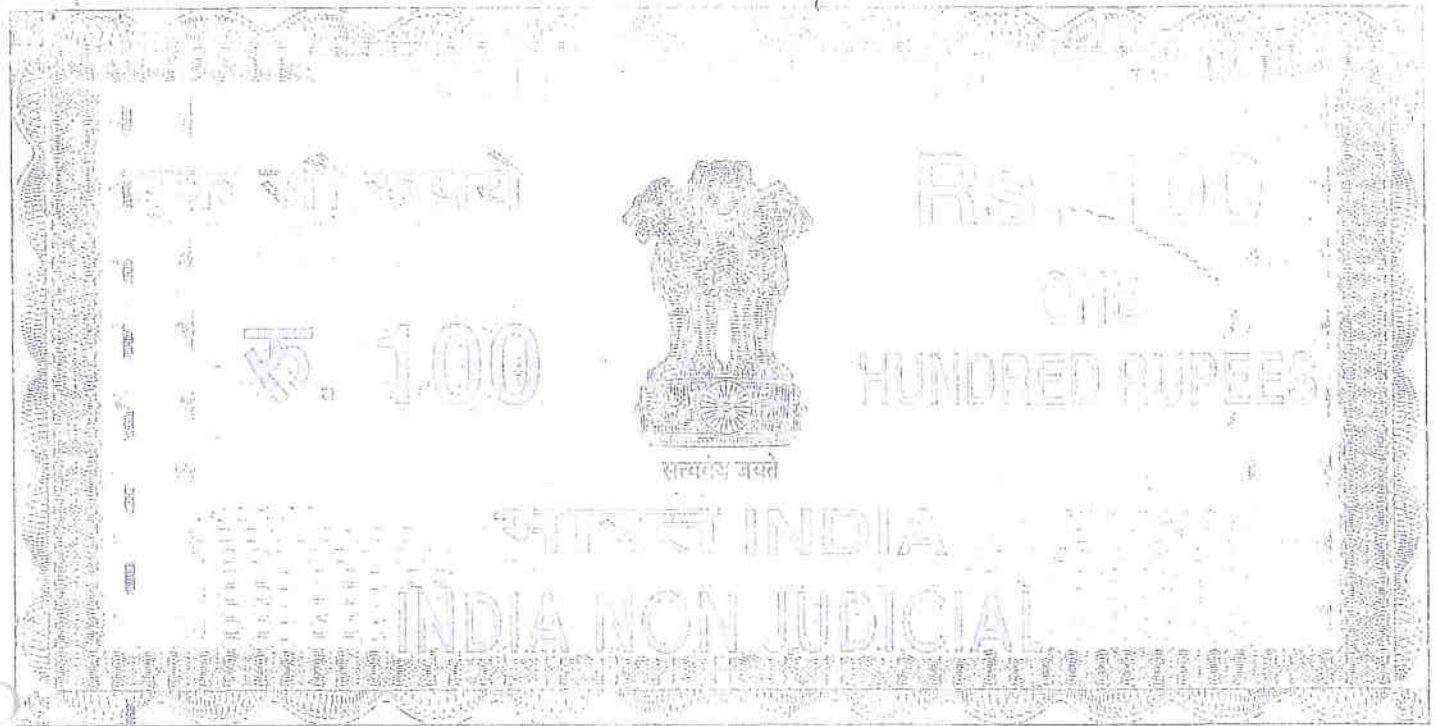


10558



हरियाणा HARYANA

B 396824

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Bahadurgarh (Jhajjar, Haryana) on this 7 of March, 2013

COLLABORATION
SAT PAL

BY AND BETWEEN

GNEX REALTECH PVT. LTD. a company registered under the Companies Act, 1956 and having its office at 14-B, 1st Floor, Manohar Park, Rohtak Road, New Delhi - 26 (hereinafter referred to as the "DEVELOPER", represented herein through its Authorized Signatory Mr. Neeraj Ruhil, duly authorized by board resolution dated 6th March, 2013 which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the FIRST PART;

