

Indian-Non Judicial Stamp Haryana Government



Certificate No.

E0282018D92

Stamp Duty Paid :

GRN No.

Penalty:

Name: .

Sid precision Tech Private limited

H.No/Floor:

Sector/Ward > Na **

LandMark :

East of kailash

City/Villago : New dethi-Phone:

District : Delhi

State

Delhi

Buyer / Second Party Detail

Seller / First Party De

Name:

Mahi Buildoon Private limited 🧠

H.No/Floor, C8

Sector/Ward Na

LandMark

East of kallash

City/Village:

New delhi

9811195716

District Delni

State

Delhi

Phone:

9810595526

Purpose:

Collaboration Agreement

The authenticity of this decument can be verified by scurning this QrCode Through smart phone or on the webs

Consideration Amount: 5,84,400/-Stamp Duty Paid @ %5 =29,220/-Stamp Certificate No/Date-E0282018D92 Dated-28-04-18 Area-0.0687 Acres

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made and executed at Palwal on this idea. of May, 2018

M/s SD PRECISION TECH PVT. LTD. a company incorporated with the Registrar of Authorized Representative/Director Mr. Tarun Singla, S/o Sh. M.R. Singla, having its registrered office at C-8, East of Kailash. New Delhi-110065 hereinafter called the "OWNER", which expression, unless repugnant to the context or law, shall mean and include the said Owner, its executors, beneficiaries, administrators, successors liquidators and legal representatives, the party of the FIRST PART.

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	डीड सबंधी विवरण
डीड का माम AGREEMENT	
तहसील/सब-तहसील पलबल	गांव/राहर पलवल
	भवन का विवरण
	भूमि का विवरण
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:	धन सबंधी विवरण
राशि 584,400,00 रुपये	कुलस्टाम्म डयूटी की राशि 29,220.00 रुपये
E-Stamp स्टाम्प न E0282018D92	स्टाम्प की राशि 29,220.00 रूपये DFC: JKNPKHPI
रजिस्ट्रेशन फीस की राशि 5,000,00 रुपये .	पेस्टिंग शुल्क 3.00 रुपये
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Drafted By: N.S. Dagar, Adv.

Service Charge: 200,00 रुपये

यह प्रलेख आज दिनोंक 30/04/2018 दिन सोमवार समय 1:14:00PM बजे श्री/श्रीमती/कुमारी M/s SD/Trecision Tech Pvt. पुत्री/पुत्रि/भृक्षी Dद्रहर श्रीपोरी/कुमारा Sixele. Singla निवासी c-8, East of Kailash, New Delhi द्वारा पँजीकरण हेतु प्रस्तुत किया प्रया।

हस्ताक्षर प्रस्तुतकर्ता

Distance

उप/ससुँकत पैँजीयर अधिकारी

पलवे**ल**

新M/s SD Precision Tech Pvt. Ltd.-Through-Director-Mr. Tarun Singla

उपरोक्त पंशकतां व श्री/श्रीमती/कुमारी M/s Mahi Buildon Pvt. Ltd.-Through-Director-Mr. Sanjeev Agarwal दावेदार हाजिर है। प्रस्तुत प्रेलेख सक्कित्त ध्योरचीका दो किया। को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पश्चो की पहचान श्री/श्रीमती/कुमारी Ram Kishor, Lambardar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fazalpur व श्री/श्रीमती/कुमारी Somer Singh, Lambardar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Somer Singh, Lambardar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी प्रिका के किया। साक्षी न: 1 को हम नम्बरदार/अध्यवनता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान क्रिस्ता है।

दिनोंक 30/04/2018

उप/सर्वेकत प्रजीयन अधिकारी

पलदल

मह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डास्ट दी गई है

ठप / सर्युंकेर्ज्ज ∕\प्रॅजीयन अधिकारी

पलवल



M/S MAHI BUILDCON PVT. LTD, a company incorporated with the Registrar of Companies, National Capital Territory of Delhi & Haryana, Delhi, under the Companies Act, 1956, acting through its duly Authorized Representative/Director Mr. Sanjeev Agarwal, S/o Sh. Shreeniwas Agarwal, having its registered office at C-8, East of Kailash, New Delhi-110065 hereinafter called the "OWNER", which expression, unless repugnant to the context or law, shall mean and include the said Owner, its executors, beneficiaries, administrators, successors, liquidators and legal representatives, the party of the SECOND PART.[Hereinafter OWNERS and the DEVELOPER are collectively referred to as 'Parties' and individually as "Party" as the context demands]

WHEREAS:

- A. The Owners are the exclusive owners and in possession of Land Khewat/Khata No-972/1128, Mustikil NO-50, Kila No. 2/1(5-10), situated in revenue estate of village Palwal, tehsil and distt. Palwal vide sale deed no- 156 dtd. 05/04/2013 registered in the office of sub-registrar palwal. And the land owner want to develop 0.6875 Acre 5K-10M with the developer, described in Schedule-hereunder as marked in red in the Shajra Plan with details Annexure-I out of the his total land (hereinafter referred to as the "Said Land") with the condition that the developer leave 33ft, wide parallel road including Govt, road (as recorded in the revenue records of the village) in their own land towards the owner's project land from main road to other adjoining land of the owner. Whenever land shall be leave by developer for widening the 33 ft, road that shall be donated by the developer to the municipal corporation Palwal for common way/path.
- B. The Owners represents that the said Land falls under residential zone at the Development/Master Plan of Palwal. The Owners has further represented to the Developer that the said Land is free of all sorts of encumbrances, charges, disputes liens, third party rights, litigations, acquisition proceedings etc. and they have free and marketable title to the said Land.
- C. The Owners being desirous of developing the said Land into a plottee residential colony (herein "Project") under The Deen Dayal Jan Awas Yojna Policy 2016 at may be permissible and approved and being not equippee with necessary experience and infrastructure have approached the Developer.
- D. The Owners have provided the Developer with true photocopies of all the title documents and revenue records pertaining to the said Land and the Developer has scrutinized the same and have after satisfied itself as to their accuracy have relied upon it prior to entering and executing this Collaboration Agreement.
- E. The Developer relying upon the statement, assurances and representations of the Owners have agreed to enter into this Collaboration Agreement and to develop residential plotted colony on the said Land on the terms and conditions hereinafter appearing.

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NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

PROJECT

- 1.1. The Project shall comprise of residential plots, community centre etc. to be developed upon the said Land as may be planned by the Developer and approved by the concerned authorities:
- 1.2. In pursuance of obligations assumed by Developer and subject to the terms of this Agreement the Owners will make available the said Land and place the same at the disposal of the Developer, free of cost, for the purpose of development into a plotted residential colony thereon.

2. GRANT OF DEVELOPMENT RIGHTS

- 2.1 The Owners hereby entrusts to the Developer exclusive right for development of the said Land into a residential plotted colony in accordance with the terms and conditions of this Agreement.
- The Developer on execution of this Agreement, shall be entitled to survey the said Land, prepare the layout and service plans and development scheme for submission to the Director General, Town & Country Planning, Chandigarh ("DGTCP") and/or such other authority(s) as may be concerned in the matter for obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the Project on the said Land.
- 2.3 The Owner on issuance of LOI by DGTCP shall handover the physical, vacant and peaceful possession of the said Land to the Developer for development, construction and completion of the Project on the said Land.
- The Parties agree, that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 5-A of the Transfer of Property Act, 1882 and/or such other law for the time being in force.
- 2.5 Subject to the terms and conditions set forth herein, the Owners hereby agrees and undertakes not to disturb, interfere with or interrupt the planning, development/construction activity to be carried out by the Developer on the said Land and/or commit or omit anything that would result I in stoppage or delay of the planning development/construction activity to be undertaken under this Agreement.

3. LAYOUT

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- 3.1. The Developer at its own cost and expense shall design and draw out a layout plan of the project with all the requisite facilities/amenities in complete project area as per prescribed norms, rules and regulations and for this purpose, and shall be entitled to employ, engage architects planners, consultants etc. The Owners agrees not to interfere in the design, plan of the layout plan of the Project.
- 3.2. The Developer shall be entitled as may be considered appropriate by the make any modifications/amendments in the layout plan of the project anytime before or after obtaining approvals within the permissible frame work of rules and bye-laws.
- 3.3. The Developer shall allocate the Owner's 10% share in the Project and demarcate the same on layout of the project after obtaining letter of intent (LOI) and approval of the Layout from DGTCP in accordance with the provisions of clause 13 herein below

APPROVALS

- 4.1. The Developer agrees to obtain at its own cost and expense all requisite permissions, sanctions and approvals including conversion of land use LOI/License as may be required from the DGTCP and other concerned Authorities, for development of the said Land into a plotted residential colony and the owner shall not pay any amount of the enhancement EDC/IDC, license fee & other charges after LOI for the same.
- 4.2. The Developer shall at its own and expense prepare the requisite applications for license and submit the same to DGTCP along with all necessary documents and proof of title including latest copies of jamabandi etc., which shall be provided by Owners on request of the Developer. All the necessary fees including scrutiny fees etc. as required shall be borne and deposited by 'the Developer.
- 4.3. The Owners shall fully cooperate in the submission of necessary applications for approval and agree to provide all necessary documents and to sign and execute any applications, documents for the purpose and will also execute a Special Power of Attorney, simultaneously with the signing of this collaboration agreement, in favor of the Developer and its representatives in the form attached herewith vide Annexure.....The Power of Attorney shall empower and authorize the Developer and its representatives to undertake amongst others, the following activities:

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- Commencement, construction, development and completion of the Project.
- (ii) Appointment and engagement of outside agencies, architects, contractors, engineers and other consultants for the development of the Project.
- (iii) Marketing and sale of the Saleable Areas as per their respective share and to collect the sale proceeds and other charges from the customers/buyers in its own name.
- (iv) To sign, execute and submit all papers, documents, deeds letters, affidavits, no-objection certificates, authorizations, undertakings and take such other actions as may be required for purposes of construction, development, and marketing as may be required to consummate more effectively the purposes or subject matter of this Agreement.
- 4.4. The Owners also execute a General Power of Attorney in favor of the Developer and its representatives for license and development work and to the extent that 90% share of the developer for the execution and registration of Allotment Certificate and Agreement, sale deeds, or other agreements/deeds, lease (defined herein below) in the form appended hereto as Annexure... for enabling the Developer to sell their share in the Project.
- 4.5. The Owners agree to also sign/execute all applications, documents, affidavits, undertakings, indemnity bonds, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of the terms of this Collaboration Agreement.
- 4.6. The Parties to this Collaboration Agreement agree that the Developer shall execute all necessary documents, including General Power of Attorney and Specific Power of Attorney, as may be desired by the Owners, for enabling the Owners to sell their share in the Project.

DEVELOPMENT:

- 5.1. The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals where necessary as may be required from all concerned Authorities, including but not limited to conversion of land use. Letter of Intent (LOI)/License and sanction of Plans for sanction and development of the Project.
- 5.2. The Developer shall file the application for obtaining license to develop residential plotted colony/Project with in 90 days of execution of this

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Collaboration Agreement subject to execution/availability of necessary documents and information by/from the Owners.

5.3. The Developer represents and warrants to the Owners herein that on best efforts basis, it undertakes to procure the Letter of Intent (LOI) with 12 months from the date of execution of the Collaboration Agreement of the working day on(hereinafter "Outside Date")

In the event if either the Developer is not able to procure the for the Project or the Appropriate Authorities—does not grant the LOI by the outside Date, unless extended, for the purposes of development of residential colony on the said Land, the Owners and the Developers represent and covenant to the other Party that:

- (a) All the agreements, including but not limited to Collaboration Agreement, the Special Power of Attorney, the General Power of Attorney, shall stand terminated; and
- (b) The parties shall stand absolved from performance of their obligations under provision of this Agreement and/or any other agreement, understanding which may have been reachee pertaining to the project.
- 5.4. The Developer shall secure all necessary permissions approvals too installation of electric, water supply and sewerage connections to the Project, rat its own cost and expense.
- 5.5. The Owners shall fully cooperate in the submission of necessary applications/building plans for obtaining approvals including sanction of plans and agree to sign and execute any applications, documents etc as may be required by the Developer for that purpose.
- 5.6. The Developer represents and warrants to the Owners herein that it shall undertake entire development of the Project, which shall include and not be limited to the following:
 - (a) To prepare the layout plans of the Project.
 - (b) To carry out the internal infrastructure work including laying of roads, street lights, water supply system, sewage collection system, storm water drains, recreation gardens, electric supply network. (hereinafter referred to as the "Development Work").
 - (c) To carry out Development work in accordance with the plans that may be sanctioned by the Appropriate Authority with such alterations as may be desired by the Appropriate Authority.

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- (d) To abide by all the terms and conditions of the License obtained for development of the Project.
- (e) To bear, pay and discharge the entire cost of development of the residential colony including fee of architects, surveyors, vaues, engineers, lawyers, consultants and/or any other professionals that may be engaged in connection with or for the development of the residential colony; and
- (f) To obtain on Occupation/ Completion Certificate in respect of each of the segments of the project.
- 5.7. The Owners shall be entitled to visit the project to see the progress of development, provided however that the Owners of anybody else cleaning through or under them shall not cause any type of hindrance or interference in development activities or in the day to day functioning of the development.
- 5.8. The Developer will "complete" the Development Work of the entire project within 5 years from the date of "start of development work" The term start of development work" for the purpose of this clause shall mean date grant of licenses/approval of layout/grant of environmental clearance/grant or such approvals as are necessary for start of construction. Whichever is later subject to Force Majeure (defined in clause 20). The terms "complete for the purpose of this clause shall mean that stage, when the Developer can offer possession of the plot/s and the basic infrastructure viz roads, water supply line, sewerage line, drain line are in usable condition and there is provision or electricity line.
- 5.9. The total FSI area shall be distributed/ disbursed into the ration of 10:90 between the parties thereof.

6. WORK FORCE

- 6.1. The Developer shall be entitled, as its own cost and expenses, to engage-contractors, sub-contractors etc. for the purpose of carrying out development on the Said Land. The Developer along shall be responsible and liable for bearing all costs and expenses for payment of any due of the contractors/sub-contractors.
- 6.2. The Developer shall be entitled to employ engineers, architects, consultants, skilled and unskilled workers to carry out and complete development of the Project under the terms of this Agreement.

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6.3. It will be the obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time. No liability of any nature whatsoever shall be fastened on the Owners in case of non-compliance of any statutory compliance.

