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**AGREEMENT TO SELL/
CONVEYANCE FOR DEVELOPMENT RIGHTS**

This Document is made at New Delhi, on this 21 day of September, 2015
("Effective Date")

BETWEEN

CITITECH TOWNSHIP PRIVATE LIMITED, a Private Limited Company duly incorporated under the Indian Companies Act 1956, having its registered office at Near Hanuman Mandir, Sector-33A, Karnal, Haryana through its duly authorized Signatory Mr. Sanjeev Khokher (Director) authorized through resolution passed in the meeting of Board of Director held on 19-09-2015, (hereinafter referred to as "CTPL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the FIRST PART;

AND

CITITECH ESTATES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at H-3/6, Model Town, III, Delhi, through its duly authorized signatory Mr. Vikas Gotewala authorized through resolution passed in the meeting of Board of Director held on 19-09-2015, (hereinafter referred to as "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

(The "Developer and the "CTPL " are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party").

WHEREAS CTPL is the absolute owner of a plot land ad-measuring 106 Kanal



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5Marla (64281. 25 sq yds) (approximately) and more particularly described in the Schedule I hereunder, (hereinafter referred to as, the " the part of Subject Land belonging to and registered in the name of CTPL "). CTPL had acquired ownership right of the part of Subject Land belonging to and registered in the name of CTPL . The CTPL had entered in to a agreement to sell in respect of the aforesaid land with DEVELOPER for transfer and sale of the aforesaid land at a sale consideration of RS. 8,90,00,000/- (Eight crore ninety lac) and the developer had already paid a sum of Rs. 8,57,00,000/- (Eight Crore fifty seven lac) . The sale deed of the said land will be executed after the transfer of licence bearing No. 77/2011 dated 10/09/2011 for the development of residential group housing project.

WHEREAS DEVELOPER is also the absolute owner of a plot of land ad-measuring 169Kanal 10Marla (102547. 50 sq yds) (approximately) and more particularly described in the Schedule I hereunder, (hereinafter referred to as, the "Subject Land").

AND WHEREAS total area comprising of subject land of CTPL and of DEVELOPER is measured to 275 Kanal 15 Marla (166828.75 sq yds) and the combined land of is hereinafter referred to as the subject Land. The CTPL holds 40% share and the DEVELOPER holds 60% shares of the subject land. By virtue of this agreement, both the parties agree that the extent of their holdings in the said land shall be un- divided and hence the CTPL is holding 40% Un-divided share in the Said Land and the DEVELOPER holds 60% Un-divided shares in the Said Land. After the registration of the sale deed of the part of the subject land belonging to CTPL the entire land will be in the name of the developer

The ownership of CTPL and DEVELOPER are completely free and clear of all sorts of Encumbrances, and are vested with absolute, clear and marketable title, entitlements and possession over the Subject Land and is the recorded owner of the Subject land in all governmental records ;

CTPL and DEVELOPER have neither received any notice of default nor is in breach of any law, rules, regulations etc. in respect of the Subject Land as on the Effective Date. There is no encroachment on the Subject Land.

All the land revenue, taxes, charges and levies in respect of the Subject Land till date have been paid by CTPL and DEVELOPER on their shares of the respective land . Further all the land revenue, taxes, charges and levies in respect of the Subject Land for the proposed Project had been paid by the respective parties .

AND WHEREAS the CTPL had approached the Government authorities/ appropriate authorities and had obtained Letter of Intent dated 25/04/2011 bearing No. Memo No. LC-2522-JE(VA)-2011/5444 annexed as Annexure-IV, where after CTPL has also obtained license bearing No. 77/2011 dated 10/09/2011 in respect of the subject lands under which a residential township is to be developed annexed herewith as Annexure " A " .

In this process both financially and otherwise the efforts of the CTPL were duly



supported by the **DEVELOPER** which is hereby doth acknowledged.

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According to the aforesaid licence the minimum sale residential plots , which can be developed and sold on the Subject Land is 62249.48 sq yds approximately ("Residential FSI plot Area"). Out of the said Residential FSI plot Area, the aforesaid licence also provide for the construction of 5082 sq yds (1.050 acres) for commercial use.

During any proposed development on the Subject Land no Residential FSI plot Area and the commercial component forming part thereof would be lost for the purpose of any road widening, any reservations, statutory amenities as per Applicable Laws, EWS FSI Area etc. on the Subject Land; and according to the said licence the Residential FSI plot Area and the commercial component forming part thereof to be available on the Subject Land would be capable of being developed and sold freely in the open market. There shall be **an 2665 sq yds** approximately which will be available to be built as residential units for the EWS ("EWS FSI Area") and which will be over and above the Residential Area.

CTPL and Developer had entered in to a agreement dated 05/11/2011 to jointly develop the aforesaid residential group housing project on the Subject Land .

CTPL had further agreed to transfer the licence bearing No. 77/2011 dated 10/09/2011 in respect of the subject land in favour of **DEVELOPER** . CTPL has further agreed that it will execute all the necessary papers required for transfer of licence bearing No. 77/2011 dated 10/09/2011.

Whereas the parties to the agreement has agreed till the transfer of the part of the land and licence bearing No. 77/2011 dated 10/09/2011 standing in the name of CTPL a fresh development agreement is proposed to be executed to fully empowered and to grant the Development Rights over the Subject Land in favour of the **Developer and the existing agreement dated 05/11/2011 stand cancelled from the effective date this agreement .**

AND WHEREAS CTPL has in accordance with the terms of this Document, agreed to grant, simultaneously with the execution of this Document, the absolute, exclusive and irrevocable Development Rights (as defined hereinafter) to the **Developer** to develop a **residential group housing project** on the Subject Land. The sale deeds for residential plot shall be executed by the **Developer** in favour of third party allottees / purchasers in accordance with this Document.

