

FORM LC -V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT


License No. 98 of 2013

This License has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Sh. Mahender Kumar Gupta S/o Sh. Dayanand Gupta, H. No. 1250, Sector A, Pocket B, Vasant Kunj, New Delhi for setting up of a COMMERCIAL COLONY on the land measuring 3.075 acres in the revenue estate of village Hayatpur, Sector 95A, Gurgaon.

1. The particulars of the land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director General, Town & Country Planning, Haryana.
2. The License granted is subject to the following conditions:
 - a) That the Commercial Colony area is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
 - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
 - c) That the development/construction cost of 24 mtrs. wide road/major internal road is not included in the EDC rates and that you will pay the proportionate cost for acquisition of land, if any, along with 24 mtrs. wide road/major internal road as and when finalized and demanded by the Director, Town & Country Planning Haryana.
 - d) That you shall construct the portion of 12 mtrs. wide service road and 24 mtrs wide internal circulation road forming part of licensed area at your own cost and will transfer the same free of cost to the Government.
 - e) That the portion of Sector/Master plan road which shall form part of the licensed area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - f) That the licensee will not give any advertisement for sale of floor area in Commercial Colony before the approval of layout plan/building plan.
 - g) That you will have no objection to the regularization of the boundaries of the license through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding in this regard.
 - h) That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14-09-2006 of Ministry of Environment & Forest, Government of India before starting the development works of the colony.
 - i) That you shall seek approval from the competent authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at site before starting the development works, if required.
 - j) That the developer will use only CFL fittings for internal lighting as well as campus lighting.

- k) That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in your land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the building plan of the project.
- l) That you shall make arrangement for water supply, sewerage, drainage etc, to the satisfaction of the competent authority till the external services are made available from the external infrastructure to be laid by HUDA.
- m) That you shall provide the rain water harvesting system as per Central Ground Water Authority Norms/ Haryana Govt. notification as applicable.
- n) That you shall provide the Solar Water Heating System as per by HAREDA and shall be made operational where applicable before applying for an occupation certificate.
- o) That at the time of booking of the plots/flats/commercial spaces in the licensed colony, if the specified rates of plots/flats/commercial spaces do not include IDC/EDC rates and are to be charged separately as per rates fixed by the Government from the plots/flats/commercial spaces owners, you shall also provide details of calculations per sq. mtrs./per. sq. ft. to the allottee while raising such demand from the plots/flats owners.
- p) That you shall deposit the labour cess, as applicable as per Rules before approval of building plans.
- q) The license is valid up to 08/11/2017.

Dated: The 09/11/2013.
Chandigarh



(Anurag Rastogi)
Director General, Town & Country Planning
Haryana, Chandigarh
Email: tcphry@gmail.com

Endst. No. LC-2799-JE (VA)-2013/ 57538

Dated: 14/11/2013.

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

1. Sh. Mahender Kumar Gupta S/o Sh. Dayanand Gupta, H. No. 1250, Sector A, Pocket B, Vasant Kunj, New Delhi alongwith a copy of agreement, LC-IV B, Bilateral agreement & zoning plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurgaon.
9. Chief Engineer, HUDA, Gurgaon.
10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
11. Land Acquisition Officer, Gurgaon.
12. Senior Town Planner, Gurgaon alongwith zoning plan.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurgaon along with a copy of agreement and zoning plan.
15. Chief Accounts Officer O/o DGTCP, Haryana.
16. Accounts Officer, O/o Director General, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.



(P.P. SINGH)
District Town Planner (HQ)
For Director General, Town & Country Planning
Haryana Chandigarh

To be read with Licence No. 98 of 2013/9 11
2013

Detail of land owned by Mahender Kumar Gupta S/o Dayanand Gupta,
District Gurgaon

<u>Village</u>	<u>Rect. No.</u>	<u>Killa No.</u>	<u>Area</u>
			K-M
Hayatpur	10	11	7-18
		20	7-0
	11	15	1-18
	10	2/1	2-16
		10	5-0

Total 24-12 or 3.075 acres


Director General
Town and Country Planning,
Haryana, Chandigarh
Chhokar

Directorate of Town & Country Planning, Haryana

SCO-71-75, 2nd Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349
Web site tcpharyana.gov.in - e-mail: tcpharyana6@gmail.com

Regd.

To

Sh. Mahender Kumar Gupta S/o Sh. Dayanand Gupta,
H.No. 1250, Sector A, Pocket B, Vasant Kunj,
New Delhi.

Memo No:-LC-2799-PA(SN)-2018/ 7900

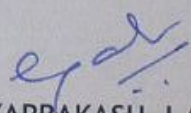
Dated: 06-03-2018

Subject: Renewal of Licence no. 98 of 2013 dated 09.11.2013 granted for setting up Commercial colony over an area measuring 3.075 acres in Sector 95A, Gurugram Manesar Urban Complex.

Reference: Your application dated 08.11.2017 on the subject cited above.

1. Licence No. 98 of 2013 dated 09.11.2013 granted for setting up Commercial Colony over an area measuring 3.075 acres in Sector 95A, GMUC is hereby renewed up to 08.11.2019 on the same terms and conditions laid down therein
2. It is further clarified that this renewal will not tantamount to certification of your satisfactory performance entitling you for renewal of licence of further period.
3. The applicant company shall revalidate the bank guarantee on account of IDW one month before its expiry.
4. The applicant company shall get the licence renewed till final completion of the colony is granted

The renewal of licence will be void-ab-initio, if any of the conditions mentioned above are not complied with.


(T.L. SATYAPRAKASH, I.A.S)
DIRECTOR GENERAL, Town & Country Planning
Haryana, Chandigarh

Endst no: LC-2799/PA(SN)/2018/

Dated:

- A copy is forwarded to following for information and further necessary action.
1. Chief Administrator, HUDA, Panchkula.
 2. Chief Engineer, HUDA, Panchkula.
 3. Chief Account officer of this Directorate.
 4. Senior Town Planner, Gurugram.
 5. District Town Planner, Gurugram.
 6. Nodal Officer (website) for updation on website.