7. COSTS

- 7.1. That the Developer agrees to develop the Project, at its own costs, charges, fees, rates, taxes, cess and/or expenses and with its own resources on the Said land. The Owner shall not be liable to pay or bear any part or portion of the cost of construction and development of the said land of the project.
- 7.2. The External development Charges ("EDC"), Infrastructure Development Work and the internal Development charges ("IDC") shall be borne and paid by the Developer. If after getting license or during the development work government enhanced in EDC/IDC. License fee & other Charges than both parties bear these as per ration (10:90)
- 7.3. The development shall bear all costs and expense pertaining to the development of the Project, including cost and expense for the aforesaid. Development Work and the fees of the Architects. Engineers, Consultants and staff/work force for the preparation of layout, zoning, and service clan etc and obtaining of approvals including payments of submission fees, scrutiny fees, conversion and license fees shall fees shall he borne and paid by the First Party.
- 7.4. All costs and expenses relating to internal development of the said Land including costs of materials, inputs, labor supervision, installation of electric sub-stations, transformers, horticulture as approved shall be borne and paid by the First Party..

8. REPRESENTATIONS AND WARRANTIES BY THE OWNERS

8.1. The Owners represents and warrants to the Developer as follows:

- (i) The Owners are the absolute owner of the Said Land and is in uninterrupted possession, use and occupation of the Said Land.
- (ii) The description of the Said Land set forth in the Schedule fis true accurate and complete and comprises of all of the Land and premises vested in, occupied or used by, or in the possession of, the Owners.
- (iii) The Owners are fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding Obligation of the Owners.

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- (iv) The Said Land is currently free from all encumbrances attachments, claims, liens, hindrances, tispendens, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary, prior agreements, pre-emption, option joint family interests, claims on account of partition, inheritance, reservation etc.and other charges of any nature whatsoever and howsoever, and that there is no defect in the title of the Owners of the Said Land.
- (v) At the time of execution of this Agreement, the Owners have not agreed to sell or transfer whole or portions of the Said Land any Third parties and have not executed any power of attorney or other agreements empowering any person/s to deal with the said Land.
- (vi) The Owner are in possession and enjoyment and personal occupation of the Said Land;
- (vii) The Said Land is not a land in respect of which there is a prohibition regarding sale or transfer and there is no bar or prohibition to acquire, holds transfer or sell the Said Land.
- (viii) There are no pending or threatened legal proceedings litigations, suits, claims etc. with respect to the Said Land or any portions thereof;
- (ix) The Owners have not received any notice of acquisition or requisition in respect of the Said Land or any part thereof;
- (x) All property taxes and cess in respect of the Said Land have been duly and punctually paid as on the date hereof and the Owners Shall be liable to make payments of the same till the date of LOI. It is clarified that the Owners shall be liable for any outstanding in this respect, including penalties and arrears, if any, till the date
- (xi) The Owner agrees and undertakes that in case of rejection of the application of the Residential Plotted Colony on the Said Land due to any defect in the title of the Said Land within 12 months from the date of this Agreement, then the amount paid by the Developer to the Owner till that date shall be refunded by the Owner within 7 days of demand by the Developer failing which interest @24% p.a shall be charged for the period of delay. The Owner shall not be entitled to alienate, sell, transfers,

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mortgages, gift, create charge, the Said Land till the receipt of the entire amount as aforesaid by the Developer along with penal interest, if any.

(xii) To abide by all the terms and conditions of the License obtained for development of the Project.

9. <u>NDEMNITIES</u>

9.1. <u>DEVELOPER'S INDEMNITY</u>

- (1) The Developer shall observe and comply with all rules, regulations, terms, and conditions of license, the layout plans and other statutory previsions including statutory payments as demanded in LOI of the Project. The Developer shall keep the Owners indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions or license or on account of failure to its obligations pertaining to the Project.
- (2) All claims whatsoever made by any party concerned with development of the Project, except those attributable to title of Said Land, including contractors, sub-contractors, suppliers of materials etc. shall be borne and paid by the Developer. The developer shall keep the Owner fully indemnified against all such claims and demands whatsoever.

9.2. OWNERS' INDEMNITY

- (1)The Owners shall keep the Developers indemnified against any claims losses, damages as may caused to the Development and or its buyers on account of any defects in Owner title to the said Landor the existence of any encumbrances thereon
- (2) The owner shall keep the developers indemnified against any claims, losses, damages as may be caused to the developer on account of branch of all/any of the representations and warranties contained in this Agreement.
- (3) The Owners shall keep the Developers indemnified against any claims damages etc. as may be raised by its buyer/s on account of its delay/failure in carrying out development on the Said Land due to defect in the Owners title to the Said Land and/or due to breach of any representation and warranties by the Owners.

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9.3. The Parties to this Collaboration Agreement manually agree that except for litigation on account of title of the Said Land which shall be borne entirely by the Owners, all costs and expenses of any litigation (after execution of this Agreement) (including litigation on account of proceedings under provisions of The Land Acquisition Act, 1896) pertaining to the Said Land shall be borne by the Developer

10. BANK GUARANTEE

10.1 Any bank guarantees required for payment of external Development charges and carrying out internal development or any other obligation required by any authority, shall he furnished by the Developer. All costs expenses including any margin money to obtain any Bank. Guarantee for EDC Infrastructure Development Charges and internal development shall be borne and paid by developer alone.

11 SECURITY DEPOSIT

- 11.1 The Owner shall not pay any amount to the developer for widening the 33 fit road and complete development work of the project land as mentioned above as per payment schedule.
- 11.2 The Developer shall be entitled to refunds, if any of any amount deposited by the Developer with various authorities in the name of the Owners for seeking approvals etc. if refunds are received in the name of the Owners those shall be reimbursed by the Owners to the Developer within 15 days of receipt of money from such authorities.

12 CONSIDERATION:

- 12.1 The consideration on the part of the Owners include provision of the Said Land by them free of cost to the Developer in terms of this Collaboration Agreement for development of the Said Land.
- 12.2 The consideration on the part of the developer includes undertaking the development work on the including but not limited to planning and preparation of the layout plans, service plans obtaining of all approvals including conversion of land use, license for the colony, carrying out internal development of the Project as its own cost and including deposit of scrutiny fee, license fee and conversion fees, with the concerned Authorities, and all other obligations undertaken by the

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Developer in terms of this agreement and the terms and conditions of the license.

SNARING OF AREAS: 13

- In consideration of the Owners granting the right to the Developer to develop the said Land, the Owners and the Develop have agreed to share the 13.1 residential/commercial saleable area of the Said Land only. The Parties agree that Owners shall be entitled to 10% of the residential and commercial saleable area together with all other areas including school, institutional, club and areas under community facilities etc of the Said Lind ("Owners Share") together with all rights, liberties privileges, easements with unlettered, unhindered and unrestricted right to use all common paths, passages, entrances common space necessary for the enjoyment at such areas, in consideration of the Developer developing the Said Land at its own cost and expense, the Developer shall be entitled to the rest 90% of the residential and commercial saleable area together with all other areas including school, institutional, club and areas under community facilities etc (Developer's Share") The developer shall have the right to deal, with its, here in the manner as it deems fit at its sole discretion.
 - The Parties have mutually agreed that developer has decide the location of their plots. The parties have agreed that any increase Or decrease in the area shall 13.2 be suitably adjusted inter se between the parties at the time of approval of the plan by the competent Authorities as per their respective share.
 - The Developer shall be entitled to retain, sell, lease or otherwise it Developer's Share in the Project, whether in whole or in part, to one parties and shall also be 13.3 entitled to all income, gain, capital, appreciation and benefit of all kinds or description accruing, arising or flowing there from The Developer shall be entitled to create third party interests qua, its allocation by way of registration of sale deed(s) or by mortgaging the Developer's Share.
 - The Developers represents and warrants to the Owners herein that;
 - a) The area would be demarcated between the Owners and developer after grant of the license and approval of the layout plan of the project. The developer shall offer possession of Owners share of plot/s within 48 months · (Forty Eight months) from the date grant of license by DCTCP or receipt of Environment clearance. Whichever is later subject to force Majeure (defined in Clause 20). For Month Builty

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Director

- b) The Developer shall offer the possession of the Owner share of plot/s (residential/commercial) after completing the Basic Infrastructure work with respect to the Owners Share of plots. The term Basic infrastructure work for the purpose of this clause shall mean:
 - Internal roads connecting the plot/s to the Public road.
 - Sewer line outside the plot/s...
 - iii. Water supply line outside the plot/s.
 - Provision of electricity line the plot/s boundary.
 - v. Storm water drains outside the plot/s

It is clarified that Basic Infrastructure Work for developer share plots and other works in the Project can be paced by the Developer as per its plan and the marketing conditions.

- c) The Owners shall be competent and entitled to allot, sell, deal with or otherwise dispose off their share of plots after the grant of license of the Project by DGTCP and the Developer shall facilitate and cooperate with the Owners on this account and complete all documentation with regard to the Owners share so as to facilitate the transactions of sale and allotment of Owners share. The plots to be allocated, allotted and transferred to the Owners in terms of this Agreement shall be free from all encumbrances, liens charges, injunctions, lis-pendense, mortgages, acquisitions, attachments and/or limitations of any nature whatsoever. The Developers shall further be bound to execute all such documents as may be required by the Owners to deal with such plots. In such event the Developer shall have no liability towards any third party on account of the Developer executing any documents in favour of such third party at the request of the Owners.
- d) The Developer shall not charge any transfer charges on the first transfer to a third party on all the areas falling to Owners' share; however, if any Government Fee is payable the same shall be paid by the Owner or their transferees.
- e) The Developer shall not differentiate the area falling to Owner' Share from the rest of the project in any manner whatsoever, and shall provided all services uniformly to all the areas of the Project;
- f) All bookings, allotment etc. for sale and market, of the Project shall only be done after procurement of the LOI;

13.5 The Owners and the Developer agrees that all taxes, duty, fee, charges, etc. like stamp duty, registration fee, service tax on the purchase of property etc. shall be borne by the respective buyers of the Owners and Developer,

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- 14 MARKETING
- 14.1 Marketing of the Owners Share may be carried out by the developer at the sole discretion of the Owners as per mutually agreeable terms and conditions.
- 14.2 All necessary documents /agreement, conveyance deed for booking /sale of plotted area shall be prepared by the developer to maintain uniformity of general terms including maintenance of the projects.
- 15 MAINTENACE OF THE PROJETS
- 15.1 All the common area and facilities of the project like roads, water sewerage lines street lighting parks etc shall be maintained by the developer and /or its nominees till handed over to the concerned local body / authority or the residence welfare association of the project.
- 15.2 The owner acknowledge and agree that terms of allotment agreement Conveyance Deed, Maintenance Agreement, Electricity Supply Agreement of the areas falling within the Owners' Share, whether retained for self use, or transferred or gifted to 3rd party, shall be at par with the areas falling in the developers Share. The Owners shall ensure that such Agreements shall be signed as and when asked by the Developer without demur by the Owners hi their nominees, but definitely before the possession.

16 TAXES

- All taxes, levies or any other type of financial obligations of the owner with reference to the Said Land, up to the date of signing of this Collaboration Agreement, incurred/ to be incurred shall be met and discharged by the owner and after signing of this Collaboration Agreement such levies and taxes will be paid by the developer for all project area the owner and /or buyers of their shared area shall also be liable for all taxes including property taxes charges levies or any out flows in respect of their area in the project from the date these are levied / made applicable. Similar taxes charges liabilities relating to developers shared area shall be met by the developer or the buyers of its share of areas.
- 16.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows in respect of their respective shared areas in the Project from the date completion of the project and handed over the total physical possession as per share holding, whatsoever will be levied/made or applicable and might be passed on to the buyers as may be decided by them.
- 16.3 The Parties have mutually agreed that the taxes relating co development work like works contract tax, service tax on contractors bill etc. shall be borne by the Developer for the entire Project including the Owners Share.

Por S. D. March and A ger Lite

Director

ATTRACTED SIGNATOR

16.4 That the Parties hereto shall be liable in respect of income tax and other fiscal liabilities/taxes for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.

17 RAISING or LOANS

- 17.1 The Developer shall be entitled to raise loans in its own name from the bank, / financial institutions for development of the Said Land by mortgaging its own share and the Owners shall facilitate the same. There shall be no liability on the Owners for re-payment of the loans or any interest thereon.
- 17.2 The intending customer/buyer of Developer shall he entitled to raise loans in its own name from the bank / financial institutions for purchasing the Plot/s, Villas, Floors and commercial area to be developed by Developer in the area falling in its share by mortgaging their Plot(s), floors, villas, commercial area and the Owners shall facilitate the same and agrees to sign/execute all such documents, application etc as may required for sanction/disbursement of the loan. The Developer shall he entitled to issue no objection certificates and to execute any documents for enabling buyers to raise loans for purchase af areas by creating mortgage in respect of areas falling in Developers share in favour of any banks /financial institutions without creating any liability on the Owners. Likewise, the Owners shall also be entitled to issue such no objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks/financial institutions and the Developer shall co-operate for the same.

18. EXECUTION OF SALE DEEDS

- Developer shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the Developer's share in the project in favour of its buyers at the cost and expense of the buyer, terms or the Allotment Agreement to be entered with the prospective; buyers of the Project. After the procurement of the LOI, as And when required the owner Agrees to execute an irrevocable Power of Attorney for this purpose in favour of the Developer or its nominees.
- 18.2 The Owners shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the areas in the Project in favour of the buyers of Owners Share of areas at the cost and expense of the buyer, after the procurement of the LOI, as and when required, the Developer agrees to execute an irrevocable Power of Attorney for this purpose in favour mithe owners or its nominees.

