

हरियाणा HARYANA

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COLLABORATION AGREEMENT

SELINDIA NONSIDEI CHALZESIES

THIS COLLABORATION AGREEMENT is executed at Gurgaon on this the 05 th day of June, 2013.

BETWEEN

M/s. Leo Agro Private Limited, a Company incorporated and existing under the Companies Act, 1956, having its Registered Office at DD-1, Dhawandeep Building, Jantar Mantar Road, New Delhi-110001, acting through its Authorized Signatory/Director Mr. Rohit Dalal s/o Mr. Jai Prakash Dalal R/o 1809, Sector 17, Gurgaon, Haryana, duly authorized vide a Board Resolution dated 01.03.13 annexed herewith as Annexure –1, to enter into and execute this Agreement and to do all acts, deeds and things incidental thereto (hereinafter referred to as the "Land Owner") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its legal representatives, shareholders, associates, successors, atterneys, nominees and all those claiming through it.

AND

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M/s. Satya Town hips wate Limited, a Company incorporated under the companies Act,

1956, having its Regitered ffice at 34, Babar Lane, Bengali Market, www.b. hi-110001

For LEO AGRO (PYLTD.

For Satya Townships Private Limited

Director

Satya Township But 250 Amount..... Purpose/Use..... 21 MAY 2013 V ANIL KU桥港東 多知時中电路ndor प्रलेख नः 6203 Panchayat Bhawan ढीड सबंधी विवरण Gurgaon (Har con) डीड का नाम AGREEMENT गांव/शहर गोपालपुर तहसील/सब-तहसील गुडगांवा भवन का विवरण सबंधी विवरण कुल स्टाम्प डयूटी की राशि 100.00 रुपये राशि 350,000,000,00 रुपये अर्जिस्ट्रेशन फीस की राशि 15,000.00 रुपये पेस्टिंग शुल्क 2.00 रूपये स्टाम्प की राशि 100.00 रुपये Service Charge: 100.00 रुपये Drafted By: C.L.Arora, Adv. यह प्रलेख आज दिनोंक 05/06/2013 दिन बुघवार समय 1:40:00PM बजे श्री/श्रीमती/कुमारी M/s Leo Agro Pvt Ltd thru Rohit पुत्री पुत्री प्रती श्री श्रीमती वृमारी निवासी DD-1, Dhawandeep Building, Jantar Mantar Road, New Delhi-1 10001 द्वारा पँजीकरण हेतु प्रस्तत किया गया। उप/सर्युक्त पंजीयन अधिकारी हस्ताक्षर् प्रस्तुतकर्ता गुडगांवा of Mis Leo Agro Pvt Ltd thru Rohit Dalal (OTHERS SEAL O उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thrus Manish Agarwal की तर हो। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख को श्रिक्तार है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर को अदा की तथा प्रलेख मे वर्णित अग्रिम अद्भारकी गर्दी के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी S.C.Arora पुत्र/पुत्री/पुत्नी श्री/श्रीमती/कुमारी

नः 1 को हम नम्बरदार/अधिवक्ता के रूप श्मेर

व श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पुत्री श्री/श्रीमव्यक्तिमधि निवासी Adv. Gurgaon

दिनोंंक 05/06/2013

रेप्प्रें सयुँकत पँजीयन अधिकारी गुडगांवा

निवासी Adv. Gurgaon

ने की।

है ल वह साक्षी न:2 की पहचान करता है।

through its Director Sh. Manish Agarwal S/o Sh. Nawal Kishore Agarwal, duly authorized vide Board Resolution dated 01.03.2013 annexed herewith as Annexure — 2, to enter into and rexecute this Agreement and to do all acts, deeds and things incidental thereto (hereinafter called the 'DEVELOPER') which expression shall unless repugnant to the context or meaning therefore thereof be deemed to mean and include its successors, associates, nominees, permitted assigns.

The expression of the term "Land Owner" and 'Developer' shall hereinafter individually be referred to as "Party" and collectively as the "Parties", as the case may be.

WHEREAS the Land Owner has represented & warranted to the Developer that Land Owner is the absolute, legal and lawful owner and in possession of and holds legal rights, title and / or interest in land admeasuring 10.05 acres situate in the revenue estate of Village Gopalpur, Tehsil & District Gurgaon, in the state of Haryana now known as sector 99-A Gurgaon, more specifically described in the schedule of land annexed and marked as Annexure-3 and delineated in color Red in site Plan annexed and marked as Annexure-4 to this Agreement (hereinafter referred to as the "Said Land"),The Land Owner has acquired said Land vide registered Sale Deed(s) Vasika Nos 27080 dated 23.12.2011, 30594 dated 06.02.12, 33553 dated 13.03.12, 1721 dated 24.04.12, 1722 dated 24.04.12 & 35192 dated 28.03.12.

AND WHEREAS the Land Owner has desired and approached the Developer to develop the Said Land and entire project thereon as Residential Group Housing Colony including but not limited to Economically Weaker Sections Segment "EWS" or as may be permitted by the competent authorities at the cost and expenses of the Developer (hereinafter referred to as the Said Project).

AND WHEREAS the Developer and its associate companies are carrying on the business of development of the estate and has the necessary construct and develop the said Lancas per the terms of this Agreement.