AND

Mr. Satpal Son of Shri Mehtab Singh and Ms. Rajesh Devi W/o of Satpal, Resident of Vill. Nuna Majra, Teh. Bahadurgarh, Distt.- Jhajjar (hereinafter referred to as "THE LAND OWNERS" which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, legal representatives, successors and assigns of the SECOND PART;

(The Developer and the Land Owners shall hereinafter be individually referred to as the "Party" and collectively as "Parties")

Rajesh Devi

- 8 FEB 2017

ATTESTED
NOTARY PUBLIC

35353 3/13
Gnes Realtech Pvt Ltd New Delhi

प्रलेख न: 10558

दिनांक 08/03/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील बहादुरगढ़	गांव/शहर नूना माजरा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 100.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: -

यह प्रलेख आज दिनांक 08/03/2013 दिन शुक्रवार समय 5:36:00PM बजे श्री/श्रीमती/कुमारी Gnes Realtech Pvt Ltd thru बंजरिये निरज रुहिल (OTHER) पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बगढ़ द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Rajesh Devi

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

श्री Gnes Realtech Pvt.Ltd thru बंजरिये निरज रुहिल (OTHER)

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

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी औमप्रकाश नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बगढ़ व श्री/श्रीमती/कुमारी सुरेन्द्र पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी चन्द्रमान निवासी नूनामाजरा ने की।

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

दिनांक 08/03/2013

08 FEB 2013

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उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

WHEREAS:

- A. The Land Owners are the sole and absolute owner of 5.1177 Acres of freehold residential zone land located at Sector - 36, within the revenue estate of village Nuna Majra and Kherka Musalman, Tehsil - Bahadurgarh, District - Jhajjar, in the state of Haryana (herein after referred to as the "Land") which is more specifically detailed in Schedule-1 attached herewith.
- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable said Land.
- C. The Developer and other associates owns and possess various portion of land (also in the process of adding / acquiring / buying more lands for the project) adjoining the said Land (herein after referred to as the "Existing Land") over which the Developer intends to develop a residential township after obtaining necessary licenses from the office of the Director General, Town and Country Planning, Haryana, Chandigarh ("DGTCP") under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, for setting up of a Residential Township.
- D. The Land Owners are desirous of joining hands with the Developer by collaborating with the Developer to make the said Land as part of the Existing Land and to enable the Developer to obtain necessary licenses by including the said Land as part and parcel of the Existing land for setting up of a Residential Township on the Land and the Said Land. The Existing land and the said Land are together herein after referred to as the "Said Land".
- E. The Land Owners, being the sole and absolute Owner and in peaceful vacant possession have approached the Developer to undertake development, promotion, construction and sale of the Plot, House, Floors, other built-up areas to be developed over the said Land. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for development, promotion, construction and sale of the project and for that purpose the Land Owners has agreed to grant to the Developer, the entire uninterrupted, exclusive, full and free right to construct, promote, advertise and market the Developer's share over said Land in such manner it deems fit (hereinafter collectively referred to as the "Development Rights", which shall include all the rights contained in Article 3 below) and the Developer has agreed to develop the Said Land upon grant of Development Rights on the terms and conditions contained under this Agreement and after obtaining necessary Licenses from DGTCP.
- F. The Parties now wish to record their understanding and detail the framework, terms and conditions that would govern their relationship in relation to the Project and the development thereof by the Developer, and are accordingly entering into this Agreement.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Rajesh Devi

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NOTARY PUBLIC

1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions: In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Agreement" means this Agreement for the development of the Said Land, together with all schedules and exhibits attached hereto;

"Architect" means the architect appointed by the Developer for the Project;

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained (including, for the avoidance of doubt, the Sanctioned Plan, and all approvals required in connection with or pursuant to the Sanctioned Plan) and/or for the commencement and completion of the development and construction of the Said Land including without limitation License, environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or Governmental authorities whether State or Central;

"Applicable Law" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

"Buildings" means the buildings, structures, constructions, built-up units, houses, villas to be constructed by the Developer on the Plots in Said Land in terms of the Plans;