/

District Town Planner (HQ)
For: Director General, Town & Country Planning
Haryana, Chandigarh



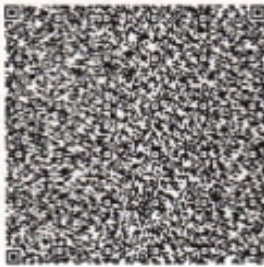
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL34984052848119M
 Certificate Issued Date : 19-Mar-2014 12:52 PM
 Account Reference : IMPACC (IV)/ dl930703/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL93070367285572423773M
 Purchased by : M K GUPTA
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : M K GUPTA
 Second Party : Not Applicable
 Stamp Duty Paid By : M K GUPTA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

COLLABORATION AGREEMENT

This agreement is made at New Delhi on this 30th day of March , 2014

BY & BETWEEN

Mr. Mahender Kumar Gupta S/o Shri Dayanand Gupta R/o House No. 1250, Sector - A, Pocket B, Vasant Kunj, New Delhi [hereinafter referred to as the OWNER (which expression shall mean and include his legal heirs, successors, transferees, nominees and permitted assignees)] of the First Part;

AND

ATTESTED

ISHWAR SINGH SANGWAN
ADVOCATE
29/3/15



Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

M/s KPKD Buildtech Pvt. Ltd., a company incorporated and legally existing under The Companies Act, 1956, with its registered office at A-8 Paryavaran Complex, IGNOU Road, New Delhi 110030, through one of its Directors, Mr. Vikas Gupta, who has been duly authorized and empowered to execute this agreement wide board resolution dated 1st March 2014 (attested copy of the resolution is annexed hereto as Annexure-A) [herein after called the Developer which expression shall mean and include its executors, administrators, successors in business, representatives, nominees and permitted assignees] of the Second Part.

(Hereinafter First Party and Second Party are collectively referred to as "Parties" and individually as "Party" as the context demand).

WHEREAS the Owner is in possession and the owner of a plot of land measuring 3.075 acres falling in revenue estate of village Hayatpur, Sector-95 A, Gurgaon, Dist. Gurgaon, Haryana as detailed in the FIRST SCHEDULE (hereinafter referred to as "plot of land").

AND WHEREAS the Owner had applied for and has been granted License No. 98 of 2013 by the Town and Country Planning Department, Haryana Government, under the provisions of The Haryana Development and Regulations of Urban Areas Act, 1976 and Rules, 1976. The said License is for setting up of a Commercial Colony on the plot of 3.075 acres.

AND WHEREAS consequent to the Owner being granted License No. 98 of 2013, he has entered into agreements dated 9.11.2013 with the Government of Haryana in terms of Rule 11 of The Haryana Development and Regulations of Urban Areas Rules, 1976.

AND WHEREAS the Owner has also applied for approval of layout plan/building plan for commencing construction of a Commercial Colony and is confident that the same shall be shortly granted by the Town and Country Planning Department, Haryana.

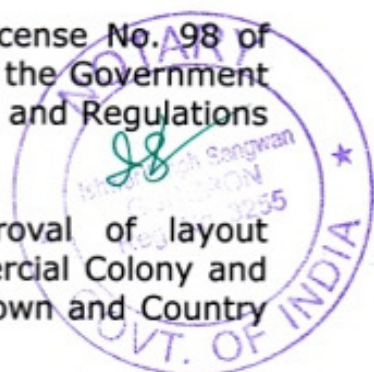
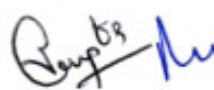
AND WHEREAS the Developer is engaged in the business of Construction, Development, Promotion and Sale of Commercial Buildings and is a registered Pvt. Ltd. Company with Registration No. U45400DL2013PTC256002 and Pan No. AAFCK2669F. The Owner is having a share holding of 28% in the Developer while the remaining share holders are Mrs. Nirmal Gupta (24%), Mr. Vikas Gupta (24%) and Mr. Nishant Gupta (24%).

AND WHEREAS the Developer has the capacity to develop and construct the abovesaid plot of land into a Commercial Colony in terms of License No. 98 of 2013 with complete technical knowhow, financial capacity, managerial skill and administrative control to carry out development work on the said plot of land.



ATTESTED

ISHWAR SINGH
ADVOCATE
DIST. GURGAON, HARYANA



AND WHEREAS the Owner is interested in entering into a Collaboration Agreement with the Developer for development, construction and sale of the Commercial Colony in terms of License No. 98 of 2013.

AND Whereas in consideration of the premises, covenants, mutual representations and warranties of the Owner and the Developer, the parties to this agreement, have agreed to enter into this collaboration agreement, subject to the terms and conditions contained herein.


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. That the Developer agrees to construct a Commercial Colony in terms of License No. 98 of 2013 and the layout plan/building plan to be sanctioned at its own cost and expenses and with its own resources on the said plot of land.

For sake of clarity it is reiterated that the Developer shall bear the entire cost towards construction of the aforesaid Commercial Colony which inclusive of but limited to the costs/fee/charges/expenses on account of obtaining any future licenses/approvals/consents, electricity and water supply, power backup, common amenities, lifts, fire fighting equipments, alarm system, rain water harvesting, landscape etc.

2. That ownership of plot of land measuring 3.075 acres, License No. 98 of 2013 and subsequent approved layout plan/building plan to be granted by the Town and Country Planning Department, Haryana shall remain in the name of the Owner.
3. That for the purposes of carrying out construction and sale of the Commercial Colony, the Developer shall strictly comply and confirmed to the terms of License No. 98 of 2013 and the terms of the approved layout plan/building plan as granted by the Town and Country Planning Department, Haryana.
4. That from the date of signing of the present Collaboration Agreement all expenses, costs, fees and charges to be incurred on account of Development and Sale of the Commercial Colony and in relation to License No. 98 of 2013 including but not limited to future licenses/approvals/consents shall be solely incurred by the Developer and the Owner shall not be liable for the same except in the circumstances mentioned hereinafter.



