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**COLLABORATION AGREEMENT**

THIS COLLABORATION AGREEMENT (hereafter referred to as 'Agreement') is made and executed at Faridabad on this 19<sup>th</sup> of June, 2012.

**BETWEEN**

(1) Sh. Hari Chand S/o Late Shri Tulsia Ram R/o House No. 1016, Sector 15, Faridabad (2) Sh. Basant Kumar S/o Shri Hari Chand R/o House No. 1016 Sector 15, Faridabad (3) Sh. Mahesh Virmani, (4) Sh. Rakesh Virmani Both S/o Late Sh. Ram Chand Both R/o House No. 1001, Sector 7/C, Faridabad, (5) Sh. Hira Nand S/o Late Sh. Tulsia Ram R/o House No. 1003, Sector 7/C, Faridabad (hereinafter collectively referred to as the "OWNERS/ FIRST PARTY"), of the ONE PART.

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HRH CITY PROJECTS PVT. LTD.



*Mirza...*



*Signature*

1 Director

*Bh...*



*Moh...*

21406

19/6/12

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Hari Chand S/o Tulsan Ram R/o Soci 2 ETC  
Collaboration Agreement with M/s HRH City  
Projects Pvt. Ltd.

प्रलेख नः 3853

दिनांक 19/06/2012

डीड संबंधी विवरण	डीड का नाम AGREEMENT
गांव/शहर मन्ही	तहसील/सब-तहसील बल्लभगढ
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
रूपये	

Traded By: Sanjay Mendiratta Adv

यह प्रलेख आज दिनांक 19/06/2012 दिन मंगलवार समय 1:08:00PM बजे श्री/श्रीमती/कुमारी Hari Chand Etc. द्वारा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Tulsan Ram निवासी Fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर-प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी  
बल्लभगढ

श्री Hari Chand Etc.

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s HRH City Project Pvt. Ltd. Through Sahil दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों का दोषांतरण नहीं 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 R.K rawata dv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी fbd व श्री/श्रीमती/कुमारी tarun Mendiratta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी fbd PVT.ने की।

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

दिनांक 19/06/2012

Director

उप/संयुक्त पंजीयन अधिकारी  
बल्लभगढ

K. R. K. RAWAT  
Advocate  
Distt. & Session Court Faridabad

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AND

**M/s HRH City Projects Pvt. Ltd**, a Company duly incorporated under the Indian Companies Act, 1956, and having its registered office at 705, L-6, Ward No. 6, Mehrauli, New Delhi-30, acting through it's Director Shri Sahil Virmani duly authorized to sign and execute this Agreement vide resolution passed in the meeting of Board of Directors dated 09.09.2011 (hereinafter referred to as the '**DEVELOPER/SECOND PARTY**'), of the **OTHER PART**.

The terms "**OWNERS/FIRST PARTY**" and "**DEVELOPER/SECOND PARTY**" shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include their respective nominees, heirs, successors, subsidiaries companies and the permitted assigns

**WHEREAS:**

- A. The First Party is the joint owner and in possession of land admeasuring about 14 acres (112 Kanal ) Situated in the Revenue Estate of Village Gaunchi, Tehsil Ballabgarh District Faridabad, (Haryana), falling in Sector 56-A, Faridabad, the details whereof are fully described in the statement annexed and marked hereto as **ANNEXURE-A'**. (Hereinafter for the sake of brevity referred to as the '**SCHEDULE LAND**'). However, the actual area of land admeasuring 14 acres as mentioned in this Collaboration Agreement shall be subject to grant of license by the competent authority for the development of the Group Housing Complex and in that case the balance land shall automatically be out of this collaboration agreement.

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**HRH CITY PROJECTS PVT. LTD.**

Director


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- B. The First party represents and assures that they are the absolute owners in possession of the Schedule Land which is free from any charge, lien, litigation, prior agreements, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, joint venture or other encumbrance of any kind whatsoever.
- C. The First Party further represents, warrants and assures that they are fully authorized and entitled to deal with, transfer or dispose of the Schedule land in any manner they deem fit.
- D. With assurances and representations, as aforesaid, the First Party has approached the Second Party who are engaged in the business of Real Estate development, and construction to collaborate for development of the Schedule Land for Group Housing purposes at the cost and expense of the Second Party and to share the sale proceeds of the developed areas, amongst themselves as agreed herein in the Agreement.
- E. After detailed discussions, the Parties have reached a broad understanding which they now wish to record in writing as mentioned hereinafter in this Agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED, DECLARED, AND CONVENANTED BY AND BETWEEN THE PARTIES AS UNDER:-**

