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**COLLABORATION AGREEMENT**

THIS AGREEMENT OF COLLABORATION (referred to as 'Agreement' or 'Collaboration Agreement') is executed at Gurgaon on this 25<sup>th</sup> day of October 2012.

BETWEEN

(1) Shri Balvinder Uppal S/o Sri Chanan Lal Uppal resident of 29, Shri Ram Road, Civil Lines, Delhi-110054 (hereinafter called the "THE OWNER ") which expression unless repugnant or opposed to the context thereof includes his heirs, legal representatives, executors, administrators and assigns etc.) the party of the **FIRST PART**.

AND

(2) M/s Plus Projects Pvt. Ltd a company incorporated under the Companies Act, 1956 having its registered office at 555/558, West Guru Angad Nagar, Delhi – 110092 (formerly known as Kingfisher Constructions Pvt. Ltd) vide ROC certificate Dated: 11.09.2012 administration office J-1/37, DLF City Phase-II, Gurgaon , Haryana through its director Mr. Ravinder Kumar, who has been empowered to execute this Agreement vide Board Resolution dated 19<sup>th</sup> October 2012. (hereinafter called the "Developer") which expression unless repugnant or opposed to the context thereof includes its successors, representatives and permitted assigns) the party of the **SECOND PART**.

*B. Uppal*

*[Signature]*

plus projects (pr) 4d

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Sl. No. ....  
Amount 100 Ag  
Date 22 SEP 2012

प्रलेख नः 17917

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RAJ SINGH STAMP दिनांक 25/10/2012

डीड संबंधी विवरण		Gurgaon (Haryana)
डीड का नाम AGREEMENT		
तहसील/सब-तहसील गुडगांवा	गांव/शहर नंगली उमरपुर	
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 2.00 रुपये
रुपये		

Drafted By: Self

यह प्रलेख आज दिनांक 25/10/2012 दिन गुरुवार समय 2:00:00PM बजे श्री/श्रीमती/कुमारी Balvinder Uppal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chanan Lal Uppal निवासी 29, Shri Ram Civi lines Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

*Balvinder Uppal*

श्री Balvinder Uppal

उप/संयुक्त पंजीयन अधिकारी  
गुडगांवा

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Ravinder Kumar दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुधकर 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 C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv gurgaon व श्री/श्रीमती/कुमारी Yogesh Bhalla पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी A R Bhalla निवासी D-75 Mahendru Enclave Delhi ने साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 25/10/2012



उप/संयुक्त पंजीयन अधिकारी  
गुडगांवा

AND

WHEREAS a copy of resolution dated 19<sup>th</sup> October 2012 referred to above passed by Board of Directors of the Developer has been appended with this contract as **Annexure-1**.

Both the OWNER and the Developer are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the OWNER is the original OWNER of land bearing Khasra no.1 : Kila no. 17/3 (min), 18/3 (min), 22 (min), 23, 24/1, 24/2 ; Khasra no.9 : Kila no. 2, 3/1, measuring 31 kanals 19 marlas situated in revenue estate of Nangli Umarpur, Tehsil and District Gurgaon. However, subsequently a road was earmarked by the concerned statutory authorities amidst the aforesaid land and area measuring 8 kanals 2 marlas was acquired for the said road by the land acquisition authorities. Out of the balance land holding admeasuring 23 kanals 17 marlas 6 kanals and 12 marlas further was acquired by the land acquisition authorities in exchange of increased FAR. The License is for 2.98125 acres. The said balance land after acquisition of the OWNER was bifurcated by a Sector road in such a manner that 0.92 acres of land falls in Sector 62 and across the road the balance portion of the land of the OWNER falls in Sector 65 as carved out Gurgaon-Manesar Urban Development Plan, 2021. The **site plan** of the land referred to above has been appended with this contract as **Annexure-2**. The site plan is admitted to be true and correct by both parties both as per on-site inspection done by the Developer as well as revenue record. Site plan as provided in Annexure-2 is an integral part of this Agreement.

The present Collaboration Agreement pertains to land comprised in Sector 62 only and bears Rect. No. 1 : Killa no. 23 (min), 24/1, 24/2, 17/3, 18/3 (min) admeasuring 0.92 acres, as marked in RED in the site plan annexed as Annexure-2 hereinafter referred to as the "**Said Land**". The Developer shall not stake any claim or rights by virtue of this Agreement or by virtue of any power of attorney executed in its favour for the OWNER's land other than the Said Land and this Agreement shall not be deemed to create any lien or encumbrance whatsoever in or to the OWNER's land other than the Said Land.

WHEREAS the OWNER had submitted an application dated August, 2006 for grant of license to Director, Town and Country Planning, Haryana, Chandigarh for development of a commercial complex over the Said Land ('**Commercial Complex**'). Letter of intent bearing Memo. No. DS-07/30879 dated 13-12-2007 was issued by Director, Town and Country Planning, Haryana whereby the OWNER had been called upon to fulfill various formalities. Copy of letter of intent has been appended with this contract as **Annexure-3**. The said formalities were duly completed by the OWNER and thereafter license bearing No. 103 of 2008 dated 15-5-2008 was issued by Director, Town and Country Planning, Haryana in terms of which OWNER is entitled to develop the Commercial Complex over the Said Land. Copy of license has been appended with this Agreement as **Annexure-4**.

