



COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed on this 15th day of September 2004.

BETWEEN

M/s Remarkable Estate Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at 20-A, Najafgarh Road, New Delhi-15, being represented through its authorized representative, Sh. N.K. Jain duly authorised by way of a board resolution (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART**.

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 being represented through its authorized representative, Sh. Ajit Jain duly authorized by way of a board resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**.

For Remarkable Estate Pvt. Ltd.

For Countrywide Promoters Pvt. Ltd.


Authorised Signatory


Authorised Signatory

4711

Date _____
 No. M/s Remarkable Estate Pvt. Ltd.
 No. 20 A Hajatgarh Road
 Purpose _____ Through _____ NDP

J. P. RAO, Lic. No. 519
 MERRAULL, NEW DELHI

[Handwritten signature]

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WHEREAS the Owner herein is in the process of acquiring various agricultural lands falling in the vicinity of Sectors 81, 82 and 85 of Faridabad and the Owner undertakes that it shall acquire perfect legal title along with the vacant possession of 18 acres of land or thereabout.

AND WHEREAS the Owner is desirous to develop/ construct an integrated township project at the said land, however due to the financial constraints, lack of knowledge and expertise in the real estate business is not in a position to do so.

AND WHEREAS the Owner has approached the Developer to carry out the development and construction works of the proposed the township and the Developer has agreed to the same, now therefore, the parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accept to develop/construct an integrated township on the said Land (in short "Township") on the lines of the terms and conditions appearing hereinafter.
2. That the entire amount required for carrying out construction, development and completion of the Township including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the parties under this Collaboration Agreement, the Owner and the Developer have agreed to share the built-up area permitted over the Said Land (FAR) in the following manner:

Owner's share	5%
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Developer's Share	95%
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For Remarkable Estate Pvt. Ltd.


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It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever. The Developer also undertakes to arrange for the marketing and sale of the built up FAR falling to the share of the Owner, if so required by it.

- (b). That the Developer shall also reimburse the Owner all costs and expenses incurred by the Owner with respect to it's acquisition of the Said Land. The Developer shall additionally pay to the Owner a consolidated fee to be calculated @ Rs. 25,000/- (Rupees Twenty Five Thousand only) per acre of land for which the license is actually acquired. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same is being paid in cash to the Owner at the time of this Agreement, receipt of which the Developer hereby acknowledges.
4. That the possession of the Said Land has been handed over to the Developer by the Owner to carry out the work of construction of the proposed Township consisting of such floors as may be allowed by the Byelaws of the Government of the State. The development of the Township on the Said Land shall be done by the Developer at its sole discretion and cost without any interference from the Owner.
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed Township on the Said Land.
6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the proposed Township on the said land in accordance with the applicable Zonal Municipal plans. However, the Developer shall

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be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.

7. The Developer shall file appropriate application with the Director, Town & Country Planning- Haryana (Chandigarh) subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DTCP, HUDA and Haryana Govt. The Owner also agrees to execute GPA and SPA in favour of the Developer and/or any nominee(s)/assignee(s) etc.
8. That the Developer shall develop, construct and complete the Township on the Said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the Township. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External Development Charges and Internal Development Charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
9. That the building plans for the proposed Township shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area in the said land.

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10. That the Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable Power of Attorney issued in its favour.
11. That the Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Township on the said land.
12. That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the Township at the said land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
13. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of the Township. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the said land and the built-up property thereon.
14. That the Owner undertakes irrevocably to constitute the Developer and/or its nominees as their Attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the said Township on the said land and to enter into agreement to sell and / or execute and register sale-deed or such

For Remarkable Estate Pvt. Ltd.


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For Countrywide Promoters Pvt. Ltd.


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other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.

15. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the Township is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
16. That the Owner declares and assures the Developer that the said land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said land. The Owner further agrees and undertakes to keep the said land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all time hereof.
17. That the Owner agrees, confirms and assures that there is no possibility of any portion of the said land getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the Govt. of Haryana when the Developer shall be entitled to receive compensation directly from the State Govt. or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc to do the necessary act/deeds/things, including receiving the compensation thereof.
18. That in case the said premises or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title

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paramount to the Owner or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

19. The Owner undertakes to execute a General Power of Attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
20. That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the said Township and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
23. That after the construction of Township, Sale Deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of General Power of Attorney
For Remarkable Estate Pvt. Ltd.

