

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 28/08/2019

1.193 Acres

Certificate No. G0282019H1032



Stamp Duty Paid : ₹ 478000
(Rs. Only)

GRN No. 56767173



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Growmore Buildtech Pvt Ltd

H.No/Floor : 77

Sector/Ward : 44

LandMark : Ramada

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98*****66

Others : Goldline buildtech pvt ltd and style towers



Buyer / Second Party Detail

Name : A and d Estates Pvt Ltd

H.No/Floor : 77

Sector/Ward : 44

LandMark : Ramada

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 989980074

Others : Na

Purpose : Collaboration Agreement

3924

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



COLLABORATION AGREEMENT

1. Type of Deed	:	Collaboration Agreement
2. Village/City Name & Code	:	Sihi, Sector 83, Gurgaon
3. Segment/Block Name & Code	:	Sector 83, Gurgaon
4. Type of Property	:	Agriculture Land
5. Land Area	:	1.19375 Acres
6. Transaction Value	:	Rs. 2,38,75,000/-
7. Stamp duty	:	Rs. 4,78,000/-
8. Stamp Certificate No. & Date	:	G0282019H1032 Dt. 28.08.2019

G B Mathur

Kalash Jain

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT
तहसील/सब-तहसील Manesar
गांव/शहर Huda Sectors

धन संबंधी विवरण

राशि 23875000 रुपये
स्टाम्प नं : g0272019h2552
रजिस्ट्रेशन फीस की राशि 50000 रुपये
DeficiencyStampno: g0282019h1032
Drafted By: Shri Niwas Adv

स्टाम्प इयूटी की राशि 477500 रुपये
स्टाम्प की राशि 2000 रुपये
EChallan:56774640
DeficiencyGrnno: 56767173
DeficiencyAmt: 478000
पेस्टिंग शुल्क 0 रुपये
Service Charge:0

यह प्रलेख आज दिनांक 28-08-2019 दिन बुधवार समय 4:16:00 PM बजे श्री/श्रीमती /कुमारी
Growmore Buildtech Pvt Ltd Etethru Yadubansh Bahadur Mathur OTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया

उप/संयुक्त पंजीयन अधिकारी (Manesar)

B. Matlu

हस्ताक्षर प्रस्तुतकर्ता
Growmore Buildtech Pvt Ltd Etc

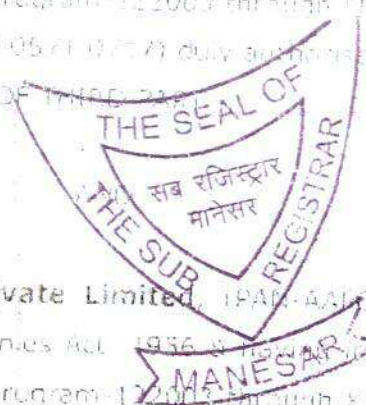
उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी A and D Estates Pvt Ltd thru Kailash Saini OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Shri Niwas पिता --- निवासी Adv GGM व श्री/श्रीमती /कुमारी Sandeep पिता K.R Yadav निवासी Rampura, Manesar, GGM ने की। साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (Manesar)

COLLABORATION AGREEMENT

THIS AGREEMENT is entered at Gurugram on the 28th day of August, 2019 between

- 1) M/s Growmore Buildtech Private Limited (PAN-AAACCG3841L) a company incorporated under Companies Act, 1956 & having its Registered Office at Plot No. 77 Sector 44 Gurugram-122003 through Mr. Yadubansh Bahadur Mathur (Aadhaar No. 4563 0571 0717) duly authorised by Board Resolution dated 27.07.2019. PARTY OF FIRST PART.
- 2) M/s Goldline Buildtech Private Limited. (PAN-AAACCG3840M) a company incorporated under Companies Act, 1956 & having its Registered Office at Plot No. 77 Sector 44 Gurugram-122003 through Mr. Yadubansh Bahadur Mathur (Aadhaar No. 4563 0571 0717) duly authorised by Board Resolution dated 27.07.2019. PARTY OF SECOND PART.
- 3) M/s Style Towers Private Limited. (PAN-AAACCG3736N) a company incorporated under Companies Act, 1956 & having its Registered Office at Plot No. 77 Sector 44 Gurugram-122003 through Mr. Yadubansh Bahadur Mathur (Aadhaar No. 4563 0571 0717) duly authorised by Board Resolution dated 27.07.2019. PARTY OF THIRD PART.
- 4) M/s A & D Estates Private Limited. (PAN-AAACCA2604C) a company incorporated under Companies Act, 1956 & having its Registered Office at Plot No. 77 Sector 44 Gurugram-122003 through Karlosh Saini (Aadhaar No. 6402 0112 413) duly authorised by Board Resolution dated 27.07.2019. PARTY OF FOURTH PART.