"Completion Date" means the date of execution of this Agreement, on which date actual, vacant and physical possession of the Said Land shall be delivered to the Developer by the Land Owners to enable the Developer to commence the Project;

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"Consideration" has the meaning ascribed to the term under Clause 4 below and may fall in any area, or land in the Project and not necessarily over the said Land;

"Development Rights" has the meaning ascribed to the term under Recital F above;

"Effective Date" means the date of execution of this Agreement as written hereinabove;



28 FEB 2014

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Notary Public

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land;

"Plan" means the drawings and plan for the Plot, buildings and/or services prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable power of attorney to be executed by Land Owners in favour of the Developer authorising the Developer to enjoy the rights and carry out the power and objective of the Agreement;

"Project" means a development of a Residential Township over the Said Land or any other land acquired in future located at Sector - 36, within the revenue estate of village Nuna Majra Tehsil - Bahadurgarh, District - Jhajjar in the state of Haryana which may have Plotted Development and/or Built-up units/ Houses/ Villas/ Floors as may be

decided by the Developer in accordance with rules and regulations of the authorities;

"Project Team" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed by the Developer;

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Architect, which may be modified or amended by the Developer in consultation with the Architect from time to time; and

"Transaction Documents" collectively means this Agreement and the POA executed in favour of the Developer.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. Reference to the singular includes a reference to the plural and vice versa;

1.2.2. Reference to any gender includes a reference to all other genders;

1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

1.2.4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and

1.2.5. Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this Agreement.

8 FEB 2012

Rajesh Dahi

ATTESTED
NOTARY PUBLIC

- 1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4. When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.5. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. ARRANGEMENT

2.1 Pursuant to this Agreement, the Land Owners, hereby irrevocably, absolutely and

unconditionally grant to the Developer the entire Development Rights over the Said Land on the terms and conditions contained hereunder.

2.2 The Land Owners hereby represent to the Developer that the Land Owners are sole and absolute owners of the Said Land and the Land Owners further hereby represent that on or before the Completion Date the actual, physical, vacant possession thereof shall be delivered, to the Developer, for the purpose of enabling the Developer to develop the Project. For the aforesaid purpose:

- (a) The Land Owners hereby grant an exclusive and irrevocable right to the Developer, to enter upon the Said Land or any part thereof, and develop the same in terms of this Agreement for the development of the Project and construction of Buildings, if any. Land Owners further irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Said Land for executing and implementing the Project in accordance with this Agreement. The Land Owners shall not revoke the permission/ license so granted as the Developer will be incurring expenditure for development / construction based on the assurances and permission granted by the Land Owners;



Rayesh Duri

16 FEB 2017

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(b) The Land Owners hereby agree to hand over all the antecedent documents including title deeds of the entire Said Land (including, for the avoidance of doubt, each land parcel forming part of the Said Land) to the Developer on or before the Completion Date. The Developer shall retain all the title deeds thereof, which shall include without limitation, such further agreements to be executed between the Parties and the POA to be executed by the Land Owners.

(c) On the Completion Date, Land Owners shall execute and deliver the POA to the Developer in the format annexed herewith as Schedule - II.

3. DEVELOPMENT RIGHTS

3.1. The Land Owners have, under this Agreement, granted the entire Development Rights to the Developer who shall be entitled to enter upon the Said Land or any part thereof and undertake the development and construction work on the Said Land. The Developer may undertake the same either by itself or through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

3.2. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on the Said Land and for the purpose approach any Governmental Authority or any other body or in respect of any acts, deeds, matters and things which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf. The Developer shall also be entitled to appoint the Project Team of its choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building such as cement, steel etc. to the relevant authorities and all other authorities in connection with layout plan, zoning plan, service plan, building plan submitted and/or to be submitted and for the other establishments to be developed/constructed by the Developer and/or its nominees or assigns and sale thereof and the Land Owners shall render all possible assistance and do all acts and things as may be requested by the Developer in this regard to enable the Developer to undertake the development of the Project on the Said Land.

