

COLLABORATION AGREEMENT

BETWEEN

**Sh. Omparkash, Sh. Roop Singh, Sh. Ajit Singh,
Sh. Satis/Satbir, Sh. Jagdish, Sh. Jugbir,
Sh. Karambir S/o Sh. Raghubir Singh**

AND

**M/s. CSN Estates Private Limited
(Through Mr. Sidharath Chauhan)**

INDEX OF CONTENTS

- 1) PROJECT LAND/PROJECT
- 2) LAYOUT/BUILDING PLANS
- 3) APPROVALS
- 4) CONSTRUCTION/COMPLETION
- 5) COMPLETION CERTIFICATE
- 6) WORK'S FORCE
- 7) COSTS
- 8) ASSURANCES
- 9) REPRESENTATION, WARRANTIES & INDEMNIFICATION
- 10) BANK GUARANTEES
- 11) DEVELOPMENT CHARGES (EDC/IDC)
- 12) SECURITY DEPOSIT/REFUND
- 13) CONSIDERATIONS
- 14) SHARING OF AREAS
- 15) MARKETING
- 16) MAINTENANCE OF THE COMPLEX
- 17) TAXES
- 18) POWER OF ATTORNEY
- 19) INSURANCE/CALAMITIES
- 20) POSSESSION/ TITLE DEEDS
- 21) RAISING OF LOANS/FINANCE FOR CONSTRUCTION
- 22) EXECUTION OF SALE DEEDS
- 23) GENERAL
- 24) ARBITRATION
- 25) JURISDICTION

1356



हरियाणा HARYANA

959651

This **COLLABORATION AGREEMENT** is made and executed at Gurgaon on the 16th day of July, 2010

BY AND BETWEEN

Sh. Sh. Omparkash, Sh. Roop Singh, Sh. Ajit Singh, Sh. Satis alias Satbir, Sh. Jagdish, Sh. Jugbir, Sh. Karambir S/o Sh. Raghbir Singh, R/o Village Bajghera, P.O. Palam Vihar, Gurgaon, Haryana, (hereinafter called the Executant/owner which expression shall include the successors in interest, administrators, and nominees and permitted assigns)

AND

M/s. CSN Estates Private Limited. a company incorporated under the Companies Act 1956 and having its corporate office at Plot No. 128, Sector – 44, Gurgaon 122002, acting through its Director, **Mr. Sidharath Chauhan** duly authorized by the Board of directors vide resolution dated 25th June, 2010 (hereinafter referred to as Developer, which expression shall unless repugnant to the context thereof mean and include its legal representatives, assigns and administrators)

WHEREAS the **Owner** represented that he is the owner of the piece of land admeasuring about 38 kanal 7 marlas, Falling in Khewat 12 Khata No. 14, Mustil No. 16 Kila No. 19/3 (1 - 17) 22/3/2 (1 - 5) Mustil No. 19 Killa 1/2 (2 - 13), 2/2 (4 - 7), 9/1 (4 - 18), 10/2 (0 - 14), 10/3 (5 - 10), 11/2 (0 - 9), Mustil No. 20 Kila No. 4/2 (1 - 19), 5/2 (2 - 13) 6(7 - 7), 7(4 - 4), 29 (0 - 11) situated in village Bajghera, Tehsil & District Gurgaon (herein after referred to as "Above mentioned land")

Omparkash
1200 Singh
Ary

सतबीर कमलीर
Jagdish 3
J Singh

Token No. 1469
Hall No. 43
Date 20/4/11

CSN Estates Pvt Ltd

CSN

61178

Sr. No. _____
Amount. _____
Purpose/Use. _____

12 JUL 2010

ANIL KUMAR Mander
Panchayat Bhawan
Gurgaon (Harvana)

प्रलेख नः 1356

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर बजघेडा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 500.00 रुपये
स्टाम्प की राशि 500.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: Mahesh K. Chauhan Adv.