ATTESTED

ISHWAR KUMAR SANGHWA
ADVOCATE, SUPPLY
DIST. GURGAON



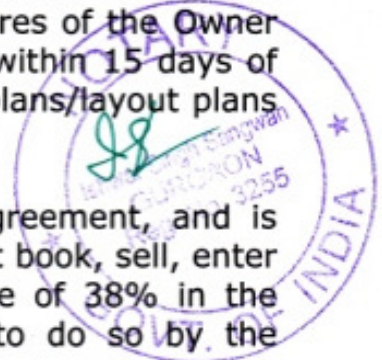
5. In consideration and compensation for the land being contributed by the Owner, the License No. 98 of 2013 and the approved layout plan / building plan being contributed by the Owner, he shall be paid a sum of Rs.9 Crores as an Interest Free Security Deposit (IFSD) on or before 2nd April 2015 or on any future date to be mutually decided by the parties and the said sum shall remain with the Owner till 30th December 2017. The IFSD shall remain with the Owner without the Developer having any charge or interest in the same subject to the same being returned by the Owner. As and when the share of the owner will be handed over which would be complete in all respects then only the developer will be entitled for the refund of security as mentioned above.
6. That in further consideration of the Owner agreeing to give the said plot of land for construction of the Commercial Colony, the parties herein agree that the Owner shall get 38% of the super built up saleable area calculated on the basis of FAR available for the said plot of land alongwith proportionate share in the aforesaid plot of land underneath of the said Commercial Colony and the Developer shall get a share of 62% of the super built up saleable area calculated on the basis of FAR available for the said plot of land alongwith proportionate share in the aforesaid plot of land underneath of the said Commercial Colony.
7. That the Parties herein agree that the Owner's and the Developer's share as mentioned in para 7 above shall be determined and divided as per the mutual agreement and proportionately spread all over the total super built up saleable area or in separate independent blocks so constructed on the aforesaid plot of land. The said shares of the Owner and the Developer shall be identified and demarcated within 15 days of the Owner providing a copy of the approved building plans/layout plans which had been submitted to the Authorities concerned.
8. It is agreed by and between the Parties to this Agreement, and is reiterated for sake of clarity that the Developer shall not book, sell, enter any agreement etc. with regard to the Owner's share of 38% in the aforesaid Commercial Colony unless requested upon to do so by the Owner.

That the provisions of the Haryana Apartment Ownership Act, shall be observed by both the Parties.

9. That it is agreed by and between the Owner and the Developer that the Developer shall have a right to mortgage, encumber or create charge upon the aforesaid plot of land. The Developer shall avail the facility of loan for constructing the Commercial Colony however, it shall be the exclusive responsibility of the Developer to arrange for guarantee and repayment of loan.

ATTESTED
[Signature]
ISHWAR SINGH SINGHAN
ADVOCATE & NOTARY
DIST. GORGON, HARYANA

[Signature]



[Signature]

10. That the Parties to this Agreement agree that the legal possession of the aforesaid plot of land shall remain with the Owner until the same is transferred in terms herein. However, the physical possession shall be deemed to have been handed over to the Developer upon the signing of the present agreement and on the receipt of the approved layout/building plans, whichever is earlier. The Owner shall have no objection to free ingress and outgress from the plot of land to the servants, employees, contractors, sub-contractors, consultants of the Developer and all or any persons who are necessary in connection with the carrying out of the development and construction of the Group Housing under this Agreement.

11. It is agreed by and between the Parties to this Agreement that should the Developer wish to obtain the additional FAR pertaining to the aforesaid plot of land (which may be acquired for the purposes of sector road or any other purpose), this additional FAR on account of the said acquired land shall also be divided between the owner and the Developer in the proportion of 38% and 62% respectively. However, the Developer shall bear all the costs and expense for getting this additional FAR and the Owner shall be responsible for any other costs thereon as may be required.


12. That immediately on signing of this agreement, the Owner agrees to execute an irrevocable registered Special Power of Attorney in favour of the Developer for the purpose of development and construction of the said Commercial Colony and for taking any steps for development and sale of the Commercial Colony.

13. That the Owner shall also execute an irrevocable registered General Power of Attorney in favour of the Developer herein (hereinafter referred to as the "GPA") enabling the Developer to allot/sell flats/units in its portion of 62% in the aforesaid Commercial Colony provided the Developer has demarcated the Owner's share of 38% in the aforesaid Commercial Colony on the basis of the approved plans as agreed herein. The form of the aforesaid GPA is appended hereto as "Annexure-B".

14. That the Developer and Owner have agreed upon the basic specifications, design, materials of construction, etc. pertaining to the buildings/commercial colony to be built by the Developer on the aforesaid plot of land, which shall be as per specifications which are enclosed as "Annexure - C".

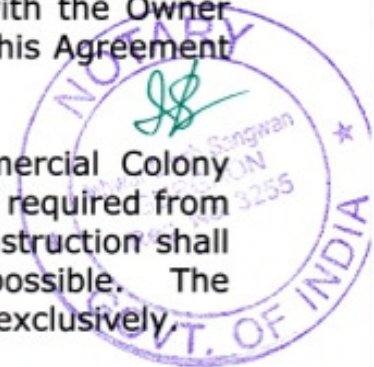
15. All open spaces, terraces, basements, shops/ Commercial sites, common amenities, car parking space etc. shall also be shared in the above ratio. The Developer shall get the proportionate share of the aforesaid plot of land towards its share in the Commercial Colony.