For S. D. Pro-

Director

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19 GENERAL

- 19.1 The name of the Project shall be decided by the Developer.
- 19.2 That since considerable expenditure, efforts and expertise is involved in obtaining the licenses for the Project. It is condition of this agreement that after obtaining the LOI and the required permissions from the concerned authorities for the Project, the Owner or its nominee or legal theirs will not cancel or back out from this agreement under any circumstances. However in case the its nominee legal heirs would otherwise cancel or back out from this agreement in that event the Developer besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of owners and during pendency of the said proceedings, the owner shall not enter into any agreement with respect to the Said land with any third party except fro achieving the objective of this agreement.
- 19.3 The owner agree that if, there be any claim, demand, tax litigation or any other court order of any nature whatsoever against them, then it is a condition of this Agreement that the work of development and/ or completion of the Project and / or any other matter incidental to it agreement shall not, at any time or during development or after the completion of or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever it is agreed that such claims, outstanding demands, litigations, and / or courts decree shall only be met and satisfied out of Owners Share in the Said Land and / or proceeds therefrom.
- 19.4 That this Agreement may be executed in counter parts, each of which shall be deemed to as an original, but all of which together shall constitute one and the same instrument and Agreement.
- 19.5 That this agreement records the complete agreement between Me parties and supersedes all provisions, correspondence, undertakings, agreements, letters papers or documents exchanged and/or executed by the parties That in case any amendment is to be made to the agreement the same shall be with mutul consent of the parties and shall be in writing and got signed by the parties.
- 19.6 The said agreement shall be irrevocable and no modification/alteration etc in the terms and conditions of such agreement can be undertaken except after obtaining prior approval of the Director, Town & Country Planning, Haryana The Developer company i.e. MAHI BUILDCON PVT, LTD, Shall be responsible for compliance of all terms and conditions of licence/provisions of the Act of 1975 and Rules 1976 till the grant of Final Completion Certificate to the colony or relived of the responsibility by the Director, Town & Country Planning, Haryana whichever is earlier.
- 19.7 if any provision of this Agreement shall be determined to be void or unforceable under applicable law, such provisions shall be deemed to be amended or deleted

Por S. D. Precision Sech Fy. Lto

For Mahi English vt. 1.td.

in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

- 19.8 The Owners anti-the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owners and the Developer nor shall the Owners and the Developer in any manners construe it as an association of persons unless and except to the extent specifically recorded herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.
- 19.9 That if any Provision of this agreement or the application thereof, to any person or circumstances shall be invalid or un-enforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid in unenforceable shall not be affected thereby, and each provision us agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.
- 19.10 That each right, power and remedy provided for herein or now or herein existing at law, in equity, by statute or otherwise shall be cumulative, the exercise or forbearance of exercise by either party of one or more or rights, powers, or remedies shall not preclude the simultaneous or bill, exercise by such party Of any or all such taller rights, powers or remedies.
- 19.11 Unless otherwise state, each notice to be made hereunder shall be made, in writing by the authorized signatory but unless otherwise stated, may be made by fax, telegram, or letter provided however that any notice Lind, this Agreement is sent by fax, shall simultaneously be sent by registered post as well. A notice shall be deemed to have been duly served upon receipt and dispatch by Registered Post AD shall be conclusive proof of its receipt by the addresses. Such communications shall be addresses as follows:

Part of

Director

If to First Party; Name : M/s SD PRECISION TECH PVT, LTD.

Address : C-8 EAST OF KAILASH New Delhi- 110065

Email Id

Mobile No.

If to Second Party

Name : M/S MAH! BUILDOON PVT. LTD.

Address : C-8, EAST OF KAILASH, NEW DLEHI

Email id

Mobile No

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement t shall be made or delivered to the other Party at its address specified above. In case of change in address such other address shall be notified by that Party to the other Party by giving not less than 15 days notice of such change of address, and shall be deemed to have been made or delivered (i) in the case of any communication made by facsimile transmission when transmitted, and (ii) in case of any communication made by letter; when left at that id000 to received by the address.

FORCE MAIEURE

The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, it such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Developer and could not have been prevented or reasonably overcome by the Developer with the exercise of reasonable skill and care / does not result from the negligence or misconduct of the Developer and materially and adversely affects the performance of any obligation hereunder; including but not limited to non receipt of critical approvals pertaining to building plans/ layout plans, environment clearance etc., non-availability of any building material and labour or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil

For S. D. 2.

Director

: Bet. Etd

disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Developer.

21. <u>DISPUTE RESOLUTION, GOVERNING LAW JURISDICTION</u>

- 21.1 Amicable Settlement: In the case of any dispute or claim arising connection with or relating to this Agreement, the parties shall attempt to first resolve such dispute or claim through amicable.
- Arbitration: If the Parties fall to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration through a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification therein All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Palwal. The Arbitration award shall be final and binding on the hearties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter or the dispute, without prejudice to the final determination in accordance with the provisions under this Article.
- 21.3 Governing Law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Palwal only.

For S. C. Lind

Williams of Signator

IN WITNESS WHEREOF both the Parties have signed this agreement at Palwal on the date first mentioned above in the presence of the following witnesses:

WITNESSES 1: BK Ramkishon Lawberges Fazal Pur

Authorised Respresentative

Tarun Single

For M/s SD Precision Tech Pvt Ltd
OWNER/ FIRST PARTY

WITNESSES 2:

Authorised Respresentative

For M/s Mahi Buildcon Pvt Ltu SECOUND PARTY Reg. No.

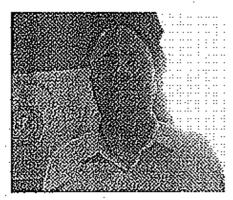
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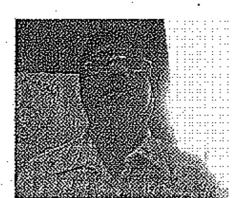
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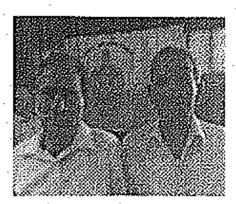
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पेशकर्ता

Per S. Dankar Ad Post Prof. Ltd.

गवाह

पेशकर्ता

M/s SD Precision Tech Pvt. Ltd.-Through-Director-Mr. Tarun Singla

Elização:

For Mahi Buildean Put. Ltd.

दावेदार

M/s Mahi Buildeon Pvt. Ltd.-Through-Director-Mr. Sanjeev Agarwal

Authorized Cignatory

गदाइ 1:- Ram Kishor,Lambardar,

RK

_गजाह 2:- Sumer Singh,Lambardar-

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 568 आज दिनोंक 30/04/2018 को वहीं नः 1 जिल्द नः 0 के पृष्ट नः 132 पर पॅजीकृत किया गथा तथा इसकी एक प्रति अतिरिक्षत बही सख्या 1 जिल्द नः 14 के पृष्ट सख्या 29 से 30 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्ताविज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुटा मेरे सामने किये हैं।

दिनोंक 30/04/2018

.....

SCHEDULE-1

Details of the said Land ad-measuring 45 Kanal 17 Merle (5.731 acres approx) situated in the revenue estate of Village Palwal , Tahsil & Distt. Palwal , Haryana.

Khewat No.	Khata No.	Mustkil No.	Killa No.	Area in K-M
972	1128	50.	2/1	5-10
		Total		5 KANAL 10 MERLE
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Non (4dicial



Indian-Non Judicial Stamp Haryana Government



Certificate No.

E0282018D89

GRN No.

34794245

Stamp Duty Paid:

Penalty:

Name:

Olive Buildcon Private limited

H No/Floor: C8

Sector/Ward - Na

District : Delhi

LandMark : East of kailash

State Delhi

City/Village: New delhi Phone:

Buyer / Second Party Detail

Seller / First Party Detail

Mahi Buildoon Private limited

HJNo/Floor: C8 1

City/Village: New delhi

Sector/Ward Na

District & Delbi

LandMark : East of kailash

State

Delhi

Phone

9810595526

Collaboration Agreement

Consideration Amount: 48,71,600/-Stamp Duty Paid @ %5 =2,43,600/-Stamp Certificate No/Date-E0282018D89 Dated-28-04-2018 Area-5.731 Acres

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made and executed at Palwal on this 1st day

M/s OLIVE BUILDCON PVT. LTD. a company incorporated with the Registrar of Authorized Representative/Director Mr. Tarun Singla, S/o Sh. M.R. Singla, having its registrered office at C-8, East of Keilash, New Delhi 110065 hereinafter called the "OWNER", which expression, unless repugnant to the context or law, shall mean and include the said Owner, its executors, beneficiaries, administrators, successors, liquidators and legal representatives, the party of the FIRST PART.

For Office Philosophy II

AND

For Mahi Buildcon P. C.

Authorized Signatory

डींड सबंधी विवरण डीड का नाम AGREEMENT तहसील/सब-तहसील पलवल भवन का विवरण भूमि का विवरण सबंधी विवरण कुलस्टाम्प डयूटी की राशि 243,600.00 रुपये राशि 4,871,600.00 रुपये DFC: JKNPKIKI. स्थाम्य की राशि 243,600,00 रुपये E-Stamp स्टाम्य न F0282018D89 रजिस्द्रेशन फीस की राशि 15,000,00 रुपये पेस्टिंग शुल्क 3,00 रुपये।

Drafted By: N.S. Dagar, Adv.

Service Charge: 200,00 रुपये .

. यह प्रलेख आज दिनाँक 30/04/2018 दिन सोमवार समय 1:10:00PM बजे श्री/श्रीमती/सुमारी M/s Olive Buildeon Pvl. भूत्र/पुराश्वक्त Dप्राश्र भूति क्रियार SWER. Singla जिवासी C-8. East of Kailash, New Delhi द्वारा पँजीकरपी हेतु प्रस्तुत किया गया।

For Olive Buildson

उप/**१**८**ँ**फ़्रि**त**, पॅजीयन अधिकारी

हस्ताक्षर प्रस्तुतकर्ता

gî M/s Olive Buildcon Pvt. Ltd. Through-Director-Mr. Tarun Singla

उपरोक्त पेशकतां व औ/श्रीमती/कुमारी M/s Mahi Buildoon Pvt. Ltd.-Through-Director-Mr. Sanjoov Agarwal दावेदार हाजिर है। प्रस्तुत पुश्चिल सक्कान्त्रकोरन्भिकाक्षोक्षिकवाक्षो प्रमोव्यानकोर अनुसार 0.00 रूपये की राशि राधेवर ने मेरे समक्ष पंरकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन की स्वीकार किया। दोनो पक्षो करे पहचार श्री/श्रीमती/कुमारी Ram Kishor,Lambardar पुत्र/पुत्री/पतनी श्री/श्रीमती/कुमारी व श्री/श्रीमती/कुमारी Suma Singh,Lambardar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Jatola साक्षी न: 1 को हम नम्बरदार∕अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 30/04/2018

पॅजीयन अधिकारी उप / सयुँक्त

यह प्रभाषित किया जाता है कि पंजीकृत वसीका की स्कीन प्रति jamabandi.nic.in पर डाल दी गई

. उप / सर्नुकत **५७% अ**भिकारी

पलबल



M/S MAH! BUILDCON PVT. LTD. a company incorporated with the Registrar of Companies, National Capital Territory of Delhi & Haryana, Delhi, under the Companies Act, 1956, acting through its duly Authorized Representative/Director Mr. Sanjeev Agarwal, S/o Sh. Shreeniwas Agarwal, having its registered office at C-8, East of Kailash, New Delhi-110065 hereinafter called the "OWNER", which expression, unless repugnant to the context or law, shall mean and include the said Owner, its executors, beneficiaries, administrators, successors, liquidators and legal representatives, the party of the SECOND PART.[Hereinafter OWNERS and the DEVELOPER are collectively referred to as 'Parties' and individually as "Party" as the context demands]

WHEREAS:

- A. The Owners are the exclusive owners and in possession of Land Khewat/Khata No- 2320/2683, Mustikil NO-50, Kila No. 23(8-0), Khewat/Khata No- 2320/2684 13(8-0), 18(7-9), 19(7-9), Khewat/Khata No- 2320/2685 Mustikil No-55, Kila No-8/1(6-19), Khewat/Khata No- 1884/2151, 3(8-0), area measuring 45 kanal 17 merle, situated in revenue estate of village Palwal, tehsil and dist. Palwal vide sale deed no- 14447 dtd. 31/01/2013 registered in the office of sub-registrar palwal. And the land owner want to develop 5.7312 Acre 45K-17M with the Plan with details Annexure-I out of the his total land (hereinafter-referred to as road including Govt. road (as recorded in the developer leave 33ft. wide paralle.) their own land towards the owner's project land from main road to other adjoining land of the owner. Whenever land shall be leave by developer for widening the Palwal for common way/path.
- B. The Owners represents that the said Land falls under residential zone at the Development/Master Plan of Palwal. The Owners has further represented to the Developer that the said Land is free of all sorts of encumbrances, charges, disputes liens, third party rights, litigations, acquisition proceedings etc. and they have free and marketable title to the said Land.
- C. The Owners being desirous of developing the said Land into a plottee residential colony (herein "Project") under The Deen Dayal Jan Awas Yojna Policy 2016 at may be permissible and approved and being not equippee with necessary experience and infrastructure have approached the Developer.
- D. The Owners have provided the Developer with true photocopies of all the title documents and revenue records pertaining to the said Land and the Developer has scrutinized the same and have after satisfied itself as to their accuracy have relied upon it prior to entering and executing this Collaboration Agreement.

E. The Developer relying upon the statement, assurances and representations of the Owners have agreed to enter into this Collaboration Agreement and to

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develop residential plotted colony on the said Land on the terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

PROJECT

- 1.1. The Project shall comprise of residential plots, community centre etc. to be developed upon the said Land as may be planned by the Developer and approved by the concerned authorities.
- 1.2. In pursuance of obligations assumed by Developer and subject to the terms of this Agreement the Owners will make available the said Land and place the same at the disposal of the Developer, free of cost, for the purpose of development into a plotted residential colony thereon.

2. GRANT OF DEVELOPMENT RIGHTS

- 2.1 The Owners hereby entrusts to the Developer exclusive right for development of the said Land into a residential plotted colony in accordance with the terms and conditions of this Agreement.
- The Developer on execution of this Agreement, shall be entitled to survey the said Land, prepare the layout and service plans and development scheme for submission to the Director General, Town & Country Planning. Chandigarh ("DGTCP") and/or such other authority(s) as may be concerned in the matter for obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the Project on the said Land.
- 2.3 The Owner on issuance of LOI by DGTCP shall handover the physical, vacant and peaceful possession of the said Land to the Developer for development, construction and completion of the Project on the said Land.
- 2.4 The Parties agree, that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 5-A of the Transfer of Property Act, 1882 and/or such other law for the time being in force.
- Subject to the terms and conditions set forth herein, the Owners hereby agrees and undertakes not to disturb, interfere with or interrupt the planning, development/construction activity to be carried out by the Developer on the said Land and/or commit or omit anything that would result I in stoppage or delay of the planning development/construction activity to be implementation activity to be implementation.