- 1) That the subject matter of this Collaboration Agreement between the Owners and the Developers is the Schedule land admeasuring 14 acres(112 Kanal ) approximately situated in Village Gaunchi Tehsil Ballabgarh District Faridabad (Haryana), falling in Sector 56-A, Faridabad, for the purposes of development and construction of, the Group Housing Complex thereon on Collaboration basis and sharing of sale proceeds of the developed areas between them in the ratio as provided herein in this Agreement. However, the actual area of land admeasuring 14 acres as mentioned in this Collaboration Agreement shall be subject to grant of licence by the competent authority for the development of the Group Housing Complex.

*Revised*  


*Mirza*  


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HRH CITY PROJECTS PVT. LTD.

*Fahim*

3 Director

*Bhuvan*  






*Mehar*

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- 2) That the First Party is the owner in possession of the Schedule land detailed in Annexure-A, annexed hereto. The First party further represents and assures that they are the absolute owners in possession of the Schedule Land which is free from any charge, lien, litigation, prior agreements, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, joint venture or other encumbrance of any kind whatsoever.
- 4) That the Second Party has agreed to develop the Schedule Land for Group Housing purposes. The developer shall apply for license / CLU as required under the applicable laws. It is further agreed between the parties that whatever permissions, approvals, sanctions or clearances are required for the development of the Schedule Land and construction of Group Housing Complex thereon as envisaged herein, those shall be obtained by the developer at its own risk, cost and expenses.
- 5) That it is agreed that the DEVELOPER shall submit application for grant of License/CLU within 3 months of signing of this Agreement to the Director, Town & Country Planning, and Haryana at Chandigarh.
- 6) That the First Party has handed over the ownership documents of the Schedule land to the Second Party such, as Sale Deeds, original Jamabandis, Sajra plan, Mutation, Khasra Girdwaris, etc. The First Party further undertakes to produce any further document or proof of ownership of the Schedule land as may be required by the Second Party, from time to time for purposes of obtaining license/CLU or any other approval or sanction to be obtained by the Developer from the regulatory authorities in State / Central Government.
- 7) That all applications for Licence/CLU/Sanctions/approvals, etc., as aforesaid, shall be made in the name of the Owners/First Party and those shall be followed up by the Second Party or its representatives with the concerned regulatory authorities in Faridabad or elsewhere in the state of Haryana. Similarly, the Building Plans for construction of Group Housing complex on the Schedule Land shall also be formulated and prepared by the Second Party in the name of the Owners and shall be filed by it with the Town & Country Planning Department, Haryana, for purposes of sanction, approval or clearance.

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*Ramesh*



*Bhawan*



*Mirza*

*SKM*



*Schubert*

4 Director



*Nicholas*


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- 8) That the First Party shall extend its full co-operation to the Second Party, for the purpose of filing the various applications and for obtaining the sanctions and approvals, etc. as may be, necessary or required for the development of the Schedule Land.
- 9) That the First Party simultaneously with the execution of this agreement has given an Irrecoverable General Power of Attorney and/or Special Power of Attorney to the Second Party authorizing it and its nominated representatives to submit and follow up all the application, forms, affidavits, undertakings, guarantees etc., whatever may be required for grant of sanction of license/CLU, Building Plans, Water, Sewerage and Electricity connections or any other facility or amenity for and in connection with the construction of the Group Housing complex on the Schedule Land as well as to book units for sale, receive payments, execute agreements, issue permission to create mortgage, tripartite agreement of individual allottees and all other connected documents pertaining to the sale of units. It is also agreed that the First Party shall also sign and execute all such papers, documents, letters, affidavits and undertakings, as may be required for purposes of obtaining the license, CLU, sanction of plan etc. for development and construction of Group Housing complex on the Schedule Land.
- 10) That for the smooth implementation of this agreement the Owners/First Party have authorized Sh Basant Kumar S/o Sh. Hari Chand to deal on their behalf for all acts and deeds as required in this Collaboration Agreement with the Developer / Second Party (although separate Power of Attorneys in favour of the Second Party by each individual have also been executed).
- 11) That it is agreed that the Second Party shall provide to the First Party copies of all the applications, affidavits, undertakings, etc. filed by it with the regulatory authorities for approvals, sanctions, clearances or no objections, etc. for and in connection with the development of the Schedule Land for purposes of record of the First Party within a fortnight of making such applications, undertakings, affidavits etc.