ATTESTED

ISHVAR SINGH SANGHVI
ADVOCATE
DISTT. BURGAWN



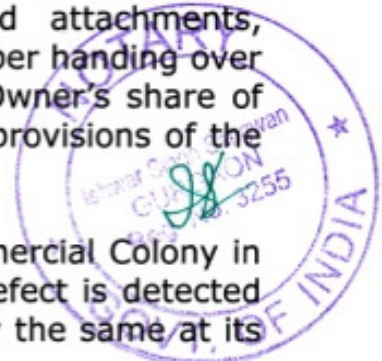
16. That the Owner and Developer shall be at liberty to book, allot or enter into agreement of sales lease in whole or in part of their respective shares i.e. 38% and 62% which are to fall upon them after obtaining of approved plans and demarcation of Owner's share in terms of these presents. However, Developer shall not hand over the possession of its share of 62% to its buyers unless the Owner's share of 38% in the aforesaid Commercial Colony is handed over to him.
17. That it is hereby agreed by the Owner and the Developer that they shall directly meet requirements of the provisions of Income Tax Act as may be applicable, in proportion to their share in the built up area hereinabove mentioned, of the said Commercial Colony.
18. That terms of all documents i.e. Flat Buyer's Agreement, possession documents, maintenance documents, conveyance deed, the agreement with the prospective purchasers of the flats or the lease rent agreements etc. shall be settled by the Developer after consultation with the Owner and the same format shall be adhered by both Parties to this Agreement in their proportions of the aforesaid Commercial Colony.
19. That the Developer shall start construction of the Commercial Colony after the receipt of all permissions sanctions and approvals required from the concerned authorities for the said purpose and the construction shall be completed within the earliest time frame possible. The building/construction work will be insured by the developer exclusively.
20. That all costs and expenses pertaining to obtaining all requisite permissions from various authorities i.e. HUDA, Fire Department, DTCP (Director Town and Country Planning), Environment Authorities, Airport Authority, Haryana Govt. or UOI connected with sanctioning and completion of the Commercial Colony shall be borne and will be the liability of the Developer herein.
21. That the building to be constructed on the said plot of land and the plans in respect thereto shall be in accordance with the floor area ratio (FAR) prescribed by the Haryana Government and would be for the maximum permissible covered area, and the FAR achieved shall be divided between the Owner and the Developer in proportion of 38% and 62% respectively. However, should there be any subsequent increase in the permissible FAR, the same shall also be shared by and between the Owner and the Developer in proportion of 38% and 62% respectively.



ATTESTED
Ishwar
-6-
ISHWAR SINGH SANGWAN
ADVOCATE & NOTARY
DIST. GURGAON HARYANA INDIA
27/3/15



22. That the Developer shall bear the entire costs, fees, charges, expenses etc. for the license & construction of the Commercial Colony, its internal services viz: electricity, water supply, street lights, sewerage, drainage, plantation, common services, common facilities, lifts, stair case, fire fighting, rain water harvesting, landscaping, stand by electricity supply mandatory by Haryana Govt., parking space etc. as per National Building Code and rules and regulations framed by DTCP, Haryana Govt. or any other respective statutory authority.
23. The Developer further agrees that if any changes, additions, alterations, rectifications or the like are necessary for obtaining Occupancy and Completion certificates the said additions, alterations, rectifications, etc will be carried out by the Developer at its cost and to the satisfaction of the authorities so that Occupancy & Completion certificate is granted by the competent authorities without any delay.
24. The Owner hereby confirms that the Developer's share i.e. 62% in the plot of land will be passed on to the Developer after completion of construction free from all encumbrances, liens, and attachments, whatsoever, which shall be simultaneous with the Developer handing over the constructed super built up marketable area of the Owner's share of 38% in the aforesaid Commercial Colony subject to the provisions of the Haryana Apartment Ownership Act.
25. That the Developer hereby undertake to build the Commercial Colony in conformity with the existing laws and rules and if any defect is detected at any subsequent stage then the Developer shall rectify the same at its own cost.
26. The Owner's portion and the Developer's portion of the basements and terrace shall be divided in the ratio of share of the Owner and Developer respectively. The car parking space will also be divided in the same manner and in the same ratio.
27. That the aforesaid Commercial Colony shall be maintained by the Developer or its nominee till the maintenance is taken over by the flat owners society formed under the Haryana Apartment Ownership Act and the flat owners shall be liable to pay proportionate maintenance charges from the date of Occupation Certificate.
28. The Parties to this agreement agree that the Developer shall keep the Owner informed about the developments and progress made on the aforesaid Commercial Colony. This constant flow of information from Developer to the Owner shall enable the Owner to plan about disposal of his proportion in the aforesaid Commercial Colony.

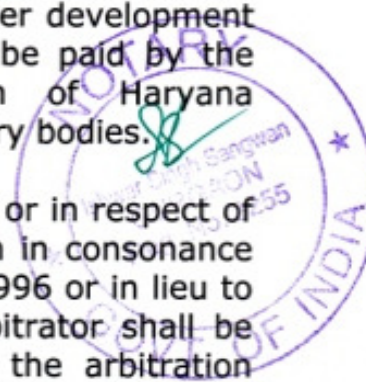


ATTESTED
[Signature]
ISHWAR SINGH SANGHIAN
ADVOCATE & NOTARY
11STT, GURGAON (Haryana) India
27/11/15

[Signature]



29. That it is clearly agreed and understood by and between the Parties that neither Party will violate or cause violation of any of the terms of this agreement through their agents, employees or servants.
30. That post execution of this agreement, the development expenses/ licenses fees/ zoning fees or any other taxes of the Haryana Government or any other authority shall be borne by the Developer. Any taxes pertaining to the period prior to the execution of this Agreement, payable to any agency on account of plot of land only shall be borne by the Owner.
31. The Owner / Developer shall take all necessary clearances, if required, from the Income Tax Department and shall provide each other assistance and sign necessary documents for taking clearance from Income Tax Department.
32. That the Parties hereby confirm and declare that post execution of this agreement the entire EDC, IDC, administrative costs, other development charges etc. as applicable to the said plot of land will be paid by the Developer exclusively to the complete satisfaction of Haryana Government, its authorities, corporation and other statutory bodies.
33. In the event of any dispute arising out of or in relation to or in respect of this Agreement the same shall be referred for arbitration in consonance with the provisions of the Arbitration & Conciliation Act, 1996 or in lieu to any other enactment in force. The decision of such Arbitrator shall be binding upon the Parties. The Arbitrator shall conduct the arbitration proceedings in English and the seat of arbitration shall be at Delhi.
34. The law applicable to this Agreement shall be the laws in force in India. The Court at Delhi shall have the exclusive jurisdiction over any dispute between the parties.
35. This Agreement may be amended or modified at any time by the Parties hereto, but only by an instrument in writing signed on behalf of each of the Parties hereto. Any waiver on the part of a Party hereto shall be valid only if set forth in a written instrument signed on behalf of such Party. Any delay by either Party in exercising, or any failure to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. That this Agreement shall not be frustrated because of any denial or change in the policy of Government and in such case the said plot of land would be utilized by the Parties to their best advantage on terms to be decided there upon.



