

50450-100
M/s M.V. Buildcon Pvt. Ltd.



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

13 AUG 2012

COLLABORATION AGREEMENT

S. No. 14375
Purpose: C/P Agreement
Signature: [Signature]

This Collaboration Agreement is executed at Gurgaon on this 17 day of August 2012 between M/s M. V. BUILDCON PRIVATE LIMITED having its registered office at J-3/149, DDA Flats, Alaknanda Market, Kalkaji, New Delhi through its Authorized Representative Shri Dishant Sanduja Son of Shri Vijay Kumar duly authorised vide resolution passed on 09.07.2012 appended herein after called "**DEVELOPER**" (which expression unless repugnant to the context of the agreement shall mean and include its legal representatives, successors-in-interest, nominees, assigns etc.) on one hand.

AND

- 3568
- (1) Mr. Vijay Kumar S/o Sh. Chander Prakash, R/o House No. 60, Ward No.6, aged about 45 years :
 - (2) Mr. Mahender Pratap S/o Sh. Raja Ram, R/o R/o House No. 149, Ward No.13, aged about 56 years :
 - (3) Mrs. Urmila Kumari W/o Sh. Chander Prakash, R/o House No. 60, Ward No.6, aged about 68 years :
 - (4) Mrs. Gayatri Devi W/o Mr. Vijay Kumar, R/o House No. 60, Ward No.6, aged about 44 years :
 - (5) Mrs. Shakuntala Devi W/o Mr. Mahender Pratap, R/o House No. 149, Ward No.13, aged about 55 years :
 - (6) Smt. Shakuntala Devi R/o House No. 149, Ward No.13, aged about 55 years, Legal Successor of Mrs. Kaushalya Devi W/o Shri Raja Ram.
 - (7) Mr. Ajay Kumar S/o Sh. Chander Prakash, R/o House No. 60, Ward No.6, aged about 43 years :
 - (8) Mrs. Sapna Pilani W/o Mr. Lalit Pilani R/o House No. 1700, Malka Ganj, Kamla Nagar, Delhi-110008, aged 36 years, *hereinafter collectively called "OWNERS"* (which expression unless repugnant to the context of this agreement shall mean and include their heirs, legal representatives, successors - in interest, assigns etc.) on other hand, thereafter the owners and the developer have been collectively referred to as "**PARTIES**" and individually of party as context demand.

Sapna

[Signature]

[Signature]

Shakuntla Ajay Kumar

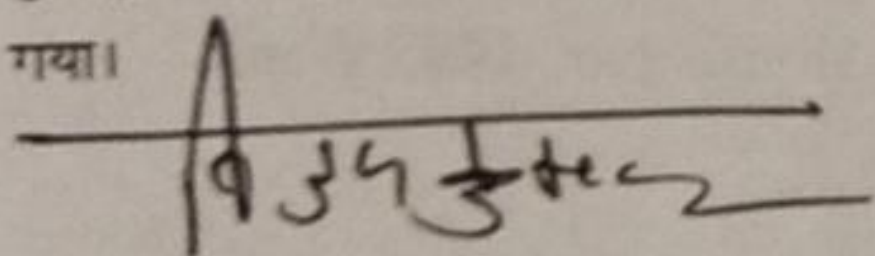
प्रलेख न: 3568

दिनांक 17/08/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील सोहना	गांव/शहर Sohna
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 2,717,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: G.S.Raghav, Adv.

यह प्रलेख आज दिनांक 17/08/2012 दिन शुक्रवार समय 2:14:00PM बजे श्री/श्रीमती/कुमारी Vijay Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chander Prakash निवासी 60, Ward No. 6, Sohna द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
सोहना

PANKAJ SETIA
Sub Registrar, Sohna

श्री Vijay Kumar, Mahender Pratap, Urmila Kumari, Gayatri Devi, Shakuntala Devi, Shakuntala Devi, Ajay Kumar, Sapna Pilani

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Dishant Sanduja दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुमेलित कर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Dhan Singh, Namberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Mandawar व श्री/श्रीमती/कुमारी Jai Parkash पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shyam Lal निवासी Sohna ने की।
साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 17/08/2012

उप/संयुक्त पंजीयन अधिकारी
सोहना

PANKAJ SETIA
Sub Registrar, Sohna

Shri Mahender

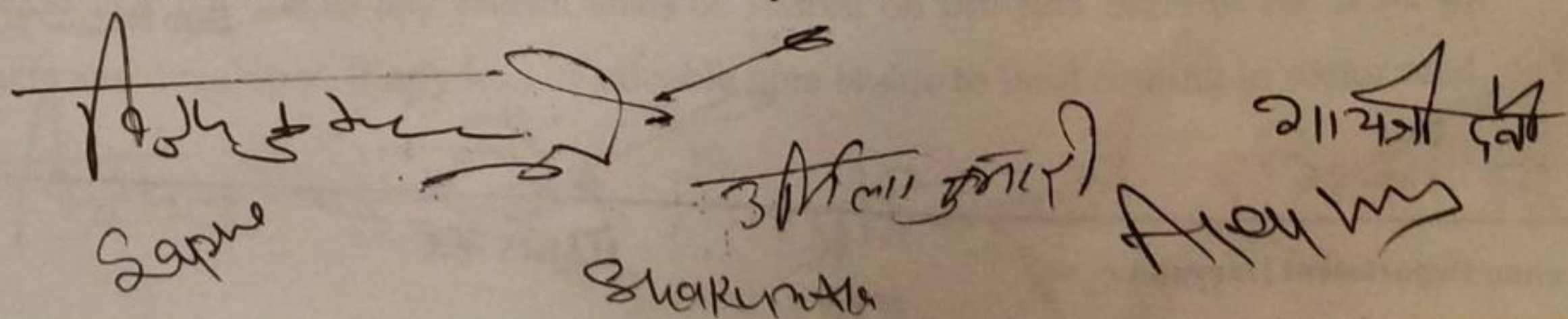
WHEREAS THE OWNERS are full fledged and lawful owners in possession of land measuring 217 Kanal 8 Marla, situated in the revenue estate of Village Sohna, Tehsil Sohna, District Gurgaon, Haryana as fully detailed in Annexure A which may be read as part and parcel of the present Agreement (**herein after referred to as the Owners' land**), Owners are fully competent to execute this Collaboration Agreement in favour of the Developer.