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LAYOUT

- 3.1. The Developer at its own cost and expense shall design and draw out a layout plan of the project with all the requisite facilities/amenities in complete project area as per prescribed norms, rules and regulations and for this purpose, and shall be entitled to employ, engage architects planners, consultants etc. The Owners agrees not to interfere in the design, plan of the layout plan of the Project.
- 3.2. The Developer shall be entitled as may be considered appropriate by the make any modifications/amendments in the layout plan of the project anytime before or after obtaining approvals within the permissible frame work of rules and bye-laws.
- 3.3. The Developer shall allocate the Owner's 10% share in the Project and demarcate the same on layout of the project after obtaining letter of intent (LOI) and approval of the Layout from DGTCP in accordance with the provisions of clause 13 herein below

4. APPROVALS

- 4.1. The Developer agrees to obtain at its own cost and expense all requisite permissions, sanctions and approvals including conversion of land use LOI/License as may be required from the DGTCP and other concerned Authorities, for development of the said Land into a piotted residential colony and the owner shall not pay any amount of the enhancement EDC/IDC, license fee & other charges after LOI for the same.
- 4.2. The Developer shall at its own and expense prepare the requisite applications for license and submit the same to DGTCP along with all necessary documents and proof of title including latest copies of jamabandi etc., which shall be provided by Owners on request of the Developer. All the necessary fees including scrutiny fees etc. as required shall be borne and deposited by the Developer.
- 4.3. The Owners shall fully cooperate in the submission of necessary applications for approval and agree to provide all necessary documents and to sign and execute any applications, documents for the purpose and will also execute a Special Power of Attorney, simultaneously with the signing of this collaboration agreement, in favor of the Developer and its representatives in the form attached herewith vide Annexure.....The Power of Attorney shall empower and authorize the Developer and its representatives to undertake amongst others, the following activities:

For Olive Hand Pyralia.

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- (i) Commencement, construction, development and completion of the Project.
- (ii) Appointment and engagement of outside agencies, architects, contractors, engineers and other consultants for the development of the Project.
- (iii) Marketing and sale of the Saleable Areas as per their respective share and to collect the sale proceeds and other charges from the customers/buyers in its own name.
- (iv) To sign, execute and submit all papers, documents, deeds letters, affidavits, no-objection certificates, authorizations, undertakings and take such other actions as may be required for purposes of construction, development, and marketing as may be required to consummate more effectively the purposes or subject matter of this Agreement.
- 4.4. The Owners also execute a General Power of Attorney in favor of the Developer and its representatives for license and development work and to the extent that 90% share of the developer for the execution and registration of Allotment Certificate and Agreement, sale deeds, or other agreements/deeds, lease (defined herein below) in the form appended hereto as Annexure... for enabling the Developer to sell their share in the Project.
- 4.5. The Owners agree to also sign/execute all applications, documents, affidavits, undertakings, indemnity bonds, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of the terms of this Collaboration Agreement.
- 4.6. The Parties to this Coliaboration Agreement agree that the Developer shall execute all necessary documents, including General Power of Attorney and Specific Power of Attorney, as may be desired by the Owners, for enabling the Owners to sell their share in the Project

DEVELOPMENT:

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5.1. The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals where necessary as may be required from all concerned Authorities, including but not limited to conversion of land use Letter of Intent (LOI)/License and sanction of Prans for sanction and development of the Project.

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Director

Fortifahi Buildayn Pvi. Luc.

Authorized Signatory

- 5.2. The Developer shall file the application for obtaining license to develop residential plotted colony/Project with in 90 days of execution of this Collaboration Agreement subject to execution/availability of necessary documents and information by/from the Owners.
- 5.3. The Developer represents and warrants to the Owners herein that on best efforts basis, it undertakes to procure the Letter of Intent (LOI) with 12 months from the date of execution of the Collaboration Agreement of the working day on(hereinafter "Outside Date")

In the event if either the Developer is not able to produce the for the Project or the Appropriate Authorities — does not grant the LOI by the outside Date, unless extended, for the purposes of development of residential colony on the said Land, the Owners and the Developers represent and covenant to the other Party that:

- (a) All the agreements, including but not limited to Collaboration Agreement, the Special Power of Attorney, the General Power of Attorney, shall stand terminated; and
- (b) The parties shall stand absolved from performance of their obligations under provision of this Agreement and/or any other agreement, understanding which may have been reachee pertaining to the project.
- 5.4. The Developer shall secure all necessary permissions approvals too installation of electric, water supply and sewerage connections to the Project, at its own cost and expense.
- 5.5. The Owners shall fully cooperate in the submission of necessary applications/building plans for obtaining approvals including sanction of plans and agree to sign and execute any applications, documents etc as may be required by the Developer for that purpose.
- 5.6. The Developer represents and warrants to the Owners herein that it shall undertake entire development of the Project, which shall include and not be limited to the following:
 - (a) To prepare the layout plans of the Project.

(b) To carry out the internal infrastructure work including laying of roads, street lights, water supply system, sewage collection system, storm water drains, recreation gardens, electric supply network, (hereinafter referred to as the "Development Work") is

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- (c) To carry out Development work in accordance with the plans that may be sanctioned by the Appropriate Authority with such alterations as may be desired by the Appropriate Authority.
- (d) To abide by all the terms and conditions of the License obtained for development of the Project.
- (e) To bear, pay and discharge the entire cost of development of the residential colony including fee of architects, surveyors, vaues, engineers, lawyers, consultants and/or any other professionals that may be engaged in connection with or for the development of the residential colony; and
- (f) To obtain on Occupation/ Completion Certificate in respect of each of the segments of the project.
- 5.7. The Owners shalf be entitled to visit the project to see the progress of development, provided however that the Owners of anybody else cleaning through or under them shall not cause any type of hindrance or interference in development activities or in the day to day functioning of the development.
- 5.8. The Developer will "complete" the Development Work of the entire project within 5 years from the date of "start of development work". The term start of development work" for the purpose of this clause shall mean date grant of licenses/approval of layout/grant of environmental clearance/grant or such approvals as are necessary for start of construction. Whichever is later, subject to Force Majeure (defined in clause 20). The terms "complete" for the purpose of this clause shall mean that stage, when the Developer can offer possession of the plot/s and the basic infrastructure viz roads, water supply line, sewerage line, drain line are in usable condition and there is provision or electricity line.
- 5.9. The total FSI area shall be distributed/ disbursed into the ration of 10:90 between the parties thereof.

6. WORK FORCE

6.1. The Developer shall be entitled, as its own cost and expenses, to engage contractors, sub-contractors etc. for the purpose of carrying out development on the Said Land. The Developer along shall be responsible and liable for bearing all costs and expenses for payment of any due of the contractors/sub-contractors/sub-

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- 6.2. The Developer shall be entitled to employ engineers, architects, consultants, skilled and unskilled workers to carry out and complete development of the Project under the terms of this Agreement.
- 6.3. It will be the obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time. No liability of any nature whatsoever shall be fastened on the Owners in case of non-compliance of any statutory compliance.

COSTS

- 7.1. That the Developer agrees to develop the Project, at its own costs, charges fees, rates, taxes, cess and/or expenses and with its own resources on the Said land. The Owner shall not be fiable to pay or bear any part or portion of the cost of construction and development of the said land of the project.
- 7.2. The External development Charges ("EDC"), Infrastructure Development Work and the internal Development charges ("IDC") shall be borne and paid by the Developer. If after getting license or during the development work government enhanced in EDC/IDC, License fee & other Charges than both parties bear these as per ration (10:90)
- 7.3. The development shalf bear all costs and expense pertaining to the development of the Project, including cost and expense for the aforesaid Development Work and the fees of the Architects, Engineers, Consultants and staff/work force for the preparation of layout, zoning, and service plan etc. and obtaining of approvals including payments of submission fees, scrutiny fees, conversion and license fees shall fees shall he borne and paid by the First Party.
- 7.4. All costs and expenses relating to internal development of the said Land including costs of materials, inputs, labor supervision, installation of electric sub-stations, transformers, horticulture as approved shall be borne and paid by the First Party.

8. REPRESENTATIONS AND WARRANTIES BY THE OWNERS

8.1. The Owners represents and warrants to the Developer as follows:

(i) The Owners are the absolute owner of the Said Land and is in uninterrupted possession, use and occupation of the Said Land.

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- (ii) The description of the Said Land set forth in the Schedule iis true accurate and complete and comprises of all of the Land and premises vested in, occupied or used by, or in the possession of, the Owners.
- (iii) The Owners are fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding Obligation of the Owners.
- (iv) The Said Land is currently free from all encumbrances attachments, claims, tiens, hindrances, lispendens, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary, prior agreements, pre-emption, option joint family interests, claims on account of partition, inheritance, reservation etc.and other charges of any nature whatsoever and howsoever, and that there is no defect in the title of the Owners of the Said Land.
- (v) At the time of execution of this Agreement, the Owners have not agreed to sell or transfer whole or portions of the Said Land any Third parties and have not executed any power of attorney or other agreements empowering any person/s to deal with the said Land.
- (vi) The Owner are in possession and enjoyment and personal occupation of the Said Land;
- (vii) The Said Land is not a land in respect of which there is a prohibition regarding sale or transfer and there is no bar or prohibition to acquire, holds transfer or sell the Said Land.
- (viii) There are no pending or threatened legal proceedings litigations, suits, claims etc. with respect to the Said Land or any portions thereof;
- (ix) The Owners have not received any notice of acquisition or requisition in respect of the Said Land or any part thereof;
- (x) All property taxes and cess in respect of the Said Land have been duly and punctually paid as on the date hereof and the Owners Shall be liable to make payments of the same till the date of LOI. It is clarified that the Owners shall be liable for any outstanding in this respect, including penalties and arrears, if any, till the date

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- (xi) The Owner agrees and undertakes that in case of rejection of the application of the Residential Ptotted Colony on the Said Land due to any defect in the title of the Said Land within 12 months from the date of this Agreement, then the amount paid by the Developer to the Owner till that date shall be refunded by the Owner within 7 days of demand by the Developer failing which interest @24% p.a shall be charged for the period of delay. The Owner shall not be entitled to alienate, sell, transfers, mortgages, gift, create charge, the Said Land till the receipt of the entire amount as aforesaid by the Developer along with penal interest, if any.
- (xii) To abide by all the terms and conditions of the License obtained for development of the Project.

9. NDEMNITIES

9.1. <u>DEVELOPER'S INDEMNITY</u>

- (1) The Developer shall observe and comply with all rules, regulations, terms and conditions of license, the layout plans and other statutory provisions, including statutory payments as demanded in LOI of the Project. The Developer shall keep the Owners indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions or license or on account of failure to its obligations pertaining to the Project.
- (2) All claims whatsoever made by any party concerned with development of the Project, except those attributable to title of Said Land, including contractors, sub-contractors, suppliers of materials etc. shall be borne and paid by the Developer. The developer shall keep the Owner fully indemnified against all such claims and demands whatsoever.

9.2. OWNERS' INDEMNITY

(1)The Owners shall keep the Developers indemnified against any claims losses, damages as may caused to the Development and or its buyers on account of any defects in Owner title to the said Landor the existence of any encumbrances thereon

(2) The owner shall keep the developers indemnified against any claims, losses, damages as may be caused to the developer on account of branch of all/any of the representations and warranties contained in this Agreement.

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- (3) The Owners shall keep the Developers indemnified against any claims damages etc. as may be raised by its buyer/s on account of its delay/failure in carrying out development on the Said Land due to defect in the Owners title to the Said Land and/or due to breach of any representation and warranties by the Owners.
- 9.3. The Parties to this Collaboration Agreement manually agree that except for litigation on account of title of the Said Land which shall be borne entirely by the Owners, all costs and expenses of any litigation (after execution of this Agreement) (including litigation on account of proceedings under provisions of The Land Acquisition Act, 1896) pertaining to the Said Land shall be borne by the Developer.

BANK GUARANTEE

10.1 Any bank guarantees required for payment of external Development charges and carrying out internal development or any other obligation required by any authority, shall be furnished by the Developer. All costs expenses including any margin money to obtain any Bank. Guarantee for EDC Infrastructure Development Charges and internal development shall be borne and paid by developer alone.

11 SECURITY DEPOSIT

- 11.1 The Owner shall not pay any amount to the developer for widening the 33 fit road and complete development work of the project land as mentioned above as per payment schedule.
- 11.2 The Developer shall be entitled to refunds, if any of any amount deposited by the Developer with various authorities in the name of the Owners for seeking approvals etc. if refunds are received in the name of the Owners those shall be reimbursed by the Owners to the Developer within 15 days of receipt of money from such authorities.

12 CONSIDERATION:

- 12.1 The consideration on the part of the Owners include provision of the Said Land by them free of cost to the Developer in terms of this Collaboration Agreement for development of the Said Land.
- 12.2 The consideration on the part of the developer includes undertaking the development work on the including but not limited to planning and preparation of the For Office Processing and preparation of the For Office Processing and preparation of the For Office Processing and preparation of the formula o

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the layout plans, service plans obtaining of all approvals including conversion of land use, license for the colony, carrying out internal development of the Project as its own cost and including deposit of scrutiny fee, license fee and conversion fees, with the concerned Authorities, and all other obligations undertaken by the Developer in terms of this agreement and the terms and conditions of the license.

13 SNARING OF AREAS:

- 13.1 In consideration of the Owners granting the right to the Developer to develop the said. Land, the Owners and the Develop have agreed to share the residential/commercial saleable area of the Said Land only. The Parties agree that Owners shalf be entitled to 10% of the residential and commercial saleable area together with all other areas including school, institutional, club and areas under community facilities etc of the Said Lind ("Owners Share") together with all rights. liberties privileges, easements with unlettered, unhindered and unrestricted right to use all common paths, passages, entrances common space necessary for the enjoyment at such areas. In consideration of the Developer developing the Said Land at its own cost and expense, the Developer shall be entitled to the rest 90% of the residential and commercial saleable area together with all other areas including school, institutional, club and areas under community facilities etc (Developer's Share") The developer shall have the right to deal, with its, here in the manner as it deems fit at its sole discretion.
- 13.2 The Parties have mutually agreed that developer has decide the location of their plots. The parties have agreed that any increase Or decrease in the area shall be suitably adjusted inter se between the parties at the time of approval of the plan by the competent Authorities as per their respective share.
- 13.3 The Developer shall be entitled to retain, sell, lease or otherwise it Developer's Share in the Project, whether in whole or in part, to one parties and shall also be entitled to all income, gain, capital, appreciation and benefit of all kinds or description accruing, arising or flowing there from The Developer shall be entitied to create third party interests qualits allocation by way of registration of sale deed(s) or by mortgaging the Developer's Share.
- 13.4 The Developers represents and warrants to the Owners herein that;
 - a) The area would be demarcated between the Owners and developer after grant of the license and approval of the layout plan of the project. The developer shall offer possession of Owners share of plot/s within 48 months.