3.3. Notwithstanding anything contained to the contrary,

(a) The Developer shall be free and entitled to dispose of the Developer's share viz. the area/Plot/built-up units developed, other than the share of the Land

Owners, in such manner as it may deem fit without requiring any consent from the Land Owners and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises constructed on the Said Land.

(b) The Developer's possession of the Said Land and any member of the Project Team thereon shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Said Land or any part thereof by developing Project and / or constructing Buildings thereon pursuant to this Agreement.

Rejesh Devi

08 FEB 2017

ATTACHED
MUNICIPALITY

- (c) The Developer shall be free to change the nature of the development and construction without requiring the consent of the Land Owners, if the same is permissible under law.
- (d) The Developer shall alone be entitled to determine the name of the Project/the Buildings.
- (e) The Developer shall be entitled to enter upon the Said Land or part thereof as an irrevocable right/licensee for the purpose of exercise of the its Development Rights granted hereunder.
- (f) The Developer shall be entitled to remain in the Said Land or part thereof till the completion of the Project and the marketing of the premises.
- (g) The Developer shall be entitled to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and all its ministries and departments, Government of India and all its ministries and departments, defense establishments including the Air Force, Airport Authority, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such licenses, permissions, sanctions, orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Said Land or any part thereof and the marketing of the premises to be constructed thereon;
- (h) The Developer shall be entitled to take appropriate actions, steps and make and seek licenses, compliances, permissions, sanctions, approvals, and exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required if any, entirely at the discretion of the Developer for development of Project and construction of the Building/s upon the Said Land or any part thereof.
- (i) The Developer shall be entitled to carry out all the infrastructural work, including leveling, Land escaping, Roads, service lanes, parking lot, schools, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed Township and the building/s to be constructed on the Said Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.
- (j) The Developer shall be entitled to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and solely be liable to pay the wages, remuneration and salary of such labor, personnel- skilled or un-skilled, workmen and to comply with all laws and regulations from time to time in force in that behalf.
- (k) The Developer shall be entitled to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities and/or public /private utilities, banks/financial institutions relating to the development of the Said Land or any part thereof.



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 [Signature]
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1-8 FEB 2017

- (l) The Developer shall be entitled to bear and pay all outgoing and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for Plots, Built-up area, land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the Said Land only from the Effective Date.
- (m) The Developer shall obtain full/part Completion/occupation certificate in respect of Developer's share and the Project from time to time and upon completion of the Project and the marketing of all the Developer's share.
- (n) The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing rights over the Developer's share by way of sale/lease/license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as it deem fits and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of such Plots/ premises falling in Developer's share out of the said Land or any part thereof.
- (o) The Developer shall be entitled to assign the benefit, rights and obligations as contained herein (in whole or in part).
- (p) The Developer shall be entitled to execute a deed of Plot/Built-up, units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be required in respect of the Developer's share in favour of any society / transferees and shall solely be liable to such transferees/third party without any reference to the Land Owners.
- (q) The Developer shall be entitled to create mortgages / charges / encumbrances etc. of any nature whatsoever on the Said Land or any part thereof/ premises to be constructed on the Said Land / the development rights granted hereunder, without making the Land Owners liable for repayment. All liabilities in this regard shall be discharged by the Developer alone.
- (r) The Developer shall be entitled to execute all necessary, legal and statutory writings and documentations for the exercise of the development rights; carrying out the development of the Said Land or any part thereof and the marketing of the Developer's share out of the said Land or part thereof, as envisaged herein.

4. CONSIDERATION

The consideration of the Land Owners granting the entire uninterrupted Development rights over the Said Land to the Developer, the parties have agreed as under:

- a. In consideration of the Land Owners granting development rights over the Said Land to the Developer, the Land Owners shall be entitled to receive "fully developed residential land/ plots" admeasuring 1400 sq. yard and 75 sq yds in commercial space against one acre of Land of the said Land (hereinafter referred to as the "Owner's Share").