WHEREAS the Developer has obtained the Letter of Intent (LOI) from the Government of Haryana for the development of the Township / Project at Sohna in the aforesaid land vide bearing Memo No. 20/33/2012-6C dated 06.07.2012 issued by Principal Secretary to Government of Haryana, therefore, this important aspect has been taken into consideration while executing this Agreement.

WHEREAS it is made clear that the Developer itself is the owner in possession of land measuring 15 Kanals 12 Marlas situated at Village Sohna, District : Sohna as fully detailed in Annexure B of the said Agreement which may also be read as a part and parcel of the present Agreement.

WHEREAS after the consolidation, amalgamation and union of the aforesaid both properties exclusively owned and possessed by the Developer and the Owners, referred to above, the total land comes to 233 Kanals collectively, referred to in Annexure A and B, respectively.

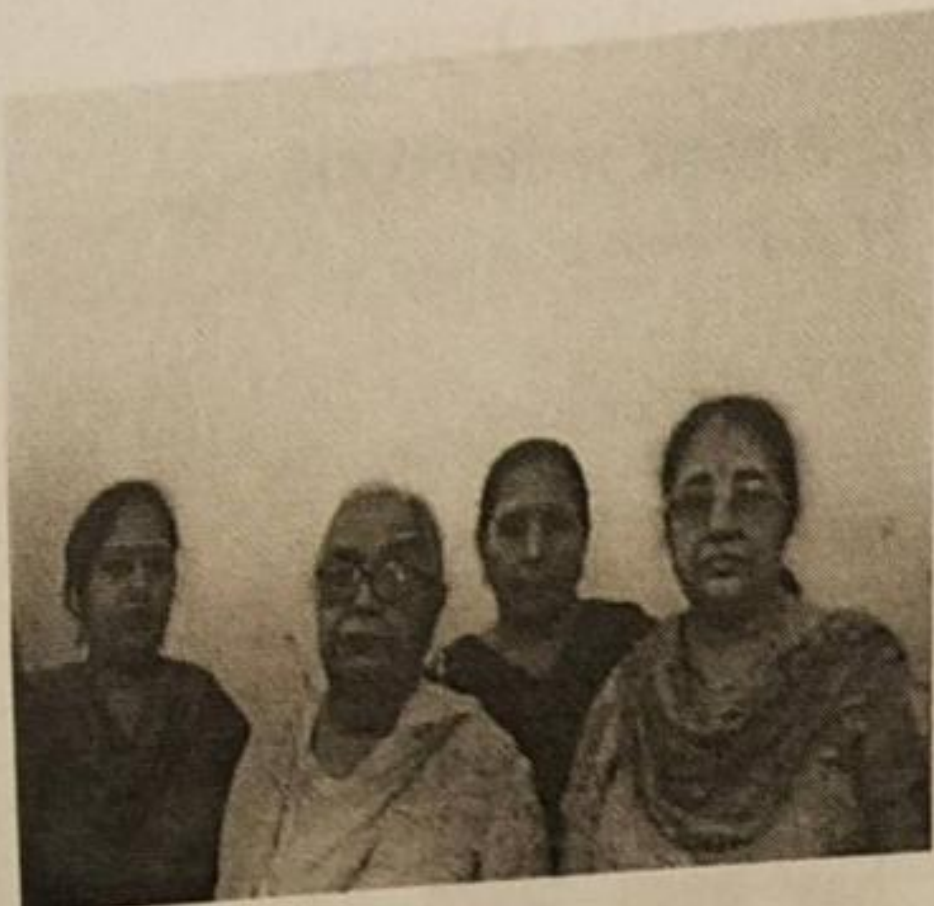
And whereas the Owners are desirous of developing a Residential Township comprising of, including but not limited to residential plots, retail, and commercial complex, (herein after referred to as the 'said Residential Project or Project) over the aforesaid Project Land. However, the Owners are not fully equipped to execute and complete the work of development and construction of the proposed Residential Township. The Owners have requested the Developer who is engaged in the development and construction of various type of buildings and is well versed and experienced in this business and is confident that it has the experience thereof and is in a position to obtain necessary permissions/ approvals like change of land use/ license etc. to collaborate with him for development and construction of the said Residential Township on the said Project Land for which the


Sohne
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Reg. No.
3568

Reg. Year
2012-2013

Book No.
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पेशकर्ता



दावेदार



गवाह



पेशकर्ता

पेशकर्ता

Vijay Kumar

Mahender Pratap

Urmila

Kumari

Gayatri Devi

Shakuntala Devi

Shakuntala Devi

Ajay Kumar

Sapna Pilani

दावेदार

thru:- Dishant Sanduja

गवाह 1:- Dhan Singh, Namberdar

गवाह 2:- Jai Parkash

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,568 आज दिनांक 17/08/2012 को बही न: 1 जिल्द न: 2,071 के पृष्ठ न: 95 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 410 के पृष्ठ सख्या 53 से 54 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 17/08/2012

उप/सयुक्त पंजीयन अधिकारी

सोहना

PANKAJ SETIA
Sub Registrar, Sohna

Revenue Department Haryana

HARIS-EX

NIC-HSU

(5)

wife of Shri Mahender

no.13, Sohna, Dist

son of

aforesaid LOI has been issued by Principal Secretary and Financial Commissioner, Government of Haryana.

For getting the License of the said Project under Town Planning Scheme of Urban Local Body, Government of Haryana and for compliance thereof, both the Developer and Owners shall jointly and / or individually make efforts which includes submission of any paper, document, application, Affidavit, Resolution and to complete all other formalities related thereto.