WHEREAS the **zoning** plans for undertaking development of the Commercial Complex over the Said Land have been duly sanctioned by Director, Town and Country Planning, Haryana

*By [Signature]*

*[Signature]*



पेशकर्ता











दावेदार



गवाह



उप / संयुक्त पंचायत अधिकारी

पेशकर्ता	Balvinder Uppal		
दावेदार	Thru- Ravinder Kumar		
गवाह	C.L.Arora		
गवाह	Yogesh Bhalla		



vide Memo. bearing number ZP-444/6035 dated 22-7-08 appended with this Agreement as **Annexure-5**. The building plans pertaining to the aforesaid commercial project are sanctioned by Director, Town and Country Planning, Haryana. However, the Developer shall file and get permission of revised plans for the property under the collaboration agreement at its own expense. In case any expenses incurred with respect to the land other than Said Land, the same will be borne by the OWNER alone and it shall not be treated as part and parcel of this Collaboration Agreement. The OWNER has also obtained requisite **permission from the Environment Department** vide Memo. bearing No. SEIAA/HR/09/1076 dated 22-7-09 in the name of M/s DM Towers, a firm of the OWNER, for the Said Land herein appended as **Annexure-6**. The OWNER has also obtained permission from **Airport Authority** vide memo no. AAI/NOC/2010/117/684-686 Dt.: 20/4/10 appended to this Agreement as **Annexure-7**. **Fire Clearance** Dt.: 10/1/11 (**Annexure - 8**) and **Pollution Clearance** vide memo no.: HSPCB/TAC/2011/852 Dt.: 18/3/11 has also been obtained, and attached to this Agreement as **Annexure - 9**.

On satisfactory completion of the abovementioned formalities in connection with the Said Land for development of the Commercial Complex, the Developer acknowledges and is satisfied that the OWNER has obtained various sanctions / permissions for development of a Commercial Complex over the Said Land. In case any further permissions / sanctions / filings / registrations / approvals are required to be obtained from any authority, the same shall be obtained by the Developer at its own cost and expense.

WHEREAS the revised building plans will be submitted by the OWNER and Developer to Town and Country Planning Department seeking permission to construct the Commercial Complex as per the revised building plan having built up area admeasuring approximately 80000 square feet and having three basements on the Said Land.

WHEREAS the Developer shall commence construction of the Commercial Complex in the form of retail on the Ground Floor and Serviced Apartments on the First floor to the Sixth floor in accordance with building plans agreed upon by both the Parties the same being subject to minor changes as may be mutually agreed between the Parties. The Developer shall proceed to raise construction in accordance with the working drawings referred to above to be agreed in advance between the Parties. Both parties have verified that area admeasuring not more than 80000 square feet can be constructed at the spot in the shape of ground floor and six floors thereupon as well as three basements underneath. The construction of each of the three basements should utilize the maximum permissible area possible for these. This is as to keep the installation of the number of Mechanical parkings to the minimum so to fulfill the building bye-laws, parking norms, and to accommodate the installation of 'services' of the building. The Developer shall make sure that the construction of the commercial building shall be in adherence & conformity of all byelaws, sanctions, permissions etc. These are mentioned partly in various sanctions, permissions obtained by the OWNER so far and annexed herewith and also other conditions, sanctions, permissions which may have to be obtained. The sanctions, permissions obtained so far by the landlord are: The license, Letter of Intent, Zoning clearance, Fire clearance, Building plans, Environment Clearance, Pollution Control clearance, permission to establish, Permission from the Airport Authority.

*By Patel*

*[Signature]*

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17,917 आज दिनांक 25/10/2012 को बही न: 1 जिल्द न: 13,017 के पृष्ठ न: 63 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,468 के पृष्ठ सख्या 15 से 16 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 25/10/2012

उप/संयुक्त पंजीयन अधिकारी  
गुडगाँवा



WHEREAS the OWNER and Developer have decided to enter into this Agreement in terms of which Developer shall undertake the development, construction, completion and handover of a Commercial Complex on the Said Land at its own expenses in terms hereof as per the terms of this Agreement.

AND WHEREAS the Developer has agreed to undertake the development and construction of the said Commercial Complex after conducting due diligence from its sources and is satisfied about the title of the OWNER over the Said Land, status and veracity of approvals, licenses, registrations as mentioned and is entering into this Agreement on this basis. The Developer has undertaken inspection of the revenue records to verify the genuineness and marketability of the title held by the OWNER in respect of Said Land.

AND WHEREAS in consideration of the premises, covenants and mutual representations and warranties of the OWNER and the Developer, parties to this Agreement have agreed to enter into this arrangement, subject to the terms and conditions herein contained.

**NOW THEREOF THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That it is agreed between the Parties that the scope of this Collaboration Agreement between the OWNER and the Developer is limited only to Said Land, situated in revenue estate of Village Nangli Umarpur-- Tehsil, and District Gurgaon, now Sector 62, for utilizing the same for construction and development of the same as the Commercial Complex by the Developer. The Developer shall not increase or decrease the areas (of the basements and the remaining part of the building as may be set out in the building plans agreed herewith which have some minor changes.) without prior written consent of the OWNER.
2. The OWNER hereby declares as under :
  - a) EDC, IDC, renewal of licence fees or any other dues will be paid by the OWNER within 30 days from the signing this agreement.
  - b) That in case any loan, lien or charge of any kind the repayment of the same and interest thereon shall be the responsibility of the owner, and no person shall claim right from the developer. The Developer shall not be bound by the implication of the said loan. The developer will not be liable for the loan amount. The owner shall keep the developer harmless and indemnified. If anything remains to be paid to the bank in the form of outstanding loan towards the owner, the same shall be adjusted from the allocation of the owner share. As such it is clear between the parties that the developer is entering into the Collaboration Agreement without any lien and charge.