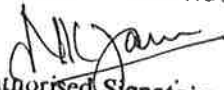

Authorized Signatory


Authorized Signatory
For Countrywide Promoters Pvt. Ltd.


executed and duly registered in favour of the Developer's nominee simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.

24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
25. That all the original papers, title documents relating to the said land in the name of the Owner is being retained in the safe custody of the Developer.
26. That the Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DTP in respect of the Township sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That in the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
28. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
29. That this Agreement shall not create the relationship of the partnership between the Owner and Developer.

For Remarkable Estate Pvt. Ltd.


Authorized Signatory

For Countrywide Promoters Pvt. Ltd.


Authorized Signatory

IN WITNESS WHEREOF the parties have signed this Collaboration Agreement at Gurgaon
on the date, month and year first above written in the presence of witnesses.

For Remarkable Estate Pvt. Ltd.

For Countrywide Promoters Pvt. Lt


Authorized Signatory
OWNER


Authorized Signatory
DEVELOPER

WITNESSES:

1. Rohit Puri

M-34A



MALVIYA NAGAR.

2.

NEW DELHI-17

P.107

Pawan Kumar Sharma

H. No. -401, Krishna Nagar

Ch.



COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed on this 15th day of September 2004.

BETWEEN

M/s Wellworth Developers Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at 20-A, Najafgarh Road, New Delhi-15, being represented through its authorized representative, Sh. N.K. Jain duly authorised by way of a board resolution (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART**.

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 being represented through its authorized representative, Sh. Ajit Jain duly authorized by way of a board resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**.

For Wellworth Developers Pvt. Ltd.

[Signature]
Authorized Signatory

For Countrywide Promoters Pvt. Ltd.

[Signature]
Authorized Signatory

M/s. Wellworth Developers Pvt. Ltd.
20-A Najafgarh Road
N.D

J.P. ROAD, LIC. NO. 510
NEW DELHI, NEW DELHI



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WHEREAS the Owner herein is in the process of acquiring various agricultural lands falling in the vicinity of Sectors 81, 82 and 85 of Faridabad and the Owner undertakes that it shall acquire perfect legal title along with the vacant possession of 18 acres of land or thereabout.

AND WHEREAS the Owner is desirous to develop/ construct an integrated township project at the said land, however due to the financial constraints, lack of knowledge and expertise in the real estate business is not in a position to do so.

AND WHEREAS the Owner has approached the Developer to carry out the development and construction works of the proposed the township and the Developer has agreed to the same, now therefore, the parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

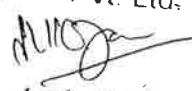
NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accept to develop/construct an integrated township on the said Land (in short "Township") on the lines of the terms and conditions appearing hereinafter.
2. That the entire amount required for carrying out construction, development and completion of the Township including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the parties under this Collaboration Agreement, the Owner and the Developer have agreed to share the built-up area permitted over the Said Land (FAR) in the following manner:


Owner's share 5%

Developer's Share 95%

For Wellworth Developers Pvt. Ltd.


Authorised Signatory


For Countywide Promoters Pvt. Ltd.


Authorised Signatory

It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever. The Developer also undertakes to arrange for the marketing and sale of the built up FAR falling to the share of the Owner, if so required by it.

- (b). That the Developer shall also reimburse the Owner all costs and expenses incurred by the Owner with respect to it's acquisition of the Said Land. The Developer shall additionally pay to the Owner a consolidated fee to be calculated @ Rs. 25,000/- (Rupees Twenty Five Thousand only) per acre of land for which the license is actually acquired. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same is being paid in cash to the Owner at the time of this Agreement, receipt of which the Developer hereby acknowledges.
4. That the possession of the Said Land has been handed over to the Developer by the Owner to carry out the work of construction of the proposed Township consisting of such floors as may be allowed by the Byelaws of the Government of the State. The development of the Township on the Said Land shall be done by the Developer at its sole discretion and cost without any interference from the Owner.
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed Township on the Said Land.
6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the proposed Township on the said land in accordance with the applicable Zonal Municipal plans. However, the Developer shall

For Wellworth Developers Pvt. Ltd.