The Party of First Part to Party of the Fourth Part shall hereinafter jointly referred to as the 'OWNERS' which expression unless repugnant to the context of this agreement shall mean & include their legal representatives, successor-in-interest, nominees, assignees, etc.

B. Mathur

Karlosh Saini

Reg. No.

Reg. Year

Book No.

3924

2019-2020

1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Yadubansh Bahadur Mathur OTHER Growmore Buildtech Pvt Ltd
Etc Y. B. Mathur

दावेदार :- thru Kailash Saini OTHERA and D Estates Pvt Ltd

Kailash Saini

गवाह 1 :- Shri Niwas

[Signature]

गवाह 2 :- Sandeep

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3924 आज दिनांक 28-08-2019 को बही नं 1 जिल्द नं 255 के पृष्ठ नं 167 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 792 के पृष्ठ संख्या 85 से 87 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 28-08-2019

[Signature]
उप/सयुक्त पंजीयन अधिकारी (Manesar)

WHEREAS, the Parties hereto have been granted License No. 195 of 2018 by Director, Town & Country Planning Haryana for development of a Group Housing Colony on land measuring 91 Kanal-6^{3/4} Marla, i.e., 11.418 Acres situated on Rect. No.47// Kila No. 21/1/2(1-4), 21/2/2(4-16), 22/1/2(6-0), 23/1/2(1-2), Rect. No. 48// 25/2(6-0), 3/2(3-12), 4/1(3-8), 6/1/1min(0-5^{3/4}), 6/2(6-12), 7(8-0), 14(8-0), 15/1(6-12), 17(8-0), 24(8-0) village Sihi Gurugram and on Rect. No. 19// Kila No. 1(4-18), 2min(6-1) and 10(8-16) village Kherki Daula, Gurugram (hereinafter referred to as the '**Licensed Land**')

AND WHEREAS, the Parties of First, Second & Third Part for proper development of the entire project and for proper coordination with the various agencies and obtaining approvals for the development and also subsequent marketing of the entire project have agreed to authorise the Party of the Fourth Part, hereinafter, referred to as the '**DEVELOPER**' and have entered into an Interse Agreement on 31.01.2008.

AND WHEREAS, the Party of First Part hereto the lawful and absolute owners in possession and otherwise well and sufficiently entitled to all that piece and parcel of land measuring **9 Kanal- 11 Marla, i.e. 1.19375 acres** situated at Rect. No. 47// Kila No. 19/2(0-13), 20/1/2(0-14), 20/2/2(0-4), 21/1/1(0-8), 21/2/1(1-12), 22/1/1(2-0), 23/1/1(1-2), Rect. No. 48// Kila No. 16/2(0-18), 25/1(2-0) at Village Sihi, Tehsil & Distt. Gurgaon (hereinafter referred to as the "**SAID LAND**") and fully described in the "**SCHEDULE OF LANDS**") which is contiguous to said Licensed Land measuring 11.418 Acres, and the said land can be utilized for development of a Group Housing Colony.

AND WHEREAS, the Party of First Part has approached the Party of Fourth Part to utilize the 'said land' for development and the Party of Fourth Part has agreed to apply and obtain license of the 'said land' for development of a Group Housing Colony as extension of already licensed land.

B Mathur

Kailash
Saini

AND WHEREAS, the Parties of Second & Third Part have granted no objection for the development of the said land and have agreed to be the CONFIRMING PARTY to authorise the Party of the Fourth Part to apply, obtain and develop the 'said land' as extension of existing licensed land.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:

1. That the subject matter of this Agreement between the Parties is the '**said land**' measuring **9 Kanal-11 Marla, i.e., 1.19375 Acres** of land at Village Sihi, Tehsil Manesar, Distt. Gurgaon fully described in the "**SCHEDULE OF LANDS**" for utilizing the same for construction of a GROUP HOUSING COLONY. The said land referred above is shown in the Master-Plan for Gurgaon-Manesar Urban Complex 2031 AD to be situated in **Sector-83**.
2. That the DEVELOPER shall undertake the entire responsibility for developing the 'said land' with its own resources after procuring / obtaining the requisite license, permissions, sanctioned & approval of all competent authorities. The PARTIES agree in accordance with the terms & conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land & to vest in the DEVELOPER all the authorities of the OWNERS as may be necessary in the discretion of the DEVELOPER for obtaining the requisite license, permission of the proposed GROUP HOUSING COLONY on the said land.
3. The entire cost of the development of the said land and already licensed land in the first instance be incurred by the DEVELOPER in the account of and on behalf of each of the Constituents Companies and to be apportioned in proportion to the land pooled by them for the development. The DEVELOPER shall be entitled to charge service charges @2% of entire cost of development incurred in respect of the development of the project and the constituted areas. This service charges @2% shall be debited to the Project Cost incurred during any financial year and shall be payable to the DEVELOPER on the close of every year, i.e., by 31st March.

G. B. Mathur

16/01/98
Gauri

4. It is hereby clarified that "COST OF DEVELOPMENT" of the Project for the purpose of this agreement shall include payment of fee to architect, designers and other consultants for the project and shall include all expenses incurred on development of lands, including its leveling, laying of roads, sewer lines, water pipes lines, erection of electric poles, electric lights, construction work, payment of statutory dues, payment of EDC/IDC and provision of such further amenities, facilities, and conveniences as may be required/ considered necessary for the development of lands in the colonies.
5. That the Building / Layout Plans for the said Group Housing Colony shall be in accordance & in conformity with the Zonal Plan & the Rules & Bye-Laws of the Town & Country Planning Department, Haryana and/ or such other Authority as may be prescribed therefore pertaining to the said land as may be in force in the area. The said Building Plans for the said Group Housing Colony shall be filed for permission to construct & develop the maximum permissible FAR in the aforesaid land. The Group Housing Colony to be constructed by the DEVELOPER shall be of First Class construction & specifications and materials employed & the facilities provided shall not be inferior to those used employed or provided in any other similar project in the vicinity. The DEVELOPER shall be authorised to draw up Layout Plans, Service Plans, Building Plans, etc. as it may think fit and decide upon the location and sizes of apartments, provision of common areas, etc. and make such changes in the plans and the construction specifications from time to time as may be considered necessary and appropriate by the DEVELOPER.
6. That this agreement comprises the rights of the DEVELOPER to develop the said land as Group Housing Colony in accordance with the terms of this Agreement and to own as property belonging to the DEVELOPER, market & sell of the built-up apartments, shops, car parking slots or other structures in accordance with the licence to be granted by the concerned Government authorities, at any stage of time, of the said Group Housing Colony at the will of & as may be decided by the DEVELOPER from time to time. The

B-B Mathur

Kailash
Jain

OWNERS shall grant a Power of Attorney to the DEVELOPER for obtaining permission for change of land use, license, for getting sanctioned site plans & for obtaining all approvals as may be required for raising development of the Group Housing Colony & for sale thereof.

7. The DEVELOPER shall be authorised to enter into Agreements for Sale with the prospective purchases of built up apartments, villas, homes, shops, etc. for self and as attorney of the OWNERS as agreed to between the Parties from time to time and shall also be entitled to receive all payments due under the said agreements from time to time from the prospective purchaser in its own name.
8. That upon the request of the DEVELOPER and at such time as may be decided by the DEVELOPER, the OWNERS shall execute sale deeds/ conveyance deeds in favour of the prospective purchasers, transferring the right, title and interest of OWNERS in the respective built up areas/structures, shops, etc.
9. It is hereby agreed that all the costs and expenditure incurred on the sales and administrative staff engaged wholly or partly on this project, cost of advertising and publicity of sale campaign, whether through papers or otherwise, printing cost of brochures, sale literature, hoardings, free transportation for customers, commission, brokerage on sales and other such incidental expenses shall be borne by respective OWNERS proportionately to the extent of their share in the entire project.
10. That the OWNERS covenants with the DEVELOPER that they shall supply & provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and such other Authority concerned with the matter & further that the OWNERS shall also, within a week of the receipt of any request from the DEVELOPER, sign & execute such other documents, letters, etc., as may be necessary for the development, construction and completion of the said Group Housing Colony & for giving effects to the terms of this Agreement.