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HRH CITY PROJECTS PVT. LTD.

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Director

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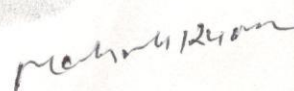



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- 12) That the Second Party agrees to develop, construct and complete Group Housing complex on the Schedule, Land, as agreed herein, with its own finances, funds, resources and labour, according to the drawings, plans, designs, as prepared by the recognized Planners and Architects and approved and sanctioned by the Director, Town and Country Planning Haryana.
- 13) That the total cost of construction of the proposed Group Housing complex on the Scheduled Land including all civil works, drinking water supply, sanitation, plumbing work, electrical installations, landscape, boundary wall and or other requirements, provisions, amenities, services etc. shall be borne and met by the Second Party.
- 14) That the Second Party agrees to commence construction on the Schedule Land within 12 (Twelve) months of receipt of requisite sanctions from the concerned regulatory authorities however, subject to 'FORCE MAJEURE' circumstances, if any.
- 15) That the Second Party shall complete the construction of Group Housing Complex on the Schedule Land with respect to sales of the Project areas, within a period of 36 (THIRTY SIX) months from the date of commencement of construction. It is agreed that the said period of 36 (THIRTY SIX) months shall get automatically extended by the period during which any Force Majeure ground or circumstances, as defined hereinafter exist or with the mutual consent of both the parties. It is agreed that the Second Party alone shall satisfy any claim of purchasers arising out of delayed delivery of possession.
- 16) That the Second Party undertakes to pay the entire external development charges, now payable and/or enhanced at any time in future, to the Town & Country Planning Department, Haryana or any other Department or Authority, in respect of development of the Schedule Land. Similarly, Bank Guarantee(s) required to be given to the concerned authorities for development and construction of Group Housing complex on the schedule Land shall also be given by the Second Party as per requirements of law and the guidelines by the Director, Town & Country Planning, Haryana, from *time to time*. All other charges for getting the license i.e. License Fees, Infrastructure Development Charges, Scrutiny Fees, Conversion Charges, Service Charges and / or any other charges shall also be borne by the Second Party only.

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*Banner*  


*Director*  
  
*11/11/11*  



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HIGH CITY PROJECTS PVT. LTD.  
*Sahel*  
  
6 Director  
*Mahesh*  


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- 17) That all outgoing, taxes, levies, charges, duties, outstanding etc., levied in respect of the Schedule Land up to the date of handing over of vacant physical possession of land by the Owners to the Developers shall be borne and paid by the Owners. However, all such outgoing, taxes, charges, etc., aforesaid, after the date of handing over the possession by the owners to the Developer shall be borne and paid by the Developer.
- 18) However it is agreed that after completion of the Group Housing complex, both the Parties hereto shall pay and satisfy all such taxes, levies, charges, duties etc. including municipal other local taxes, in proportion to their respective share in the sale proceeds of the saleable area available after development.
- 19) That the First Party undertakes and accepts what is expressly provided herein that the First Party or any other person claiming through them shall not in any way, transfer, encumber, mortgage or part with their right, title or interest in the Schedule Land or create any sort of lien or charge or encumbrance in the commencement and completion of works on the Group Housing complex in any manner whatsoever.
- 20) That simultaneously with the signing of this Agreement, the First Party has delivered the vacant physical possession of the Schedule Land, to the Second Party. The Second Party shall be fully entitled to survey the entire Schedule Land and prepare plans, drawings etc., whatever required.
- 21) That the Second Party shall be well within their rights to mortgage the schedule land, create any charge, lien or encumbrance upon the schedule land for the purpose of raising finance from any Person, Group of Persons, Financial Institutions as may be required for the development and construction upon the schedule land and / or payment of statutory dues / levies to the concerned authorities and the owners have agreed to extend their cooperation by depositing the original documents of ownership to create mortgage thereon.

*Received*  


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*Misra*  


HRH CITY PROJECTS PVT. LTD.