यह प्रलेख आज दिनांक 20/04/2011 दिन बुधवार समय 10:55:00AM बजे श्री/श्रीमती/कुमारी Om Parkash पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Raghubir Singh निवासी Vill. Bajghera Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

जिवेन्द्र सिंह
संयुक्त सब रजिस्ट्रार
गुडगांव

उप/संयुक्त पंजीयन अधिकारी

हस्ताक्षर प्रस्तुतकर्ता

श्री Ajit Singh, Om Parkash, Satis @ Satbir, Jagdish, Jugbir, Karanbir, Roop Singh

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Sidharath Chauhan दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुधक 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 Inder R. Pal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ramji Lal निवासी Chauma
श्री/श्रीमती/कुमारी Ramesh Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Brahmanand निवासी 538/169 Kataria State Hira Nagar
साक्षी नः 1 केकेहिम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 20/04/2011

उप/संयुक्त पंजीयन अधिकारी
गुडगांव जिवेन्द्र सिंह
संयुक्त सब रजिस्ट्रार
गुडगांव

AND WHEREAS the Owner is desirous to develop the said land into a Residential Multistoried Group housing/Commercial/ IT project as permitted and approved by the concerned authorities as they are not fully equipped with technical know how, infrastructure and financial resources for the same.

AND WHEREAS the Developer based on their professional expertise and experience, have agreed to undertake development of the project as may be approved with regard to the development of the above said project including responsibility for planning, designing, obtaining approvals, carrying out development and construction arranging finances, etc required for the same .

The Parties have agreed to reduce the agreed terms into writing.

NOW THEREFORE THIS COLLABORATION AGREEMENT WITNESSETHS AS UNDER:

1. PROJECT LAND / PROJECT

1.1 The Project land shall mean and comprise of land measuring about 38 kanal 7 marlas, Falling in Khewat 12 Khata No. 14, Mustil No. 16 Kila No.19/3 (1 - 17) 22/3/2 (1 - 5) Mustil No.19 Killa 1/2 (2- 13), 2/2 (4 - 7) , 9/1(4 - 18) ,10/2 (0 - 14) , 10/3 (5-10) , 11/2 (0 - 9), Mustil No. 20 Kila No. 4/2 (1 - 19), 5/2 (2 - 13) 6(7 - 7), 7 (4 - 4) , 29 (0 - 11) situated in village Bajghera , Tehsil & District Gurgaon,Haryana in R-Zone residentially known as Sector-113, Gurgaon.

1.2 In Pursuance of obligations assumed by the Developer and subject to the terms and conditions of this agreement, the owner agrees to make available the project land after the LOI to the of Developer for the purpose of development and construction of a residential project/ Commercial/ IT on the project land, (hereinafter referred to as the project) in terms of this agreement.

2. LAYOUT / BUILDING PLANS

2.1 The Developer shall design/plan the project within the permissible areas as per the prescribed norms, rules and regulations with all the requisite facilities /amenities required for the execution of the planned project.

2.2 The Developer shall immediately on receipt of LOI/ License, proceed to get the building plans of the project prepared through reputed architects for submission to the concerned authorities for its approval and sanction.

2.3 The Developer shall be entitled as may be considered appropriate by him with the prior intimation to the owner to make any modification, change or amendment in the building plans within the permissible framework or rules and bye laws.

[Handwritten signatures and names]
Anparkash
Raj Singh
H.S.
H.S.
H.S.
H.S.
H.S.

Reg. No. 1356 Reg. Year 2011-2012 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Ajit Singh Ajit Singh Satis @
Satbir Satbir Jagdish Jagdish Jugbir Jugbir Karambir Karambir
Roop Singh Roop Singh Om Parkash Om Parkash
दावेदार
Thru- Sidharath Chauhan Sidharath Chauhan
गवाह 1:- Inder R. Pal Inder R. Pal गवाह 2:- Ramesh Kumar Ramesh Kumar

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,356 आज दिनांक 20/04/2011 को बही न: 1 जिल्द न: 12,951 के पृष्ठ न: 138 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,229 के पृष्ठ सख्या 90 से 91 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 20/04/2011