And whereas the CTPL has already booked 107 number of plots consisting of a saleable area of 38395 sq.yds and have also received part consideration amounting to Rs. 13,99,50,117/- (thirteen Crore ninty nine lac fifty thousand one hundred seventeen only) out of a total consideration of Rs. 25,40,70,000/- (twenty five crore forty lac sevety thousand only) from the respective customers against booking of the said plots. The details of the said bookings along with the plot numbers, area and the consideration already received is detailed in the Annexure annexed herewith as Annexure " B " .



whereas the CTPL has represented to the DEVELOPER that he has complied with/ complying the requirement as envisaged in the Letter of Intent dated 25/04/2011 bearing No. Memo No. LC-2522-JE(VA)-2011/5444 and license bearing No. 77/2011 dated 10/09/2011

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Document and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

I. DEFINITIONS AND INTERPRETATION

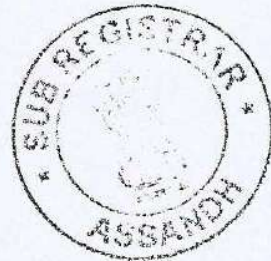
1.1. Definitions - In this Document (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

- (i) "**Affiliate**" shall mean any company, partnership or any other legal entity directly or indirectly controlling or controlled by or under common control of the Developer/CTPL, including but not limited to its subsidiary or holding company. For the purposes of this definition, the term "control" (including with correlative meaning, the terms "controlled by" and "under common control with") as means the possession, directly or indirectly, of the power to direct the director of the management whether through ownership of voting securities, by contract or otherwise;
- (ii) "**Document**" shall mean this document including all Schedules and Annexure attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- (iii) "**Applicable Law**" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person. acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
- (iv) "**Approvals**" shall include, with respect to the Project including all permissions, no objection certificates, permits, sanctions, exemptions, fire scheme approval and digging clearance (as may be applicable), clearances from State Pollution Control Board, consent to establish and operate, electrical/ sewerage/ water connection for construction and occupation (if applicable), or any other approvals required from any Governmental Authority or from any other person, as the case may be, for the acquisition, construction, development, ownership, management, leasing, disposal, transfer of or creation of third party interest in the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, (by whatever name called);
- (v) "**Brokerage**" shall mean and include all expenses related to encouraging sales through brokers/ channel partners i.e.- brokerage/commission payments, any



broker engagement activities or brokers incentive schemes introduced to carry out sales or any other expenses incurred in direct relation to brokers/ channel partners;

- (vi) "**Brokers**" shall mean and include all brokers, channel partners, sales agencies and other third parties which should be exclusively engaged by the **Developer** for marketing, promotion, selling the apartments / units of the Project;
- (vii) "**Conversion**" shall mean the order / sanction / permission / receipt / acknowledgement as may be issued by the concerned Governmental Authority and/or such other event under the Haryana Development of urban Area Act 1975 and Haryana Development and Regulation of urban Area Rule 1976 and the Applicable Laws which is obtained / achieved or to be obtained /achieved which would confirm change of land use or permission to use (by whatever name called) of the Subject Land **residential group housing project** ;
- (viii) "**Completion**" or "**Completed**" in respect of the Project, shall mean the completion of the construction and development of the Project as per the plan, architectural design and relevant permission/approvals and as evidenced by the completion / occupation certificate issued by the concerned Governmental Authority with respect to the Project;
- (ix) "**Development Rights**" shall refer to the entire development rights of the Project on the Subject Land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- a) enter upon and take sole possession and control of the Subject Land and every part thereof for the purpose of developing the Project;
 - b) plan, conceptualize and design the Project;
 - c) exercise full, free, uninterrupted, exclusive and irrevocable marketing, allotment, leasing, licensing or sale rights in respect of the Residential plots / units and car parking spaces on the Subject Land by way of sale, allotment, lease' or license or any other recognized manner of transfer, have the final authority to control with respect to the pricing of the Saleable Area and car parking spaces to be developed on the Subject Land and enter into agreements with such purchasers/ lessees as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees, hand over ownership, possession, use or occupation of the Saleable Area, car parking Spaces and proportionate undivided interest in the land underneath i.e. the Subject Land;
 - d) carry out the construction / development of the Project and remain in sole possession, control of peaceful enjoyment of the Subject Land or any part thereof until the Completion of development of the Project and marketing, leasing or sale of the Saleable Area and car parking spaces to be developed on the Subject Land and every part thereof;



- e) do all such acts, deeds and things that may be required for the development of the Project and for compliance in terms in this Document;
- f) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- g) make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Subject Land paid , in the manner the **Developer** may deem fit;
- h) make applications to the concerned Governmental Authority or semi-Governmental Authority in respect of Approval required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed residential plots and commercial space to be constructed on the Subject Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority or semi-Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the **Developer**;
- i) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required by and under the Applicable Law, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Subject Land,
- j) carry out and comply with all the conditions contained in the Approvals as may be obtained. from time to time;
- k) sell, allot, lease, license or otherwise dispose off or alienate the Saleable Area and car parking spaces in terms of this Document;
- l) surrender any portion of the Subject Land (as may be required under the Applicable Laws) to the Governmental Authorities or under any reservation to the Governmental Authorities in the prescribed manner and to take all necessary steps in that regard and for the benefit of the Project and to make necessary correspondences;
- m) create mortgage on the Subject Land or any part thereof and call upon **CTPL** to execute all documents, mortgage deeds, no-objection certificates, declarations, affidavits etc. as may be required by the



Developer in this regard;