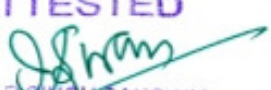
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Ishwa Singh Sangwan
ISHWA SINGH SANGWAN
ADVOCATE & ARBITRATOR
DIST. GURGAON (Haryana) INDIA
27/3/15



36. The Parties herein agree that the entire project of the aforesaid Commercial Colony is being executed by the Developer at its own risk & cost, which shall include but is not limited to the risks and costs on account of quality of material used towards construction, accidents on or outside construction site, labour disputes, legal & financial disputes, etc. (hereinafter referred to as the "Risks & Costs"). All Risks and Costs involved in the execution of the aforesaid Commercial Colony or in fulfillment of the obligations as conceived herein by this Agreement shall be borne and fulfilled by the Developer with exclusion of the Owner herein, and the Developer shall execute an Indemnity Bond in favour of the Owner to keep him indemnified on account of any loss, damage, costs, etc., suffered by the Owner on account of the risks & costs herein. The form of the Indemnity form, to be executed by the Developer in favour of the Owner shall be in the form as appended hereto as "Annexure - D" hereto.
37. This Agreement including the recitals and the annexure hereto constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report (s), project report(s), agreement(s), negotiations, discussion(s), representation(s), promise(s) or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The recitals and the annexure(s) appended to this Agreement shall form an integral part of this Agreement.
38. It is agreed by and between the Parties to this Agreement that time shall be the essence of this Agreement in so far as it relates to the observance or performance by any of the Parties of any of their obligations under this Agreement.
39. This agreement is being executed in duplicate and signed on all pages, each copy of which shall be deemed as an original, which shall constitute one and the same instrument and agreement.



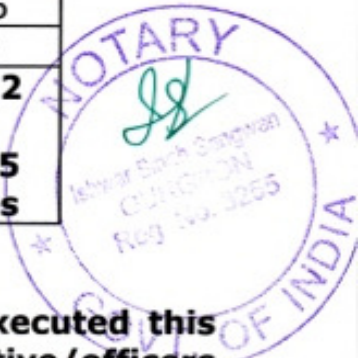
ATTESTED

ISHWAR SINGH SANGWAN
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India
22/3/15



FIRST SCHEDULE

The First Schedule, hereinabove referred to describes and defines the area with respect to the 3.075 acres of the aforesaid plot of land, owned by Mr. Mahender Kumar Gupta, son of Shri. Dayanand Gupta residing at House No. 1250, Sector - A, Pocket B, Vasant Kunj, New Delhi. The details of the aforesaid plot of land is as given hereunder:

Village	Rectangle No.	Killa No.	Total Area in Kanal & Marla
Hayatpur	10	11	7-18
		20	7-0
	11	15	1-18
	10	2/1	2-16
		10	5-0
Total			24-12 or 3.075 Acres



IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representative/officers effective as of the date, month and year first above mentioned.

Mr. Mahender Kumar Gupta
S/o Dayanand Gupta
(OWNER)

For and on behalf of
M/s KPDK Buildtech Pvt. Ltd.
(DEVELOPER)

Witness:

Authorized Signatory

Name: **NISHANT GUPTA**

Designation: **DIRECTOR**

VIKAS GUPTA
DIRECTOR



a) Name: **ROHIT GUPTA**
Address: **J-703, NEEL PADAMKUNJ, SEC-1, VAISHALI, GHAZIABAD**
Occupation: **MANAGER**

b) Name: **KAMAL UPADHAY (Kam)**
Address: **A-310/A, DURGA VIHAR, NEAR SAINIK FARM (EAST), NID-62**
Occupation: **PA of SHRI M.K. GUPTA**

ATTESTED

ISHWAR SINGH SANGWAN
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

"ANNEXURE – C"

LOCATION	RETAIL AREAS	SERVICED SUITES
LIVING AREAS	N.A.	Floors:Vitrified Tiles
		Walls:Oil Bound Distemper
		Ceilings:Oil Bound Distemper
		Fixtures:Sofa-Set, Cofee Table, Split A/C (combined with Bedroom area) Open Dining Counter with Seating.
BEDROOM AREAS	N.A.	Floors:Laminated Wooden Flooring
		Walls:Oil Bound Distemper
		Ceilings:Oil Bound Distemper
KITCHENETTE	N.A.	Floors:Vitrified Tiles
		Walls:Oil Bound Distemper
		Ceilings:Oil Bound Distemper
BALCONY	N.A.	Floors:Anti-Skid Ceramic Tiles
		Walls:Exterior Paint in Texture
		Ceilings:Texture Paint
BATHROOMS & TOILETS	Floors:Anti-Skid Ceramic Tiles	Floors:Anti-Skid Ceramic Tiles
	Walls:Combination of Ceramic Tiles & Oil Bound Distemper	Walls:Combination of Ceramic Tiles & Oil Bound Distemper
	Ceilings:Oil Bound Distemper	Ceilings:Oil Bound Distemper
	Fixtures:Single Lever CP Fittings, Water Conservatory Fittings, Vitreous Chinaware Fixtures, Accessories	
ENTRANCE & LIFT LOBBY & CORRIDORS	Floors:Marble / Anti skid Tiles / Granite	
	Walls:Granite and Texture Paint	
	Ceilings:Oil Bound Distemper	
	Fixtures:Ambience Furniture	
STAIRCASE / LOBBY	Floors:Granite / Kota	
	Walls:Granite and Texture Paint	
	Ceilings:Oil Bound Distemper	
STRUCTURE	Earthquake Resistant RCC Structure	
PARKING	Multi-Level Basement Parking with Direct Access Lifts to Retail Areas & Suites	
ELECTRICAL	Tenant Dual Metering	
LIFE SAFETY	Fire Alarm & Fire Fighting System	
SECURITY	Access Control & CCTV	
HVAC	Air Conditioning Provisions, Ventilation of Toilets and Corridors, Ambient Cooling for Open areas & Terraces	
ENVIRONMENTAL	Solar Heating, Photo-Voltaic Lighting, Water Treatment Plant, Sewage Treatment Plant with 100% Recycling System	
BACKUP	100% DG Power Backup, 1.5 Days Total Water Storage Backup	