उप/संयुक्त पंजीयन अधिकारी
गुडगांव जिवेन्द्र सिंह
संयुक्त सब रजिस्ट्रार
गुडगांव

3. APPROVALS

- 3.1 The Developer agrees to obtain all kinds of requisite permissions, sanctions and approvals including renewals wherever necessary, as may be required from all the concerned authorities for the conversion and construction of the said project within period as prescribed in the notification / gazette of the said land.
- 3.2 The Developer shall secure all the necessary permissions, approvals for installation of electricity, water supply and sewerage connections for effective implementation of the proposed scheme within the stipulated period.
- 3.3 The Owner shall be under an obligation to cooperate and assist in the submission of necessary applications/ building plans for approval and agrees to sign and execute applications, documents for that purpose along with the execution of Special Power of Attorney in favour of the Developer at the time of signing this agreement.

4. CONSTRUCTION / COMPLETION

- 4.1 The Developer shall ensure that the project buildings are duly constructed and completed in accordance with the approved building plans within the stipulated time.
- 4.2 The Developer shall commence development/construction immediately on receipt of necessary License(s) including approval of building plans and complete the construction of the building and development work on the land in phases spread over a period of 60 months from the signing of this collaboration agreement and necessary permissions subject to force majeure, restraints/restrictions from authorities/courts and circumstances beyond the control of the Developer and reasons attributable to the Owner, the Developer shall complete the whole project/building within a period of 60 months from the date of signing the collaboration agreement. In case, Developer does not complete the construction of the whole project/building in all respects within stipulated period, then the developer has to pay Rs. 5/- per Sq. Ft. per month to the owner and the said period of 60 months would be extended by six months and thereafter the penalty will be Rs. 10/- per Sq. Ft. per month. Upto the date of physical possession of land owner shares.
- 4.3 The Owner and/or their authorized representatives shall be at liberty and entitled to visit the site to look at the progress of construction provided that the owner or anybody else claiming through or under him shall not cause any type of hindrance or interference in construction activities or in the day to day affairs of the Developer.
- 4.4 For the purpose of this agreement, the buildings shall be deemed to be completed when Developer declares the completion of the construction and obtain completion/occupancy certificate from the competent authority.

5 *comparkadh*
Red Sign
At 17th
21st April

Eng. J. S. K.
J. S. K.
21st April

- 4.5 The materials /specification to be used for construction of the buildings shall be of finest quality, to be decided at the sole discretion of the Developer. The materials, specifications used shall be informed to the owner for the construction of all the building/areas including the share of the owner.

5. COMPLETION CERTIFICATE

- 5.1 Developer on completion of the building shall duly apply for obtaining the completion certificate of the project buildings at their own cost. Efforts shall be made to obtain completion / occupancy certificate in parts / phases. The developer shall not deliver the actual physical possession of the flat/units to its vendees/ allottees unless the said certificate of the complete project including the share of the owner is issued by the competent authority.
- 5.2 Developer shall be solely responsible and liable for any deviations made from the approved plans and shall bear and pay all kinds of charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations thereof.

6. WORK'S FORCE

- 6.1 Developer shall ensure to employ an adequate number of qualified engineers, architects, consultants, skilled and unskilled workers, to ensure timely completion of the construction of buildings under the terms of this agreement.
- 6.2 It will be an obligation of Developer to abide by all the statutory provisions regarding the employment of such workers and payment of their outstanding dues in time as and when it incurs.
- 6.3 In case any claim is made by any worker or employee or by any third person against the owner regarding the construction of the buildings, then the Developer shall keep the owner indemnified from such claims / liabilities.
- 6.4 If during construction, any injury is caused to any person(s) or property then the Developer shall be solely responsible for bearing the consequences and damages for any civil & criminal liabilities thereby arising, if any. In case the owner is made/held liable for any such expenses, then the Developer shall re-imburse the same to the owner.
- 6.5 The developer shall keep the owner informed in the matter of receiving the said permission, sanction and approval and progress in construction from time to time.