*Signature*

*Signature*



- c) The price of the finishing material shall be fixed by the both parties and in case of any upgradation ,it will be settled mutually.
- d) That the OWNER hereby declares that, to the best of his knowledge, he has an absolute title to the Said Land. The Said Land, to the best of knowledge of the OWNER, is free from all disputes, court decrees, gifts, mortgages, tenancies or unauthorized occupation, whatsoever nor is it attached by the income tax authorities or any other authorities and the OWNER is fully capable and entitled to enter into this Agreement with the Developer. The OWNER further declares that no written notice of acquisition from any authority has been received by the OWNER in respect of the Said Land. The Owners further undertake to keep the land unencumbered during the currency of this agreement and till the completion of the Building by the Developer.
- e) The Developer, at any time but subject to applicable laws including terms of License, shall be free to book, allot, enter into agreement to sell, rent or deal in any manner with all or any part of the Developer's Allocation, with exclusive right to transfer the same, together with a right to receive payment from the intending purchasers in its own name and enter into any agreement at its own risk and responsibility without any objection or hindrance from the OWNER on execution of this agreement. The OWNER shall not be responsible for any liabilities, costs, obligations, damages arising or related to such agreements or dealing by the Developer in the Developer's Allocation and the OWNER shall be kept indemnified in this regard.
- f) That in case of any defect is found in the title in respect of the Said Land owned by the OWNER or their right to transfer the land or any part thereof, or if there are any claims or demands on the Said Land from anybody whatsoever pertaining to a period prior to the date of this Agreement, and if any taxes are payable by the OWNER, till the date of signing of this Agreement, the same shall be the sole liability of the OWNER, who shall keep the Developer indemnified in this regard. In case there is any claims, Demands, Tax liabilities or any other court order, whatsoever, against the OWNER, then it is expressly agreed that the work of the execution and completion of the Commercial Complex on the Said Land or any matter incidental thereto shall not at any time during or after construction be stopped, obstructed or delayed in any manner whatsoever by the OWNER, unless legally required.
- g) That all the original papers relating to the Said Land in the name of the OWNER shall be retained by the OWNER. However the OWNER shall produce the same, as and when required by the Developer for specific purpose of completing formalities as stipulated in this Agreement and power of attorney and the OWNER undertake that they will not mortgage or misuse the original documents. The OWNER will provide certified attested copies of all the original documents to be retained by the Developer at the time of signing of this Collaboration Agreement including license and Zonning etc.

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*[Signature]*



- h) The OWNER, Developer and their respective assignees or nominees shall not encroach upon the common areas in the Commercial Complex nor cause any hindrance in the use and enjoyment of the common facilities in the Commercial Complex. The Parties hereto, or their respective assignees or nominees shall not throw or accumulate dirt, refuse, garbage in or around the Commercial Complex or in the common areas of the Commercial Complex. In case any encroachment, hindrance or littering is caused as aforesaid, the same may be removed at the risk and cost of the person who caused the same.
3. Developer hereby assures, represents, warrants and covenants with and to the OWNER and for the benefit of the OWNER that:-

- i) THE Developer is a validly constituted company under the applicable laws and has all corporate and statutory approvals to enter into this Agreement, to execute the development of the Commercial Complex and to carry out its obligations for the benefit of the OWNER as per the provisions of this Agreement and in executing this Agreement, it has or will not violate, contradict, any law, Agreement or rights of any third party;
- ii) Developer will not at any time do, cause or permit any nuisance at the Said Land or anything which shall cause unnecessary annoyance or disturbance to any other building/land in the neighborhood;
- iii) If during the excavation of the Said Land, Developer discovered any coins or any articles or of public interest or any mines, minerals, gold mines, earth oils and quarries the same shall belong to OWNER and shall assigned legally to OWNER;
- iv) Developer shall obtain and maintain compliance of all approvals, permissions, permits, no objection certificates and licenses as may be required relating to the development of the project undertaken by Developer in terms of the Agreement from any/all authorities whatsoever. Developer will comply with all the requirement of all the applicable laws from time to time;
- v) Developer shall not have the right or power to bind OWNER to any Agreement without the prior written consent of the OWNER. Unless specifically agreed by OWNER in writing, Developer is not authorized to make any commitments, representations, warranties or Agreements on behalf of OWNER of OWNER's allocated area. Developer agrees that it will not hold itself out as having such authority;

*Suppl*

*[Signature]*



- vi) The liability and responsibility of the Developer shall be for the entire cost of construction of the Commercial Complex including but not limited to the following:-
- a) the raw material;
  - b) the fees of the Architect(s) and consultant(s);
  - c) the labour charges.
  - d) The cost of obtaining / maintaining (complying) all permissions and sanctions;
  - e) The cost of fixtures and fittings installed therein as per specification list attached
  - f) The cost of obtaining and installing electricity connection/load, etc.
- vii) The Commercial Complex/ Serviced Apartments with Retail on the Ground Floor will be erected using sound engineering practices and of first class construction in accordance with the specifications mutually agreed upon, and the OWNER shall have full authority to carry out inspection of the said construction, The OWNER will not create any hinderance nor will give any direction to any contractor or any employee or working staff appointed by the Developer.
- viii) The Developer shall comply with and ensure strict compliance by its employees, servants and agents of all applicable laws of any Central, State of local bodies and authorities, labour and other laws and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation whatsoever and all actions, claims and demands arising therefrom and/or related thereto.
- ix) The Developer has taken all necessary corporate and other action under applicable Laws and its charter documents to authorize the execution, delivery and performance of this Agreement.
- x) The Developer has the financial standing and capacity to undertake the construction of the Commercial Complex.
- xi) The Developer has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government agency which may result in any material adverse effect or impairment of their ability to perform its obligations and duties under this Agreement;
- xii) The Developer shall be entitled to carry out the development / construction on the Said Land either independently or by appointing contractors / sub





contractors or incur the cost of construction or labour and other charges payable to such contractors / sub – contractors and the OWNER shall in no way be responsible for any failure or default of the Developer in relation to making any payments to contractors / sub – contractors and the Developer shall always remain directly liable of his liabilities.