*Sahib*  
Director

*Banerjee*  


*11/11/11*  


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*12/11/11*



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- 22) That the Second Party shall carry out construction of the Group Housing complex on the Schedule Land strictly in accordance with the plans & drawings approved & sanctioned by the regulatory authorities and the byelaws, rules, regulation, guidelines applicable to the areas.
- 23) That the Second Party shall be responsible for any deviation from the sanctioned building plans and shall keep the First Party harmless and indemnified against any loss or penalty that the First Party may have to suffer for such deviations.
- 24) That the Second party shall endeavor to achieve maximum FAR whilst preparing the building plans for construction of the Group Housing complex.
- 25) That the Second Party shall also obtain the Occupation/Completion certificate of the Group Housing complex developed on the Schedule Land at its own cost and expenses.

**26) Financial Terms**

- i) That the Second Party has paid an Interest Free Refundable Deposit of Rs. 45,00,000/- (Rupees Forty Five Lacs Only) to the First Party in their agreed Ownership ratio as follows:-

Party Name	Ratio	Cheque No.	Amount
Sh. Hari Chand	38.85%	119301	Rs.17,48,250/-
Sh. Basant Kumar	23.31%	119302	Rs.10,48,950/-
Sh. Hira Nand	25.19%	119304	Rs.11,33,550/-

And Whereas earlier Late Shri Ram Chand, during his life time had received a Sum of Rs. 5,69,250/- vide Ch. No. 119303 against his share of 12.65% which now being accepted/ratified by his beneficiary Sh. Rakesh Virmani & Sh. Mahesh Virmani, and now Shri Mahesh Virmani, holds 6.325% ownership Ratio & Shri Rakesh Virmani, holds 6.325% ownership Ratio.

- ii) That it is agreed between the parties that aforesaid refundable deposit of Rs 4500,000/- ( Rupees Forty Five Lacs Only) paid by the Second Party to the First Party shall be recovered by the Second Party from the share of the First Party in the sale proceeds in the developed area after a period of six months from the date of commencement of the first sale @ 10% of the share of sale proceeds payable to the First Party on monthly basis.

*Rakesh*



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*Mahesh Virmani*  
*11/5/24*

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HRH CITY PROJECTS PVT LTD.

*Jahubhai*

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Director



*12/11/24*

- iii) That in consideration of the Second Party obtaining sanctions, approvals, Permission, No Objections, etc., for development of the Schedule Land and construction of Group Housing complex thereon, at its own cost, expense and resources, it is agreed between the Parties that the Second Party shall pay to the First Party 15% of the Basic Sale Price (BSP) of the residential flats as well as commercial units. However nothing will be shared / paid with the First Party on account of receipts from the public amenities.
- iv) In case of commercial complex / units all the additional charges payable to DTCP ( Haryana) shall also be paid by the Second Party.
- v) The BSP of units from time to time shall be decided by the Second Party at its sole discretion. The discount, if any, shall also to be allowed at the sole discretion of the Second Party.
- vi) In case the BSP is not paid in time by the intending buyers as per terms and conditions of allotment, all type of interest /penalty/cancellation charges shall be shared between the parties in their respective revenue sharing ratio. However charging of interest,/penalty/ cancellation charges or any concessions allowed shall be at the sole discretion of the Second Party/ Developer only and for which the owners shall not raise any claim whatsoever.
- vii) All other additional charges such as Prime Location Charges, Club Membership Fee, Car Parking Charges etc shall be retained by the Second Party / Developer only and the First Party / Owners shall have no right upon the collection in these accounts.
- viii) It is agreed that actual brokerage paid by the Second Party for sale of units to the dealers of the saleable areas shall be jointly shared between the parties hereto in the ratio of their share in the sale proceeds of Basic Sale Price as mentioned hereinabove.
- 27) The parties have agreed that an account in the name of the Second Party shall be opened and maintained in a schedule bank for the collection of entire basic sale price and other charges of all residential units/apartments/commercial units sold. The Second Party shall pay 15 % of Basic Sale Price so collected to the First Party collectively to be further distributed among them in their respective ownership ratio on monthly basis.

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HRH CITY PROJECTS PVT. LTD.