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For Countywide Promoters Pvt. Ltd.


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be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.

7. The Developer shall file appropriate application with the Director, Town & Country Planning- Haryana (Chandigarh) subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DTCP, HUDA and Haryana Govt. The Owner also agrees to execute GPA and SPA in favour of the Developer and/or any nominee(s)/assignee(s) etc.
8. That the Developer shall develop, construct and complete the Township on the Said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the Township. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External Development Charges and Internal Development Charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
9. That the building plans for the proposed Township shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area in the said land.

For Wellworth Developers Pvt. Ltd


Authorised Signatory

For **Countrywide Promoters Pvt. Ltd.**


Authorised Signatory

10. That the Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable Power of Attorney issued in its favour.
11. That the Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Township on the said land.
12. That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the Township at the said land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
13. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of the Township. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the said land and the built-up property thereon.
14. That the Owner undertakes irrevocably to constitute the Developer and/or its nominees as their Attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the said Township on the said land and to enter into agreement to sell and / or execute and register sale-deed or such

For Wellworth Developers Pvt.-Ltd.



Authorized Signatory

For Countrywide Promoters Pvt. Ltd.




Authorized Signatory


other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.

15. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the Township is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
16. That the Owner declares and assures the Developer that the said land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said land. The Owner further agrees and undertakes to keep the said land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all time hereof.
17. That the Owner agrees, confirms and assures that there is no possibility of any portion of the said land getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the Govt. of Haryana when the Developer shall be entitled to receive compensation directly from the State Govt. or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc to do the necessary act/deeds/things, including receiving the compensation thereof.
18. That in case the said premises or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title

For Wellworth Developers Pvt. Ltd.


Authorized Signatory

For Countywide Promoters Pvt. Ltd.


Authorized Signatory

paramount to the Owner or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

19. The Owner undertakes to execute a General Power of Attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
20. That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the said Township and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
23. That after the construction of Township, Sale Deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of General Power of Attorney

For Wellworth Developers Pvt. Ltd.


Authorized Signatory

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For Countryside Developers Pvt. Ltd.


Authorized Signatory

executed and duly registered in favour of the Developer's nominee simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.

24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
25. That all the original papers, title documents relating to the said land in the name of the Owner is being retained in the safe custody of the Developer.
26. That the Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DTP in respect of the Township sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That in the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
28. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
29. That this Agreement shall not create the relationship of the partnership between the Owner and Developer.

For Wellworth Developers Pvt. Ltd.



Authorized Signatory

For Geometric Infrastructure Pvt. Ltd.

Authorized Signatory

IN WITNESS WHEREOF the parties have signed this Collaboration Agreement at Gurgaon on the date, month and year first above written in the presence of witnesses.

For Wellworth Developers Pvt. Ltd.


Authorized Signatory
OWNER

For ~~Countrywide~~ Promoters Pvt. Ltd.


Authorized Signatory
DEVELOPER

WITNESSES:

1.

2.



दिल्ली DELHI

01AA 799073

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed on this 10th day of June 2005.

BETWEEN

M/s **Westland Developers Pvt. Limited**, a company incorporated and validly existing under the Companies Act, 1956, having its registered office at 20-A, Najafgarh Road, New Delhi-110 015 being represented through its authorized representative, Sh. N.K. Jain duly authorized by way of a board resolution (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the ONE PART.


AND

M/s **Countrywide Promoters Pvt. Ltd.**, a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110 001 being represented through its authorized representative, Sh. Ajit Jain duly authorized by way of a board resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the OTHER PART.

For Westland Developers Pvt. Ltd.

For Countrywide Promoters Pvt. Ltd.


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WHEREAS the Owner herein is in the process of acquiring various agricultural lands falling in the vicinity of Sectors 81, 82 and 85 of Faridabad and the Owner undertakes that it shall acquire perfect legal title along with the vacant possession of 18 acres of land or thereabout.

AND WHEREAS the Owner is desirous to develop / construct an integrated township project at the said land, however due to the financial constraints, lack of knowledge and expertise in the real estate business is not in a position to do so.