- n) assign all benefits, rights and obligations forming part of the Development Rights (in whole or in part) in favour of any nominee or subsidiary entity of the **Developer** in the manner provided in this Document;
- o) Re-launch the Project and issue advertisements in such mode as may be deemed fit by the **Developer** as it may deem fit and proper for sale of the Saleable Area, announcing the development of the Project and inviting prospective purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and car parking spaces;
- p) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the premises to be constructed on the Subject Land as envisaged herein;
- q) set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under and to hand over the maintenance thereof to the association of plot owners or the maintenance agency of the Project, as the case may be;
- r) take appropriate actions, steps and seek compliances and exemptions under the provisions of the, Applicable Law,
- s) generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Document;
- (x) "**Development Risk**" shall mean any direct or indirect breach of or any deficiency in adherence to or performance to be made by **CTPL/DEVELOPER** and/or any person acting under/ through or on behalf of **CTPL/DEVELOPER** of their obligations with respect to part of Subject Land belonging to and registered in the name of **CTPL/DEVELOPER** under this Document and/or any defect/ claim/ dispute over the title of the part of Subject Land belonging to and registered in the name of **CTPL/DEVELOPER** which may be raised by any third party during the course of the Project;
- (xi) "**Effective Date**" shall mean the date of execution of this Document:
- (xii) "**Encumbrances**" means any disputes, litigation, threatened litigation, easement rights, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Government or Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, memorandum of understanding, development agreement, joint



venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

(xiii) "EWS" shall mean economically weaker sections / community-service personnel and lower category or such other similar connotation as provided for under the Applicable Laws which may be applicable to the Project;

(xiv) "Force Majeure" shall mean any of the following events/ circumstances or combination thereof:

- (i) acts of God e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and other natural disasters;
- (ii) explosions, air crashes, nuclear radiation, sabotage;
- (iii) strikes or lock-outs in government departments causing delay in obtaining approvals or general strikes and labour unrest / disputes;
- (iv) civil war, civil commotion, uprising against constituted authority, riots, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, acts of hostile army;
- (v) delay caused due to any claim, challenge or objection to the Project on the rights of the **Developer** on the Subject Land as provided in this Document and / or the Project; and / or delay caused by the authority in granting the approvals;
- (vi) acts or orders passed by Government and other authorities, courts, tribunals which suspends/stops the development of the Project and the course of or stop, thwart, prevent, interrupt or breach the supply and/or provision of any material and/or power, which is instrumental to the continuance of this Document;
- (vii) any hazardous, dangerous, unsafe chemical substance, material or property, which is found on the Subject Land which renders liable or endangers the health and safety of either Party or the general public
- (viii) any change in Applicable Laws adversely affecting the development of the Project including court injunction orders;
- (ix) the occurrence of any event or unforeseen circumstance arising as a result



of the Development Risk effecting the development of the Project; but does not include any action taken due to failure of the **Developer** to perform its obligations which is beyond the control of the **Developer** as enumerated in the points (i) to (viii) above

- (xv) '**FSI plot Area**' means plot area on the Subject Land towards the Residential FSI plot Area and the commercial component forming part thereof), EWS FSI Area, ;
- (xvi) '**Governmental Authority**' shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, Government of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/local authority having jurisdiction over any matter pertaining to the Subject Land or construction and development of the Project;
- (xvii) '**MCD**' shall mean the Municipal Corporation of **Assandh** .
- (xviii) '**Other Area**' would mean the community buildings/halls, recreational areas, crèche, library, reading room, senior citizen, recreation room, club, association/ society office etc. and all other areas as required to be constructed as part of the project under the Applicable Laws except for the Residential FSI Area and EWS FSI Area;
- (xix) '**Project**' shall mean the development of the Subject Land the Residential plot and the commercial component forming part thereof, Other Area, EWS FSI Area and other structures, buildings, recreational areas, open spaces, parking spaces, landscaping, developments etc. as may be deemed fit by the **Developer** ;
- (xx) '**Residential Plot Area**' shall have the meaning ascribed to it in Agreement with the buyers .
- (xxi) '**Saleable Area**', means the entire Residential plot Area and such portion of the Other Area available in the Project for sale in open market to prospective buyers as per the Applicable Laws (including the proportionate share in the common areas and facilities at the Project);
- (xxii) '**CTPL 's Costs**' shall mean any and all costs, charges, taxes (whether direct or indirect), fees, expenses or payments of any nature or description whatsoever incurred / to be incurred by **CTPL** . Brokerage proportionate to the any other interest / charges / penalties / reimbursement to the **Developer** accrued or as may accrue on **CTPL** , as part of this Document; and for avoidance, all costs to be incurred for mitigation or cure of any Development Risk;

1.2. Interpretation

In this Document, unless the contrary intention appears:

1.2.1 any reference to all any statute or statutory provision shall include.

- (i) all subordinate legislation made from time to time under that statute or



statutory provision (whether or not amended, modified, re-enacted or consolidated);

- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Document) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Document and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- 1.2.2 any reference to the singular shall include the plural and vice-versa;
- 1.2.3 any references to the masculine, the feminine and the neuter shall include each other;
- 1.2.4 any references to a "company" shall include a reference to a body corporate;
- 1.2.5 any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Document. The Schedules and Annexure to this Document shall form an integral part of this Document;
- 1.2.6 references to this Document or any other document shall be construed as references to this Document or that other document as amended, varied, supplemented or replaced from time to time;
- 1.2.7 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 1.2.8 each of the representations and warranties provided in this Document is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Document limits the extent or application of another Clause or any part thereof;
- 1.2.9 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.10 headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Document;
- 1.2.11 "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.12 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.13 reference to a person (or to a word importing a person) shall be constructed so as to include:
- (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (ii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;



1.2.14 all the recitals to this Document shall form an integral and operative part of this Document as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

1.3 Purpose

1.3.1 This Document is to set forth the terms and conditions with respect to the grant, and transfer of the Development Rights with respect to the part of Subject Land belonging to and registered in the name of CTPL in favour of the DEVELOPER for the development of project along with the land owned by the DEVELOPER, the nature of the Project to be developed and the rights and obligations of the Parties towards the implementation of the Project.

1.3.2 CTPL agrees that it shall from time to time execute all such further documents and assist the Developer as may be required to effectively carry on the full intent and meaning of the is Document in order to complete the transactions contemplated hereunder.