- xiii) The Developer shall complete the construction of the Commercial Complex with all the necessary facilities within the time lines prescribed in this Agreement from the date of execution of this Agreement.

4. That the Developer undertakes to develop the said Commercial Complex as Serviced Apartments in the First floor to the Sixth floor and Retail in the Ground Floor as per specification mutually agreed upon at its own cost and expense and with its own resources and such other specifications as may be provided by the OWNER. The OWNER and Developer have jointly agreed on the specifications of the Commercial Complex.

And further, the Developer agrees to start the excavation commence for the construction of the Building on or before 1<sup>st</sup> November 2012 The OWNER agrees in accordance with the terms and conditions herein recorded, to allow access to the Developer for carrying out construction of the Commercial Complex and grant of right of way for the said purpose. The Developer shall have access to the Said Land for undertaking and completing the task of construction of the project. The Developer shall be entitled to carry out the construction of the Commercial Complex without any hindrance or interference on the part of the OWNER so long as the Developer complies with the provisions of this Agreement, including without limitation, the specifications pertaining to the building materials to be utilized in construction of the commercial complex as mutually agreed. The Developer shall be bound to ensure that the building materials utilized in construction of the commercial complex shall be of the same or higher/ better quality and specifications as mutually agreed and shall comply with such specifications as may be provided by the OWNER. The Developer shall solely remain responsible and liable for any claim or liability for any defective construction against allottee, transferee, assignees etc. and shall indemnify and hold the OWNER harmless of any claim, damage, costs or losses that may occur due to breach of this clause. In no event shall the OWNER be called upon to satisfy any liability on account of defective /improper/unsafe/ illegal/ construction and utilization of substandard/ defective materials in the building of the commercial complex.

5. That the Developer undertakes to develop the said COMMERCIAL COMPLEX / SERVICED APARTMENTS within a period of thirty months from the date of this Agreement and, subject to Clause 21, a grace period of three months after which penalty shall apply, as mentioned herein. The Developer further, undertakes to construct the said SERVICED APARTMENTS in the following phases :

- i) To complete construction of three basements underneath within nine months from start of excavation work. i.e. 1<sup>st</sup> November 2012

*[Handwritten signature]*

*[Handwritten signature]*



- ii) To complete constuction of the structure above,i.e., Ground floor plus six floors in the next twelve months after completion of the construction of the three basements.
- iii) To complete the finishing work and installation of Services and façade in the following nine months after completion of the building structure and also apply for the completion and occupancy certificate.

#### 6. Allocation of the Built Up Area of the Commercial Complex

That in consideration of the Developer agreeing to construct the said Commercial Complex on the Said Land on behalf of the OWNER, the Parties herein agree that the Developer shall be entitled to 40% of the total built-up area of the Commercial Complex as per sub-clause (b) below, amounting presently to 31500 sqft (the 'Developer's Allocation') and the OWNER will be entitled to the balance total builtup area amounting presently to 47250 square feet, as per sub-clause (b) below, (the 'OWNER's Allocation'). In the event, the total builtup area of the Commercial Complex is increased or decreased from 78750 sq.ft.,the area of the respective allocation of the OWNER and the Developer will be adjusted proportionately as per above mentioned ratios i.e 40% of the Developer and 60% of OWNER. However the total covered up area of the ground floor plus 6 floors above shall not exceed 80000 sqft.

- a. The Developer's Allocation shall be 40% on the Ground floor (as earmarked in the plan attached as Annexure - 11) and 40% of the total number of Serviced Apartments developed (in an agreed portion of the building) of the Commercial Complex alongwith proportionate undivided and impartible share in the Said Land. It needs to be mentioned that all the floors shall be specifically constructed as per the sanctioned layout plan. The 40% share of the Developer on the Ground floor shall be in contiguous form on the right hand side when facing the proposed Commercial Complex from the front when facing the building, as per Plan attached. The OWNER shall be entitled to 60% of the Ground floor and 60 % of the of the total number of Serviced Apartments developed (in the agreed portion of the building), with proportionate undivided and impartible rights in the Said Land underneath the Commercial Complex, basements and other portions of the Commercial Complex including the common areas ('OWNER's Allocation'). This entire area on the Ground Floor shall be in the form of retail shops and Serviced apartments on the rest of the floors as per mutually agreed specifications.
- b. The allocation of number of Serviced Apartments in Floors 1 to 6 of the Commercial Complex shall be in the form of vertical sharing i.e. the entire block of 79.2 serviced apartments on the left hand side of the of the Commercial Complex (when facing the building) shall belong to the OWNER and shall form part of the Owner's Allocation. These shall be in contiguous form on each floor. All serviced apartments are of the same size. The Developer's Allocation shall form part of floors one to six on the right hand side of the building on each floor

*Boydell*

*Wm*



(when facing the building) . The total number of apartments to be built as of now are 132 (as per the attached plans) in the of the Commercial Complex. The number of saleable serviced apartments on each floor shall be 22. At 40% share, the Developer's share of the serviced apartments is 52.8 apartments. The Developer shall have 8 apartments on Floor 1, on the right hand side when facing the building, in contiguous form and 9 apartments (in contiguous form) in floors 2 to 6 on the right hand side when facing the building. Since the total apartments allocated of the Developer are 53 in the manner of division stated above, the Developer shall get 0.2 apartment extra (out of its share of 52.8 apartments), therefore the Developer shall pay the OWNER an agreed price for the 0.2 apartment within 6 months from now. The plans of floors have been signed and exchanged between the parties. The areas belonging to the OWNER are marked in Blue & the areas of the Developer are marked in Red in each of these plans a for identification. In case any change in plan, the area allocation will be settled mutually as per their respective share.