G. B. Mathur

Kailash Jain

11. The DEVELOPER shall also be responsible for defending any suits, claims, charges, etc. that may be instituted or lodged against the OWNERS in connection with the PROJECT for any reason whatsoever.
12. That since in view of the joint and collective development of the land as a colony and in view of common areas to be left out for providing conveniences, facilities, parks roads, green belts, health services, schools, common office building, etc., which may be more on the land of one party than on the land of other, the sale proceeds or the gross receipts realized for the whole complex, subject to such deductions and adjustments as provided in this agreement shall be apportioned amongst all the OWNERS in proportion to the areas of lands pooled by them or constituted by them in the PROJECT. Likewise, the cost of development of the whole complex shall also be apportioned amongst the OWNERS in the proportion of areas of lands contributed / pooled by them in the PROJECT.
13. It is hereby agreed that if the DEVELOPER approaches the banks and/ or financial institutions for financing the project and any guarantee is to be given for finances made available to the DEVELOPER for completing the Project, the OWNERS shall assist the DEVELOPER in giving the same and if necessary would offer suitable security for such finances obtained to complete the project.
14. The OWNERS shall also execute Power of Attorneys in favour of the DEVELOPER company and / or nominee of the DEVELOPER company to do various acts, deeds and things for and on behalf of the respective OWNERS and the said power of attorney shall not be revoked till the completion of the entire PROJECT in all respect whatsoever.
15. That the OWNERS and the DEVELOPER shall be responsible and liable in respect of Income-Tax and / or other statutory liabilities as far as their respective share of the project of sale proceeds thereof is concerned.

Ys-B Mathur

Kailash
Saini

16. The Parties hereto further agree and undertake that the development of the land shall be done entirely in accordance with the law and subject to the fulfillment of the terms and conditions imposed by the Town and Country Planning Department of the Government of Haryana and each of the OWNER shall do all such things as are necessary to keep the licence valid and subsisting during the full tenure of the development.
17. This agreement is entered into between the Parties with the object of completing the project in accordance with the licence to be granted and the Parties agree and undertake to cooperate with each other and fulfill their respective obligations and continue the present association till the completion of the entire project including development and sale of all built up apartments, commercial space and all common facilities; and till the possession is handed over to the respective purchasers and till all obligations as contemplated under the License granted / to be granted is satisfied in all respect and the OWNERS fulfill their respective obligations under prevalent rules and regulations as may be required to be fulfilled and observed and till the entire account of the OWNERS are settled. The Parties agree that none of the OWNERS shall withdraw from this Agreement nor shall revoke or cancel this agreement for any reason whatsoever nor shall create any hindrance in any manner whatsoever for completion of project.
18. That the OWNERS have declared and represented to the DEVELOPER that the said property is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupations, claims, acquisition, mortgage, pledge and litigations whatsoever and that there are no breaches, and that the OWNERS shall keep the said property free from all encumbrances till the duration and full implementation of this agreement in all respects. The OWNERS have further represented to the DEVELOPER that they have not entered into any prior agreement pertaining to the said land and have also not created any third-party rights in respect of the same. The DEVELOPER has entered into this agreement relying / acting upon theses declarations and representations/undertaking of the OWNERS. However, in case at any subsequent stage any notice of

B Mathur

Kailash
Saini

acquisition/requisition is made than the DEVELOPER shall take all steps for getting the acquisition/requisition released and the OWNERS shall cooperate for signing all the documents.

19. 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 project and/or any other matter incidental to this agreement shall not at any time of during construction or after the completion or on handing over possession to the intending purchaser, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied by the OWNERS and in the event of failure of the OWNERS to do so, the same shall be satisfied out of OWNERS' share of the built-up area of the project building and/or sales proceeds thereof.
20. It is hereby agreed that this agreement is purely a Development Agreement and the DEVELOPER does not get any rights in the land/ superstructure except as one of the CO-OWNERS and as stated in this agreement and this agreement is not and shall not, however, be deemed to be 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.
21. That the Parties hereto have agreed and undertaken to perform their part of 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 effects to the terms of this agreement.
22. That this Agreement shall always be deemed to be subject to the usual Force Majeure clause.

G. B. Mathur

Kailash
Seni

23. That the Parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said premises against any attachment seizures or sales thereof.
24. That this Agreement merges and superseded 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 hereto.
25. That the failure of either party of enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision
26. 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 confirm to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
27. That the Punjab and Haryana High Court, at Chandigarh and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
28. It shall be the endeavor of the Parties to settle all disputes and differences arising under this Agreement through friendly discussion and negotiation. However, in the event such dispute or difference cannot be resolved, it shall be resolved through arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modifications or re-enactments thereof and the award of the Arbitral Tribunal shall be final and binding on the Parties. The Arbitration shall be held at New Delhi.