9 Director

12/4/20

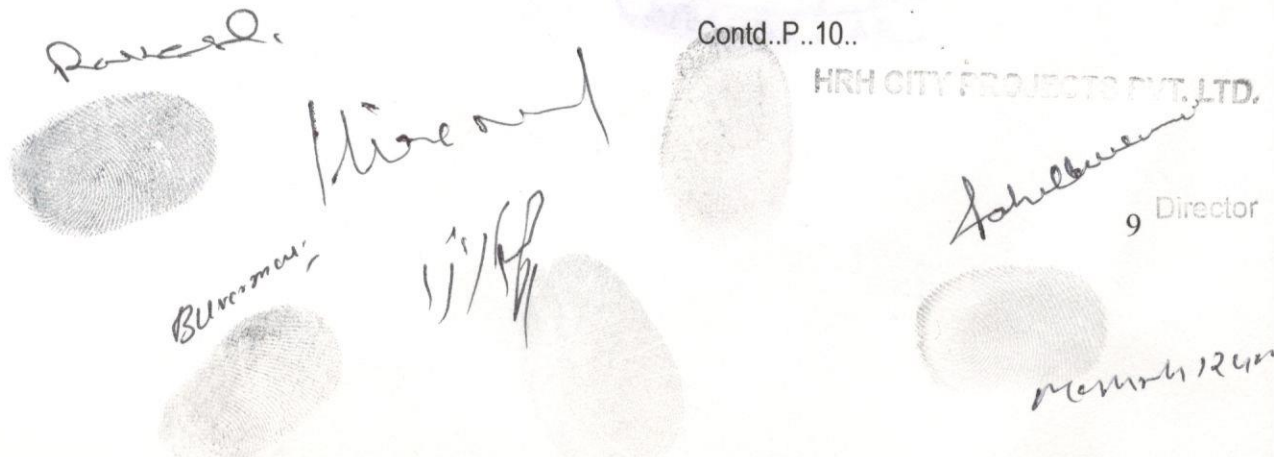
*Ramesh*

*Mishra*

*Bhambhani*

*11/1/18*

*Ashish*



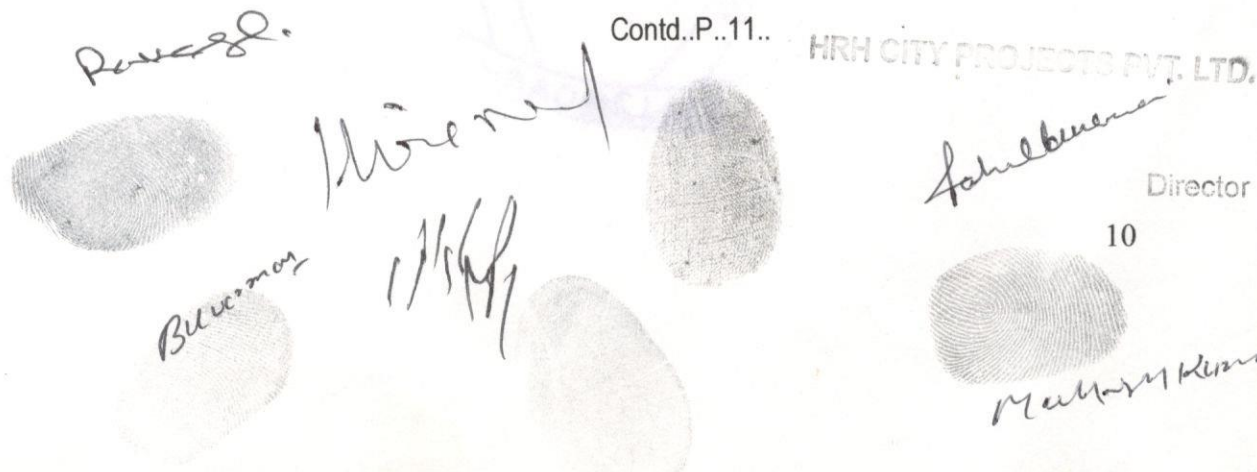
**Marketing Policy**

- 28) That it is agreed in between the Parties that the Second Party alone shall handle the marketing, sales, etc. of all the saleable Group Housing Complex, available after development.
- 29) That it is agreed in between the Parties that all promotional and marketing literature, advertisement, brochure, hoarding, etc., released and published pertaining exclusively to this Project shall be in the name of the Second Party only.
- 30) That it is agreed that the Second Party alone shall handle promotional activities in the common areas of the Residential Colony, such as, renting, advertisements, hoardings etc. and the revenues generated from such activities after adjustment of all operational expenses on such activates shall also be retained by the Second Party.
- 31) That during the period of development or otherwise, the Developers are entitled to book areas/spaces for sale and to sign the requisite Agreements with the prospective purchasers and to receive the payment from them. Instruments of conveyance deeds shall be signed by the Developer on the basis of a duly registered Power of Attorney executed by the owners in favour of the Developer.
- 32) That the parties have agreed that all other charges such as Prime Location Charges, Car Parking Charges, Club Membership Fee etc shall be fixed at the time of launching of the project and thereafter the Second Party may change the same at any time at it's sole discretion.
- 33) That it is also agreed that there shall be held bimonthly meeting between the parties to monitor the development and progress and construction of the Group Housing Colony as envisaged herein. As regards the review of Basic Sale Price of the saleable areas, there shall be meeting as and when considered necessary between a representative of the First Party and a representative of the Second Party. The representative of the First Party shall be kept informed by the Second Party about the various transactions/Agreements to Sell with the prospective buyers as well as the Stock Position.