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(Forty Eight months) from the date grant of license by DCTCP or receipt of Environment clearance. Whichever is later subject to force Majeure (defined in Clause 20),

- b) The Developer shall offer the possession of the Owner share of plot/s (residential/commercial) after completing the Basic Infrastructure work with respect to the Owners Share of plots. The term Basic infrastructure work for the purpose of this clause shall mean:
 - Internal roads connecting the plot/s to the Public road.
 - ii. Sewer line outside the plot/s...
 - ìfi. Water supply line outside the plot/s.
 - Provision of electricity line the plot/s boundary. ίv.
 - Storm water drains outside the plot/s V.

It is clarified that Basic Infrastructure Work for developer share plots and other works in the Project can be paced by the Developer as per its plan and the marketing conditions.

- c) The Owners shall be competent and entitled to allot, sell, deal with or otherwise dispose off their share of plots after the grant of license of the Project by DGTCP and the Developer shall facilitate and cooperate with the Owners on this account and complete all documentation with regard to the Owners share so as to facilitate the transactions of sale and allotment of Owners share. The plots to be allocated, allotted and transferred to the Owners in terms of this Agreement shall be free from all encumbrances, tiens charges, injunctions, lis-pendense, mortgages, acquisitions, attachments and/or limitations of any nature whatsoever. The Developers shall further be bound to execute all such documents as may be required by the Owners to deal with such plots. In such event the Developer shall have no liability towards any third party on account of the Developer executing any documents in favour of such third party at the request of the Owners.
- d) The Developer shall not charge any transfer charges on the first transfer to a third party on all the areas falling to Owners' share; however, if any Government Fee is payable the same shall be paid by the Owner or their transferees.
- e) The Developer shall not differentiate the area falling to Owner' Share from the rest of the project in any manner whatsoever, and shall provided all services uniformly to all the areas of the Project;
- f) All bookings, allotment etc. for sale and market, of the Project shall only be done after procurement of the LOG

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13.5 The Owners and the Developer agrees that all taxes, duty, fee, charges, etc. like stamp duty, registration fee, service tax on the purchase of property etc. shall be borne by the respective buyers of the Owners and Developer.

14 MARKETING

- 14.1 Marketing of the Owners Share may be carried out by the developer at the sole discretion of the Owners as per mutually agreeable terms and conditions.
- 14.2 All necessary documents /agreement, conveyance deed for booking /sale of plotted area shall be prepared by the developer to maintain uniformity of general terms including maintenance of the projects.
- 15 MAINTENACE OF THE PROJETS
- 15.1 All the common area and facilities of the project like roads, water sewerage lines street lighting parks etc shall be maintained by the developer and /or its nominees till handed over to the concerned local body / authority or the residence welfare association of the project.
- The owner acknowledge and agree that terms of allotment agreement Conveyance Deed, Maintenance Agreement, Electricity Supply Agreement of the areas falling within the Owners' Share, whether retained for self use, or transferred or gifted to 3rd party, shall be at par with the areas falling in the developers Share. The Owners shall ensure that such Agreements shall be signed as and when asked by the Developer without demur by the Owners his their nominees, but definitely before the possession.

16 TAXES

- All taxes, levies or any other type of financial obligations of the owner with reference to the Said Land, up to the date of signing of this Collaboration Agreement, incurred/ to be incurred shall be met and discharged by the owner and after signing of this Collaboration Agreement such levies and taxes will be paid by the developer for all project area the owner and for buyers of their shared area shall also be liable for all taxes including property taxes charges levies or any out flows in respect of their area in the project from the date these are levied / made applicable. Similar taxes charges liabilities relating to developers shared area shall be met by the developer or the buyers of its share of areas.
- The parties shall be individually fiable for all taxes including property taxes, charges, levies or any outflows in respect of their respective shared areas in the Project from the date completion of the project and handed over the total physical possession as per share holding, whatsoever will be levied/made or applicable and might be passed on to the buyers as may be decided by them.

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- 16.3 The Parties have mutually agreed that the taxes relating co development work like works contract tax, service tax on contractors bill etc. shall be borne by the Developer for the entire Project including the Owners Share.
- 16.4 That the Parties hereto shall be liable in respect of income tax and other fiscal liabilities/taxes for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.

17 RAISING or LOANS

- 17.1 The Developer shall be entitled to raise loans in its own name from the bank, if financial institutions for development of the Said Land by mortgaging its own share and the Owners shall facilitate the same. There shall he no liability on the Owners for re-payment of the loans or any interest thereon.
- The intending customer/buyer of Developer shall he entitled to raise loans in its own name from the bank / financial institutions for purchasing the Ptot/s, Villas, Floors and commercial area to be developed by Developer in the area failing it its share by mortgaging their Plot(s), floors, villas, commercial area and the Owners shall facilitate the same and agrees to sign/execute all such documents, application etc as may required for sanction/disbursement of the loan. The Developer shall he entitled to issue no objection certificates and to execute any documents for enabling buyers to raise loans for purchase af areas by creating mortgage in respect of areas falling in Developers share in favour of any banks / financial institutions without creating any liability on the Owners. Likewise, the Owners shall also be entitled to issue such no objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks/financial institutions and the Developer shall co-operate for the same.

18. EXECUTION OF SALE DEEDS

- 18.1 Developer shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the Developer's share in the project in favour of its buyers at the cost and expense of the buyer, terms or the Allotment Agreement to be entered with the prospective, buyers of the Project. After the procurement of the EOI, as And when required the owner Agrees to execute an irrevocable Power of Attorney for this purpose in favour of the Developer or its nominees.
- 18.2 The Owners shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the areas in the Project in favour of the buyers of Owners Share of areas at the cost and expense of the buyer, after the

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Procurement of the LOI, as and when required, the Developer agrees to execute an irrevocable Power of Attorney for this purpose in favour me the owners or its nominees.

19 GENERAL

- 19.1 The name of the Project shall be decided by the Developer.
- 19.2 That since considerable expenditure, efforts and expertise is invoived in obtaining the licenses for the Project. It is condition of this agreement that after obtaining the LOI and the required permissions from the concerned authorities for the Project, the Owner or its nominee or legal theirs will not cancel or back out from this agreement under any circumstances. However in case the its nominee legal heirs would otherwise cancel or back out from this agreement in that event the Developer besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of owners and during pendency of the said proceedings, the owner shall not enter into any agreement with respect to the Said land with any third party except fro achieving the objective of this agreement.
- 19.3 The owner agree that if, there be any claim, demand, tax litigation or any other court order of any nature whatsoever against them, then it is a condition of this Agreement that the work of development and/ or completion of the Project and / or any other matter incidental to it agreement shall not, at any time or during development or after the completion of or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever it is agreed that such claims, outstanding demands, litigations, and / or courts decree shall only be met and satisfied out of Owners Share in the Said Land and / or proceeds therefrom.
- 19.4 That this Agreement may be executed in counter parts, each of which shall be deemed to as an original, but all of which together shall constitute one and the same instrument and Agreement.
- 19.5 That this agreement records the complete agreement between Me parties and supersedes all provisions, correspondence, undertakings, agreements, letters papers or documents exchanged and/or executed by the parties That in case any amendment is to be made to the agreement the same shall be with mutul consent of the parties and shall be in writing and got signed by the parties.
- 19.6 The said agreement shall be irrevocable and no modification/alteration etc in the terms and conditions of such agreement can be undertaken except after obtaining prior approval of the Director, Town & Country Planning, Haryana The Developer company i.e. MAHI BUILDCON PVT, LTD, Shall be responsible for compliance of all terms and conditions of licence/provisions of the Act of 1975 and Rules 1976 till the grant of Final Completion Certificate to the colony or

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relived of the responsibility by the Director, Town & Country Planning, Haryana whichever is earlier.

- 19.7 if any provision of this Agreement shall be determined to be void or unforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with the terms.
- 19.8 The Owners anti-the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owners and the Developer nor shall the Owners and the Developer in any manners construe it as an association of persons unless and except to the extent specifically recorded herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.
- that if any Provision of this agreement or the application thereof to any person or circumstances shall be invalid or un-enforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid in unenforceable shall not be affected thereby, and each provision u agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with provision. Which is valid and enforceable an most nearly reflected the original intent of the invalid or unenforceable provision.
- 19.10 That each right, power and remedy provided for herein or now or herein existing at law, in equity, by statute or otherwise shall be cumulative, the exercise or forbearance of exercise by either party of one or more or rights, powers, or remedies shall not preclude the simultaneous or bill, exercise by such party or any or all such taller rights, powers or remedies.
- 19.11 Unless otherwise state, each notice to be made hereunder shall be made, in writing by the authorized signatory but unless otherwise stated may be made by fax, telegram, or letter provided however that any notice Lind, this Agreement is sent by fax, shall simultaneously be sent by registered post as well A notice shall be deemed to have been duly served upon receipt and dispatch by Registered Post AD shall be conclusive proof of its receipt by the addresses. Such communications shall be addresses as follows:

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For Mald Build Control Laboratory

If to First Party: Name

: M/s OLIVE BUILDOON PVT. LTD.

Address

:C-8 EAST OF KAILASH New Deihi- 110065

Email Id

Mobile No.

If to Second Party

Name

: M/S MAHI BUILDOON PVT. LTD.

Address

: C-8, EAST OF KAILASH, NEW DLEHI

Email id

Mobile No

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement t shall be made or delivered to the other Party at its address specified above. In case of change in address such other address shall be notified by that Party to the other Party by giving not less than 15 days notice of such change of address, and shall be deemed to have been made or delivered (i) in the case of any communication made by facsimile transmission when transmitted, and (ii) in case of any communication made by letter; when let at that id000 to received by the address.

20. FORCE MAIEURE:

The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, it such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Developer and could not have been prevented or reasonably overcome by the Developer with the exercise of reasonable skill and care / does not result from the negligence or misconduct of the Developer and materially and adversely affects the performance of any obligation hereunder; including but not limited to non-receipt of critical approvals pertaining to building plans/ layout plans, environment clearance etc., non-availability of any building material and labour of enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference

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or action by civil or military authorities or any other cause beyond control of the Developer.

21. <u>DISPUTE RESOLUTION, GOVERNING LAW JURISDICTION</u>

- 21.1 Amicable Settlement: In the case of any dispute or claim arising connection with or relating to this Agreement, the parties shall attempt to first resolve such dispute or claim through amicable.
- 21.2 Arbitration: If the Parties fall to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration through a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification therein All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Palwal. The Arbitration award shall be final and binding on the hearties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter or the dispute, without prejudice to the final determination in accordance with the provisions under this Article.
- 21.3 Governing Law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Palwal only.

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गांव/शहर पलवल

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सशि 8.250,000.00 स्पये स्टाम्प की राशि 412,500.00 रुपये

कुल स्टाम्प डयूटी की शशि 412.500.00 रुपयं रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 3.00 रुपयं

Draffed Bv: गरेश वकील

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनाँक 05/04/20 समय 4:28:00PM वर्ज श्री/श्रीमती/कुमारी मोहन सिह वर्गन

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सिर्मेर्यंकत पंजीयन अधिकारी

श्री मोहन सिंह बगैरा

उपरोक्त विकेता व श्री/श्रीमती/कुमारी M/s S.D. Precision Techt Preside. Thru- Same वंशा दोगाइक्क्रो स्क्रीक्षुक्तिकया। प्रलेख के अनुसार 0.00 रूपये की राशि क का अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन का दोनो पशो की पहचान श्री/श्रीमती/कुमारी पवन नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कु त श्री/श्रीमती/कुमारी दीपक पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी अमीचन निवासी प्रतिक साक्षी गः 1 को इम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी

दिनोंक 05/04/2013

15/04/2013

📝 4 भाग व 4—सुनीलकुमार, ५ अतिबकुमार, पुत्रान व 6—श्रीमति ओमवती विधवा लखनलाल (लखनपाल) पुत्र लांलमन हर तीन समभाग 1/12 भाग, व 7-करनसिंह उर्फ कल्लू पुत्र साधूराम पुत्र कूडे 1/3 साग, व 8-मानसिंह, 9-चुन्नीलाल, 10-रमेश, 11-चिरंजीलाल पुत्रान उदयसिंह पुत्र कूडे हर चार समभाग 1/3 भाग निवासीगण पलवल तहसील व जिला पलवल के है। जो कि अराजी जरई, खेवट नं0 972, खाता नं0 1128, मुस्त0 नं0 50 कीला नं0 2/1(5-10) रकेंडा 5 कनाल 10 मरले वाकिया मौजा पलवल तहसील व जिला पलवल मिलकियत हम मोहन सिंह, ऐदलसिंह, महेंन्द्रसिंह, करनसिंह उर्फ कल्ल, मानसिंह, चुन्नीलाल, रमेश व चिरजीलाल की बरूये जमाबन्दी साल 2001-02 अनुसार व फरद बदर नं0 240, 242, 243 अनुसार व हम सुनीलकुमार, अनिलकुमार व श्रीमित ओमवती की बरूये विरासत इन्तकाल ने 21156 अनुसार है। मौका पर हमारा ही कब्जा है। उपरोक्त आराजी आज तक हर प्रकार के भार से पाक व साफ है। पहले से किसी के पास रहन, बैय, पटटा, तबादला आदि पर नहीं है। किसी सरकारी व गैर सरकारी बैक में आड रहन नही है, किसी किसम का दावा नहीं चल रहा है, और ना ही विचाराधीन है। स्टे आर्डर भी जारी नहीं है। आज से पहले उपरोक्त आराजी की बावत किसी के साथ किसी किसम का ईकरार बैय इत्यादि नहीं किया हुआ है। मतलब यह है कि उपरोक्त आराजी आज तक हर प्रकार के भार **/ देनदा**री से पाक व साफ है। बेचने में कोई कानूनी..