And whereas the Developer has agreed to undertake the development and construction of the said Residential Township on the basis of representations and warranties of the Owners. On consideration of the premises, covenants and mutual representations and warranties of the Owners and the Developer, parties to this Agreement have agreed to enter into this arrangement, subject to the terms and conditions herein contained.

And whereas the Developer has agreed to develop and construct the project over the said land upon the terms and conditions contained hereafter.

1. That the subject matter of this Collaboration Agreement between the Owners and the Developer is the said land admeasuring **233 Kanal 0 Marla** situated in Village Sohna Tehsile, District Gurgaon or thereabout, more particularly, described in **ANNEXURES A AND B** hereto, for utilizing the same for construction of a Residential Township. In consideration of development and construction of the project over the said Project Land at Developer's cost, the owners shall be entitled to all rights, title and interest over fully developed Residential Township to the extent of 30% of the total saleable area along with proportionate right/interest in land including proportionate rights in the parking areas, common areas and in all other areas, which cannot be divided. The developer shall be entitled to retain balance 70% of total saleable area alongwith proportionate right/interest in land including proportionate rights in the open area, parking area and common areas and in all other areas, which cannot be divided of the said Residential Township. Total saleable area out of sanctioned F.S.I. on the said Project Land by DGTCP (HUDA) / MUNICIPAL COMMITTEE shall be shared in the ratio of 30:70 (Owners : Developer). Any loss or increase in F.S.I due to any reason shall be shared on pro rata basis of the share of owners and developer. If any loss of saleable area is due to land coming in sector road

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Shakuntla Ajay

or any other reason, final sanction FSI on aforesaid Project Land will be shared between owners and developer as per their share, that is 30:70 (Owners : Developer). Also in owners share of 30 percent all land owners shall get their share on pro rata basis of their land (owned by each owner of his share).

In order to avoid any confusion and ambiguity, it is also specified that above ratio/ share between the Developer and owners shall not include the exclusive ownership of the property / land measuring 15 Kanals 12 Marlas, as fully stated in Annexure B of this Agreement.

2. That all expenses incurred and the efforts made in obtaining sanction, development and construction of the project shall be borne by the Developer. However, the Developer is authorised of claim refund and receive refund of the license fees and all other charges and fees paid for the said project in their favour, if the said amount is to be required to be received back by the Developer.
3. That the owners undertake to make and keep the title of the said land clear and marketable and free from all kinds of encumbrances, charges, lis pendens prior agreements and claims during the continuance of this agreement and till date of execution and registration of title/ conveyance deeds in favour of the Developer or its nominees or assignees or prospective buyers to the extent of the share of the Developer.
4. That the owners assured the Developer that land proposed to is in Residential Zone in the proposed Master Plan of Sohna, of the Year 2031, District Gurgaon.
5. That the owners shall make available to the Developer the Land of said Project free from all encumbrances and with full authority for speedy development and efficient completion of the project. It is however, clearly agreed that the built up/un built area to the share of the owners shall be left unencumbered to be dealt with in any manner deemed fit only by the owners. The OWNERS in accordance with the terms and conditions herein covered has delivered possession and has placed at the complete disposal of the DEVELOPER all the authority of the owners as may be necessary for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of proposed Residential Project on the said land.

The developer shall make all endeavours and efforts in order to expedite the commencement of the development of the said project as soon as possible not later than six months from the date of execution of the present Agreement.

[Handwritten signatures and names]
Sagun, Shapanta, Anam, 21/11/2017

6. That the Owners covenants with the Developer that Owners shall forthwith, without any demur or delay, supply and provide all documentary evidence as may be required to be submitted to the HUDA/DGTCP and / or any other authorities concerned with the matter and shall sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Residential Township and for giving effect to the terms of this Agreement.
7. That the owners represent that no other person has any joint or undivided share in the said land that the same is free from all loans, mortgages, encumbrances or charge of any kind whatsoever. The OWNERS represent that they have not entered in to any prior agreement of sale in respect of aforesaid Project Land. The OWNERS have further conveyed that the aforesaid land is not subject matter of any litigation.
8. That the owners represent to the developer that the State Govt. of Haryana has till date not initiated any acquisition proceedings for the said land, and the owners agree that incase the said land or any part thereof is ever notified for acquisition by the State Govt. then the developer shall be fully competent for taking such legal action as may be deemed fit by him, for getting it released from acquisition but the owners undertake not to take any action in this regard without the consent of the Developer. The owners further assure the Developer that the said Project Land or any part of it has not been acquired and the same is owned and possessed by them and there is no third party/ claim over the same. The owners further undertake not to take any compensation from the Government of Haryana or any other authority if the said land or any portion of the land is ever acquired. The Owner shall share with the Developer, the cost associated with such action of challenging the acquisition of the said Project Land or part thereof or any compensation received from the Government of Haryana or any authority in this regard, in proportion to the share in the said Residential Township.
9. That the DEVELOPER shall develop the project in terms of agreed working plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. The DEVELOPER shall give the name of the project at its own discretion and for dealing with / sale of constructed/ un-constructed and/ or developed / un-developed portions of the Project falling in its stair, owners shall also authorize the Developer, its nominee or collaborator to discharge all its obligations and exercise all rights under this Collaboration Agreement. The Owners shall give general power of attorney to the Developer to sell its i.e. Developers' share in the developed property through which the Developer

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29/04/2018
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shall be entitled to enter into agreements of sale / lease qua its allocation on the basis of general power of attorney referred to above. It is further agreed that the Developer and the Owners shall sell their share of FSI on mutual consent.