- c. That allocation of the respective area of the OWNER and the Developer are earmarked as per building plans agreed upon and as far as possible no change would be made in the plans. However, in case of mutual requirement and mutual benefits, the allocation of respective areas can be changed only with written mutual consent of both the parties.
7. That the Developer shall be entitled to only 40 car parking slots . The balance car parking slots shall form part of the OWNER'S Allocation. The 40 car parking slots forming part of the Developer's share, shall be parking bays in the basement, at the surface level and mechanical parkings. These kind of parkings shall be shared in the ratio of 40 to total parkings, for the Developer's share. The total numbers of car parkings that will form part of the Developer's allocation will be not more than 40 subject to the conditions prescribed under the applicable zoning regulations annexed herewith as Annexure 5, which inter alia provide as per clause 8(e) of the Zoning conditions that only 25% of the parking slots can be allotted and the parking slots shall not be allotted or leased out to any third Party apart from the allottee of the Commercial Complex. The total car parking slots required as per Zonning norms are 1 for every 50 sqm of covered area (covered area does not include area in the basements if used for Services & parking). Out of the total 40 parking slots of the Developer's share, the Developer shall sell car parking as per TCPO norms and rest of the parking of the Developer's share can be given or leased out by the Develoepr as useable right.
8. In case due to any statutory prohibition it is not possible for the Parties to mutually bifurcate the car parking slots and to arrogate to themselves the same, in that event the entire car parking slots shall form part of a common pool and shall be utilized in the manner prescribed by law. In case due to applicability of any statute or order passed by any statutory authority, allotment of parking bays is set aside, in that event the allotment component of the parking bays as specified in the zoning plans shall be split up amongst the Parties in the same ratio as set out in para 7, above. The Parties and

*Proposed*

*Done*




their successors-in-interest shall also be entitled to use and utilize the balance parking area component in the same ratio as set out above and shall have identical rights to the extent of their allocation.

9. That the Developer has, already paid to the OWNER a sum of Rs. 50,00,000/- (Rupees fifty lakhs only towards non-refundable security deposit vide cheque bearing No. 530058 dated 28.06.2012 drawn on Punjab Nation Bank.

That the Developer has, on the date of execution of this Agreement, paid to the OWNER a sum of Rs. 4,20,00,000/- (Rupees Four crores twenty lakhs only towards non-refundable security deposit vide Demand Draft bearing No. 610822 dated 13.07.2012 drawn on Punjab National Bank.

However, if the title of the Owner is found defective or by way of any legal implication, bank recovery or any form in which the Owner will not be able to perform this agreement, he will be liable to refund the said security deposit.

10. That in the event of the Developer is unable to carry out the construction in the time frame manner agreed between the parties, the OWNER shall give one months notice to the Developer to explain for the reasons of delay and two month time, including the notice period, would be made available to the Developer to cope up the delay in construction. However, if after due notice the Developer fails to cope up with the delay within the period of two months, in that event the OWNER and DEVELOPER shall get the work undertaken till then assessed by 2 civil engineers and the respective area of the Developer shall be earmarked. Then the Owner shall have the right to induct a new contractor to resume the development work. At the same time, in lieu of the development work done thus far by the Developer, the Developer would be entitled to the allocation of the Commercial Space as per the market value on completion for the value of work done. Also, the cost of engaging a new contractor shall be borne by the Developer or the same shall be adjusted in its respective allocation as per the market value of the same. 

11. Any future increase in EDC, IDC, EEDC charges by the concerned authority in future shall be borne by both the Parties in the ratio of their respective allocations as provided herein.

12. That the Building Plans of the proposed Commercial Complex to be submitted to the concerned authorities have to be revised and prepared in accordance with and in conformity with the Zoning Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the Said Land as may be in force in the area and have been duly verified by the Developer to its satisfaction. The said building plans for the said Commercial Complex shall then be filed for sanction by the Developer at its own cost for seeking permission to construct not more than 80000 sqft covered area over the Said Land. The Developer has agreed to utilize the plans already got sanctioned by the OWNER, from the statutory authorities, for the purpose of raising of construction of the Commercial Complex. The final building plans to be implemented







duly agreed upon by the OWNER & Developer have been signed and exchanged by the parties.

That in addition to the entire amount required for the cost of construction of the said Commercial Complex, the charges and fees of the architect (s) preparation of plans etc. will be to the account of the Developer.