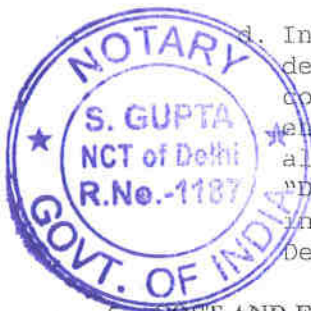
8 FEB 2017

Rajesh Dwi

b. Mr. Satpal will be paid Rs. 50 lacs and Ms. Rajesh Devi will be paid 10 lacs from the developer side for their share and preferential location plots will be allotted as per mutual understanding or according to the proportionate ratio with the builder.

c. Payment Schedule as follows -

S.NO	Cheque No.	Cheque Date	Amount	Bank Name	Favour OF
1	522871	31-12-2012	10,00,000	HDFC, Bhadurgarh	Rajesh Devi
2	523001	10-02-2013	20,00,000	HDFC, Bhadurgarh	Satpal
3	522873	10-04-2013	30,00,000	HDFC, Bhadurgarh	Satpal



d. In consideration of the Developer undertaking the development of the said Land and making entire expenses, costs etc. as agreed herein, the Developer shall be entitled to retain balance Land/ Developed land after allocating Owner's share (hereinafter referred to as the "Developer's Share"). Any other land component, including institutional, commercial FAR etc., shall be of the Developer and be construed as the Developer's share.

5. COST AND EXPENSES

- 5.1. The Parties agree that the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), Engineers, Contractors, preparation of Plans as also all other statutory fees and charges incidentals including the payment of license fees, scrutiny fees, license fees, conversion charges, internal development charges, infrastructure development charges, external development charges and all amounts payable towards any of the foregoing including any enhancement thereof and also the payment towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and to the Government and/or any other Authority for the provision of peripheral or external services/ amenities to the said Project shall be wholly to the account of the Developer.
- 5.2. That the Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owners.
- 5.3. The Approvals required for the Project shall be obtained by the Developer at its cost and expenses and the Land Owners shall extend all assistance and do all acts and things and execute all documents as may be required by the Developer for obtaining such Approvals.

Rajesh Devi

1-8 FEB 2011

6. PLANS AND LICENSES

- 6.1. The Developer shall, based on the plans as approved and secured from DGTCP/ concerned Governmental Authorities, develop the Said Land/ Project. The responsibility for preparing and obtaining the necessary Licenses, Approvals, Sanctioned Plan and Service Plan etc. shall be that of the Developer and the Developer shall wholly bear all the costs and expenses in this respect. The Land Owners shall execute all necessary applications/ forms/ documents for obtaining the Licenses, Approvals required to develop the Said Land.

7. POWERS OF ATTORNEY

- 7.1. Land Owners shall also execute the POA to enable the Developer to secure plans, licenses and/or other approvals or permission(s) for the development of the Said Land or part thereof and to enable the Developer to develop the same and exercise the Development Rights. In addition, the Land Owners shall sign and execute such other documents, papers and other agreement(s), application(s), powers of attorney that may be required by the Developer for undertaking the Project. However, the expenses on execution of such documents and the cost of the development/construction of the Project shall be met and borne by the Developer. The Parties shall co-operate with each other in the completion and mutual success of the development of the Said Land.
- 7.2. The POA shall be registered, if required, with the appropriate authorities and the stamp duty and registration fees and all connected expenses for registration shall be borne by the Developer and or their nominee(s) as the case may be.

8. TAXES

- 8.1. All taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued upto the Completion Date shall be paid and discharged by the Land Owners. Thereafter, all such charges, taxes over the Developer's share shall be borne by the Developer and the Land Owners shall bear all such taxes, charges etc. including service tax over the Owner's share. However, notwithstanding anything contained to the contrary under this agreement, any tax liability on the Owner's share under this agreement shall be paid and discharged by the Land owners alone and the Developer shall not be responsible towards the same.
- 8.2. The Developer and the Land Owners shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.
- 8.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne by Developer.