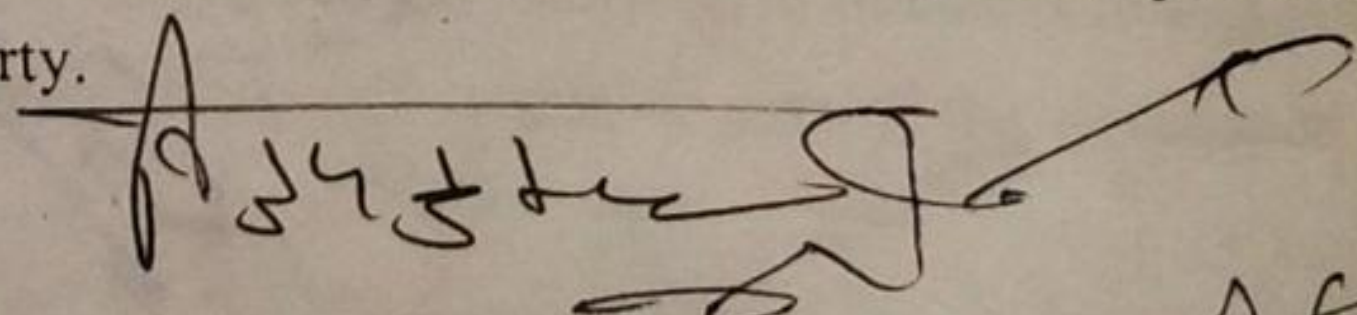
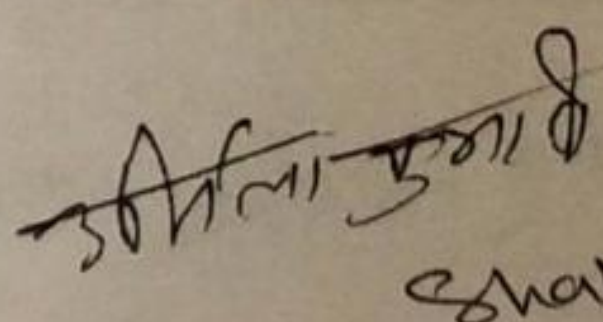
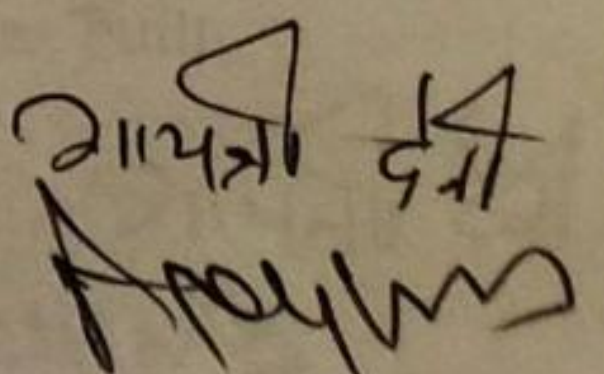
10. That the Developer agrees to complete the development and construction of the entire project within a period of 36 (thirty six) months subject to majeure, from the date of obtaining of Licenses for the development of the said Residential Township (including any modification thereof). The owners have given unhindered access to the land for survey, for fulfilling all the prerequisites for grant of the license, sanction of plans and to raise construction of the Project over the said Project Land. The period for completion of the project may, however, be extended by mutual consent.
11. That the owners undertake to convey clear and unencumbered marketable title in favour of the prospective buyers. All the sale promotion activities including advertisements shall be conducted by the Developer only. The owners have also agreed to execute the general power of attorney in favour of the nominee(s) of the developer to execute any required documents in favour of the buyers of the developer, which shall be kept alive and will be irrevocable until transfer documents are executed of the entire Project Land falling to the share of the developer and owners and registered. That the developer shall be entitled to enter into any further agreement/ collaboration agreement with any other developer to develop the Project.

The owners are the joint owners of land measuring 217 Kanals 8 Marlas, referred to above, more particularly, described in Annexure A, of the present Agreement. The owners jointly and severally have also agreed that for the purpose of developing the project / township agreed to between the parties, any of the owner(s) shall not segregate / claim for partition of any of the rights in the said land, referred to above. For all intents and purposes, the land / property of the owners shall remain with the Developer for the accomplishment of the said project / township for which the collaboration agreement has been entered into in its letter and spirit.

12. That the parties hereby confirm and declare that the entire IDC/ EDC and other development charges as applicable to the said Project Land for the said Residential Township will be paid, initially, by the Developer alone to the complete satisfaction of the concerned authorities. In case, any additional demand is raised by the department/ authority after offer of possession of the Owners' allocation by the Developer to the Owners, owing to increase in EDC or any tax or levy pertaining to

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- the Project in question, in that event both parties shall be liable to satisfy the demand in proportion to their respective shares. Both parties shall be at liberty to recover such amount from the transferees / purchasers of their respective allotments.
13. That all rates, cesses, taxes and other payments due to the Revenue Authorities, Municipal Committee / Board or any other Government / Local Authority in respect of the said Project Land upto the date of grant of license by the Government for development/ construction on the said land, shall be exclusive liability of the Owners and thereafter the liability in this behalf shall be shared by the Parties in the agreed proportion of their allocation as mentioned herein. The Owners agree that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said license provided the charges pertain to the period before the date of issue of license.
14. That the owners and developer shall be responsible and liable in respect of Income - Tax and / other statutory payments as far as their respective share of built or un-built area of the Project or sale proceeds thereof is concerned.
15. That in case the completion of the Project and raising of construction is delayed due to earthquake, lightening or force majeure circumstances or by reason of civil commotion or war or enemy action or act of God or due to circumstances beyond the power and control of the Developer, the Developer shall be entitled to such extension of time as may be mutually agreed. In any case, the completion of entire Township / Project shall not exceed beyond another period of 24 months.
16. That the owners shall not interfere, with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and / or booking and sale of built or un-built areas of the developers share. However, the Owners are entitled to inspect the site and in case any discrepancy is noticed in construction quality, they shall inform the Developer for rectification.
17. That it is clearly understood and agreed between the Parties and thus forms the integral condition of this Agreement that after execution of this Agreement and handing over of possession of the said Project Land by the Owners to the Developer, the Owners or the Developer or their administrator or assigns shall not be entitled to cancel or back-out from this Agreement under any circumstances. In such eventuality the Developer or the Owners besides their other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of other party.