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*Blueson*  
*Mohamed*  
*1/1/11*

HRH CITY PROJECTS PVT. LTD.  
*Sahibbans*  
Director  
10  
*Maheshwari*



- 34) That the parties have agreed that the entire saleable area shall be sold within 3 years of getting the building plans sanctioned and obtaining environmental clearance etc. whichever is later. However the period of 3 years can be extended with the mutual consent of both the parties. Thereafter the unsold stock if any shall be divided between the parties in their respective revenue sharing ratio.

**MISCELLANEOUS**

1. That in the event of any defect in the title of the schedule Land or for any other reason beyond the control of the Second Party or any 'Force Majuro' circumstance, the Second Party is unable to get the CLU/license/Permission/Sanction for development of the Schedule Land or is unable to commence and complete the work on the Group Housing complex, as agreed herein, or this Agreement is rendered impossible of performance under any provision of law or direction of the State Govt or any other authority(is) of the State Govt. or the Central Govt. the payments made by the Second Party to the First Party under this Agreement, shall be refunded and paid back. to the Second Party within a period of one month on receipt of intimation in this regard from the Second Party, but without payment of any interest or compensation. In case, however, the First Party is unable to refund the said payments within the aforesaid period, the persons/partners/company of the First Party individually or severally shall be liable to pay the principal amount and the interest thereof at the rate of 18% per annum. It is further agreed that the aforesaid payments and interest, if any, shall constitute a charge on the Schedule Land until those deposits and the interest thereon have been fully paid by the First Party to the Second Party.
2. That the Second Party shall be entitled, to the refund of all the fees, security deposits and other deposits of whatsoever nature deposited by the Second Party with various statutory authorities for seeking various approvals, sanctions and service connections. The First Party undertakes that within 7 days of the receipt of any such refund earlier paid by the Second Party and any unreasonable delay in conveying the refund to the Second Party, the Second Party shall be entitled to interest @ 15% p.a.

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HRH CITY PROJECTS PVT. LTD.

Director

11

*Handwritten signatures and fingerprints are present at the bottom of the page, including a signature that appears to be "Bun...".*

3. It is clearly understood to both the parties that the right & liabilities of the First Party are limited as under:-
  - a. Rights: To receive 15% of net basic sales price (BSP) of residential and commercial units only as stated in para 26(iii) of this agreement against the contribution of their land as stated in this agreement.
  - b. Liabilities: To provide all rights of the Schedule Land in favour of second party only.
4. That the Second Party shall be solely responsible and liable for payment of all dues to its workmen / employees and the statutory compliance of labor laws, rules and regulations as are in force or are introduced from time to time in respect of engagement of labour, staff wages, compensation, etc., and/or for any accident or lack of safety resulting in injury or damage/death to workmen. All claims and demands appertaining to construction of the complex shall be paid and satisfied by the Second Party.
5. That the Second Party shall observe all the safety norms and fire fighting standard for and in connections with the construction of the Group Housing complex on the schedule land. Fire safety norms installed and adopted in the complex shall conform to the requirements as stipulated by the local authorities from time to time.
6. That the performance of the obligations by the parties hereto under this agreement shall be subject to "FORCE MAJEURE" conditions, such as, earthquake, lighting, civil commotion, war, enemy action or any other similar circumstances beyond the reasonable control of the parties. In such eventually, the Second Party shall also be entitled to a reasonable extension of time, agreed herein above, for completion of Group Housing complex.
7. That it is hereby agreed between the Parties that they shall directly meet the requirements of Income Tax or any other tax liability in respect of their share in the sale proceeds of the developed areas or other receivables there from. In other words, the owner shall be liable for any type of tax liability upon the proceeds of BSP shared by them. However the tax liability pertaining to the development of the project shall be exclusively borne by the developer.