7. COSTS

6 *comparkash*
Red Singh
Asim
Flora

English
J.S.H.
4/11/12

- 7.1 All costs and expenses including the fees of the Architects, Engineers, consultants and staff / workforce of the Developer for the preparation of layout / building plans and obtaining of approvals including payment of submission fees, security fees, conversion and license fees, external development charges, furnishing of bank guarantees shall be borne and paid by Developer.
- 7.2 All costs and expenses relating to internal development of the project land and construction of the proposed project buildings including cost of materials, inputs, labour, supervision, installation of electric substations, transformers, generators, lifts, fire fighting equipments or any other facilities/amenities as approved shall be borne and paid by the Developer.
- 7.3 All costs on/after obtaining completion certificate of the project buildings including any penalties or Compounding charges incurred thereby shall be met by the Developer and any further charges for regularization of compoundable areas constructed beyond the sanctioned areas shall also be borne exclusively by the Developer.

8. ASSURANCES

- 8.1 The owner has assured the developer that the owner did not enter into any type of transaction in respect of any part of the project land with any third party and that as on date the project land is free from any kind of encumbrances, charges, liens etc thereon.
- 8.2 In case any type of obligations/liabilities towards the third parties have been undertaken by the Owner with reference to the project land, the same shall be met and discharged by the owner and the Developer shall be kept indemnified against any such objections/liabilities before and during the above said agreement.
- 8.3 The owner has confirmed and declared before the Developer that the owner's right, title and interest in the project land is absolute, subsisting and marketable and agrees to bear any defects/faults in his title to the project land rectified at his own cost and to keep the Developer indemnified against all/any kind of business or personal losses, damages as may be caused to the Developer thereof.

9. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 9.1 Developer hereby represents and warrants that he shall observe and comply with all the rules, regulations, terms and conditions of license, building plans and other statutory provisions including statutory payments like EDC / IDC.
- 9.2 All claims whatsoever made by any party concerned with construction by the Developer including suppliers of material, equipments to be used in the construction

Om Parkash
7 Red Sign
Ajit Singh
महेश्वर

Tapliak
J.S.H.
महेश्वर

and completion of the scheme/buildings under this agreement shall be borne and paid by the Developer.

- 9.3 The owner agrees to indemnify and hold the Developer from and against any claims, losses, damages or any such expenditure as may be caused or incurred by the Developer on account of any defects in ownership title to the project land or the existence of any encumbrances thereon.
- 9.4 The Developer shall indemnify and hold harmless the owner against any claims including any third party claims, any losses, damages and consequences arising out of any violations of statutory provisions, payments and conditions of license.

10. BANK GUARANTEES

- 10.1 Any bank guarantees required for the payment of any external development charges, carrying out an 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 in this regard shall be met by the Developer. In case any collateral security is required to be furnished to the bank for issuing the bank guarantee, the same shall also be provided by the developer by way of deposit of title deeds of the project land. The title deeds of the project land shall not be deposited as Collateral security unless the LOI is obtained by the DTCP in accordance of rules and law and the deposition of the title deed shall not exceed the extent of 70% of the total project i.e. to the extent of developer share. The owner agrees to sign all necessary documents for deposit of title deeds to the extent of 70% (Developer's shares) with the lending bank / financial institutions or issue a Power of Attorney for this purpose in favour of the Developer. There shall be no liability on the owner for repayment of loans or any interest thereon and the Developer shall keep the owner indemnified against any claims on account of loans and interest.

11. DEVELOPMENT CHARGES (EDC/IDC)

- 11.1 The entire amount of external/internal development charges, by way of principal amount or by way of interest thereupon or any other type of charge/s connected with the external/internal development works to be carried out by the government authorities, shall be paid and discharged by the Developer only, even though the same are required to be paid/deposited in the name of the owner, with reference to the license.

12. SECURITY DEPOSIT / REFUND

- 12.1 The owner hereby acknowledges the receipt of **Rs. 10/- Lacs per Acre (Rupees Ten Lacs)** i.e. **Rs.47, 37,500/- (Rupees Forty Seven Lacs Thirty Seven Thousand Five Hundred Only)** deposited by the Developer on the effective date of this agreement. Sum of **Rs.2, 00,000/- lacs (Rupees Two Lacs Only)** is paid by cash and balance amount of **Rs. 45, 37,500/- (Rupees Forty Five Lacs Thirty Seven**

8
R. P. Singh
H. J. Singh
H. J. Singh

J. Singh
J. Singh
K. M. Singh

Thousand Five Hundred Only) is paid by Cheques (vide the details whereof set out in Schedule 1) and agrees that the same is non refundable, non adjustable interest free security deposit for the project land.