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18. That the Developer shall be entitled to name the proposed Residential Township at their discretion and the Owners shall not object to the same. The Developer shall also be entitled to advertise/ publicise the proposed Residential Township through newspapers or any other forms of print and electronic media.
19. That the actual physical possession of the said Project Land has been delivered/ handed over to the developer at the spot for the purpose of the above mentioned Project. They shall not be dispossessed there from till the project is complete.
20. That the owners shall at all be entitled to market / sell their own share in the said project.
21. That the common areas of the said Project shall be maintained by the professional maintenance agency to be appointed by the Developer till the time of handing of the possession of plots / units in compliance with the sanctioned terms of this Project by the concerned authorities. The necessary maintenance charges shall be paid proportionately by the Owners and the Developer in their area sharing ratio irrespective of the occupancy. The liability to pay maintenance charges shall accrue from the date of deemed possession i.e. the date when the Developer gives notice of delivery of possession of the proportionate area or the part thereof. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance.
22. That the owners covenant with the developer that they shall supply and provide all documentary evidence as may be required to be submitted to the Town and Country Planning Department, Haryana and / or such other Authority concerned in the matter and further that the owners shall also, within a week of receipt of any request from the developer sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Project and the giving effect to the terms of this agreement.
23. That in case the said Project Land or any part thereof comprised in and subject matter of this agreement declared to be belonging to the Owners are lost on account of any defect in the owners' title or any litigation started by any one claiming through the owners or any one claiming title paramount to the owners or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes etc., payable by the owners, in that event the developer shall give sufficient time to the owners to rectify the defect in title of ownership, if the said defect is without remedy or cannot be cured, the owners shall be liable to pay the damages, losses, costs and expenses including but not confined to business losses sustained by the developer and / or intending buyers of whole or part of the developer share of the built/ un- built

[Handwritten signatures and dates]
Sapna 18/4/2024
Shakuntla 18/4/2024
Anjali 21/4/2024

area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the developer or the intending buyers may sustain or incur by reason of any defects in title of the owner.

24. That if there be any claim, demand, tax litigation or 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/ or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the 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 out of owners' share of the built up area of the project building and/ or sale proceeds thereof. That the Developer shall be entitled to create mortgage, encumbrances and /or charge with respect to the said Project Land and Developer's Allocation of the built up area in the said Residential Township as security, or securitization of likely and potential sale proceeds of Developer's Allocation in order to raise finance for development and construction of the said Residential Township and the Owners shall have no concern whatsoever.

25. That this agreement shall always be deemed to be subject to the usual force majeure clause.

If the performance of this agreement by the developer is prevented, in whole or in part, by cause beyond it's reasonable control, the causes being (i) acts of God (ii) Natural Calamities (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/ delays (viii) restraint from courts etc., the developer shall not be responsible for fulfilling it's obligations during the subsistence of said force majeure conditions. In such an event, the developer shall communicate to the land owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable the verification of the same by the land owner.

(a) The Developer shall also :

- (i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
- (ii) Inform the land owners as soon as possible about the cessation of the force majeure event and it's consequences and commencement of it's obligation affected by the force majeure event.

Signature of Developer
Signature of Land Owner
Signature of Agent

26. That all costs of stamping, engrossing and registration of this agreement shall be borne by the developer.
27. That the Developer shall be entitled to apply to the State Government or local body or any other appropriate authority for any amendment / revalidation of the approvals/ sanctions including any extension thereof at its own cost.
28. That the owners hereby represent, confirms and further undertake to keep the developer indemnified and harmless against all the encumbrances, claims and damages till the time of making application for Licences for the said Residential Township and shall make good the losses or damages or any claim of assets in the title of land. After making such application for Licences, there shall be joint responsibility of the Parties to make good such defects, if any, in the title of the said land.
29. That the considerations to be given by the developer to the owners in respect of the right which are to be of the developer shall be the construction (free of cost to the owner) of the owners' allocations.

That in addition to the owners share in the developed property in the said Project, the owners shall also be entitled to receive non refundable deposit of Rs.3 lakhs per acre or part thereof in respect of their respective contribution of the land in the said project to be paid as under :-

- a) Rs. One lakh per acre upon receipt of license for the said project and the same has been paid by developer to the second party vide ANNEXURE-"B".
- b) Rs. Two lakhs per acre upon launch of the said project by the Developer.

30. That it is mutually agreed by and between the Parties hereto that, in case of availability of any parcel of land owned by the Owners contiguous to this parcel of the said land, in and around the vicinity of the said Residential Township, shall be offered to the Developer, on the same terms and conditions as enumerated and accepted by the Parties hereto. The Developer shall be at liberty to accept or reject such offer.

31. In consideration of the owners' providing the land and the developer raising the construction of the said Project this agreement the parties have agreed to divide the saleable built-up area of the project in the following manner :-

- (a) The segregation of the parts of the saleable built-up area forming the respective shares of the developer and the owners shall be decided mutually between the parties for every Plot, each category, each size, and each floor of the

Same

[Handwritten signatures and initials]

building/unit of the said project as per progress of the construction. In case any extra compoundable area is built by the Developer and the penalties, cost and consequences thereof the same borne by the developer, then the ownership and sale right of the same along with the proportionate rights in the land underneath shall be passed to the Developer only and the Owners shall have no right in the same. To share proportionately this extra compoundable area, the Owners shall have to share the penalties, cost and consequences thereof in same proportion as their agreed allocation ratio.

- (b) That all other areas forming a part of the said Project shall be shared in the aforesaid ratio including commercial area/ local shopping centre.
- (c) That the developer alone shall be responsible for any accident that may occur during the course of development and construction of building and he alone shall meet all financial or other liability either under Workmen Compensation Act or under any other law or regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person involved in construction shall be borne by the developers and owners shall be absolved of and indemnified by the developer of any financial or other liability in this regard.
- (d) Developer and the owners shall be entitled to retain or let out or sell built up area of their share to any party either in whole or in parts.