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ATTESTED

[Handwritten signature]
 SHWARI SINGH SANGWAN
 ADVOCATE & NOTARY
 WEBSITE: GUJGATEWAY (Gurgaon) India

29/3/15



KPK BUILDTECH PVT. LTD.

2nd Floor, A-8 Paryavaran Complex,
IGNOU Road, New Delhi 110030, India

BOARD RESOLUTION

We hereby certify that the following Resolution of the Board of Directors of **KPK Buildtech Private Limited**, was passed at a meeting of the Board held on the **1st March, 2014** and has been duly recorded in the minute book of the said company.

1. That VIKAS GUPTA (DIRECTOR) is hereby authorized and empowered to execute the Collaborative Agreement with Mr. Mahender Kumar Gupta for Joint Development of the 3.075 Acres Commercial Colony, in possession of Mr. Mahender Kumar Gupta.
2. That VIKAS GUPTA is hereby authorized and empowered to execute any Agreement ancillary to the development of the aforementioned 3.075 Acres Commercial Colony.
3. That these resolutions be communicated to all concerned and shall remain in force until duly rescinded and notice given thereof in writing.

For KPK BUILDTECH PRIVATE LIMITED

(Authorised Signatory)

For **KPK BUILDTECH PVT. LTD.**

Director

For **KPK BUILDTECH PVT. LTD.**

Director



For **KPK BUILDTECH PVT. LTD.**

Director

ATTESTED

ISHWAR SINGH SANGWAN
ADVOCATE & NOTARY
115/17, GURGAON (Haryana) India



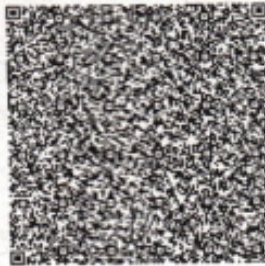
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL92669375710988M
Certificate Issued Date	: 13-Aug-2014 06:11 PM
Account Reference	: IMPACC (IV)/ dl707503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL70750382644545261367M
Purchased by	: KPDK BUILDTECH PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KPDK BUILDTECH PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: KPDK BUILDTECH PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

ADDENDUM TO COLLABORATION AGREEMENT

This agreement is made at New Delhi on this day of 7th September, 2014

BY & BETWEEN

Mr. Mahender Kumar Gupta S/o Shri Dayanand Gupta R/o House No. 1250, Sector - A, Pocket B, Vasant Kunj, New Delhi [hereinafter referred to as the OWNER (which expression shall mean and include his legal heirs, successors, transferees, nominees and permitted assignees)] of the First Part;

AND

ATTESTED

ISHWAR SINGH SANGWAN
ADVOCATE & NOTARY
NSI, Gurgaon (Haryana) India



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

29/9/15

M/s KPDK Buildtech Pvt. Ltd., a company incorporated and legally existing under The Companies Act, 1956, with its registered office at A-8 Paryavaran Complex, IGNOU Road, New Delhi 110030, through one of its Directors, Mr. Vikas Gupta, who has been duly authorized and empowered to execute this agreement wide board resolution dated 1st March 2014 (attested copy of the resolution is annexed hereto as Annexure-A) [herein after called "the Developer" which expression shall mean and include its executors, administrators, successors in business, representatives, nominees and permitted assignees] of the Second Part.

(Hereinafter First Party and Second Party are collectively referred to as "Parties" and individually as "Party" as the context demand).

WHEREAS the Owner had applied for and has been granted License No. 98 of 2013 by the Town and Country Planning Department, Haryana Government, under the provisions of The Haryana Development and Regulations of Urban Areas Act, 1976 and Rules, 1976. The said License is for setting up of a Commercial Colony on the plot of 3.075 acres owned by the owner.

AND WHEREAS consequent to the Owner being granted License No. 98 of 2013, he has entered into agreements dated 9.11.2013 with the Government of Haryana in terms of Rule 11 of The Haryana Development and Regulations of Urban Areas Rules, 1976.

AND WHEREAS the Owner had also applied for approval of layout plan/building plan for commencing construction of a Commercial Colony which was granted by the Town and Country Planning Department, Haryana on 21.04.2014.

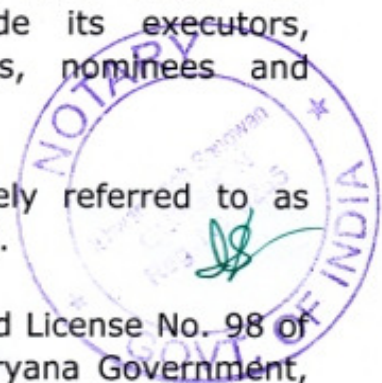
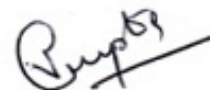
AND WHEREAS the Developer is engaged in the business of Construction, Development, Promotion and Sale of Commercial Buildings and is a registered Pvt. Ltd. Company with Registration No. U45400DL2013PTC256002 and Pan No. AAFCK2669F. The Owner is having a share holding of 28% in the Developer while the remaining share holders are Mrs. Nirmal Gupta (24%), Mr. Vikas Gupta (24%) and Mr. Nishant Gupta (24%).