P. B. Mathur

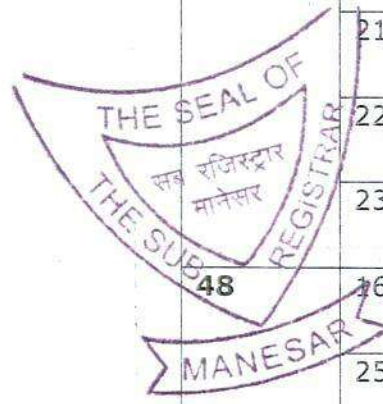
Vijay
Saini

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

30. SCHEDULE OF LANDS:

LAND OWNING COMPANY	REVENUE ESTATE	RECT NO	KILA NO	AREA	AREA K-M
Growmore Buildtech Pvt. Ltd	Village Sihi, Dist Gurgaon.	47	19/2	0-13	
			20/1/2	0-14	
			20/2/2	0-04	
			21/1/1	0-08	
			21/2/1	1-12	
			22/1/1	2-00	
			23/1/1	1-02	
			26/2	0-18	
			25/1	2-00	
			Total	K-M	09-11

1.19375 Acres




B. B. Maitani


1. Gaurav Saini

IN FAITH AND TESTIMONY, the Parties have set their hands to this Agreement on the date, month, year and place first mentioned above in the presence of the witness.

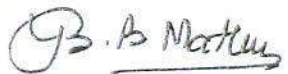
SIGNED AND DELIVERED BY WITHIN NAMED FIRST PARTY
Growmore Buildtech Private Limited


Drafted By
SHRI NIWAS (Advocate)
Distt. Court Gurugram
Reg. No. P/1143/2008
28/08/19

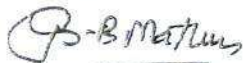
Through its Auth. Signatory Mr. Anubansh Bahadur Mathur



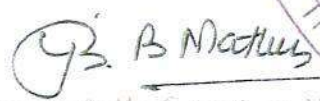
SIGNED AND DELIVERED BY WITHIN NAMED SECOND PARTY
Goldline Buildtech Private Limited



Through its Auth. Signatory Mr. Anubansh Bahadur Mathur

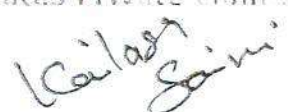


SIGNED AND DELIVERED BY WITHIN NAMED THIRD PARTY
Style Towers Private Limited



Through its Auth. Signatory Mr. Anubansh Bahadur Mathur

SIGNED AND DELIVERED BY WITHIN NAMED FOURTH PARTY
A & D Estates Private Limited



Through its Auth. Signatory Mr. Kailash Saini

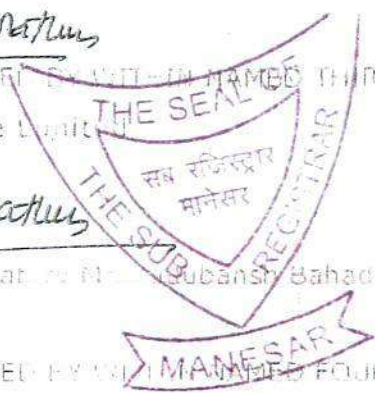
In the presence of the following

WITNESSES:

(1) _____

(2) _____







हरियाणा HARYANA

INTERSE AGREEMENT

C 274497

THIS INTERSE AGREEMENT is executed at New Delhi on this **31st** day of **January, 2008** between

1) M/s Growmore Buildtech Pvt Limited a company incorporated under Companies Act 1956 & having its Registered Office at B-4/43, Safdarjung Enclave, New Delhi-110029 through its director Sh. Ashok Kumar duly authorised by Board Resolution dated 31st January, 2008, PARTY OF FIRST PART ,

2) M/s Goldline Buildtech Pvt Limited a company incorporated under Companies Act 1956 & having its Registered Office at B-4/43, Safdarjung Enclave, New Delhi-110029 through its director Smt. Dayawati duly authorised by Board Resolution dated 31st January, 2008, PARTY OF SECOND PART

3) M/s Style Towers Pvt Limited a company incorporated under Companies Act 1956 & having its Registered Office at B-4/43, Safdarjung Enclave, New Delhi-110029 through its director Sh. Vijay Pal duly authorised by Board Resolution dated 31st January, 2008, PARTY OF THIRD PART

AND

4) M/s A & D Estates Private Ltd a company incorporated under Companies Act 1956 & having its Registered Office at B-4/43, Safdarjung Enclave, New Delhi-110029 through its director Sh. Ashok Kumar duly authorised by Board Resolution dated 31st January, 2008, PARTY OF FOURTH PART

Ashok Kumar

Dayawati

[Signature]

The Party of First Part to Party of Fourth Part shall hereinafter jointly referred to as the '**Owners**' which expression unless repugnant to the context of this agreement shall mean & include its legal representative, successor-in-interest, nominees, assignees etc.