13. On completion of the construction of the Commercial Complex i.e. on receipt of the completion certificate and occupancy certificate, the Developer's Allocation viz. 40% of the built area of covered area in respect of Said Land with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the Commercial Complex as also in common areas and common facilities shall be owned by the Developer. And 60 % of the area shall be the OWNER's Allocation viz. built areas, open areas, terraces etc. of the said complex together with proportionate undivided, indivisible or impartible OWNERSHIP rights in the land underneath the said complex as also in the common areas and common facilities. The Owner shall be at liberty to make any alterations & additions thereafter with the permission of Town & Country Planning. The Service Floor (2.4 m height) to be constructed between the GF & FF, or between any other floors shall entirely belong to the OWNER.
14. That the OWNER shall proceed to transfer the title / OWNERSHIP rights pertaining to the Developer's allocation in favour of the Developer / Prospective Buyer only after the DEVELOPER has obtained the occupation /completion certificate from the concerned statutory authorities. The stamp and registration expenses for registration of sale deed (s) shall be borne exclusively by the Developer / or their prospective buyer / or nominees for the Developer's Allocation.
15. The Developer shall not be entitled to seek partition of the Commercial Complex site. The Developer shall not insist for sanctioning of mutation in the revenue record in respect of land over which the Commercial Complex is to be implemented. It is agreed and understood between the Parties that both the Developer as well as the OWNER shall be entitled to use, utilize, own and alienate their duly identified allocations in the Commercial Complex but they shall have proportionate and impartible rights in the land underneath the Commercial Complex.
16. That the construction of the OWNER's allocation shall be carried out by the Developer at the cost of Developer and the same shall be owned by the OWNER. The Developer and OWNER agree and undertakes to execute such other documents, deeds, Agreements or instruments as may be required for Allocation of Developer's & OWNER's share in respect of the associated portions of the Commercial Complex as per this Agreement.
17. That all permissions / sanctions as may be required for completion of the Commercial Complex pursuant to the date of execution of this Agreement shall be obtained by the Developer at its own cost and expense.  
The Renewal of License fees shall be borne by the Developer to the extent of his 40% share, after 33 months.

*[Signature]*

*[Signature]*



That the OWNER will get the permission of renewal of licence, & will pay the EDC, IDC, licence fees before approval the building plan; in case due to non payment of such dues the building plans do not get approved, the construction period will be extended by such period of delay.

18. That the OWNER hereby undertakes that he shall not create any hindrances or obstructions in the promotion, development and construction of the Commercial Complex by the Developer except when the Developer is in default of the provisions of this Agreement.
19. That the Developer shall start the excavation work immediately on 1<sup>st</sup> November 2012. The sand excavated from the said site / piece of land shall be put in the piece of land in sec 65 (owned by the OWNER), and after approval (verbally) of the OWNER shall any surplus sand excavated, be disposed off. Since the plans for the said piece of land have already been sanctioned, and have only to be got revised from the respective authorities, the construction work shall not be held up for such revision /s. The revisions shall be obtained in the due course of construction.
20. The OWNER has a temporary electricity connection for construction activities. The Developer if requires shall pay a mutually agreed sum to the OWNER for the use of this electricity connection, otherwise he shall if necessary take his own temporary connection. The actual bills for consumption shall be footed by the Developer from the date of such usage and be liable for any dues unpaid after the termination of such connection.
21. The Developer shall start construction of the basements & structure above as soon as the excavation is complete and proceed to complete the development of the Commercial Complex within 30 months from the date of 1<sup>st</sup> November 2012 according to the Construction Schedule as mentioned in clause 5, provided that in the event the construction is not completed within 30 months, the OWNER will grant the Developer a grace period of three months for completion of construction of the Commercial Complex. During the grace period contemplated above, the Developer shall not be liable to pay any penalty for delay in construction of the Commercial Complex. In the event, the Developer fails to complete the construction of the Commercial Complex as per the Construction Schedule or within 33 months (30 months and the grace period of 3 months) as contemplated above, whichever is earlier, following consequences shall occur:-

The OWNER shall be entitled to complete the balance Commercial Complex by engaging a third Party Contractor. The entire cost of engaging such third Party Contractor shall be paid by the Developer. In the event the Developer fails to pay such expenses, the OWNER shall bear such expenses and the Developer's allocation in the Commercial Complex shall be reduced proportionately which inter alia shall irrevocably and automatically inure to the benefit of the OWNER.

*Accepted*

*[Signature]*



22. Any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under this Agreement shall be excused if, and to the extent, that such non-performance or delay in performance is caused by Force Majeure. For the purposes of this Clause, "Force Majeure" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

- (a) acts of God, including without limitation fires, storms, floods, earthquakes or lightning;
- (b) wars, hostilities, terrorist acts, riots, civil commotions or disturbances, changes in Applicable Laws adversely affecting or preventing due performance by any Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a Governmental Authority or overseas government, or any agency thereof, sabotage, explosions;
- (c) strikes, lockouts or other concerted industrial actions.
- (d) any prejudicial order, sanction, rule, regulation or law imposed by any statutory authority or government which has the effect of delaying or stalling the Commercial Complex, provided that the Party concerned has taken all effective steps to secure any preventive order, injunction or appeal against such action.
- (e) Non availability of raw material.
- (f) If the owner feels that the work can be proceeded with, which the Developer feels cannot be done due to Force majeure the Owner shall be permitted to carry out the construction work and finish the construction of the Commercial complex.

23. That in addition to the above, in case the delivery of OWNER Allocation is delayed beyond the agreed period for any reason whatsoever, in that event the Developer shall be liable to compensate the OWNER for the said delay in addition to the delay in completion of the Commercial Complex as aforesaid, by paying penalty to the extent of Rs. 10/- per sqft per month on super area of the OWNER's Allocation till the Commercial Complex is completed and the OWNER's Allocation is handed over. Subject to the terms and conditions as mentioned in the buyers agreement entered by the Developer or OWNER in respect of their respective allocations, in case any claim is lodged against the OWNER by any purchaser of the OWNER's Allocation, in full or in part, due to delay in construction of the Commercial Complex, the same shall also be satisfied by the Developer and the Developer shall keep the OWNER indemnified in this regard.