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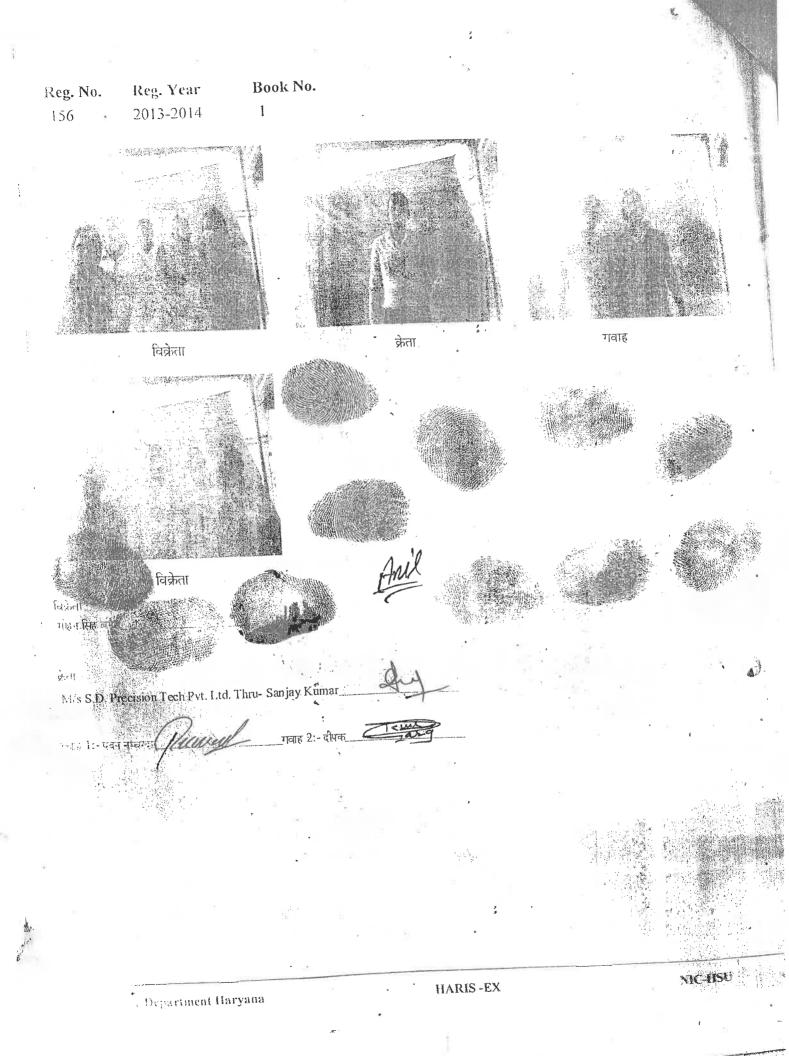
है। • कुम्बलारी

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PALWAL NUMB

पेज 3 पर जारी

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ककावट नहीं है। अच्छी कीमत मिल रही है। बेचने में हमारा व हमारे परिवार का फायदा है। अब बराये खर्चा खानगी के लिये व दीगर जरूरियात के लिये व अपने मौका में जमीन खरीदने के लिये रूप्या की जरूरत है, अत अपने होश व हवाश से बिना किसी दबाब के सोच समझकर अपनी मरजी से उपरोक्त आराजी 5 कनाल 10 मरले को कुल अधिकारों सहित बदले मुव0-82,50,000 / बयासी लाख प्रचास हजार रूप्या में जिनके आधे मुव0 41,25,000 / रु० होते है बाहक M/S. S.D. PRECISION TECH PVT, LTD. Regd. Off: C-8, East of Kailash, New Delhi. Through authorized signatory Sh. संजय कुमार पुत्र श्री धर्मबीर पुत्र श्री ज्ञानचन्द निवासी सेक्टर 23, पालम विहार गुडगांवा को बेच दी है। अर्थात बैय कर दी है। कब्जा मौका पर खरीदार कम्पनी के हवाले कर दिया है। खरीदार कं0 पूरी तरह मालिक व काबिज हो चुकी है। खरीदार कं0 उपरोक्त आराजी में तार केन्सिंग करे, किसी प्रकार की तामीर करे, मतला यह है कि खरीदार कं0 उपरोक्त आराजी को जिस तरह चाहे इस्तेमाल करे, हम बिकेतागण को किसी प्रकार का कोई एतराज ना होगा। खर्चा स्टाम्प फीस रजिस्टी आदि सब खरीदार कंठ ही कर रही है। जरे बैय सालिम हम बिकेतागण ने नकद / पी०डी०सी० (पोस्ट डेंटेड चैक) द्वारा वसूल कर ली है। जिनका विवरण / पी०डी०सी० का विवरण इस प्रकार है।

ा-महनसिंह उपरोक्त ने मूव० 1,71,875/रू० नकद तथा मुव० 5,15,625/रू० बजरिया **ां** हो नं 102591 , दिनांक 31/07/**2013**.

पेज ४ पर जारी....











Reg. No. Reg. Year Book No. 156 2013-2014 1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 156 आज दिनोंक 05/04/2013 को बही नः 1 जिल्द नः 1 के पृष्ठ नः 40 पर पेंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 4 के पृष्ठ सख्या 11 से 12 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनाँक 05/04/2013

उप-/सर्युक्ति पँजीयन अधिकारी, पलवल 2—ऐंदलसिंह उपरोक्त ने मुव0 ;1,71;875/रु० नकद तथा मुव० 5,15,625/रु० बजरिया पी0डी0सी0 नं0 102592 , दिनांक 31/07/2013...

3-महेन्द्र सिंह उपरोक्त ने मुव० 1,71,875 / रु० नकद तथा मुव० 5,15,625 / रु० बजरिया पी०डी०सी० नं० 102593 , दिनांक 31 / 07 / 2013.

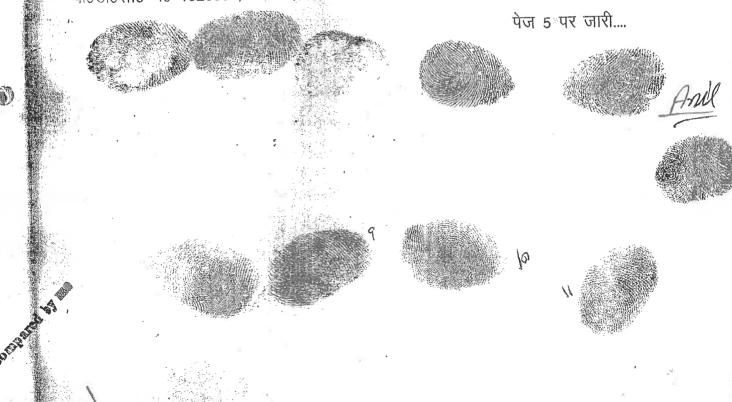
4—सुनील कुमार उपरोक्त ने मुव० 57,292/रु० नकद, तथा मुव० 1,71,875/रु० बजरिया पी०डी०सी० नं० 102594 , दिनांक 31//07/2013.

5—अनिल कुमार उपरोक्त ने मुव**० 57.292** / रु० नकद, तथा मुव० 1,71,875 / रु० बजरिया पी०डी०सी० नं० 102595 दिनांक 31 / **07** / 2013.

6-श्रीमति ओमवती उपरोक्त ने मुक्**0 57.291** / रु० नकद, तथा मुक्क **1,71,875** / रु**० बजरिया** पी०डी०सी० नं० 102596 दिनांकं **31** / **07** / 2013.

7—करन सिंह उर्फ कल्लू उपरोक्त ने मुबं 6,87,500/रु नकद, तथा मुबं 20,62,500/रु बजरिया पीं 0डी 102597 , दिनांक 31/07/2013,

'8—मानसिंह उपरोक्त ने मुव० 1,71,875 / रु० नकद तथा मुव० 5,15,625 / रु० बजरिया पी०डी०सी० नं० 102598 , दिनांक 31 / 07 / 2013.



Sith District Registrar
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9—चुन्नीलाल उपरोक्त ने मुव० 1,71,875/रु० नकद तथा मुव० 5,15,625/रु० बजरिया पी०डी०सी० नं० 102599 , दिनांक 31/07/2013.

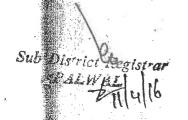
10—रमेश उपरोक्त ने मुव0 1,71,875 रू० नकद तथा मुव0 5,15,625 / रु० बजरिया पो0डी0सी0 नं0 102600 , दिनांक 31 / 07 / 2013.

11—चिरंजीलाल उपरोक्त ने मुव0 1,71,875/रु० नकद तथा मुव0 5,15,625/रु० बजरिया पी0डी0सी0 नं0 095489 , दिनांक 31/07/2013.

सभी पी०डी०सी० देना बैक फरीदाबाद के है।

अगर उपरोक्त आराजी की मिलकियत में कोई नुकस कानूनी निकला या अन्य कोई दावेदार हुआ तो खरीदार कंठ के नुकसान सालिम जरे बैय सालिम बमय हर्जा खर्चा मुकदमा बमय हर्जा खर्चा तरक्की हैसियत इत्यादि के हम बिकेतागण जिम्मावार रहेंगे। हमारी जायदाद दोगर भी जिम्मावार रहेगी। आज के बाद बिकया आराजी से हम बिकेतागण का व हमारे कानूनी वारसान /लडके /लडिकयों /उत्तासिकारीगण का कोई ताल्लुक व वास्ता नही रहा है, ना ही आइन्दा होगा। अगर उपरोक्त पोस्ट डेटेड चैको में से कोई भी चैक निर्धारित समय पर बांउस हो जाता है तो बैनामा रिजस्दी केन्सिल समझी जायेगी, किसी भी सूरत में बनान रिजस्दी मान्य नही होगी। और खरीदार कंठ की दी हुई रकम जब्त होगी। तथा किया के को अदालत में किसी भी प्रकार का दावा /क्लेम मुकदमा आदि करने का किया नहीं होगा, अगर उपरोक्त चैकों को बैंक स्वीकार नहीं करती है या किसी प्रकार की कानूनी अडचन आती है तो खरीदार कंठ इसी राशि के नये चैक इसी तिथी के किकेतागणों का देने की पावन्द रहेगी। अगर कब्जा की बावत आगे खरीदार कंठ को किसी

पेज 6 पर जारी..







को कानूनी अडचन आती है या अन्य किसी प्रकार का विवाद पाया जाता है, या किसे के साथ कोई ईकरारनामा सौदा बैय पाया जाता है तो उसके हम बिकेतागण जिस्सावार रहेंगें। अतः यह बैनामा जरई सुन, समझकर तथा सही मानकर लिख दिया है कि किस रहे और समय पर काम आवे दिनांक 05/04/2013

्रेडिकेटाचण 1—मोहनसिंह 2—ऐदलसिंह 3—महेन्द्रसिंह

- वरनसिंह उर्फ कल्लू 8—मानसिंह, 9—चुन्नीलाल,

- करनसिंह उर्फ कल्लू 11—चिरंजीलाल खरीदार

🕶 इ-1 पवनकुमार नम्बरदार, पलवल।

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गवाह-2 दीपक पुत्र श्री अमीचन्द निवासी सोहना

Naresh Kumar Sharma

Advocate, Falwal

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Sub District Registrar
PALWAL
9/1/18



ॐ बैनामा कृषि भूमि मुव0— 16,01,25,000/रु0 स्टाम्प/रसीद मुव0— 80,06,250/रु0, सीरियल नं0 GSR/001: 631962 , दिनांक 31/01/2013, को State bank of India, Palwal से खरीदा गया । बेरूहद न0 प0 । रोबरो सब रजिस्टार साहिब — 0000 वाका मौजा पलवल । बैनामा रेट — 1,20,00,000/रु0 प्रति एकड ।

वीकी मीजी पलवल । - बनामा रट — 1,20,00,000 / रु० प्रति एकड रकबा 106 कनाल 15 मरले।

हम 1—मोहनसिंह, 2—ऐदलसिंह, 3—महेन्द्रसिंह पुत्रान लालमन पुत्र कुडे हर तीन समभाग

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्दिनंक 31/01/2013

पलेख नः 14447

चार्ह

डीड सबंधी विवरण

हीड, का नाम SALE OUTSIDE MC AREA

तहसी त/सब-तहसील पलवल

गांव/शहर पलवल

स्थितं पलवल

भवन का विवरण

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13 Acre 2 Kanal 15 Marla

सबंधी विवरण

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की राशि 8,006,250.00 रुपये

कुलस्टाम्प हर्युरी ो अभि 8.006.2000 स्पर्ये

रजिस्द्रेशन फीस की राशि 15,000.00 रूपये

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Deaffed By: उदयचन्द कौशिक वकील

यह प्रलेख आज दिनाँक 31/01/2013 दिन गुरूवार समय 4:50:00PM बजे श्री/श्रीमती/कुनारी गंहन सिह क्लेग्स्टिक

नुन ज़ी/पत्नी श्री/श्रीमती/कुमारी लालमन निवासी पलवल द्वारा पुँजीकरण हेतु प्रस्तुत किया गयाः

पलवल

्री वहन सिंह बगैस

उप अन्त विक्रेता व क्रा श्रीमती/कुमारी M/s Olive Buildcon Pvt. . Sanjay Kumar क्रियाहर्ग के प्रस्तुत प्रति के तच्यो

क्या दोगोशक्सो स्नीक्तुकि किया। प्रलेख के अनुसार 0.00 की राशि केनी ने पेट मनत करेग

का अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किन्त

पक्षो की पहचान श्री/श्रीमती/कुमारी पवन नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी

व श्री/श्रीमती/कुमारी दीप 5 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी अमीचन्द निवासी सोहना