WHEREAS the Parties hereto have independently acquired land in District Gurgaon in the state of Haryana and are the lawful and absolute owners in possession and otherwise well and sufficiently entitled to all that piece and parcel of land measuring **93 Kanal- 12 Marla i.e. 11.70 acres** situated at **Village Sihi & Village Kherki Daula**, Tehsil & Distt. Gurgaon (hereinafter referred to as the "**said land**") and fully described in '**Schedule of Land**') and are in process of obtaining licence from Town and Country Planning Department of Government of Haryana for development of a group housing colony on the '**said land**'.

And Whereas the Parties of First, Second & Third Part for proper development of the entire project and for proper coordination with the various agencies for the development and also subsequent marketing have agreed to authorise the Party of Fourth Part hereinafter referred to as '**Developer**' herein for development and marketing of entire project.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSTH as under:

1. That the subject matter of this Agreement between the PARTIES is the '**said land**' measuring 93 Kanal- 12 Marla i.e. 11.70 acres situated at Village Sihi & Village Kherki Daula, Tehsil & Distt. Gurgaon for utilizing the same for construction of a GROUP HOUSING COLONY. The land referred to above is shown in the Master-Plan for Gurgaon, Manesar Urban Complex 2021 AD to be situated in **Sector-83**.
2. That the **DEVELOPER** shall undertake the entire responsibility for developing the '**said land**' with its own resources after procuring / obtaining the requisite license, permissions, sanctioned & approval of all competent authorities. The PARTIES agree in accordance with the terms & conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land & to vest in the DEVELOPER all the authorities of the QWNER as may be necessary in the discretion of the **DEVELOPER** for obtaining the requisite license, permission of the proposed GROUP HOUSING COLONY on the said land. Actual physical possession of the said land has been delivered by the Parties to the **DEVELOPER**.

ASHU

Dayawati

3. The entire cost of the development of the lands in the first instance be incurred by the **DEVELOPER** in the account of and on behalf of each of the Constituents Companies and to be apportioned in proportion to the land pooled by them for the development. The Developer shall be entitled to charge service charges @ 2% of entire cost of development incurred in respect of the development of the project and the constituted areas. This service charges@2% will be debited to the Project Cost incurred during any financial year and will be payable to the Developer on the close of every year i.e. by 31st March.
4. It is hereby clarified that **cost of development** of the Project for the purpose of this agreement shall include payment of fee to architect, designers and other consultants for the project and shall include all expenses incurred on development of lands, including its leveling, laying of roads, sewer lines, water pipes lines, erection of electric poles, electric lights, construction work, payment of statutory dues, payment of EDC/IDC and provision of such further amenities, facilities, and conveniences as may be required/ considered necessary for the development of lands in the colonies.
5. That the building / layout plans for the said GROUP HOUSING COLONY shall be in accordance & in conformity with the zonal plan & the Rules & Bye - Laws of the Town & Country Planning Department Haryana and/ or such other Authority as may be prescribed therefore pertaining to the said land as may be in force in the area. The said building plans for the said Group Housing Colony shall be filed for permission to construct & develop the maximum permissible FAR in the aforesaid land. The Group Housing Colony to be constructed by the **DEVELOPER** shall be of First Class construction & specifications and materials employed & the facilities provided shall not be inferior to those used employed or provided in any other similar project in the vicinity. The **DEVELOPER** shall be authorise to draw up layout plans, service plans Building plans etc as it may think fit and decide upon the location and sizes of apartments, provision of common areas etc and make such changes in the plans and the construction specifications from time to time as may be considered necessary and appropriate by the Developer.