9. AGREEMENTS WITH LESSEES AND PURCHASERS

- 9.1. The Parties agree that the Developer shall enter into agreements on behalf of itself as well as the constituted attorney for Land Owners for the sale /lease of the Developer's share constructed on the Said Land. The specific terms and conditions in the respective sale, transfer or lease deeds as the case may be, including without limitation the consideration payable by the third parties shall be decided by the Developer and the Land Owners shall not raise any objection in this regard.



Rajesh Desai

08 FEB 2017

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- 9.2. Without prejudice to the POA, Land Owners shall provide such appropriate assistance and assurances as may be required by the Developer in connection with the proper execution of such sale or lease deed as contemplated under Article 9.1 above. The Land Owners further agree to join hands with the Developer, in execution of the Sale Deeds/ Conveyance Deeds which may be executed by the Developer in favour of the Buyers/ Third Parties for conveying the rights, title in Developer's share as the case may be.

10. TERMINATION

- 10.1. Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party in case of this developer fails to complete the project in three years after the execution date(8/03/2013 to 8/03/2016). Then the other party shall have right to get cancel of this agreement.

- 10.2. The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that

Land Owners shall be entitled to terminate this Agreement for any reason whatsoever before expiry of the three years as the developer also can't hold the valuable land of the land owner after the reasonable time.

REPRESENTATIONS, WARRANTIES AND COVENANTS



- 11.1. The Land Owners hereby represents, warrants and declares to the Developer (as on the Effective Date) that:

- (a) The Land Owners is in actual, absolute, lawful, physical, peaceful and vacant possession of each and every part of the Said Land.
- (b) The title of the Land Owners to the Said Land or any part thereof is clear and marketable and free from all Encumbrances whatsoever and is also free from all reasonable doubts;
- (c) The description of Said Land provided in Schedule II is true, complete and accurate and not misleading in any respect.
- (d) There is no lis-pendens, litigation & proceedings other than stated herein, attachment, claims, demand, acquisition, reservation, prohibitory order, set-back, notice of any nature whatsoever in or upon the Said Land or any part thereof within the knowledge of the Land Owners;
- (e) No recovery proceedings under any law, act or statue are pending against and/or with respect to the Said Land the Land Owners.
- (f) The Said Land is not a subject matter of proceedings commonly called as arrears of land revenue or like proceedings.
- (g) Developer shall complete the project on the said land on or before the expiry of three years.
- (h) The grant of Development Rights over the Said Land to the Developer in terms of this agreement is not in violation of any applicable laws /Approvals.

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- (i) No person either as a co-owner, partner, tenant, or otherwise howsoever has any right, title, interest, claim or demand of any nature whatever in to or upon Said Land including by way of sale, agreement for sale, Memorandum of Understanding, power of attorney, charge (secured or unsecured), lien, mortgage, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever;
 - (j) Other than this Agreement and the POA and the documents disclosed and discussed in this Agreement there are no arrangement(s) for the development or sale or transfer of any portion of the Said Land with any Person nor are there any subsisting powers of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with any part of the Said Land in any manner whatsoever.
 - (k) There are no outstanding said Land taxes, duties, cesses, levies including agricultural assessments or any other amount payable which are due and payable to any authority in respect of the Said Land and in the event any such amounts are found to be outstanding in respect of the period up to the date hereof, then the Land Owners hereby undertake to make the payment of the same;
 - (l) The Land Owners has not done any act of commission or omission whereby its right, title and interest in the Said Land or any part thereof is in any manner prejudicially affected;
 - (m) The Land Owners does not have nor shall acquire further land in the Sector, vicinity of the Project either in his own name or in the names of his relatives or in the name of anyone to whom funds have been provided by the Land Owners or in the name of a company in which the Land Owners may have been or is Director or owns any share in it;
 - (n) That Land Owners further undertakes to cooperate with the Developer and its associates in acquiring left-out portions within the Project Land or any portion adjoining the Project Land for expansion of the Project. The condition agreed in Clause 10.1 (m) & (n) has been specifically agreed by the Land Owners in view of the better/higher consideration of the Owner's share of the Developed plot/land agreed to be given to the Land Owners. The Land Owners specifically agrees, states, undertakes, represents, warrants that the consideration (Owner's share) agreed herein shall not be disclosed to any third party.
- 10.2 Each warranty shall be separate and independent and (except as expressly otherwise provided) no warranty shall be limited by reference to any other warranty.