AND WHEREAS the owner and the developer entered into a Collaboration Agreement dated 30 March, 2014 for setting out terms and conditions in relation to development and construction on the plot of a commercial colony in terms of license No. 98 of 2013. In terms of the Collaboration Agreement the owner was to get Rs. 9 crores as interest free security deposit to be paid before 2.4.2015 and was to remain with him till 30.12.2017. The owner was



ATTESTED

ISHWAR SINGH BANCHHA
ADVOCATE
DIST. GURGAON (Haryana) India



also to get 38% of the super built up saleable area calculated on the basis of FAR available with the developer to get the remaining 62%.

AND WHEREAS both parties agree that they shall abide and follow to the fullest extent possible, the terms and conditions of the license No. 98/2013 which stands issued in the name of the owner.

AND WHEREAS the parties are desirous of making certain changes to the terms and conditions of the Collaboration Agreement dated 30.03.2014 for the purpose of ensuring smooth development and construction of the commercial colony and for the purpose of ensuring that the owner is kept completely absolved and indemnified from all liabilities, present past or future in relation to the development and construction to be carried out by the developer.

AND WHEREAS except for the specific changes being made by way of the present addendum agreement, there shall be no change in the clauses relating to the collaboration agreement dated 30.03.2014. This addendum agreement shall always be read in continuity with the collaboration agreement dated 30.03.2014 and in case of any dispute or ambiguity in relation to interpretation of the clauses of the two agreements, the clauses in relation to the addendum agreement shall prevail. Clauses not mentioned in this agreement but mentioned in the collaboration agreement dated 30.03.2014 shall equally be followed and shall prevail as well.

AND Whereas in consideration of the premises, covenants, mutual representations and warranties of the Owner and the Developer, the parties to this agreement, have agreed to enter into this addendum agreement, subject to the terms and conditions contained herein.

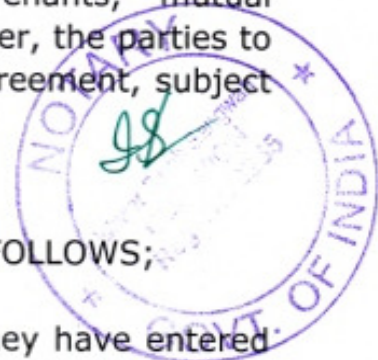
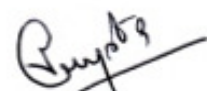
NOW THIS ADDENDUM AGREEMENT WITNESSETH AS FOLLOWS;

1. That at the outset the parties endorse and admit that they have entered into a collaboration agreement dated 30.03.2014 which is still valid and existing and which has not been rescinded, revoked or cancelled by either of the parties. It is however clarified that execution of the collaboration agreement and the present addendum does not amount to sale of the land admeasuring 3.075 acres which is the subject matter of both the agreements and license No. 98 of 2013 and the approved layout plan/building plan by the owner in favour of the developer.



ATTESTED

ISHWAR SINGH SIKHAN
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India



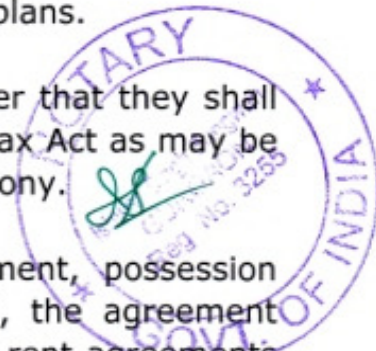
6. That the Owner shall also execute an irrevocable registered General Power of Attorney in favour of the Developer herein (hereinafter referred to as the "GPA") enabling the Developer to allot/sell/lease flats/units, all open spaces, terraces, basements, shops/ Commercial sites, common amenities, car parking space etc. in the aforesaid Commercial Colony as per the agreed terms. The form of the aforesaid GPA is appended hereto as "Annexure-B". The owner shall be a party to all sale deed transactions with future buyers in his capacity as the owner/seller or the person who is confirming the transactions. For this purpose the owner by way of a separate power of attorney may authorize any person to do this act(s) on his behalf.
7. That the Developer shall be at liberty to book, allot or enter into agreement of sales, lease in whole or in part and sell any portion of the proposed commercial colony after obtaining of approved plans.
8. That it is hereby agreed by the Owner and the Developer that they shall directly meet requirements of the provisions of Income Tax Act as may be applicable to them, in relation to the said Commercial Colony.
9. That terms of all documents i.e. Flat Buyer's Agreement, possession documents, maintenance documents, conveyance deed, the agreement with the prospective purchasers of the flats or the lease rent agreements etc. shall be settled by the Developer after consultation with the Owner.
10. That the building to be constructed on the said plot of land and the plans in respect thereto shall be in accordance with the floor area ratio (FAR) prescribed by the Haryana Government and would be for the maximum permissible covered area. The developer shall also be entitled to apply for, obtain and implement additional FAR in case the same is made available by the Haryana Government at any future day. All terms and conditions as mentioned hereinabove shall apply to the additional FAR.
11. That subject to issuance of the share capital the Owner hereby confirms that the owner shall be left with no share in the super built up saleable area and the developer shall have full right to deal with and manage the super built up saleable area calculated on the basis of FAR available for the said plot of land alongwith proportionate share in the aforesaid plot of land underneath of the said commercial colony. That the Developer hereby undertake to build the Commercial Colony in conformity with the



ATTESTED
ISHWAR SINGH SAINI
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India


27/3/15

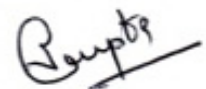
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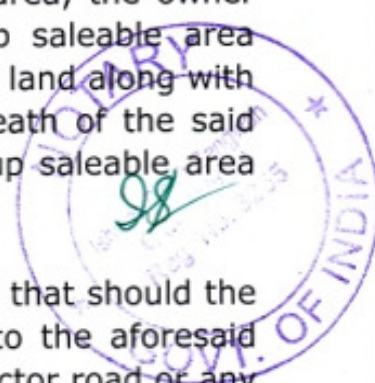