32. That upon execution of this agreement the developer is entitled to fix necessary sign boards if necessary and expedient.

33. That if the Owners defaults the terms of this Agreement and, at any point of time, the Developer is deprived of its right to develop, construct and complete the said Residential Township on the said Project Land. The Owners undertake irrevocably to indemnify the Developer for all pecuniary losses (including but not limited to opportunity loss), damages, costs and expenses sustained by the Developer with respect to development of said Residential Township on the said Land.

34. That, without prejudice to the other rights available to the Developer under the provisions of this Agreement or otherwise, the Developer can terminate this Agreement in following cases:

- (a) The Developer not satisfying itself about the title of the Owners with respect to the said Project Land;

[Handwritten signatures and notes at the bottom of the page, including "Zapw", "Sharanta", "JFC", "Sant", "Apurva", and "24/11/2019"]

(b) The Developer constrains not to develop the said Residential Township on the said Project Land due to non-approval / rejection of its application for License / Building Plans from the concerned Government Authorities like HUDA / DTCP.

In such cases and subsequent termination of this Agreement by the Developer, the Developer shall not be held liable / accountable for any financial liabilities or otherwise to the Owners. Further, the Parties agree that in such event, the Owners shall be, unconditionally liable to return any amount received by the Owners, paid on any account whatsoever, till the time of such termination, in furtherance of this Agreement from the Developer, to the Developer simultaneously with the termination of this Agreement.

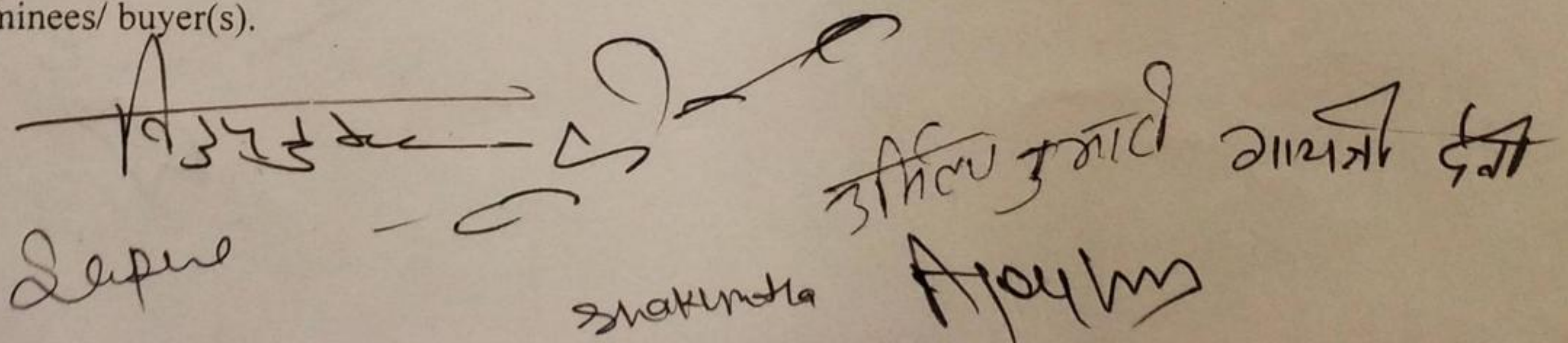
It is, however, agreed by the Owners that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Owners further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever.

35. That in the event of parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms or this agreement they shall record such terms in writing as addendum hereto, and no such term shall be binding between the parties until and unless they are reduced in writing signed by each of the parties herein.

36. That mutual notices shall be served upon the parties on their respective addresses given above by the courier/ registered mail.

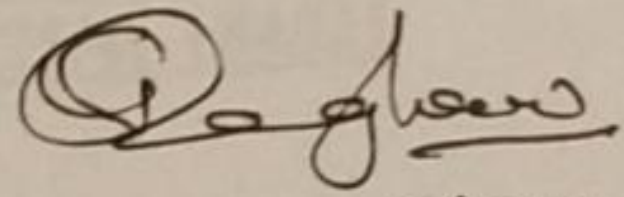
37. That in the event of the dispute arising between the parties relating to this agreement or any part thereof the same shall be referred to the sole arbitration of an arbitrator mutually appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The venue of Arbitration shall be at Gurgaon only.

38. After giving possession to the land owners of their allocation by the developer, if any government charges/ fees arises then it will be borne by the owners or its respective nominees/ buyer(s).

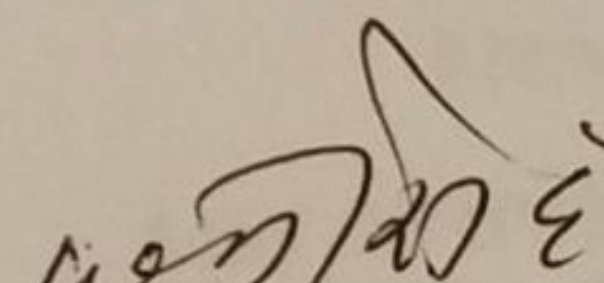
The bottom of the page features several handwritten signatures and stamps. On the left, there is a signature that appears to be 'Sapne' and another signature below it. In the center, there is a large, stylized signature. To the right of this, there is a stamp that reads '31/05/2018' and another signature. On the far right, there is a signature that appears to be 'Aparna' and another signature below it.

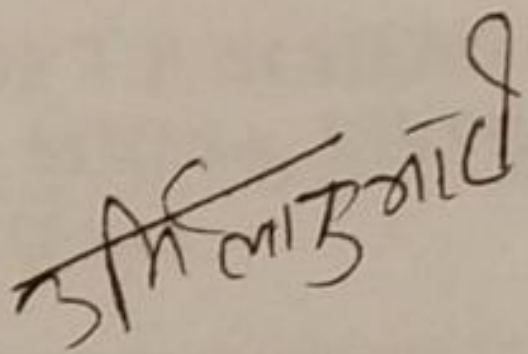
39. That nothing in this Agreement shall be construed to constitute in partnership or association of persons between the parties hereto.