12. NAME OF THE PROJECT, PUBLICITY AND SIGNAGE

- 12.1. The Developer shall be entitled to name the Project and modify the same at its sole discretion.
- 12.2. The Developer shall be entitled to erect sign board(s) in the Said Land advertising for sale and disposal of the plot/ built areas in the Said Project and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.
- 12.3. It is a specific term and condition of this Agreement that:
 - (a) The name and/or identification numbers given to the Plots, Buildings or portions thereof shall be displayed in a manner as may be decided by the Developer at its sole discretion;

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- (b) No signboard, hoarding or any other logo or sign shall be put up by the Land Owners to the Buildings on the exterior of the Buildings or on the outer walls of the Buildings;
- (c) The Land Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Project/ Buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the units of the Project.

13. OBLIGATION OF THE PARTIES

13.1. Obligations of the Land Owners

- (a) The Land Owners shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Said Land by the development of the Plots/construction of Buildings as envisaged in this Agreement including but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- (b) The Land Owners recognizes and acknowledges that the Developer is making substantial investments in the Project on its representation. The Land Owners shall duly comply with their obligations hereunder so that the Parties procure adequate value for the Project.



- (d) The Land Owners shall give all documents and certificates that may be required to be given to the Developer, if any, in respect of the Project, in a timely manner. If no communication is made by the Land Owners within two weeks from the date the request is made from the Developer, such approval shall be deemed to have been given/dispensed with and Land Owners shall have no right to refuse the same and shall have no comments suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Land Owners was given.
- (e) The Land Owners shall upon execution of the POA, not do any act or deed that may have the effect of canceling or revoking the POA, or in any manner prejudicing or affecting the power/ authority vested in the Developer.
- (f) Without prejudice to the authority vested in the Developer under the POA, the Land Owners shall, if required, execute such documents and do such further acts as may be necessary for effectively conveying the Developer's share out of the Said Land so as to render the Developer to transfer the Developer's share and to enable the Developer to raise loans and obtain other facilities by offering the land as security or to enable the Developer to enjoy the benefits and rights vested in the Developer herein. However, the cost incurred of such transfer shall entirely be borne by the Developer.

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- (g) As and when desired by the developer the Land Owners shall get the partitioning of the khewat/land from the joint ownership/co-sharers or otherwise as per the site plan suggested by the developer.

All the taxes, duties, notary charges and other levies of whatsoever nature including the said Land taxes in relation to the Said Land, up to the Completion Date shall be borne by the Land Owners and thereafter over the Owner's share and the Developer shall not be responsible for the same.

- (h) The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.

- (i) The Land Owners shall extend all support and co-operation, so that the Project is developed and implemented in compliance with the Applicable Law.
- (j) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The Land Owners, lessees or transferees of the Owner's share shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) with regard to the Owner's share may have suitable provisions for the same. A separate maintenance agreement shall be executed with the Maintenance agency.
- (k) The Land Owners shall obtain necessary required building plan approval before start of construction of any building over the Owner's share on its own cost and expenses and complete the same within the specified time.

13.2. Obligations of the Developer

- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time. The Developer shall also be entitled to prepare plans for the development of the Said Land as they deem fit.
- (h) The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the project to the extent permissible under the applicable Law in any manner it may deem fit and proper.
- (e) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team.
- (f) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) with regard to the Developer's share may have suitable provisions for the same.

14. INDEMNITY

- 14.1. The Land Owners shall jointly as well as severally keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) which may be suffered or incurred directly, or indirectly on account of any defect or for want of title on the part of the Land Owners to the Said Land and/or any failure on the part of the Land Owners to discharge their liabilities and/or obligations under this Agreement or on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement.