*Prakash*  



*Bhuvan*  


*Miraj*  
*Rishabh*


Contd..P..13, HRH CITY PROJECTS PVT. LTD.

*Sahil Kumar*  
Director

  
12  
*Mahesh Kumar*

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8. That the Second Party / Developer has agreed to deposit the cash proceeds of the BSP into the account within a period of one week from the date of its receipt. However the First Party / Owner shall be authorized to collect statement of account directly from the bank.
9. That the developer has agreed to provide the status of fresh bookings made / cash receipts during the months to the First Party / Owner latest by the 10<sup>th</sup> of the succeeding month.
10. That the cost of stamping and execution of this Agreement shall be borne by the Developers.
11. That the Group Housing Complex developed by the Second Party shall be subject to the provisions of Haryana Apartment Development Act 1983. The Second Party shall file the requisite Declaration in the name & on behalf of the owners after completion of the Group Housing Complex. It is also agreed that the Group Housing Complex shall be maintained by a well known professional agency to be nominated by the Second Party. Maintenance charges shall be paid by the occupiers/purchases in proportion to their area. Further, the parties hereto shall share the maintenance charges for the unsold areas in the ratio of their share in the sale proceeds mentioned herein above.
12. That First Party shall not assign or transfer or encumber or otherwise its rights and obligations under this Agreement in any manner whatsoever. However, the Second Party shall be free to appoint any labour, contractor, agent, etc., for purposes of construction, marketing and matters incidental thereto.
13. That this Agreement shall in no manner be constructed as creating any partnership or principal-agent relationship between the Parties.
14. That if any part of this Agreement is determined to be void or unenforceable, the said part shall be deemed to have been amended or deleted and the remaining provisions of this Agreement shall remain operative provided those are capable of performance.
15. That any change, modification or alteration or any amendment, whatsoever, in this Agreement shall be made only with mutual written consent of both the Parties.

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*M...*  
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HRH CITY PROJECTS PVT. LTD.

*...*

Director

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*M...*

::14::

16. That the parties to this Agreement have agreed that in case the Second Party fails to get the necessary CLU/License for the development of the Residential Colony from the competent authority on or before 31.12.2013, this Collaboration Agreement shall be deemed to have been terminated and the interest free Refundable Deposit given by the Second Party to the First Party amounting to Rs. 45,00,000/- ( Rupees Forty Five Lac Only), shall stand forfeited and the Second Party shall have no claim of any kind against the First Party and the First Party shall thereafter may its own option deal with the schedule land in any manner it likes.
17. That all notices and letters shall be sent through Registered post Acknowledgement due to the other Party at the addressees) first above written or at such duly notified change of address.
18. That all disputes and differences, arising out of or in connection with this Agreement shall be attempted to be resolved mutually through negotiations between the Parties failing which the same shall be referred to and decided by three Arbitrators, one to be appointed by each Party and the third as Presiding Arbitrator. Their award shall be final and binding on the Parties. The provisions of Arbitration & Reconciliation Act 1996 shall be applicable to such arbitration. The venue of arbitration shall be at Faridabad or any other place as may be mutually decided upon between decided between the Parties.

Contd..P..15..

*Ram Singh*



*Hishar*



HRH CITY PROJECTS PVT. LTD.

*Sahib*

Director

*Bhuma*



14

*Mahesh Kumar*

::15::

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT on the day, month and year first above mentioned in the presence of the following witness:

Witnesses

1) \_\_\_\_\_

**Kr. R. K. RAWAT**  
Advocate  
Distt. & Session Court Faridabad

*Mirewal*  
First Party

*Ramesh*

*Singh*

*Bhawan*

*Maheshwar*

2) \_\_\_\_\_

*Tarun Mendiratta*  
*Solate Sui C.P. Mendiratta*  
*Ro 232 Sector - 15, Faridabad.*

Second Party

**K. R. K. RAWAT**  
Advocate  
Distt. & Session Court Faridabad  
**HRH CITY PROJECTS PVT. LTD.**

*Sahil Kumar*  
Director

*Drafted by me*  
**SANJAY MENDIRATTA**  
Advocate  
Distt. Court Faridabad  
Resi. : 232/15, Faridabad  
Mobile # 9818250651

*Sanjay*  
*19/6/12*



Reg. No. 3853 Reg. Year 2012-2013 Book No. 1



पेशकर्ता  
पेशकर्ता  
Hari Chand Etc.