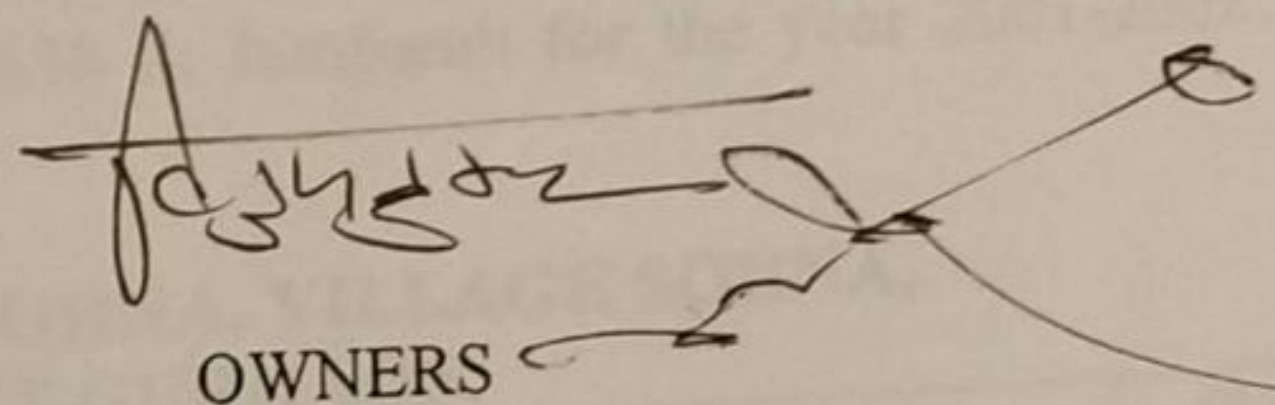
IN WITNESS WHEREOF, the parties have set their hands to this agreement on the day, month and year first above mentioned in the presence of the following witnesses:


17/8/2012

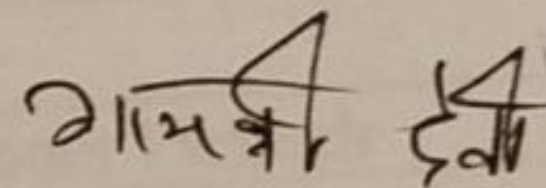
WITNESSES :

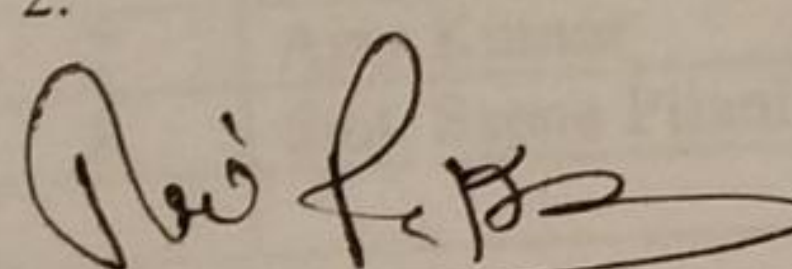
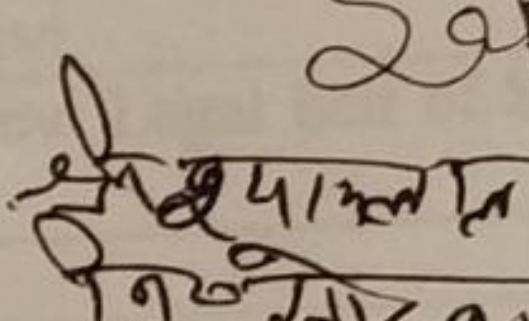
1. 
जनसिंह नम्बरदार
कल्याण नरहो सोडना (गृहमाली)

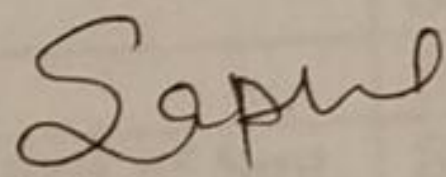




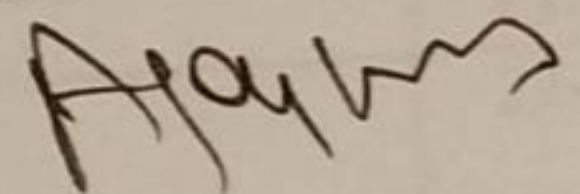
OWNERS



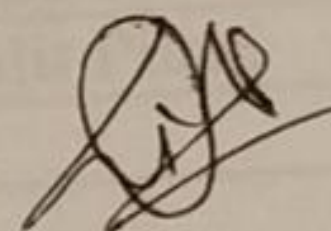
2. 
जयप्रकाश S/O 
नरहो सोडना



Shakuntla



DEVELOPERS



ANNEXURE-A

222//6/2//2, 15, 25, 248//3/1, 3/3, 8/3, 13/2, 18/3, 222//14/2, 16, 221//18/1, 17, 23, 24, 16/2, 25/1, 228//17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 23/1, 23/2, 222//24/2, 226//10, 227//4/2, 5, 6, 7/1, 179//16, 17, 18, 19, 22, 23, 24/1, 223//1/3/1, 1/3/2, 1/3/3, 1/3/4, 1/3/5, 10/2/1, 10/2/2, 10/2/3, 10/2/4, 10/2/5, 185//25/1, 25/2, 25/3, 25/4, 184//21 Baluda Road Sohna, District Gurgaon.

1. Mutation Nos. 14001, 14002, 14003, 14228, 14000, 14005, 13320, 13319, 12995, 12994, 13181, 13182, 13156, 13157, 17590, 14490, 14716, 14623, 13824, 13826, 17218, 17549, 17550 & Jambandi for the year 2001-2002, Khewat No. 21.