2. GRANT OF DEVELOPMENT RIGHTS OF THE PROJECT

- 2.1 On and from the Effective Date, CTPL irrevocably and exclusively grants and transfers to the DEVELOPER all the Development Rights in respect of the part of Subject Land belonging to and registered in the name of CTPL (for which the CTPL had already executed agreement to sale for sale of said land at a cost of Rs . 8,90,00,000/- (Eight crore ninety lac) and the developer had already paid a sum of Rs. 8,57,00,000/- (Eight Crore fifty seven lac) . The sale deed of the said land will be executed after the transfer of licence bearing No. 77/2011 dated 10/09/2011 for the development of residential group housing project and the CTPL has also agreed to hand over the physical possession of the part of the subject land belonging to the CTPL to the DEVELOPER AFTER THE TRANSFER OF LICENSE NO 77/2011 IN THE NAME OF DEVELOPER. The Project shall be implemented / developed and driven by the Developer on the entire subject land including the subject land owned by the Developer including but not limited to the quality, cost, design, layout, aesthetics, in accordance with the terms of this Document.
- 2.2 CTPL further agrees that from the Effective Date the DEVELOPER shall have the right to enter upon the part of Subject Land belonging to and registered in the name of CTPL directly or through its Affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/or subsidiary, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Subject Land.
- 2.3 The Parties agree that the Developer shall be entitled to the full exploitation of the entire residential plot Area and the commercial component forming part .
- 2.4 The landscaping, architecture, construction, design, implementation etc including the calculation of Saleable Area of the Project shall be at the sole discretion and expertise of the Developer, without any recourse to CTPL . The Developer shall be entitled to appoint, employ or engage



architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.

2.5 Approvals-

- 2.5.1 CTPL has represented that it had obtained the Conversion Sanction for the purpose of change of land use of the Subject Land from agriculture into residential group housing and provide the original documents in that regard to the **Developer**.
- 2.5.2. It is agreed between the parties that necessary application for transfer of licence bearing No. 77/2011 dated 10/09/2011 filed or will be filed with the appropriate authority in the name of the Developers .
- 2.5.2 **DEVELOPER** shall be responsible to make all future applications, undertakings, submit all affidavits, to the authorities and fulfil all other formalities and shall bear all costs, expenses, duties etc, that may be required towards obtainment of the any future Approvals.
- 2.5.3 All costs and expenses shall be borne by -
- (i) Statutory charges to be paid to the Governmental Authorities as per the demand raised by various Governmental Authorities,
 - (ii) Cost of consultancy to get all the Approvals; and
 - (iii) All costs and fees payable to any consultant appointed by CTPL in relation to obtainment of the Approvals.
- 2.5.4 The detailing, master planning and lay out of the Project, preparation of the building plans, if any, and specifications for the construction and development of the Project including commercial space shall be the sole entitlement, responsibility and discretion of the **Developer** who shall at times keep CTPL informed of the same from time to time.
- 2.5.5 The **DEVELOPER** agrees and acknowledges to bear the following costs in relation to the Project -
- (i) Construction and infrastructure cost,
 - (ii) Consultant costs, for example architect and design cost, consultants fee payable to consultants appointed by the **DEVELOPER** ;
 - (iii) Marketing costs;
 - (iv) Electricity costs, water and sewerage treatment and recycling system costs for installation thereof on the Subject Land, and taxes as applicable thereon;
 - (v) Cost of all amenities, facilities, fixtures, fittings, and power back-up etc. at the Subject Lands; .
 - (vi) Brokerage cost;
 - (vii) All costs, statutory dues and third Party Claims as may arise on occurrence of any accident during development of the project on account of negligence on part of the **DEVELOPER** .
- 2.5.6 It shall be open to the **Developer** to use existing connections for electricity, sewerage and water connection at the Subject Land for construction purposes and also obtain fresh connections for said purposes. CTPL undertakes to sign, execute and deliver all applications,



declaration, no objection, documents etc. and do all such acts, deeds and things as may be required by the **Developer** to assist in this regard. All costs, expenses and charges to be incurred for obtaining such connections shall be borne by the **Developer**. However, all such connections of electricity, sewerage and water required for the various units / plot forming part of the Saleable Area and other common areas at the Project shall be obtained by the **Developer** at its own costs and expenses.

2.5.7 **CTPL** shall furnish to the **Developer** all documents and information at regular intervals as the **Developer** may require to ascertain the status and progress of grant of the aforesaid Approvals.

2.6 Any impediment on the part of Subject Land belonging to and registered in the name of **CTPL** and the Development Rights vesting in favour of the **Developer** on account of any breach on part of **CTPL** shall be resolved by **CTPL** at its own costs and expenses and

Any impediment on the part of Subject Land belonging to and registered in the name of **DEVELOPER** and the Development Rights vesting in favour of the **Developer** on account of any breach on part of **DEVELOPER** shall be resolved only by **DEVELOPER** at its own costs and expenses

2.7 **CTPL** shall extend all cooperation and do all such acts and deed that may be required to give effect to the provisions of this Document, including, providing all such assistance to the **Developer**, as may be required by the **Developer** from time to time for the purpose of carrying out the transactions contemplated hereby or transfer of Licence bearing No. 77/2011 dated 10/09/2011 and transfer of part of the subject land belonging to **CTPL** and registered in its name. **CTPL** further agrees to, and shall execute, as may be required by the **Developer**, from time to time, all applications, affidavits, plans or other documents, as may be required by the **Developer** and shall also extend all cooperation and assistance for the development, completion and disposal of the Project. **CTPL** shall furnish all such relevant information in respect of the part of Subject Land belonging to and registered in the name of **CTPL**, as the **Developer** may request from time to time. In the event the **Developer** requires any assistance including execution of any document, application, affidavit, power of attorneys etc., it shall be the responsibility of **CTPL** to organised forthwith.

2.8 All decisions regarding the marketing, branding, pricing, sales, Project mix and all other decisions pertaining to the Project shall be taken by the **Developer** alone. All sales shall be made by or routed through the **Developer**.