Bunni

दावेदार  
K.R.K. Rawat

गवाह  
Rajesh

HRH CITY PROJECTS PVT. LTD.

दावेदार  
M/s HRH City Project Pvt. Ltd. Through Sahil  
Director

गवाह 1:- R.K rawata dv. गवाह 2:- tarun Mendiratta

K.R.K. RAWAT  
Advocate

Distt. & Session Court Faridabad

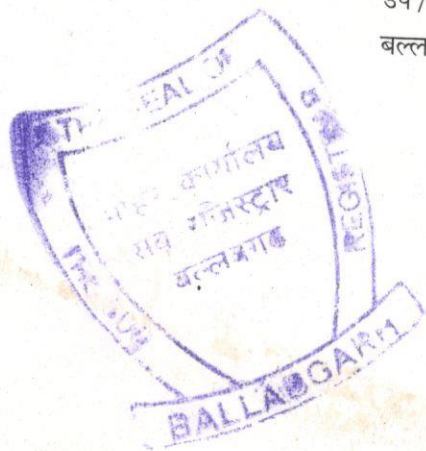
प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,853 आज दिनांक 19/06/2012 को बही नः 1 जिल्द नः 0 के पृष्ठ नः 191 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 22 के पृष्ठ सख्या 49 से 51 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 19/06/2012

उप/सयुक्त पंजीयन अधिकारी  
बल्लभगढ़

SANJAY MENDIRATTA  
Advocate  
Distt. Court Faridabad  
Resl: 323/12, Faridabad  
Mobile # 9818250651



# ANNEXURE A

## SCHEDULE OF LAND FOR GROUP HOUSING COMPLEX

Khasra No.	Kila No.	Area			Owner Name
		Kanal	Marla	Marlas	
83	3/1/1	2	4	44	Hira Nand / Rakesh Virmani/ Mahesh Virmani
83	4/2	3	4	64	Hira Nand / Rakesh Virmani/ Mahesh Virmani
83	7/1	0	11	11	Hira Nand / Rakesh Virmani/ Mahesh Virmani
83	7/2	1	12	32	Basant Kumar
83	7/3	1	18	38	Rakesh Virmani / Mahesh Virmani
83	7/4	2	19	59	Basant Kumar
83	14	8	0	160	Hari Chand
83	17	8	0	160	Hari Chand
<b>Total</b>		<b>25</b>	<b>68</b>	<b>568</b>	
83	5	7	13	153	Hari Chand
83	6/1	1	11	31	Hari Chand
83	6/2	5	12	112	Hari Chand
83	15/1	0	17	17	Hari Chand
83	15/2	4	7	87	Hira Nand
83	15/3	2	10	50	Hira Nand
82	10/1 min	2	4	44	Hira Nand
82	10/2	1	5	25	Hira Nand
82	11	8	0	160	Hari Chand
82	20	8	0	160	Hira Nand/ Rakesh Virmani/ Mahesh Virmani
82	21/1	1	7	27	Hira Nand/ Rakesh Virmani/ Mahesh Virmani
82	12/1	6	3	123	Hira Nand/ Rakesh Virmani/ Mahesh Virmani
82	12/2	1	11	31	Hira Nand / Rakesh Virmani/ Mahesh Virmani
82	18/1	1	17	37	Basant Kumar
82	13	8	0	160	Basant Kumar
82	8	7	9	149	Basant Kumar
82	3/1	3	0	60	Hari Chand
82	3/2	4	0	80	Hari Chand
82	17/3	1	9	29	Basant Kumar

*Rakesh*

*Hira Nand*

HRH CITY PROJECTS PVT. LTD.

*Subbaraman*

Director

*maheshvirmani*

# ANNEXURE A

## SCHEDULE OF LAND FOR GROUP HOUSING COMPLEX

82	14/1	2	17	57	Basant Kumar
82	10/1 Min	4	0	80	Hari Chand
	<b>Total</b>	<b>76</b>	<b>152</b>	<b>1,672</b>	
	<b>Total</b>	<b>101</b>	<b>220</b>	<b>2240</b>	

*Received.*



*Hosni*



HRH CITY PROJECTS PVT. LTD.

*Sahelkumar*

Director



*Mahesh Kumar*



*S. K. H.*

*Bhumi*