For Satya Townships Private Limited

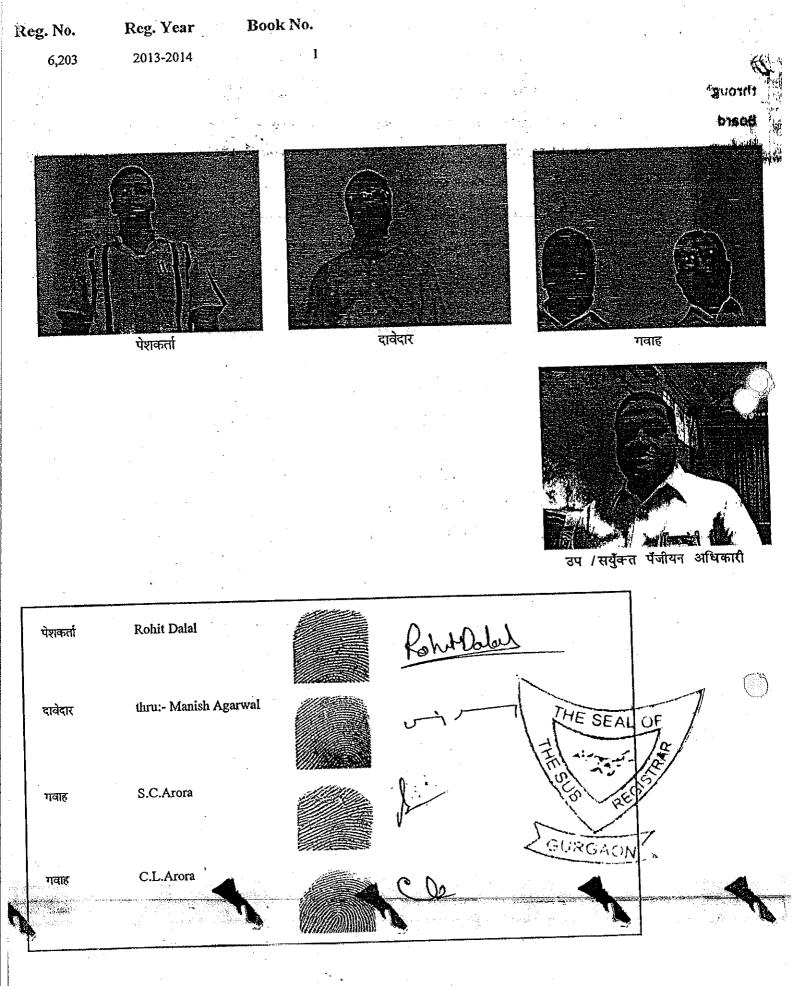
For LES AGRO (P) LTD.

and all those claiming through it.

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Director

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AND WHEREAS the land Owner represents to the Developer that the said land is free from all kind of encumbrances, charges, litigations, acquisition and requisition proceedings, legal flaws, prior sale agreements, development arrangements/agreements, agreements to sell, gift, mortgage, dispute, litigation, third party rights, liens, patta, lease, etc. or any other encumbrances of any other nature whatsoever and whatsoever manner.

AND WHEREAS the land Owner further represents, assures and declares to the Developer that the neither the State Government nor Central Government or any other Government authority or Haryana Land Acquisition Department have declared imposition of Sections 4, 5, 6 or 9 of the Land Acquisition Act nor have issued any notification/letter for acquisition in respect of the Sald Land or any part thereof and the Said Land is free from all such Notifications/Awards etc.

AND WHEREAS relying upon the representation, assurances and undertaking of the Land Owner, the Developer has agreed to develop the Residential Group Housing Colony on the said land at the cost and expenses and responsibility of the Developer as per sanctions and approvals of the concerned authorities on terms the and conditions mentioned hereunder.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

RECITALS AND ANNEXURES:

That the recitals hereinabove and the Annexures and Schedules attached hereto shall form an integral part of this Agreement.

2. RULES OF INTERPRETATION:

- In this Agreem unless the contact otherwise requires:
 - a. headings are for convenience only and shall not affect interpretation;

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For Satya Townships Private Limited

For KEO AGRO (P) LTD.

Director

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Director

Reg. No.

Reg. Year

Book No.

6,203

2013-2014

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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,203 आज दिनाँक 05/06/2013 को बही नः 1 जिल्द नः 13,041 के पृष्ठ नः 153 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,955 के पृष्ठ सख्या 26 से 27 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 05/06/2013

उप्रसियुँक्त पँजीयन अधिकारी गुडगांवा









- b. words denoting the singular number shall include the plural and vice versa;
- c. words denoting any gender shall include all genders;
- d. words denoting persons shall include bodies of persons and corporations and vice versa;
- e. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- f. References to any Party shall include the party's successors and permitted assigns;
- References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
- h. Documents executed pursuant to this Agreement form part of this Agreement;
- Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- j. Reference to this Agreement to "Recitals' and "Clauses' are to the recitals and clauses of this Agreement;
- k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

2.2 DEFINITIONS:

Gross Sales Revenue shall mean and include all the amounts received in respect of the said Group Housing Project (Proposed Building) towards consideration for the sale of units comprising of flats/units/off es/shops/commercial building/community facilitie (if sold) consisting of Basic Sale Pried including Preferential Location Charges (if any) and Car Parking charges (if any) and one time club charges including interest on For Satva Townships Private Limited

For LEO AGRO (P) LTD.

Director

Director

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