LIST OF OWNERS OF T.P. SCHEME SOHNA, VILLAGE SOHNA, TEHSIL SOHNA, DISTRICT GURGAON.

Sr. No.	Name of Owner	Father/Husband's Name	Share K-M
1.	Vijay Kumar	Sh. Chander Parkash	23-5
2.	Mahender Partap	Sh. Raja Ram	34-8
3.	Smt. Urmila Kumari	Sh. Chander Parkash	28-3
4.	Smt. Gayatri Devi	Sh. Vijay Kumar	47-15
5.	Smt. Shakuntla Devi	Sh. Mahender Partap	43-17
6.	Smt. Shakuntla Devi Legal heir of Smt. Kaushalya Devi	Sh. Mahender Partap	22-18
7.	Ajay Kumar	Sh. Chander Parkash	12-6
8.	Smt. Sapna Pilani	Sh. Lalit Pilani	4-16
			217-8

[Handwritten signatures and names]
Sapna
Shakuntla
[Signature]

[Handwritten signatures and names]
Ajay Kumar
Lalit Pilani

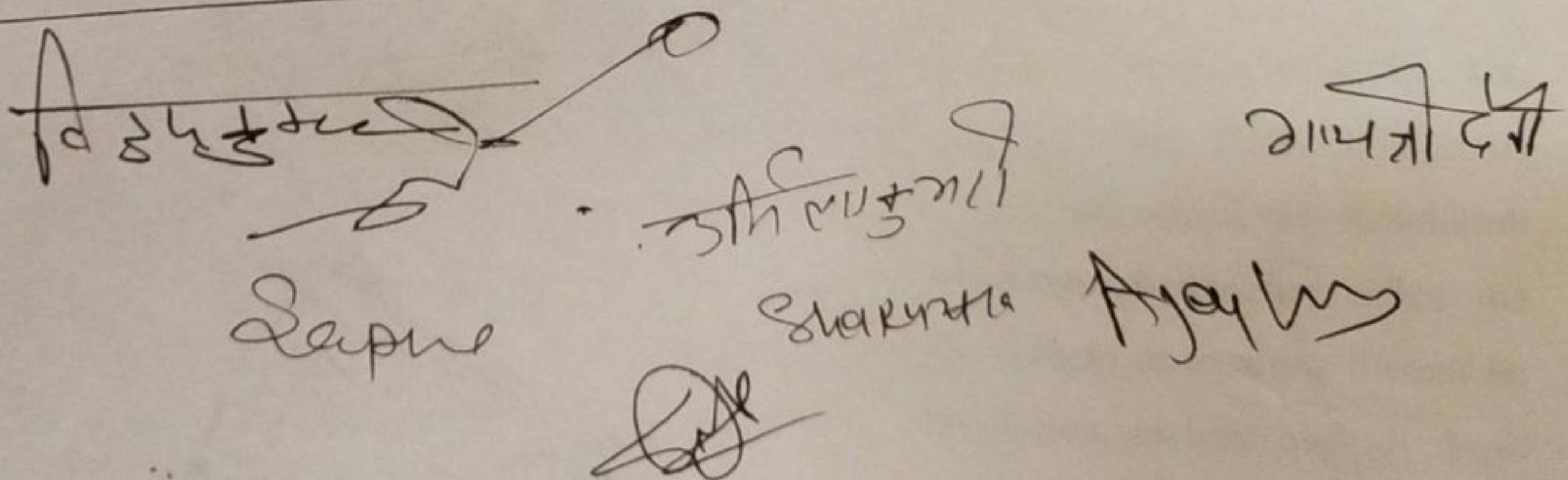
ANNEXURE-B

222//6/2//2, 15, 25, 248//3/1, 3/3, 8/3, 13/2, 18/3, 222//14/2, 16, 221//18/1, 17, 23, 24, 16/2, 25/1, 228//17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 23/1, 23/2, 222//24/2, 226//10, 227//4/2, 5, 6, 7/1, 179//16, 17, 18, 19, 22, 23, 24/1, 223//1/3/1, 1/3/2, 1/3/3, 1/3/4, 1/3/5, 10/2/1, 10/2/2, 10/2/3, 10/2/4, 10/2/5, 185//25/1, 25/2, 25/3, 25/4, 184//21 Baluda Road Sohna, District Gurgaon.

1. Mutation Nos. 14001, 14002, 14003, 14228, 14000, 14005, 13320, 13319, 12995, 12994, 13181, 13182, 13156, 13157, 17590, 14490, 14716, 14623, 13824, 13826, 17218, 17549, 17550 & Jambandi for the year 2001-2002, Khewat No. 21.

LIST OF OWNERS OF T.P. SCHEME SOHNA, VILLAGE SOHNA, TEHSIL SOHNA, DISTRICT GURGAON.

Sr. No.	Name of Owner	Father/Husband's Name	Share K-M	Cheque No. & Date	Name of Bank	Amount
1.	Vijay Kumar	Sh. Chander Parkash	23-5	114491	HDFC Bank Sohna	290625/-
2.	Mahender Partap	Sh. Raja Ram	34-8	114490	-Do-	430000/-
3.	Smt. Urmila Kumari	Sh. Chander Parkash	28-3	114492	-Do-	351875/-
4.	Smt. Gayatri Devi	Sh. Vijay Kumar	47-15	114493	-Do-	596875/-
5.	Smt. Shakuntla Devi	Sh. Mahender Partap	43-17	114494	-Do-	548125/-
6.	Smt. Shakuntla Devi Legal heir of Smt. Kaushalya Devi	Sh. Mahender Partap	22-18	114495	-Do-	286650/-
7.	Ajay Kumar	Sh. Chander Parkash	12-6	114496	-Do-	153750/-
8.	Smt. Sapna Pilani	Sh. Lalit Pilani	4-16	114497	-Do-	60,000/-
			217-8			2717500/-



 Sapna Shakuntla Ajay Kumar