2.9 **CTPL** agrees and undertakes to execute, maintain and cause to be registered simultaneously- on signing of this Document an irrevocable general power of attorney in favour of the **Developer** (the "GPA") in respect of the part of Subject Land belonging to and registered in the name of **CTPL**, so as to enable the **Developer** to perform all its obligations and entitlements as stated under this Document including to sign the sale deeds in favour of third party



Allottees / purchasers of plot in accordance with the terms of this Document. CTPL agrees and undertakes not to cancel, revoke or modify the GPA and to keep the same in full force and effect till the transfer of licence bearing No. 77/2011 dated 10/09/11 and transfer of part of the subject land belonging to CTPL and registered in its name and after that as may be required for the Developer to perform its obligations under this Document and receive benefits for its entitlements in this Document.

- 2.10 The GPA shall be irrevocable and the Developer shall be entitled to appoint one or more substitutes or its authorised representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its subsidiary entity or permitted nominee(s).
- 2.11 It is agreed between the Parties that all original title documents in respect of the part of Subject Land belonging to and registered in the name of CTPL and documents and Approvals obtained from time to time shall be deposited by CTPL with the Developer. The Developer shall be entitled to hold on to the same till Completion of the Project and till such time when the Developer has derived all benefits and entitlements available to it under this Document.
- 2.12 To facilitate the construction/ development of the Project and payment of security deposit/ guarantee/ other statutory payments/ developments cost etc. the Developer is entitled to raise funding / construction finance. To secure the above stated funding / construction finance, the Developer shall be entitled to create mortgage and/ or create a charge on the Subject Land and on the current and future constructed area on the same by Way of a mortgage by deposit of title deeds or any other sort of mortgage /charge. The Developer shall be entitled to sign, execute, deliver and register all the documents and do all such act and deeds as may be required to create the said mortgage on the Subject Land including to deposit / handover the original title documents of the Subject Land, as may be required. CTPL also undertakes to provide the necessary authorization to the Developer in this regard under the GPA, In the event required by the Developer, CTPL undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and all such documents and do all such acts, deeds and things as may be required to create the said mortgage / charge on the Subject Land, forthwith on being requested by the Developer and also file requisite filings of the charge at the registrar of companies.
- 2.13 CTPL has handed over the vacant, peaceful and physical possession of the part of Subject Land belonging to and registered in the name of CTPL to the Developer free from any sort of Encumbrances.

3. DEVELOPMENT

- 3.1 That in consideration of CTPL having agreed to entrust the development right of the part of the subject land and to confer upon the developer the right , power, privileged and benefit as mentioned herein , the DEVELOPER has handed over to the OWNER a sum of Rs.10,00,000/- (Rupees one lac only)



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vide cheque no.927628 drawn on Punjab national bank dated 19-09-2015 as refundable security deposit .

- 3.2 As the CTPL had agreed to transfer of part of the subject land belonging to CTPL and registered in its name in favor of the DEVELOPER at a total purchase consideration of Rs. 8,90,00,000/- (Eight crore ninety lac) and the developer had already paid a sum of Rs. 8,57,00,000/- (Eight Crore fifty seven lac) . The sale deed of the said land will be executed after the transfer of licence bearing No. 77/2011 dated 10/09/2011 for the development of residential group housing project.
- 3.3 The CTPL has already booked 107 number of plots consisting of a saleable area of 38395 sq.yds and have also received part consideration amounting to Rs. 13,99,50,117/- (thirteen Crore ninty nine lac fifty thousand one hundred seventeen only) out of a total consideration of Rs. 25,40,70,000/- (twenty five crore forty lac sevety thousand only) from the respective customers against booking of the said plots. The details of the said bookings along with the plot numbers, area and the consideration already received is detailed in the Annexure annexed herewith as Annexure " B ". After the execution of this agreement and from the effective date the entire project will be developed by the Developer and the entire revenue generated from the project will be collected by the Developer except the aforesaid already booked 107 number of plots consisting of a saleable area of 38395 sq. yds



It was represented by the CTPL that a fixed deposit of RS. 1,70,00,000/- (One crore Seventy lac only) has been pledged with the Central bank of India Parliament street branch Bank against the bank guarantee of Rs. 4,76,27,000/- (four crore sevety six lac twenty seven thousand) provided to Department of town and country planning .

The developer had agreed to pay a sum of Rs 1,70,00,000/- (One crore seventy lac only) to the CTPL on account of the said fixed deposit . The CTPL had agreed to give undertaking to the said banker that whenever the said bank Guarantee released / cancelled and the said fixed deposit encased by the CTPL the said amount will be paid by pay order in favour of Cititech Estates Private Limited .

The CTPL has represented that the CTPL had also incurred a sum of Rs. 4,05,00,000/- (Four crore five lac) on account of various development expenditure and paid 62,00,000/- (sixty two lac) to the department of town and country planning. The developer had agreed reimbursed the said expenditure to the CTPL

- 3.4 That the Developer shall deliver the developed plot to the 107 booking holders booked by CTPL as detailed in Annexure " B " after collecting the balance consideration from them as per the agreements entered with them by the CTPL of Rs.11,41,19,883/- (Eleven crore forty one lac nineteen thosand eight hundred eighty three Only) out of the total consideration of Rs. 25,40,70,000/- (twenty five crore forty lac sevety thousand only) and any other charges as levied by the developer after deducting the sale consideration of Rs. 13,99,50,117/- (Thirteen crore nineteen lac fifty thousand one hundred

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seventeen only) paid by the said booking holder and received by the CTPL subject to Individual consent of the booking holder. It is reiterated that if any booking holder refuses to provide consent in that case the developer will hand over the plot as per booking to the CTPL and the CTPL will recover the balance payment from the Booking Holder and transfer the entire balance payment received from the booking holder to the developers.