- 12.2 Developer shall be entitled to get the refunds, if any, for any amounts deposited by him with various authorities in the name of the owner for seeking approvals, etc., if required with full cooperation of owner.

13. CONSIDERATIONS

- 13.1 The consideration on the part of the owner includes provision of the project land by him free of any charges and other obligations undertaken by him under this agreement for the development and construction of the said project.
- 13.2 The Consideration on the part of Developer in terms of this agreement includes obtaining all the approvals, carrying out development and construction of the project building at his own cost and all sums of money spent by him in connecting with the said project including scrutiny fees, license fees and conversion fees, payment of EDC furnishing of bank guarantees etc. with the authorities concerned. The consideration on the part of Developer also includes obtaining of completion certificate of the project buildings.

14. SHARING OF AREAS

- 14.1 Both the parties hereby agree that they will share the area of the F.A.R project in a ratio of 30:70 i.e. 30% (22869 Sq. Ft. per acre i.e. saleable/super area) by the Owner & 70% by the Developer. The percentage of 70% of the Developer shall include the whole/entire saleable/super built areas including the Economically Weaker Section (EWS), Commercial areas, School, Club.
- 14.2 Both the parties hereby agree that they will share the area of the car parking in a ratio of 30%:70% of the covered car parking i.e. 30% share of land owner and 70% of the developer, and 25%:75% of the open car parking spaces i.e. 25% of the land owner & 75% of the developer.
- 14.3 The parties agree that the built up saleable areas related to Developer share shall belong exclusively to the Developer & the owner shall not dispute the same at any judicial or non judicial forum at any point of time.
- 14.4 The areas of the parties shall be allocated equitably in the buildings in various phases and shall be demarcated on the building plans at the time off submission of the same for approvals to the authorities or as may be mutually decided/agreed in writing between the parties at the appropriate time.
- 14.5 That the saleable/super built area for the purpose of this Collaboration Agreement shall be the built-up covered area of the flats/units plus proportionate area under the

9 *omprkash*
Roop Singh
Ajit Singh
21/11/12

Tejpal Singh
J. Singh
21/11/12

corridors, passages, projections & architectural features, lift wells, lift rooms, staircase, mumte, common toilets, circulation areas, refuge areas, underground and overhead water tanks, electric sub-station, common, facilities etc. The percentage of super area shall be worked out by the Developer only.

- 14.6 The Developer and owner shall also be entitled within the rights herein conferred to all permissible future vertical and horizontal exploitation of the project whether by way of additional construction in the proportion of 70% and 30% respectively, subject to approvals of the concerned authorities.

15. MARKETING

- 15.1 That subject to the provisions of this agreement the parties shall be entitled to book/sell the respective areas allocated to their share after getting Licence only. The parties shall be free to market their shares of areas independently on their own. Parties agree not to undercut each other. However, the developer shall not deliver the physical possession of the units/flats of its share and until the construction of the share of the owner is completed in all respects and requisite fees regarding EDC/IDC, loan amount or interest is completely made and completion / occupancy certificate and NOC from the Bank is issued. The copies of all these documents/credentials shall be given by the developer to the owner before delivering the possession to its buyer.
- 15.2 In case the owner wants to get his share of areas marketed through the Developer, he shall be entitled to do so by paying 7% (Seven Percent) of the basic sale price of the area as reimbursement of costs towards brokerage, advertisements, publicity etc. to the Developer. In that eventuality the sale proceeds shall be shared proportionally by both the parties through an escrow account to be opened in joint names and appropriate instructions shall be issued to the credit proceeds in agreed ratios to the individual accounts of the parties on daily basis. In case the whole or any part of the area is given on lease then the parties shall pay brokerages, if any, directly to the agency concerned in proportion to their share of areas let out.
- 15.3 All necessary documents/ agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including the maintenance of the buildings.