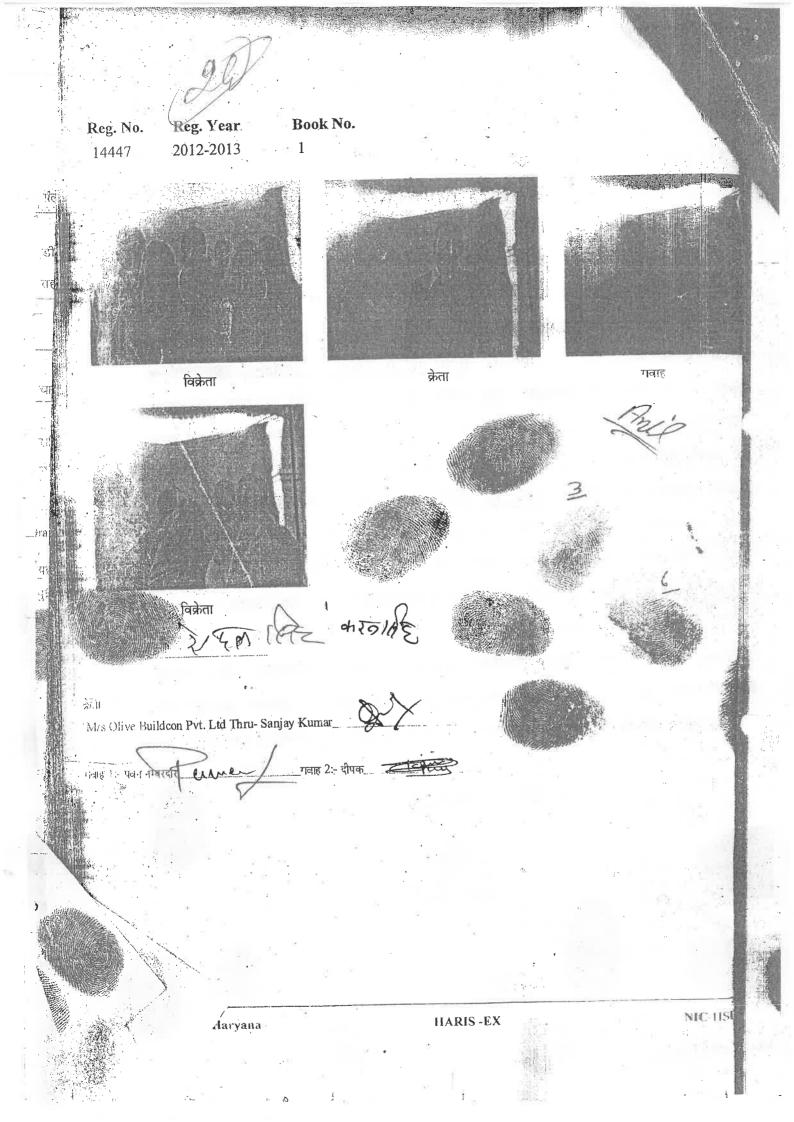
ेन: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह सहती न:2 की शहनान करता है।

ानासी फलर

1/2013

4 भाग व 4-सुनीलकुमार, 5-अनिलकुमार, पुत्रान व 6-श्रीमति ओमवती विधवा लखनलाल (लखनपाल) पुत्र लालमन हर तीन समभाग 1/12 भाग, व 7-करनसिंह उर्फ कल्लू पुत्र साधूराम पुत्र कूड़े 1/3 भाग, व 8-मानसिंह, 9-चुन्नीलाल, 10-रमेश, 11—चिरंजीलाल पुत्रान उदयसिंह पुत्र कूडे हर चार समभाग 1/3 भाग निवासीगण पलवल तहसील व जिला पलवल के है। जो कि अराजी जरई खेवट नं0 2320 खाता नं0 2682, मुस्त0 नं0 50, कीला नं0 24 (१०००), रकबा 0 कनाल 10 मरले, व खाता नं0 2683, मुस्त0 नं0 30 कीला नं0 11/2(3-10), मुस्त0 नं0 50 कीला नं0 23(8-0), (5||5) मुस्त0 नं0 55 कीला नं0 🗷 🕶 🛛 , कुल रकबा 24 कनाल 5 मरले, व खाता नं0 2684, स्त0 नं0 50 कीला नं0 13(8—0), 18(7—9), 19(7—9), रकबा 22 कनाल 18 मरले, व खाता नं0 2685, मुस्त0 न0 30 कीला नं0 18/2(1-10), 23/1(1-10), मुस्त0 नं0 55 कीला नं0 5(8-0), 6(8-0), 7(7-10), 8/1(6-19), मुस्त0 नं0 56 कीला नं0 (10-14), (10-14 रकबा 47 कनाल 12 मरले, व खाता नं0 2686, मुस्त0 नं0 30 कीला नं0 1/2(3-10), रकबा 3 कनाल 10 मरले व खेवट/खाता नं0 1884/2151, मुस्त0 नं0 55 कीला नं0 3(8-0), रकबा 8 कनाल 0 मरले, इस तरह कुल तादादी रकबा 106 कनाल 15 मरले वाकिया मौजा पलवल तहसील व जिला पलवल मिलकियत हम मोहन सिंह, ऐदलसिंह, महेंन्द्रसिंह, करनसिंह उर्फ कल्लू, मानसिंह, चुन्नीलाल, रमेश व चिरंजीलाल की बरूये जमाबन्दी साल 2001-02 अनुसार व हम सुनीलकुमार, अनिलकुमार व श्रीमति ओमवती की र ये विरासत इन्तकाल नं0 21156 अनुसार है। मौका पर हमारा ही कब्जा है। उपरोक्त..

पेज 3 पर जारी १ १ १ १ १



आराजी आज तक हर प्रकार के भार से पाक व साफ है। पहले से किसी के पास रहन, बैय, पटटा, तबादला आदि पर नहीं है। किसी सरकारी व गैर सरकारी बैक में आड रहन नहीं है, किसी किसम का दावा नहीं चल रहा है, और ना ही विचाराधीन है। स्टे आर्डर भी जारी नहीं है। आज से पहले उपरोक्त आराजी की बावत किसी के साथ किसी किसम का ईकरार बैय इत्यादि नहीं किया हुआ है। मतलब यह है कि उपरोक्त आराजी आज तक हर प्रकार के भार / देनदारी से पाक व साफ है। बेचने में कोई कानूनी रूकावट नहीं है। अच्छी कीमत मिल रही है। बेचने में हमारा व हमारे परिवार का फायदा है। अब बराये खर्चा खानगी के लिये व दीगर जरूरियात के लिये व अपने मौका में जमीन खरीदने के लिये रूप्या की जरूरत है, अतः अपने होश व हवाश से बिना किसी दबाब के सोच समझकर अपनी मरजी से उपरोक्त आराजी 106 कनाल 15 मरले को कुल अधिकारों सहित बद्ले मुव0—16,01,25,000 / सोलह करोड़ एक लाख पच्चीस हजार रूप्या में जिनके आधे मुव0 8,00,62,500 / रु० होते है बाहक M/S. OLIVE BUILDCON PVT, LTD. Regd. Off: C-8, East of Kailash, New Delhi. Through authorized signatory Sh. संजय कुमार पुत्र श्री धर्मबीर पुत्र श्री ज्ञानचन्द निवासी सेक्टर— 23, पालम विहार गुडगाँवा को बेच दी है। अर्थात बैय कर दी है। कब्जा मौका पर खरीदार कम्पनी के हवाले कर दिया है। खरीदार कं0 पूरी तरह मालिक व काबिज हो चुकी है। खरीदार कं0 उपरोक्त आराजी में तार फेन्सिंग करे, किसी प्रकार की तामीर करे, मतलब यह है कि खरीदार कंठ उपरोक्त आराजी को जिस तरह चाहे इस्तेमाल करे, हम बिकेतागण को किसी प्रकार का कोई एतराज ना होगा। खर्चा स्टाम्प फीस रजिस्टी आदि सब खरीदार कं० ही कर रही है। जरे बैय सालिम हम बिकेतागण ने झाफट/पी०डी०सी० (पोस्ट डेटेड चैक) द्वारा वसूल कर ली है। जिनका विवरण इस प्रकार है। डी० डी० व पी०डी०सी० का विवरण इस प्रकार है। पेज ४ पर जारी.

मिन गर्ना विद्या का विवरण

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Reg. No. Reg. Year

Book No.

14447

2012-2013

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14,447 आज दिनाँक 31/01/2013 को बही नः 1 जिल्द नः 10 के पृष्ठ नः 36 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्हा नः 167 के पृष्ठ सख्या 59 से 60 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

_ दिनोंक 31/01/2013

उप / सर्वेन र पंजीयन अधिक

पलवस

1—मोहनसिंह उपरोक्त ने मुव० 33,35,938/रु० बजरिया डी०डी०/चैक नं० 121929, दि० 30/01/2013, तथा मुव० 1,00,07,812/रु० का पी०डी०सी० नं० 102357,दि० 31/7/2013

2+ऐंदलसिंह उपरोक्त ने मुव0 33,35,938/रु0 बजरिया डी०डी०/चैक नं0 121930, दि0 30/01/2013, तथा मुव0 1,00,07,812/रु0 का पी०डी०सी० नं0 102358, दि0 31/07/2013.

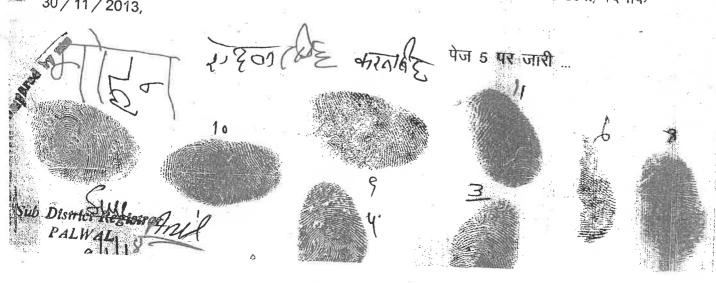
3—महेन्द्र सिंह उपरोक्त ने मुवं० 33,35,938/रु० बजरिया डींं०डींं०/चैक नं० 121931, दिं० 30/01/2013 तथा मुवं० 1,00,07,812/रु० का पीं०डींं०सीं० नं० 102359 दिं० 31/07/2013

4—सुनील कुमार उपरोक्त ने मुव० 11,11,979 / रु० बजरिया डी०डी० / चैक नं० 121932 दि० 30 / 01 / 2013, तथा मुव० 33,35,937 / रु० का पीं०डी०सी० नं० 102360, दि० 31 / 07 / 2013

5—अनिल कुमार उपरोक्त ने मुव० 11,11,979 / रु० बजरिया डी०डी० / चैक नं० 121935, दि० 30 / 01 / 2013 तथा मुव० 33,35,937 / रु० का पी०डी०सी० नं० 102361, दि० 31 / 07 / 2013

6-श्रीमति ओमवती उपरोक्त ने मुव० 11,11,979/रु० बजरिया डी०डी०/चैक नं० 121936, दि० 31/01/2013, तथा मुव० 33,35,937/रु० का पी०डी०सी० नं० 102362, दि० 31/07/2013

7—करन सिंह उर्फ कल्लू उपरोक्त ने मुव० 1,33,43,750/रु० बजरिया डी**०**डी०/चैक नं० 358733, दिनांक 31/01/2013, तथा मुव० 1,86,81,250/रु० का **पी०डी०सी**० नं0102363, दिनांक 31/05/2013, तथा मुव० 2,13,50,000/रु० का पी०डी०सी० नं**0 102**364., दिनांक 30/11/2013,



8—मानसिंह उपरोक्त ने मुव० 33,35,938 / रु० बजरिया डी०डी० / चैक नं० 121939, दिनांक 31 / 01 / 2013, तथा मुव० 1,00,08,000 / रु० का पी०डी०सी० नं० 102365, दि० 31 / 07 / 2013

9—चुन्नीलाल उपरोक्त ने मुव0 33,35,938/रु0 बजरिया डी०डी०/चैक नं0 121934दिनांक 31/01/2013 तथा मुव0 1,00,08,000/रु0 का पी०डी०सी0 नं0 102366, दि0 31/07/2013

10-रमेश उपरोक्त ने मुव0 33,35,938 / रु0 बजरिया डी०डी० / चैक नं0 121937, दिनांक 31 / 01 / 2013, तथा मुव0 1,00,08,000 / रु0 का पी०डी०सी० नं0 102367, दि0 31 / 07 / 2013

11—चिरंजीलाल उपरोक्त ने मुव० 33,35,938/रु० बजरिया डी०डी०/चैक नं० 121938, दिनांक 31/01/2013, तथा मुव० 1,00,08,000/रु० का पी०डी०सी० नं0102368, दि० 31/07/2013 सभी झाफट देना बैक फरीदाबाद द्वारा जारी है। तथा सभी पी०डी०सी० देना बैक फरीदाबाद के है।

अगर उपरोक्त आराजी की मिलकियत में कोई नुकस कानूनी निकला या अन्य कोई दावेदार हुआ तो खरीदार कंठ के नुकसान सालिम जरे बैय सालिम बमय हर्जा खर्चा मुकदमा बमय हर्जा खर्चा तरक्की हैसियंत इत्यादि के हम बिकेतागण जिम्मावार रहेंगे। हमारी जायदाद दीगर भी जिम्मावार रहेगी। आज के बाद बिकया आराजी से हम बिकेतागण का व हमारे कानूनी वारसान /लडके /लडिकयों /उत्तराधिकारीगण का कोई ताल्लुक व वास्ता नहीं रहा है, ना ही आइन्दा होगा। अगर उपरोक्त पोस्ट डेटेड चैको में से कोई भी चैक निर्धारित समय पर बांउस हो जाता है तो बैनामा रिजस्ट्री केन्सिल समझी जायेगी, किसी भी सूरत में बैनामा रिजस्ट्री मान्य नहीं होगी। और खरीदार कंठ की दी हुई रकम जब्त होगी। तथा खरीदार कंठ को अदालत में किसी भी प्रकार का दावा /क्लेम मुकदमा आदि करने का अधिक नहीं होगा। अगर उपरोक्त चैको को बैंक स्वीकार नहीं करती है या किसी प्रकार

० पेज ६ पर जारी

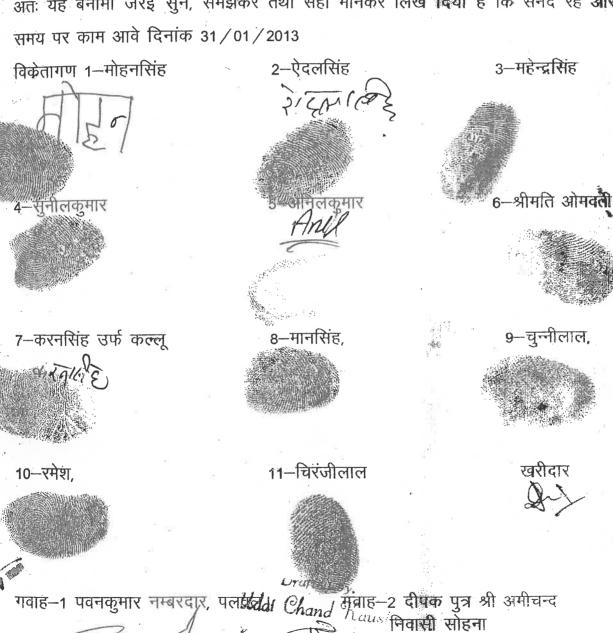
कारनात्र

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की कानूनी अड़चन आती है तो खरीदार कंठ इसी राशि के नये चैक इसी तिथी के बिकेतागण को देने का पाबन्द रहेगी। अगर कब्ज़ा की वावत आगे खरीदार को किसी प्रकार की कानूनी अड़चन आती है या अन्य किसी प्रकार का विवाद पाया जाता है या किसी के साथ कोई ईकरारनामा सौदा बैय पाया जाता है तो उसके हम बिकेतागण जिम्मावार रहेंगें। अतः यह बैनामा जरई सुन, समझकर तथा सही मानकर लिख दिया है कि सनद रहे और समय पर काम आवे दिनांक 31/01/2013