4. PROJECT IMPLEMENTATION

- 4.1 It is the responsibility of the **Developer** to obtain the completion certificate upon Completion of the Project at its own cost. In the event the Project is developed in phases, the **Developer** shall obtain completion certificate in phases.
- 4.2 The **Developer** shall be responsible for compliances in relation to safety and labour pertaining to the construction development of the Project, .
- 4.3 The **Developer** agrees to comply with the conditions laid down in sanctioned licence letter no---77 Of 2011 and all other Approvals to be obtained from the Governmental Authorities.
- 4.4 The **Developer** shall have full authority and final decision on all operational decisions in relation to the Project including but not limited to contracting, design, costing, accounts etc. and on all other aspects of the Project as envisaged in this Document.
- 4.5 The **Developer** shall be entitled to demarcate the common areas and facilities, and the limited common areas and facilities in the Project as per the sole discretion of the **Developer**, in accordance with the lay out plan and Applicable Laws.

5. MARKETING

- 5.1 The Parties agree that all decisions regarding the marketing, branding, pricing, sales, product mix and all other decisions pertaining to the Project shall be taken by the **Developer** alone. It is agreed and understood that **CTPL** shall not market and sell any part of the Saleable Area in the Project directly to the purchasers/ buyers, until and unless specifically allowed by the **Developer** after Completion of the Project. All sales shall be made by or routed through the **Developer**.
- 5.2 **The Project shall be promoted under the "VEDANTA CITY " brand name. The Developer may decide such logos for the Project as it deems fit and appropriate.**
- 5.3 The **Developer** shall be entitled to launch and sell the Saleable Area under the Project in such phases as the **Developer** deems fit and appropriate.
- 5.4 **CTPL** understands that in terms of this Document the entire Saleable Area at the Project is to be marketed and sold / leased / licensed by the **Developer** until Completion of the Project. **CTPL** agrees and acknowledges that this restriction is critical to ensure the commercial success and marketability of the Project and also to ensure that the owners / purchasers / occupants of all plots /units in the



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Project are bound by the same terms and conditions inter-alia for use and occupation of the apartments, units, common areas, maintenance charges, transfer fee etc.

5.5 The **Developer** shall have the sole and exclusive right to prepare and finalize all documents and agreements which would, be signed by / with the end purchasers / lessees / licensees of the entire Saleable Area at the Project, including but not limited to marketing brochure / prospectus, application forms, provisional / final allotment letters, apartment / unit buyer agreements, sale / conveyance deeds, maintenance agreements and others as the **Developer** may consider appropriate. The **Developer** shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the end purchasers.

5.6 The **Developer** reserves the exclusive right to select the set of Brokers. All advertisement rights shall vest absolutely with the **Developer** including its timing, format etc.

The Parties hereto agree that only the **Developer's** contact details (address, phone numbers etc.) would appear on all marketing and selling materials. The design of all marketing and selling materials will be at the discretion of the **Developer**. The layout of the components of the advertisement / marketing materials etc. shall be in such formats as may be decided by the **Developer**.



6. MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS

6.1 It is agreed and understood between the Parties that the **Developer** has entered into this Document on the representation of **CTPL** that it is the sole and absolute owner of the part of Subject Land belonging to and registered in the name of **CTPL** acquired by virtue of duly executed, binding and registered title documents, and is free and competent to irrevocably and exclusively grant and transfer the Development Rights thereon to the **Developer**.

6.2 **CTPL** and the **Developer** agree that on the sale of all units in the Project and/or on utilization of the entire FSI plot Area in the Subject Land or the Project being Completed or as required or any other similar statute or under the Applicable Laws, a society and / or association of the plot owners would have to be formed as per the Applicable Laws, to whom or to the maintenance agency as permissible under the Applicable Laws the overall charge; maintenance and upkeep of the entire Project would have to be handed over.

6.3 The Parties shall be responsible to bear their respective liabilities for income tax, as may be applicable and leviable on their shares and entitlements under this Document. There shall be no restriction on any change in the shareholding pattern of the **Developer**.

6.4 **CTPL** agrees and covenants that at any time after the Effective Date, and except in accordance with the terms hereof, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or

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Encumbrance in or over or in relation to the Development Rights, the part of Subject Land or the Project.

6.5 CTPL shall ensure that no other person, acting under or through it, does any act of commission or omission that

- (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the **Developer** or
- (ii) whereby the grant and transfer of the Development Rights or the rights of the **Developer** in respect of the part of Subject Land belonging to and registered in the name of **CTPL** are prejudicially affected. Without limiting the generality of the foregoing, neither **CTPL** nor any of its representatives or agents shall interact with, apply to or appear before any concerned Governmental Authority or any third party in respect of the part of Subject Land belonging to and registered in the name of **CTPL** or the Project. In Performance of its duties and exercise of its rights, powers and authorities under this Document, **CTPL** shall act in the best interest of the **Developer** and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the **Developer**.

6.6 **CTPL** and the **Developer** shall perform all its obligations and compliances relating to the development of the Subject Land as provided in this Document.

6.7 The Parties will make best efforts and work in good faith to get the GPA executed simultaneously with this Document registered at the earliest possible.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each of the Parties hereby represents, warrants and undertakes to the other Party that:

7.1.1 it has the full power and authority to enter into, execute and deliver this Document and any other deeds, documents or agreements, including Power of Attorney, and consents, contemplated hereunder or pursuant hereto (the "Other Documents").

7.1.2 the execution and delivery of this Document and Other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorised by its directors/ shareholders (as required under applicable law) and all necessary corporate or other action of the Party; the execution, delivery and performance of this Document or any Other Document by such Party and the consummation of the transaction contemplated hereunder or under any Other Document shall not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other Agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses;



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7.1.3 For the avoidance of doubt, the representations and warranties mentioned in this Document shall continue to be in force and effect till the Completion of the Project and shall survive thereafter.

7.2 CTPL represents and warrants to the Developer that:

7.2.1 All information in relation to the transactions contemplated herein which would be material to the **Developer** for the purposes of entering into this Development Agreement, and consummating the transaction contemplated herein, has been made available and disclose to the **developer** and continues to be true, complete and accurate in all respects and not misleading in any manner.

7.2.2 That as on the date of signing of this Document, there are no Encumbrances which may have any material adverse effect on the transaction contemplated under this Document or on the Project or the Development Rights.