ASHA

Dayawati



6. That this agreement comprises the right of the **DEVELOPER** to develop the said land as GROUP HOUSING COLONY in accordance with the terms of this Agreement & to own as property belonging to the DEVELOPER, market & disposes of the built-up apartments, shops, car parking slots or other structures in accordance with the licence to be granted by the concerned Government authorities, at any stage of time , of the said GROUP HOUSING COLONY at the will of & as may be decided by the DEVELOPER from time to time. The **OWNERS** shall grant a Power of Attorney to the **DEVELOPER** for obtaining permission for change of land use/ License, for getting sanctioned site plans & for obtaining all approvals as may be required for raising development of the GROUP HOUSING COLONY & for sale thereof.
7. The Developer shall be authorised to enter into agreements for sale with the prospective purchases of built up apartments, villas, homes, shops, etc for self and as attorney of the Owners as agreed to between the parties from time to time and shall also be entitled to receive all payments due under the said agreements from time to time from the prospective purchaser in its own name.
8. That upon request of the DEVELOPER and at such time as may be decided by the DEVELOPER, the OWNERS shall execute sale deeds/ conveyance deeds in favour of the prospective purchasers, transferring the right, title and interest of OWNERS in the respective built up areas/structures, shops etc.
9. It is hereby agreed that all the costs and expenditure incurred on the sales and administrative staff engaged wholly or partly on this project, cost of advertising and publicity of sale campaign, whether through papers or otherwise, printing cost of brochures, sale literature, hoardings, free transportation for customers, commission, brokerage on sales and other such incidental expenses shall be borne by respective owners proportionately to the extent of their share in the entire project.
10. That the **OWNER** covenants with the **DEVELOPER** that they shall supply & provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department ,Haryana.& / such other Authority concerned with the matter & further that the OWNER shall also, within a

ASK

Dayawati

Atm

week of the receipt of any request from the DEVELOPER , sign & execute such other documents, letters etc. as may be necessary for the development construction & completion of the said GROUP HOUSING COLONY & for the development construction & completion of the said GROUP HOUSING COLONY & for giving effects to the terms of this Agreement .

11. The Developer shall also be responsible for defending any suits, claims, charges etc that may be instituted or lodged against the Owners in connection with the PROJECT for any reason whatsoever.
12. That since in view of the joint and collective development of the land as a colony and in view of common areas to be left out for providing conveniences, facilities, parks roads, green belts, health services, schools, common office building etc which may be more on the land of one party than on the land of other, the sale proceeds or the gross receipts realized for the whole complex, subject to such deductions and adjustments as provided in this agreement, shall be apportioned amongst all the owners in proportion to the areas of lands pooled by them or constituted by them in the project. Likewise the cost of development of the whole complex shall also be apportioned amongst the OWNERS in the proportion of areas of lands contributed/ pooled by them in the PROJECT.
13. It is hereby agreed that if the Developer approaches the banks and/ or financial institutions for financing the project and any guarantee is to be given for finances made available to the DEVELOPER for completing the Project, the OWNERS shall assist the Developer in the same and if necessary would offer suitable security for such finances obtained to complete the project.
14. The Owners shall also execute Power of Attorneys in favour of the Developer Company and/ or nominee of the Developer Company to do various acts, deeds and things for and on behalf of the respective owner and the said power of attorney shall not be revoked till the completion of entire project in all respect whatsoever.

Asko →

Dayawati

Antunur

15. That the **OWNER and DEVELOPER** shall be responsible and liable in respect of Income-tax and /or other statutory liabilities as far as their respective share of the project of sale proceeds thereof is concerned.
16. The parties hereto further agree and undertake that the development of the land shall be done entirely in accordance with the law and subject to the fulfillment of the terms and conditions imposed by the Town and Country Planning Department of the Government of Haryana and each of the Owner shall do all such things as are necessary to keep the licence valid and subsisting during the full tenure of the development.
17. This agreement is entered into between the parties with the object of completing the project in accordance with the licence to be granted and the parties agree and undertake to cooperate with each other and fulfill their respective obligations and continue the present association till the completion of the entire project including development and sale of all built up apartments, commercial space and all common facilities and till the possession is handed over to the respective purchasers and till all obligations as contemplated under the License granted/ to be granted is satisfied in all respect and the Owners fulfill their respective obligations under prevalent rules and regulations as may be required to be fulfilled and observed and till the entire account of the owners are settled. The parties agree that none of the Owners shall withdraw from this Agreement nor shall revoke or cancel this agreement for any reason whatsoever nor shall create any hindrance in any manner whatsoever for completion of project.
18. That the OWNER have declared and represented to the DEVELOPER that the said property is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupations, claims, acquisition, mortgage, pledge and litigations whatsoever and that there are no breaches, and that the OWNER shall keep the said property free from all encumbrances till the duration and full implementation of this agreement in all respects. The OWNER have further represented to the DEVELOPER that they have not entered into any prior agreement pertaining to the said land and have also not created any third party rights in respect of the same. The DEVELOPER has entered into this agreement relying / acting upon theses declarations and representations/undertaking of the OWNER. However, in

Asko

Dayawati

Dayawati

case at any subsequent stage any notice of acquisition/requisition is made than the DEVELOPER will take all steps for getting the acquisition/requisition released the OWNER will cooperate for signing all the documents.