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1448 31/1/13

नकल स्वाहिक असल है

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25/4/18

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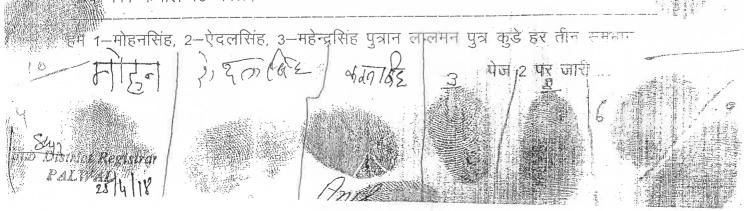
14448



ॐ . बैनामा कृषि भूमि मुव0- 16,77,00,000 / रु0 स्टाम्प / रसीद मुव0- 83,85,000 / रु0, सीरियल नं0 GSR/001: 631963 , देनांव 31 / 01 / 2013, को State bank of India, Palwal से खरीदा गया । बेरूहद न् 0 प0 ।

रोबरो सब रजिस्ट्रार साहिब — 0000 वाका मौजा पलवल । बैनामा रेट— 1,20,00,000 / रु० प्रति एकड ।

मा 111 कनाल 16 मरले।



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n: 14448

डीड सबंधी विवरण

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167.700:000.00 रुपये की संशि 8,385,000.00 रुपये कृत स्टाम्न इप्टो को रजिस्ट्रेशन फीस की राशि 15,0(४) ०० रूप

खपये

३५: उदयचन्द कोशिक वकील

प्रेष्ठ आज दिनोंक 31/01/2013 दिन गुरूवार समय. 4:52:00PM वर्ज को होन्दर कंपरनी श्री/श्रीमती/कुमारी लालमन निवासी प्रलबल द्वारा पॅजीकरण हेतु प्रस्तुः किया

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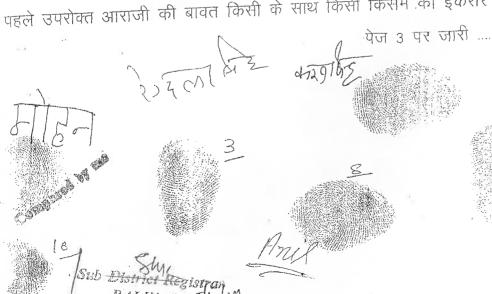
न विक्तान श्री/श्रीमती/कुमारी M/s Mahi Buildcon Pvt. Ltd. मिला-Sanjay Kana के अनुसार 0.00 रूपये की राशि के समानकार के सुमक किया। प्रलेख के अनुसार 0.00 रूपये की राशि के संव देन के स्वासार को नवा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन के स्वासार को की पहचान श्री/श्रीमती/कुमारी विन नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी अर्थायर निवासी संव ने संव प्रते श्री/श्रीमती/कुमारी अर्थायर निवासी संव ने संव स्वासार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी अर्थायर निवासी संव ने संव स्वासार की स्वासार के स्व

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·1/4 भाग व 4—सुनीलकुमार, 5—अनिलकुमार, पुत्रान व 6—श्रीमति ओमवर्ती विधवा लखनलाल (लखनपाल) पुत्र लालमन हर तीन समभाग 1/12 भाग, व 7-करनसिंह उर्फ कल्लू पुत्र साधूराम पुत्र कूडे 1/3 भाग, व 8-मानसिंह, 9-वुन्नीलाल, 10-रमेश, 11-चिरंजीलाल पुत्रान उदयसिंह पुत्र कूडे हर चार समभाग 1/3 भाग निवासीगण पलवल तहसील व जिला पलवल के हैं। जो कि अराज़ी जरई खेवट नं0 2320, खाता नं0 2683. मुस्त0 नं0 30 कीला नं0 9 मिन गर्व (4-0), 10/1(3-10), 12/1(2-17), 19मिन एर्ट (1-0), रकेंबा 11 कनाल 7 मरले, व खाता नं० 2684, मुस्त० नं० 30 कीला नं० 21(8-3). नुस्त0 50 कीला नं**0 1 / 1(6—19).** 8(8—0), 9(8—0), 12(8—0), रकंबा 38 कनाल 19 मरले. व खाता नं0 2685, मुस्त0 नं0 30, कीला नं0 19 मिन शर्क (7-0), 20(8-0), 22(8-0) मुस्ता नं 50 कीला नं 2 / 2(2-10), 3(8-0), कुल रकबा 33 कनाल 10 मरले व खात नं० २६८६, मुस्त० नं० ३० कीला नं० २(८-०), ३(८-०), ८(८-०), ७ मिन शर्क (४-०), रकवा 28 कनाल 0 मरले इस तरह कुल तादादी रकबा 111 कनाल 16 मरले वाकिया मींजा पलवल तहसील व जिला पलवल मिलकियत हम मोहन सिंह, ऐदलसिंह, महेंन्द्रसिंह, करनसिंह उर्फ कल्लू, मानसिंह, चुन्नीलाल, रमेश व चिरंजीलाल की बरूये जमावन्दी साल 2001-02 अनुसार व हम सुनीलकुंमार, अनिलकुमार व श्रीमति ओमवती की बंरूये विरासत इन्तकाल नं० २११५६ अनुसार है। मौका पर हमारा ही कब्जा है। उपरोक्त आराजी आज तक हर प्रकार के भार से पाक व साफ है। पहले से किसी के पास रहन, बैय, पट्टा, रखायला आदि पर नहीं है। किसी सरकारों व गैर सरकारी बैंक में आड रहन नहीं है, किसी किसम का दावा नहीं चल रहा है, और ना ही विचाराधीन है। स्टें आर्डर भी जारी नहीं है। आज से पहले उपरोक्त आराजी की बावत किसी के साथ किसी किसम का ईकरार बैय इत्यादि

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नहीं किया हुआ है। मतलब यह है कि उपरोक्त आराजी आर्ज तर्क हर प्रकार क भार / देनदारीं से पाक व साफ है। बेचने में कोई कानूनी रूकावट नही है। अच्छी कीमत मिल रही है। बेचने में हमारा फायदा है। अब बराये खर्चा खानंगी के लिये व दीगर जरूरियात के लिये व अपने मौका में जमीन खरीदने के लिये रूप्यां की जरूरत है, अतः अपने होश व हवाश से बिना किसी दबाब के सोच समझकर अपनी मरजी से उपरोक्त आराजी 106 कनाल 15 मरले को कुल अधिकारों सहित बदले मुव०--16,77,00,000 / सोलह करोड़ सत्तर लाख रूप्या में जिनके आधे मुव० 8,38,50,000 / रू० होते है बाहक MIS. MAHI BUILDCON PVT, LTD. Regd. Off: C-8, East of Kailash, New Delhi. Through authorized signatory Sh. संजय कुमार पुत्र श्री धर्मबीर पुत्र श्री ज्ञानचन्द निवासी संकटर-23, पालम विहार गुडगांवा को बेच दी है। अर्थात बैय कर दी है। कब्जा मौका पर खरीदार कम्पनी के हवाले कर दिया है। खरीदार कं० पूरी तरह मालिक व काबिज हो चुकी है। खरीदार कं0 उपरोक्त आराजी में तार फेन्सिंग करे, किसी प्रकार की तामीर करे, मतलब यह है कि खरीदार कं0 उपरोक्त आराजी को जिस तरह चाहे इस्तेमाल करे, हम बिकेतागण को : किसी प्रकार का कोई एतराज ना होगा। खर्चा स्टाम्प फीस रजिस्टी आदि सब खरीदार कं0 ही कर रही है। जरे बैय सालिम हम बिक्रेतागण ने झफट / पीठडीठसीठ (पोस्ट डेटेड वैंक) द्वारा वसूल कर ली है। जिनका विवरण इस प्रकार है। डीo डीo व पीoडीoसीc का विवरण इस प्रकार है।

1—मोहनसिंह उपरोक्त ने मुव० 34,93,750 / रु० बर्जारेया डी०डी० / चैक नं० 272298, दि० 30 / 01 / 2013, तथा मुव० 1,04,81,250 / रु० का पी०डी०सी० नं० 027539, दि० 31 / 07 / 2013.

पेजं 4 पर जारी

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Sub District Registrate PALWALE 4/18

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- जाना है कि यह प्रलेख कमांक 14,448 आज दिनोंक 31/01/2013 की एर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या । जि ों सं 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इसी कार्य हस्ताक्षर निमान अंगुठा मेरे सामने किये है ।

of 01/2015

2—ऐंदलसिंह उपरोक्त ने मुव0 34,93,750 / रु० बजरिया डी०डी० / चैक नं0 272299 दि0 30/01/2013, तथा मुवं० 1,04,81,250/रु० का पीठडीं०सीं० नं० 027540. 31 / 07 / 2013.

3-महेन्द्र सिंह उपरोक्त ने मुव० 34,93,750/रु० बजरिया डी०डी०/चैक नं० 272302,दि० 30 / 01 / 2013, तथा मृव0 1,04,81,250 / रु० का पी०डी०सी० 31/07/2013.

4-स्नील क्मार उपरोक्त ने मुवा 11,64,583 / रु० बजरिया डी०डी० / चैक नं० 272303. दे० 30/01/2013, तथा मुव0 34,93,750/रु० का पी०डी०सीं० नं० 027542 31/07/2013.

5-अनिल कुमार उपरोक्त ने मुवा 11,64,583 / रु० बजरिया डी०डीं० / चैक नं० 272304 दिल तथा मुव० ३४,९३,७५० / रु० का पी०डी०सी० 30 / 01 / 2013, न0 31/07/2013.

6-श्रीमित ओमवती उपरोक्त ने मुव0 11,64,584 / रु0 बजरिया डी०डी० / चैक नं0 272305. 🕏 दि० 30/01/2013तथा मुव० 34,93,750/रु० का पी०डी०सी० नं० 027544 31/07/2013.

7-करन सिंह उर्फ कल्ल उपरोक्त ने मुव० 1,39,75,000 / रु० बजरिया डी०डी० नं० 0.27538 दिनांक 31/01/2013, 'तथा मुव0 1,95,65,000/रु० का पी०डी०सी० न० 027545. वि. 31/07/2013. 31/05/2013, तथा मुव० 2,23,60,000/रु० का पी०डी०सी० नं३ 027546. दिनाक 30 / 11 / 2013,

8—मानसिंह उपरोक्त ने मूव० 34,93,750 / रु० बजरिया डी०डी० / चैक नं० 272309. दि० 30/01/2013, तथा मुव0 1,04,81,250/रु0 का पी0डी०सी० नं0 027547. दि

31/07/2013 2) 2001年至 पेज 5 जारी 9—चुन्नीलाल उपरोक्त ने. मुव० 34;93,750/रु० बजरिया डी०डी०/चैक नं० 27236 दिः 30/01/2013, तथा मुव० 1,04,81,250/रु० का पी०डी०सी० नं० 027548 दिः 31/07/2013

10—रमेश उपरोक्त ने मुव० 34,93,750/रु० बजरिया डी०डी०/चैक न० 272307, ि 30/01/2013; तथा मुव० 1,04,81,250/रु० का पी०डी०सी० नंव 027549 दि० 31/07/2013

11—चिरंजीलाल उपरोक्त ने मुव० 34,93,750/रू० बजरिया डी०डी०/चैक त० 27,308 ि 30/01/2013 तथा मुव० 1,04,81,250/रू० का पी०डी०सी० त० 027,550,पि० 31/07/2013 सभी झफट व पी०डी०सी० यूनियन बैक ऑफ इंडिया,फरीदाबाद के हैं। अगर उपरोक्त आराजी की मिलकियत में कोई नुकस कानूनी निकला या अन्य कोई दावेदार हुआ तो खरीदार कं० के नुकसान सालिम जरे बैय सालिम वमय हर्जा खर्चा मुकदा बना हर्जा खर्चा तरक्की हैसियत इत्यादि के हम बिकेतागण जिम्मावार रहेंगे। हमारी जायदर्द दीगर भी जिम्मावार रहेगी। आज के बाद बिकया आराजी से हम बिकेतागण का व हमारे कानूनी वारसान/लडके लडिकयों/उत्तराधिकारीगण का कोई ताल्लुक व वास्ता नहीं पण है. ना ही आइन्दा होगा। अगर उपरोक्त पोस्ट डेटेड चैको में से कोई भी चेक निर्धारित समय पर बांउस हो जाता है तो बैनामा रिजस्द्री केन्सिल समझी जायेगी, किसो भी सूरत में बैनामा रिजस्द्री मान्य नहीं होगी। और खरीदार कं० की दी हुई रकम जब्त होगी। तथा खरीदार कं० को अदालत में किसी भी प्रकार का दावा/क्लेम मुकदमा आदि करने वा अधिकार नहीं होगा। अगर उपरोक्त चैको को बैंक स्वीकार नहीं करती है या किसी प्रकार की कानूनी अड्चन आती है तो खरीदार कं० इसी राशि के नये चैक इसी तिथी के बिकेतागण को देने का पाबन्द रहेगी। अगर कब्जा की बावत आगे खरीदार कं० को किसी प्रकार की काननी अड्चन आती है या अन्य किसी प्रकार का विवाद पाया जात्व है व

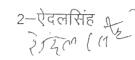
प्रकार की कानूनी अडचन आती है या अन्य किसी प्रकार का विवाद पाया जाता है व पेज 6 पर जारे कार किड

किसी के साथ कोई ईकरारनामा सौदा बैय पाया जाता है तो उसके हम विकेतागण जिम्मावार रहेंगें। अतः यह बैनामा जरई सुन, समझकर तथा सही मानकर लिख दिया है हि सनद. रहे और समय पर काम आवे दिनांक 31/01/2013

बिकेतागण 1-मोहनसिंह



सुनीलकुमार



5-अनिलकुमार

3-महेन्द्रशिह

6-श्रीमति ओमवती

7-करनिसंह उर्फ कल्लू



१० रमेश,





11-चिरंजी,लाल



9- चुन्नीलाल





गवाह-1 पवनकुमार नम्बरदार, पलवल।



गवाह-2 दीपक पुत्र श्री अमीचन्द



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वदकीसाद