7.3 The Developer represents and warrants to CTPL that:

7.3.1 There are no prohibitions against the **Developer** from entering into this Document as recorded herein under any act or law for the time being in force;

7.3.2 It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, approvals, and permits, and has full power and authority to execute and deliver this Document and to consummate development of the property as contemplated by this Document.

7.3.3 The execution and performance of this Document will not violate, conflict with, or result in a breach of or default under Law or any of its constitutional documents;

7.3.4 Each of the representations and warranties set forth in this Document shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

7.3.5 **CTPL** and the **Developer** undertakes to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by **CTPL** and **Developer** herein, to become untrue or inaccurate or misleading, at any point of time.

8. INDEMNITY

8.1 Without prejudice to the rights of the **Developer** under any other provision of this Document or any other remedy available to the **Developer** under law or equity:



- (a) CTPL shall indemnify keep indemnified, defend and hold harmless the **Developer** and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of CTPL contained in this Document; (ii) any breach of or non-compliance with any covenant or any other term of this Document, (iii) any impediment on the Subject Land and the Development Rights vesting in favour of the **Developer**, and (iv) any claims, demands, suits, litigation and proceedings of any nature in respect of the part of Subject Land belonging to and registered in the name of CTPL or grant of Development Rights to the **Developer** pursuant to this Document.
- (b) **Developer** shall indemnify, keep indemnified, defend and hold harmless CTPL and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise out of (i) any misrepresentation or any breach of any representation or warranty of the **Developer** contained in this Document; (ii) any material breach of or non-compliance with any covenant or any other term of this Document; and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect arising on account of such non-compliance by the **Developer**.



9 GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Document shall be governed by, and construed in accordance with, laws of India.
- 9.2 In the case of any dispute, controversy or claim arising out of or in connection with this Document, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties.
- 9.3 If the dispute is not resolved through such discussions within 30 (Thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 9.4 The venue of arbitration shall be at New Delhi and the language of the arbitration proceedings shall be English.
- 9.5 The arbitral tribunal shall consist of three (3) arbitrators, wherein one arbitrator to be appointed by each Party and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral

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tribunal.

- 9.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Document.
- 9.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 9.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Document as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 9.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.

10 NOTICES

- 10.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Document shall be given in writing and may be given by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery.:

- (a) **If to CITITECH TOWNSHIP PRIVATE LIMITED**
Address: Near Hanuman Mandir, Sector-33A, Karnal, Haryana
Telephone No:09254132003
Attn: Sanjeev Khokher
E-mail:cititechtownships@gmail.com
- (b) **If to the Developer(CITITECH ESTATES PRIVATE LIMITED**
Address: H-3/6, MODEL TOWN, III, DELHI-110009
Telephone No: 9811040121
Attn: VIKAS GOTEWALA
E-mail: vikas_sanghi@rediffmail.com

11 CONFIDENTIALITY

- 11.1 This Document, its existence and all information exchanged between the Parties under this Document or during the negotiations preceding this Document is confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall



Sanjeev Khokher *Vikas Gotewala*

issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Document or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) is, at the date this Document is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Law or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its Affiliate;
- (iv) any third party can ascertain independently on account of this Document or the GPA being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (v) the **Developer** / its shareholder Company, who possess the **Developer's** share may have to disclose to any of its shareholders, investors, Affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws;
- (vi) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to the is Document, after giving prior notice to the other Party; or
- (vii) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.



12 GENERAL

12.1 No Partnership

Nothing contained in this Document shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Document is executed on Principle to Principle basis and Parties under this document shall be bound for their distinct responsibility, rights, liabilities and obligations.

12.2 Variation

No variation of this Document shall be binding on any Party unless such variation is in writing and signed by each Party.

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12.3 Assignment

12.3.1 The **Developer** shall not be entitled to assign /transfer this Document to any third party i.e. any party other than its Affiliate, without the prior written approval of **CTPL**. It is agreed that in all circumstances, the **Developer** herein share be responsible and keep **CTPL** harmless against the acts of such assignee / transferee.

12.3.2 **CTPL** is not entitled at any point of time to assign any of its rights and obligations contained herein to any person.

12.4 Waiver

No waiver of any breach of any provision of this Document shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

12.5 Successors and Assigns

This Document shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

12.6 Further Acts

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Document and each of the transactions contemplated under this Document. Without limiting the generality of the foregoing, if the Approvals of any Government Authority are required for any of the arrangements under this Document to be effected, each Party will use all reasonable endeavours to obtain such Approvals.

12.7 Authorization

The persons signing this Document on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

12.8 Conflict

To the extent that there is any conflict between any of the Provisions of this Document and any other agreement by which the subject land or any part thereof is bound, the provisions of this document shall prevail to the extent permitted by the Applicable Law.

12.09 Specific Performance of Obligations

The Parties to this Document agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Document, the rights and obligations of the Parties under this Document shall be subject to the right of specific performance and may be enforced against a defaulting party. The parties acknowledge that any breach of the provisions of this Document will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other- party. The Parties agree and covenant unequivocally and unconditionally that the affected party shall be



Signature 1 *Signature 2*

entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party.

12.10 Stamp Duty and Registration

The stamp duty and registration fee if any applicable on this Document shall be borne equally by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Document the day and year first herein above written.