15.4

16. MAINTENANCE OF THE COMPLEX

- 16.1 All the common areas and facilities of the scheme/buildings shall be maintained by the developer and/ or their nominees till taken over by any government body or by a body / association of the buyers under the Haryana Apartment ownership Act or otherwise. All the buyers of the areas allocated to both parties shall pay

10 *Om Parkash*
R C P Singh
Agency
सिंह

Toplink
J. Singh
कमली

be decided by the Developer and/or an association of the buyers, as the case may be. In case of owner will keep his share part of units than developer will not charge any security deposit. If they sale than the developer will charge the security charges from the buyer.

17. TAXES

17.1 All types of tax liabilities or any other type of financial obligations of the owner to be paid to the government authorities or departments to the extent of his share in the project with reference to the project land which might so far have been incurred by him shall be met, borne and discharged by the owner upto the date of signing the agreement. The owner undertakes to keep the developer fully and completely harmless and indemnified against any such liability or financial obligations. The owner and/or buyers of their shares of areas shall also be liable for all the taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the project from the date of making offer of possessions of areas by the Developer. Similar taxes, charges and liabilities relating to Developer's project shall be met by the Developer.

17.2 The parties shall be individually/separately liable for all taxes inducing property taxes, charges levies or any outflows In respect of their share of areas in the project from the date these are levied or made applicable and might be passé don to the buyers as may be decided between them.

17.3 Taxes relating to construction like works tax or any other applicable tax shall be the sole liability of the Developer and in case of owner's part of tax liability; the same shall be borne by owner only.

18. POWER OF ATTORNEY

18.1 The Owner agrees to execute special power of attorney in the favour of Developer at the time of signing this agreement for obtaining all requisite/mandatory approvals including LOI/ License and building plans, and in that connection to submit any application affidavits, undertakings and deposit any fees, charges etc.

18.2 The Owner agrees to also sign/execute all application, documents, affidavits, undertakings, indemnity bonds, agreement and an other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of this agreement.

18.3 The buyers may require raising loans for the purchase of the areas. The Developer shall be entitled to issue no objection certificate and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage I respect of areas falling in Developer share in favour of any banks/financial institutions without creating any by liability on the Owner. Likewise, the Owner shall also be entitled to issue such no

11 *Amprakash*
Rodson
AH Sy
सिंह

Tajinder
J.S.
सिंह

objections and to execute any documents for enabling buyers of their share of areas with any banks/financial institutions.

18.4 The Owner agrees to execute all such documents, deeds of transfer for proportionate undivided interest in land in favour of the developer and to execute the appropriate power of attorney for this purpose, in favour of the Developer after obtaining the LOI/ Licence in respect of areas allocated with respect to the share of Developer.

19. INSURANCE / CALAMITIES

19.1 During the period of construction till the date completion of the project, the Developer shall keep the buildings properly insured against fire, riots theft, robbery, etc including natural calamities, like floods, earthquakes, cyclones, etc and shall pay the premium for that purpose.

20. POSSESSION / TITLE DEEDS

20.1 The Owner shall deliver vacant project land after obtaining the LOI to the Developer at the time of starting of construction work after getting approval from the concerned authority; the owner can cultivate the land.

20.2 The Developer shall be entitled to run site office after getting LOI and may put up hoardings on the project land on the signing of this agreement.

21. RAISING OF LOANS/ FINANCE FOR CONSTRUCTION

21.1 The Developer can not raise any loan for development and construction of the project buildings from any Bank/ financial institutions. Therefore the developer may issue bank guarantees for EDC & obtaining License in favour of any concerned authorities in respect of the project getting necessary permissions from the competent authority i.e. Haryana Town and Country Planning etc. to the extent of their share. Developer alone shall liable and responsible for repayment with interest thereon, if any.

21.2 The owner hereby confirm and declare that he will extend all kind of support and cooperation to the Developer in taking and obtaining the loan or finance from the Bank and Financial Institution including to provide the title deeds and related documents.