19. That if there be any claim, demand, tax litigation of any nature whatsoever against the OWNER, then it is a condition of this agreement that the work of development and/or completion of the said project and/or any other matter incidental to this agreement shall not at any time of during construction or after the completion or on handing over possession to the intending purchaser, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied by the OWNER and in the event of failure of the OWNERS to do so, the same shall be satisfied out of OWNER share of the built up area of the project building and/or sales proceeds thereof.

20. It is hereby agreed that this agreement is purely a Development Agreement and the Developer does not get any rights in the land/ superstructure except as one of the co-owner and as stated in this agreement and this agreement is not and shall not, however, be deemed to be 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.

21. That the parties hereto have agreed and undertaken to perform their part of 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 effects to the terms of this agreement.

22. That this Memorandum shall always be deemed to be subject to the usual Force Majeure clause.

ASHO

Dayawati

23. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said premises against any attachment seizures or sales thereof.
24. That this Agreement merges and superseded 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 hereto.
25. 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 provisions or of the right thereafter to enforce each and every provision.
26. 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.
27. That the Punjab and Haryana High Court at Chandigarh and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
28. It shall be the endeavor of the parties to settle all disputes and differences arising under this Agreement through friendly discussion and negotiation. However in the event such dispute or difference cannot be resolved, it shall be resolved through arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modifications or re-enactments thereof and the award of the Arbitral Tribunal shall be final and binding on the parties. Arbitration shall be held at New Delhi.
29. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the **DEVELOPER**.

ASHU

Dayawati



30. SCHEDULE OF LANDS

LAND OWNING COMPANY	REVENUE ESTATE	RECT NO	KILA NO	AREA	Share	AREA K-M	
Growmore Buildtech P Ltd	Village Sihi, Dist Gurgaon Haryana	47	19/2	0-13			
			20/1/2	0-14			
			20/2/2	0-04			
		48	21/1	1-12			
			21/2	6-08			
			22/1	7-16			
			23/1	2-07			
			16/2	0-18			
			25	8-00			
			Total	28-12	2/3 rd	19-02	
			48	3/2	3-12		
				4/1	3-08		
				6/1/1	0-12		
				6/2/2	6-12		
		7		8-00			
		14		8-00			
		15/1		6-12			
Total	36-16	Full	36-16				
Goldline Buildtech P Ltd	Village Kherki Daula, Dist Gurgaon Haryana	19	1	4-18	Full	04-18	
			2	8-0	Full	08-00	
Style Towers P Ltd	Village Sihi, Dist Gurgaon Haryana	48	17	8-00	Full	08-00	
			24	8-00	Full	08-00	
A & D Estate P Ltd	Village Kherki Daula, Dist Gurgaon Haryana	19	10	8-16		08-16	
						93-12	

AREA IN ACRES 11.70 Acres

ASKO

Dayawati

[Signature]

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement on the date, month, year and place first mentioned above in the presence of the witnesses.

SIGNED AND DELIVERED BY
WITHIN NAMED FIRST PARTY

Growmore Buildtech Private Limited

Through its Director Sh Ashok Kumar
Duly authorised by Board resolution dated 31-1-2008

For Growmore Buildtech Pvt. Ltd.

ASHOK
Director

SIGNED AND DELIVERED BY
WITHIN NAMED SECOND PARTY

Goldline Buildtech Private Limited

Through its Director Smt Dayawati
Duly authorised by Board resolution dated 31-1-2008

For Goldline Buildtech Pvt. Ltd.

Dayawati
Director

SIGNED AND DELIVERED BY
WITHIN NAMED THIRD PARTY

Style Towers Private Limited

Through its Director Sh. Vijay Pal
Duly authorised by Board resolution dated 31-1-2008

For Style Towers Pvt. Ltd.

Vijay Pal
Director

SIGNED AND DELIVERED BY
WITHIN NAMED FOURTH PARTY

A & D Estates Private Limited

Through its Director Sh. Ashok Kumar
Duly authorised by Board resolution dated 31-1-2008

For A & D Estates Pvt. Ltd.

ASHOK
Director

In the presence of the following

WITNESSES:

- (1)..... *Manoj Shukla*
Manoj Shukla s/o Sh A. C. Shukla
- (2)..... *Bijimol Manoj* wto *Mr. Manikandan*