*Signature*

*Signature*



24. Personnel assigned by the Developer :

- i) The Developer shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws and the OWNER shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and subcontractors of the Developer.
- ii) The Developer shall use its best efforts to ensure that sufficient personnel are assigned for construction of the Commercial Complex, and such personnel have appropriate qualifications to perform the construction and related activities.

25. Liability for the actions of the Personnel

- i) The Developer agrees to hold the OWNER, its successors, assignees employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the OWNER through the action of the Developer's employees, agents, contractors, subcontractors, etc.

26. That during the course of construction the OWNER has and always have right to visit the Commercial Complex site, to inspect the on going construction activity, to verify the installation and use of materials so as to ensure that the same are in accordance with the specifications set out in schedule / Annexure – 10 appended to this Agreement. In case the OWNER are of the opinion that the construction material or quality of construction are not in accordance with the understanding initially reached between the Parties in that event OWNER and DEVELOPER will employ an independent civil engineer whose suggestion shall be followed.

27. That after signing this agreement the DEVELOPER shall be at liberty to obtain booking of any area forming part of its allocation or to accept any money from general public. The Parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective shares of the built up area as detailed above, any units or spaces in the said Commercial Complex to be put up at the Said Land, to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town and Country Planning Department, Haryana or any other authority concerned with the matter. The Parties further agree and undertake to keep the other Party harmless and indemnified against all claims and demand resulting therefrom. The DEVELOPER shall be liable to discharge all liabilities towards its customers/lessees and no liability on this account shall be passed on to the OWNER .  
**That any implication or claim of service tax by the concerned department shall**

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*[Handwritten signature]*



be borne by the owner and not by the developer to the extent of 60% of the owner share. The owner will not have any objection to execute the sale deed in favour of The Developer or their prospective buyer or Nominees to the extent of the Developer's share.

28. The Developer hereby agree and acknowledge that it shall not proceed to mortgage its allocation in the Commercial Complex till the conveyance of its allocation is complete in all respects.
29. That all demands and taxes due and payable in respect of the Said Land upto the date of this Agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf for the land in question ( i.e the land in sector 62) shall be shared by the parties to the agreed proportion mentioned therein. All construction related taxes other than service tax (of owner's portion) shall be borne by the Developer.
30. That the OWNER covenant with the Developer that he shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter. The OWNER shall also within a week of receipt of any request from the DEVEOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the OWNER which will adversely effect the OWNER's rights in the Said Land.
31. That the OWNER undertakes irrevocably to constitute a lawful attorney, for the Developer through its authorized signatory jointly and severally by a separate document for keeping, subsisting various requisitions, licences, permissions, approvals, sanctions, and for doing all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of Developer's allocation in the building and for all purposes mentioned in the Agreement and in accordance with the draft of power of attorney, approved by the Parties hereto. However, the attorney constituted by the OWNER in terms of this clause shall only be entitled to present for registration any document(s) pertaining to allocated portion of the Developer after issuance of occupation / completion certificate by the statutory authorities. The Developer shall not be entitled to induct any person/firm/company/entity in any capacity over the area forming part of its allocation or OWNER's Allocation.
32. That the Developer shall be solely responsible and liable for payment of all dues, taxes or cesses including Labour cess to its construction labour workers / employees and statutory compliance of labour law, rules 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 resulting in injury or damage to workmen, plant and machinery or third Party. All claims and demands during construction shall be settled and cleared by the Developer and no liability on this account shall fall on the OWNER. Developer shall indemnify OWNER against any claim/action arising due to non-compliance of the provisions of the Applicable Laws, rules and regulations by Developer which arise out of or in connection with the employment of any labour for the execution of the Project or otherwise and penalty or any other amount levied by the authorities on the OWNER, shall be recoverable from Developer.

33. That the OWNER and DEVELOPERS shall be responsible and liable in respect of income-tax / Service Tax and/or other statutory liabilities as far as their respective share of the built or unbuilt areas of the building or sale proceeds thereof are concerned.
34. That the Developer has conducted its due diligence exercise and is fully satisfied with the title and status of the Said Land comprised in Sector-62 .
35. That the OWNER undertakes to execute all documents / Agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the Commercial Complex building at the cost and expense of the said allottees.
36. The Developer shall have temporary make shift site office on the Said Land which shall be demolished or removed on completion of the Project and shall not provide any specific rights of possession, OWNERship, entitlement. For the removal of doubt it is clarified that the Developer shall have only right of way and access rights to carry out the construction of the Commercial Complex on the Said Land and shall not have any other rights, whether expressly or by way of implication or due to its presence on the Said Land or due to presence of its make shift temporary Commercial Complex office or signages on the Said Land. All other rights, title, interest in and to the Said Land are expressly retained by the OWNER.
37. The OWNER and Developer shall issue guidelines/directions regarding signage including but not limited for colour scheme, style and manner of the signages, that of the building and of the shops on the GF & FF (if any) to the Developer. The Developer shall install such signages, as directed by the OWNER, in a well lit, legible and proper manner at its own cost. No other signages except on the allotted places shall be permitted on any part of the building. The signage of the shops may be installed by the respective occupants.