2. That in consideration and compensation for the license No. 98 of 2013 and the approved layout plan/building plan being contributed by the owner he shall be issued equity share capital of the developer company of the value of Rs. 10,27,49,230/- (Rupees Ten Crores Twenty Seven Lakhs Forty Nine Thousand Two hundred and Thirty Only). The developer submits that it has unsubscribed shares available for allotment or shall correspondingly increase its share capital to ensure that the owner is issued equity share holding of the value of Rs. Rs. 10,27,49,230/- which would then give him a share holding of 102,74,923 No. of shares which would give him a total share holding of 103,00,923 shares.
3. That on the plot of land the permissible FAR as per HUDA is 201265.8 sq. ft. The developer shall be entitled to sell the said FAR (or any increased amount of FAR subject to change in HUDA's policies) and out of the sale proceeds received at the time of final sale and handing over of possession to the buyers, the developer shall ensure that the owner is paid a sum calculated at Rs. 270/- per sq. ft. on the permissible FAR area as per HUDA to the owner, but this amount shall be paid only after all loans taken against the land or the project are first cleared.
4. That as a consequence of this addendum agreement and in view of the issuance of shares valued at Rs. 10,27,49,230/-, and in view of the proposed payment @ of Rs. 270/- against sale of FAR area, the owner shall not be entitled to get 38% of the super built up saleable area calculated on the basis of FAR available for the said plot of land along with proportionate share in the aforesaid plot of land underneath of the said commercial colony and the full 100% of the super built up saleable area shall remain with the developer only.
5. It is agreed by and between the Parties to this Agreement that should the Developer wish to obtain the additional FAR pertaining to the aforesaid plot of land (which may be acquired for the purposes of sector road or any other purpose), this additional FAR on account of the said acquired land shall also be kept 100% by the developer. However, the Developer shall bear all the costs and expense for getting this additional FAR and the Owner shall not be responsible for any other costs thereon as may be required. At the time of sale of the increased FAR, the developer shall pay the owner at the rate fixed hereinabove.



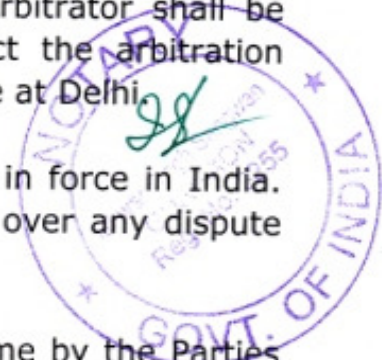
ATTESTED

ISHWAR SANGH SANGWAN
ADVOCATE
11ST, GURGAON (Haryana) India
27/3/15





existing laws and rules and if any defect is detected at any subsequent stage then the Developer shall rectify the same at its own cost.

12. That the aforesaid Commercial Colony shall be maintained by the Developer or its nominee till the maintenance is taken over by the flat owners society formed under the Haryana Apartment Ownership Act and the flat owners shall be liable to pay proportionate maintenance charges from the date of Occupation Certificate.
13. The Parties to this agreement agree that the Developer shall keep the Owner informed about the developments and progress made on the aforesaid Commercial Colony. The owner and developer will ensure that the terms and conditions of license No. 98/2013 are met and strictly complied with and it shall be the owner's responsibility to ensure compliance by the developer of the terms of the said license.
14. That it is clearly agreed and understood by and between the Parties that neither Party will violate or cause violation of any of the terms of this agreement through their agents, employees or servants.
15. In the event of any dispute arising out of or in relation to or in respect of this Agreement the same shall be referred for arbitration in consonance with the provisions of the Arbitration & Conciliation Act, 1996 or in lieu to any other enactment in force. The decision of such Arbitrator shall be binding upon the Parties. The Arbitrator shall conduct the arbitration proceedings in English and the seat of arbitration shall be at Delhi.
16. The law applicable to this Agreement shall be the laws in force in India. The Court at Delhi shall have the exclusive jurisdiction over any dispute between the parties.
17. This Agreement may be amended or modified at any time by the Parties hereto, but only by an instrument in writing signed on behalf of each of the Parties hereto. Any waiver on the part of a Party hereto shall be valid only if set forth in a written instrument signed on behalf of such Party. Any delay by either Party in exercising, or any failure to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies.




ATTESTED
J. Ghuman
ISHVAR SINGH SANGHVI
ADVOCATE & BARRISTER
DIST. GURGAON (Haryana) India
27/3/15

18. The Collaboration Agreement dated 30.03.2014 and this addendum agreement including the recitals and the annexure hereto constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report (s), project report(s), agreement(s), negotiations, discussion(s), representation(s), promise(s) or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The recitals and the annexure(s) appended to this Agreement shall form an integral part of this Agreement.
19. It is agreed by and between the Parties to this Agreement that time shall be the essence of this Agreement in so far as it relates to the observance or performance by any of the Parties of any of their obligations under this Agreement.
20. This agreement is being executed in duplicate and signed on all pages, each copy of which shall be deemed as an original, which shall constitute one and the same instrument and agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representative/officers effective as of the date, month and year first above mentioned.

Mr. Mahender Kumar Gupta
S/o Dayanand Gupta
(OWNER)



Witness:

For and on behalf of
M/s KPDK Buildtech Pvt. Ltd.
(DEVELOPER)



Authorized Signatory
Name: VIKAS GUPTA
Designation: DIRECTOR.



- a) Name: ROHIT GUPTA
Address: J-703, NEELPADAM KUNJ, SEC-1, VAISHALI, GZD-201010
Occupation: MANAGER
- b) Name: SATISH DHAUNDIYAL
Address: J-1/127, DDA, Flats, Kalkaji, New Delhi-110019
Occupation: BUSINESS

ATTESTED

27/3/15
ISHWAR SINGH
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India