22. EXECUTION OF SALE DEEDS

22.1 Without prejudice to the generality of the aforesaid it is agreed that after due completion of the project buildings, the Owner shall execute the registered sale deed or deeds in respect of proportionate undivided interest in the project land in favour of the buyers of developer's share of areas at the cost and expenses of the buyers. The Owner agree to execute an irrevocable special power of attorney or any other required document to this effect in favour of the Developer or their nominees for this purpose LOI/Licence at the time of signing of this agreement.

12
R.C. Sharma
Ajay
मानवीर

Indira
J.S.
कमली २

- 23.1 The name of the project shall be decided by the Developer.
- 23.2 This agreement contains all the terms and conditions that have been agreed to and between the parties. On the execution of this agreement, or other documents, offers and proposal(s) contained in other documents which are not expressly made a part of this agreement shall be deemed to be cancelled and are not to be referred to or relied upon in any way or to be used for the purpose of interpreting in the terms of this agreement and the rights of the parties hereunder.
- 23.3 The parties agree that in case the residential license is not granted for the said project by the authorities, then the further plan of construction on that area will be mutually decided by the parties.
- 23.4 If the density is exhausted then the developers shall be empowered to get the License for I.T. Park / Commercial colony etc.
- 23.5 No amendment or modification in this agreement shall become operative or binding on the parties unless they are agreed to it in writing by the authorized representative of each party and such writing shall be expressly stated and accepted as being an amendment to the above said agreement.
- 23.6 If any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonable in consistence with the purpose of this agreement and to the extent necessary confirming to the applicable law(s) and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
- 23.7 The Owner and 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 a agency between the Owner and the Developer nor shall the Owner and the Developer in any manners construe it as an association of persons unless and except to the extent specially 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.
- 23.8 Neither party shall be deemed to have waived any right under this agreement, unless such party shall have delivered to the other party a written waiver signed by that party or a duly authorized person no delay or omission in the exercise of any right or remedy shall be construed to the waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
- 23.9 All communications/notices between the parties shall be sent through registered A D Post at the addresses of the parties given above or against receipt by hand and the letters and notices sent to the parties
- 23.10 This agreement is subject to all Force Majeure.

13
Roshan
Ajil
शतबीर

English
J.S.
कमली

24. ARBITRATION

- 24.1 Disputes, if any that may arise between the parties with respect to this agreement, or interpretation of terms, or its performance or execution shall be settled by reference to arbitration under the provision of Arbitration and Conciliation Act 1996. The venue of the arbitration shall be Gurgaon.
- 24.2 Parties to the Agreement have fully understood the content of the Agreement. Each part of the Agreement has also been made to understand to all the parties in vernacular language also the parties have put their hands (signature and / or thumb impression) while fully understanding the contents of the agreement even in vernacular language

25. JURISDICTION

- 25.1 This agreement shall be subject to the jurisdiction of Gurgaon / Haryana Courts only.

Both the parties do hereby declare that this instrument shall be equally binding on our legal heirs, representatives, nominees, successors in interest and assigns.

IN WITNESS WHEREOF the parties hereto have signed this agreement with their own accord, free will, without any pressure from any corner and are in good state of mind, in the presence of following witnesses on the day, month and year first above written.

Drafted By :
Mahesh K. Chauhan
Advocate
Dist. Courts, Gurgaon

Sh. Omparkash

Omparkash

Mr. Sidharath Chauhan

For M/s. CSN Estates Private Limited

Sh. Roop Singh

Roop Singh

[Signature]
Developer

Sh. Ajit Singh

Ajit Singh

Sh. Satis alias Satbir

Satis alias Satbir

Sh. Jagdish

Jagdish

Sh. Jugbir

J.S. Singh

Sh. Karambir

कर्मवीर

Owner

Witnesses:

1. Inderpal

INDER. Pal
S/o Ramji Lal.
R/o Vill Chorna P.O. Palamkhas
Gurgaon.

1.

2. वैष्णव कुमार

वैष्णव कुमार डी/0 श्री ब्रह्मानन्द
मं. नं. 538/169 मयारिया स्टेट हीरा नगर
गुड़गाँवा

2.

Mahesh K. Chauhan
Advocate, Gurgaon