WITNESS

पवन सिंह बज्जल
निवासी न्यू सिटी (रंग)

WITNESS

Bijendra Singh
विजेंद्र सिंह पुत्रा लखन सिंह
निवासी लखना (काल)


SANJEEN KHOKAR)

Signed and delivered for and on behalf of -
CITITECH TOWNSHIP PRIVATE LIMITED



(VIKAS GOTEWALA)

Signed and delivered for and on behalf of -
CITITECH ESTATES PRIVATE LIMITED



Schedule I

Details of land owned by CTPL and DEVELOPER

Land owned by CTPL

Jamabandi for the year 2007-08, Khewat No. 2364 Min, Khatoni No. 3350 Min, Khasra No. 136//25 Min West (6-0) and Khewat No. 2522 Min, Khatoni No. 3545 Min, Khasra No. 164//6/2 Min Darmiyan(3-0), 15/1 Min Darmiyan(1-9), Kittas-2, land measuring 4K-9M and Khewat No. 2855 Min, Khatoni No. 4024 Min, Khasra No. 164//5 Min, Darmiyan(3-0), total land measuring **13K-9M from three khewats**

Khewat No. 2361, Khatoni No. 3347, Khasra No. 136//2/1/1(2-18), 2/2(4-13), 13/2(6-16), kittas-3, land measuring 14K-7M and Khewat No. 2850, Khatoni No. 4017 Min-4018 Min, Khasra No. 136//9(8-0), 12(8-0), 18/1(4-4), 18/2(3-16), 19(8-0), 22(8-0), 23(8-0), kittas-7, land measuring 48Kanal, total land measuring **62K-7M from two khewats**

Khewat No. 2332/2242 Min, Khatoni No. 3318/3249, Khasra No. 131//18/2(7-2), 23/1(2-0), kittas-2, land measuring 9K-2M and Khewat No. 2820/2707, Khatoni No. 3985/3908, Khasra No. 131//22/1(7-11), 23/2(6-0) and 136//3(7-16), kittas-3, land measuring 21K-7M, total land measuring **30K-9M from two khewats.**

Land owned by Developer

Jamabandi for the year 2007-08, Khewat No. 1159 Khatoni No. 1683 Murba No. 132 Killa No. 17/2(3-18), 19(3-1), 22(8-0), 23(9-16), 24(8-0) Kitte 5 with total land measuring **32K-15M**

Jamabandi for the year 2007-08 Inteqal no. 16046 Khewat no. 2326, Khatoni No. 3311 Khasra No. 135//4(7-12) & Khewat No. 2816 Khatoni No. 3980 Khasra No. 135//2(7-7), 8(8-0), 9(7-7) Kitte 3 Rakba 22K14M & Khewat no. 2327 Khatoni No. 3312 Khasra No. 135//7/1(5-17) & Khewat no. 2815 Min Khatoni No. 3979 Min Khasra No. 135//5(7-8).6(7-8) Kitte 2 Rakba 14K16M Total Rakba 4 Khewtan with total land measuring **50K19M**

Jamabandi for the year 2007-08 Khewat No. 2366 Min Khatoni No. 3352 Min Khasra No. 136//07(8-0), 8(8-0), Kitte 2 Rakba with total land measuring **16K**

Jamabandi for the year 2007-08 Intekal No. 16631 Khewat No. 2850 Khatoni No. 4017 Khasra No. 164//2(8-0), 3(8-0), Kitte 2 Rakba 16K & Khewat No. 2849 Khatoni no. 4016 Khasra No. 136//24(8-0) & Khewat no. 2362 Khasra No. 136//2/1/2(0-4) Total rakba with land measuring **24K4M**

Jamabandi for the year 2007-08 Intekal No. No. 14028 & 14084 Khewat No. 2365 Khasra No. 136//06(8-0), 13/1(1-4) Kitte-2 Rakba 9K4M(owner Gurinder Singh only) & Khewat no. 2855 Min Khatoni No. 4024 Min Khasra No. 135//10(7-8) & 136//16/2 Min West(4-0) Kitte-2 Rakba 11K8M(owned half by Gurinder Singh & half by Varinder Singh & Narendar Singh) & Khewat no. 2856 Min Khatoni No. 4025 Min Khasra no. 136//15 Min West (6-0)(owned by Mr. Ranjeet Singh Only) & Khewat no. 2856 Min Khatoni no. 4025 Min Khasra no. 136//16/1 Min West (2-0) & 17(8-0) Kitte 2 rakba 10K (owned by Gurinder Singh Only) & Khewat No. 2857 Min Khatoni No. 4026 Khasra No. 136//14(8-0) (owned by Varinder Singh & Narendar Singh) with total land measuring **44K12M.**



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डीड संबंधी विवरण	
श्री/श्रीमती का नाम AGREEMENT	गांव/शहर असंध
PREMISE का विवरण SANGREVA ASSANDH (KARNAL)	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 85,700,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प नं. 1864	स्टाम्प की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: Department

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 21/09/2015 दिन सोमवार समय 3:04:00PM बजे श्री/श्रीमती/कुमारी CITITECH TOWNSHIP PRIVATE LIMITED thru Mr. Sanjeev Kishore Director पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

(Signature)

(Signature)

उप/सयुक्त पंजीयन अधिकारी
असंध



श्री CITITECH TOWNSHIP PRIVATE LIMITED thru Mr. Sanjeev Kishore Director OTHER

उपरोक्त पक्षकर्ता श्री/श्रीमती/कुमारी Mr. Vikas Goyal कर्तव्य है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने मंजूर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 85,700,000.00 रुपये की राशि कर्तव्य पेशकर्ता को अदा की तथा प्रलेख में वर्णित आग्रम अदा की राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी चन्द्र सिंह नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी न्यू झिण्डा (रतग) व श्री/श्रीमती/कुमारी बन्धु सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी सुभाष निवासी केरला (करनाल) ने की।
साक्षी नं: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 21/09/2015

(Signature)

(Signature)

उप/सयुक्त पंजीयन अधिकारी
असंध



Reg. No.
1,961

Reg. Year
2015-2016

Book No.
1



पेशकर्ता



दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी

पेशकर्ता	Mr. Sanjeev Khokher-Direc		
दावेदार	Mr. Vikas Gotewala		
गवाह	चनन सिंह नम्बरदार		
गवाह	बिजेन्द्र सिंह		

Reg. No.	Reg. Year	Book No.
1,961	2015-2016	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,961 आज दिनांक 21/09/2015 को बही नः 1 जिल्द नः 120 के पृष्ठ नः 150 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 1,891 के पृष्ठ सख्या 55 से 56 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 21/09/2015

उप/सहायक पंजीयन अधिकारी
असंध



Soyee 2
Assandh



Biswajit