[Signature]

Rejesh Dwar

- 8 FEB 2017

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15. NOTICES

- 15.1. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 15.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

16. CONFIDENTIALITY

- 16.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:



- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

17. GOVERNING LAW AND JURISDICTION

- 17.1. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Bahadur Garh, Jhajjar, Haryana shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this agreement.

18. DISPUTE RESOLUTION

- 18.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in Bahadur Garh, Jhajjar, Haryana in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to sole arbitrator to be appointed by the Parties mutually. The language of the arbitration shall be English.

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- 18.2. The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

19. MISCELLANEOUS

- 19.1. **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 19.2. **Time:** Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 19.3. **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 19.4. **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and all the Party jointly may execute this Agreement by signing any one or more of such originals or counterparts.
- 19.5. **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 19.6. **Assignment:** No rights or liabilities under this Agreement shall be assigned by Land Owners. Notwithstanding anything contained to the contrary, the Developer shall have the right to assign all and/or any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Article, it is clarified that such an assignment shall not require any consent from the Land Owners and/ or the Land Owners shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.
- 19.7. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 19.8. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

Rajesh Dev

8 FEB 2017

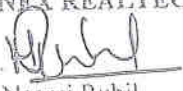


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- 19.9. Costs: The Developer shall bear the costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
- 19.10. Supercession: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supercedes any previous understanding or agreement prior to execution of this agreement.
- 19.11. Specific Performance: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

Signed and delivered for and on behalf of Developer	Signed and delivered for and on behalf of Owner
M/S GNEX REALTECH (P) LTD.  Name: Neeraj Ruhil Title: Director	 Name: Satpal Address: Vill. Nuna Majra, The: Bahadurgarh  Name: Rajesh Devi Address: Vill. Nuna Majra, The: Bahadurgarh

Witnesses:

1.  
2.  



7 OF FEB 2017

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Reg. No.

Reg. Year

Book No.

10,558

2012-2013

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता	वज्रिये निरज रुहिल		
दावेदार	सतपाल		
दावेदार	राजेश देवी		
गवाह	औमप्रकाश नम्बरदार		
गवाह	सुरेन्द्र		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10,558 आज दिनांक 08/03/2013 को बही न: 1 जिल्द न: 282 के पृष्ठ न: 64 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 590 के पृष्ठ सख्या 77 से 78 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।

दिनांक 08/03/2013

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उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

SCHEDULE - I

DESCRIPTION OF THE SAID LAND

Satpal S/o Mahtab Singh

S.No.	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Total Area	Share	Area / (Acres)	Village	Zamabandhi in Years	Ind
1	102/89	106	19 21 22	21 12,10/2 5,6/1	0-12 6-1,0-9,4-0 7-9,3-2	21 K 5 M	192/425	9 K 12 M / (1.2 Acres)	Nuna Majra	2004 / 05	
2	41/38	53	18 19 19 25	3,4/1, 6/2,7,8,9 7-10,4-12,8-5	7-11,3-4,3-4, 7-10,4-12,8-5	34 K 6M	24/84	9 K 16 M / (1.225 Acres)	kherka Musalman	2009 /10	
3	39/36	51	18 19	11 15	7-0 7-11	14 K 11 M	24/28	12 K 9 M / (1.55625 Acres)	kherka Musalman	2009 /10	
4	5/2	5	19 25	18/2,19 7,8/1,14	3-16,8-0 3-10,3-18,0-5	19 K 9 M	23/252	1 K 15 M / (0.21875 Acres)	kherka Musalman	2009 /10	
Total Land in Acres								4.2			

Rajesh Devi W/o Satpal

4	5/2	5	19 25	18/2,19 7,8/1,14	3-16,8-0 3-10,3-18,0-5	19 K 9 M	761 / 2016	7 K 7 M / (0.9177 Acres)	kherka Musalman	2009 /10	
Total Land in Acres								0.9177			

Grand Total of the Family Land in Acres

5.1177

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