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38. That this Agreement is not and shall not however be deemed or construed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
39. That the Parties hereto have agreed and undertaken to perform their part of the Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
40. That the Parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other Party and the said property against any attachment, seizures or sale thereof.
41. That this Agreement overrides and supersedes all prior discussions and correspondence between the Parties and contains the entire Agreement between them. No changes, modifications or alterations to this Agreement shall be done without the written consent of the Parties thereto.
42. It is being agreed that the maintenance responsibility of the complex has agreed to be undertaken by the OWNER and the maintenance charge will be on the basis of actual expenses + 20% for administration charges. Maintenance charges shall be payable as soon as the complex is handed over to the OWNER. Since the maintenance of the entire Commercial complex is in the scope of the OWNER, IFMS (Interest Free Maintenance Security) of the entire Commercial Complex shall remain with the OWNER. The Developer shall deposit the entire IFMS (Interest Free Maintenance Security) collected or not, for his share of the Commercial Complex at the time of delivery of possession of the entire Commercial complex with the OWNER.
43. That the name of the Commercial Complex /building shall be 'decided by both parties..... The Developer shall not use this name in future real estate commercial complexes developed by the Developer, solely or in connection with another name anywhere in the world. No other name or logo shall be put on the building except the said name.
44. That in pursuance of the due performance of the obligations and the covenants herein contained, this Agreement shall be binding on both the Parties and their successors, administrators, liquidators and assigns.
45. That the failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
46. That 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

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47. That 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
48. Subject to Clause 61, the Punjab and Haryana High Court shall have jurisdiction in all matters arising out of this Agreement.
49. That all costs of stamping, engrossing and registration of this Agreement and the power of attorney shall be borne by the Developer
50. That this Agreement has been prepared in duplicate with original signatures of both the Parties and attesting witnesses and one set has been kept by each Party in original.
51. Any fine or penalty or tax or charges (Expenses) levied or imposed on the Said Land or Commercial Complex as a whole due to some act or omission or commission by any Party shall be borne by that Party alone, and such Party shall keep the other Party indemnified from and against the consequences of any such default.
52. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents shall remain with the Developer under this Agreement.
53. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents shall remain with the Developer under this Agreement ,including, without limitation, drafts and reproduction copies thereof, shall be given to the OWNER as and when required by the Owner.
54. The Developer and the OWNER, for themselves and their affiliates, agents, employees, and retained professionals, agree to keep the provisions of this Agreement confidential from third Parties and not to make any public announcements or public disclosures or communicate with any news media with respect to the subject matter hereof without the written consent of the other Party
55. It hereby clarified that the rights granted by the OWNER to the Developer under this Agreement, to permit development and construction of the Project, shall not be construed as a delivery of possession under Section 53A of the Transfer of Property Act 1882, read in conjunction with the Section 2(47)(v) if the Income Tax Act, 1961.

*[Signature]*

*[Signature]*



56. This agreement shall not be transferred to any third parties.
57. Developer shall indemnify, defend and hold the OWNER harmless from and against any and all accidents, claims, demands, losses, damages, liabilities, law suits and other proceedings, judgments and awards, the reasonable cost and expenses, (including but not limited to reasonable lawyer's fee) arising directly or indirectly in whole or in part, due to the complete or part failure on the part of the Developer to execute the development of Commercial Complex to the satisfaction of the OWNER, execution and implementation of the development of Commercial Complex and/ or out any breach of any provision of this Agreement or violation of any law whether committed by the Developer and/ or its employees, agents, successors or assigns and due to failure to secure any permits, approvals, consents, registrations, filings or other formalities prescribed under Applicable Law to enable the OWNER to peacefully enjoy the Commercial Complex or arising due to any destruction, damage or harm to the Commercial Complex by the Developer or its employees, agents, successors or assigns.
58. In the event of any question or dispute arising under, in connection with, incidental to, and /or interpretation or scope of this Agreement, or relating thereto, the same shall be referred to arbitration of a sole Arbitrator, to be appointed mutually by the Parties and the decision of the Arbitrator shall be final and conclusive. The provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications, amendments and / or re-enactment thereof from time to time shall apply to such arbitration. The arbitration proceedings shall be conducted in English language only. The Parties shall bear and pay their own costs, charges, and expenses of the proceedings before the arbitrator. That the venue of arbitration shall be at Delhi or Gurgaon. The Developer hereby agree and understand that the pending of proceedings in any court of law or as provided in this clause shall not provide the Developer any right to stop the performance of its obligations under this Agreement.
59. That all notices to be served on the OWNER and the Developer as contemplated by this Agreement shall be deemed to have been duly served to the OWNER or the Developer within a reasonable time period subject to mode of despatch, i.e. Reg. A.D. post, Speed Post, Fax, E-mail, etc. at their respective addressees mentioned herein above. It shall be the duty of the OWNER and the Developer to inform the each other of any change subsequent to the execution of this Agreement in the above address by registered / speed post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the OWNER/Developer.
60. This Agreement may be executed in two or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
61. This Agreement may be modified, supplemented or amended only by a written instrument executed by the Parties hereto.

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62. Nothing contained in this Agreement shall preclude the OWNER from getting the construction work done on any other land for the similar complexes from any other person.

IN WITNESS WHEREOF, the Parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

WITNESSES

1.


  
C. L. ARORA  
Advocate  
Distt. Courts, GURGAON

OWNER

  
Shri Balvinder Uppal

PLUS PROJECTS PVT. LTD.

2.

  
YOGESH BHALLA  
S/o SH. A.R. BHALLA  
P/O D-75, MAHENDRU  
ENCLAVE,  
DELHI-9.

  
Developer

Director