AND WHEREAS the Owner has approached the Developer to carry out the development and construction works of the proposed township and the Developer has agreed to the same, now therefore, the parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accepts to develop/construct an integrated township on the said Land (in short "**Township**") on the lines of the terms and conditions appearing hereinafter.
2. That the entire amount required for carrying out construction, development and completion of the Township including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and/or demands in this respect.
3. (a) That in lieu of the mutual covenants of the parties under this Collaboration Agreement, the Owner and the Developer have agreed to share the built-up area permitted over the Said Land (FAR) in the following manner:

Owner's share	-	5%
Developer's Share	-	95%

For Westland Developers Pvt. Ltd.

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It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever. The Developer also undertakes to arrange for the marketing and sale of the built up FAR falling to the share of the Owner, if so required by it.

(b) That the Developer shall also reimburse the Owner all costs and expenses incurred by the Owner with respect to it's acquisition of the Said Land. The Developer shall additionally pay to the Owner a consolidated fee to be calculated @ Rs.25,000/- (Rupees Twenty five thousand only) per acre of land for which the licence is actually acquired. An advance payment of Rs.5,000/- (Rupees Five thousand only) against the same is being paid in cash to the Owner at the time of this Agreement, receipt of which the Developer hereby acknowledges.


4. That the possession of the Said Land has been handed over to the Developer by the Owner to carry out the work of construction of the proposed Township consisting of such floors as may be allowed by the Byelaws of the Government of the State. The development of the Township on the Said Land shall be done by the Developer at its sole discretion and cost without any interference from the Owner.
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed Township on the Said Land.
6. That the Developer shall for and on behalf of and in the name of the Owner apply such authorities, Government or otherwise, State or Central, and/or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the proposed Township on the said land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be

For Westland Developers Pvt. Ltd.


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entitled to make or agree to make such variations, alterations, modifications, deletions and/or additions in the designs of the plans as may be required or considered by the Developer described as necessary.

7. The Developer shall file appropriate application with the Director, Town & Country Planning - Haryana (Chandigarh) subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DTCP, HUDA and Haryana Govt. The Owner also agrees to execute GPA and SPA in favour of the Developer and/or any nominee(s)/assignee(s) etc.
8. That the Developer shall develop, construct and complete the Township on the Said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the Township. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External Development shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
9. That the building plans for the proposed Township shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area in the said land.

For Countrywide Promoters Pvt. Ltd.

Authorised Signatory

For Westland Developers Pvt. Ltd.

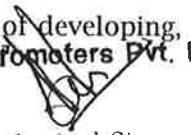
Authorised Signatory

10. That the Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or charge over the said land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue in it by virtue of irrevocable Power of Attorney issued in its favour.
11. That the Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Township on the said land.
12. That the Developer shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the Township at the said land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and/or contracting any person shall be the sole responsibility of the Developer.
13. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of the Township. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the said land and the built-up property thereon.
14. That the Owner undertakes irrevocably to constitute the Developer and/or its nominees as their Attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing,

For Westland Developers Pvt. Ltd.


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constructing and completion of the said Township on the said land and to enter into agreement to sell and/or execute and register sale-deed or such other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.

15. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the Township is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
16. That the Owner declares and assures the Developer that the said land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said land. The Owner further agrees and undertakes to keep the said land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all time hereof.
17. That the Owner agrees, confirms and assures that there is no possibility of any portion of the said land getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the Govt. of Haryana when the Developer shall be entitled to receive compensation directly from the State Govt. or any of its nominee(s)/assignee(s) etc to do the necessary act/deeds/things, including receiving the compensation thereof.
18. That in case the said premises or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect

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in the title of the Owner or right of the Owner to transfer the same or any other person claiming the paramount to the Owner or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and/or its nominees, harmless and indemnified against all claims and expenses which the Developer and/or its nominees may be liable to pay on the aforesaid account.

19. The Owner undertakes to execute a General Power of Attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
20. That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and/or completion of the said Township and/or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and/or any other person claiming rights under him.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and/or proceeds thereof under this agreement.
23. That after the construction of Township, Sale Deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest.

For Westland Developers Pvt. Ltd.

Authorised Signatory

For Countrywide Promoters Pvt. Ltd.

Authorised Signatory

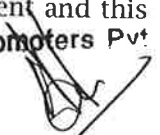
Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of General Power of Attorney executed and duly registered in favour of the Developer's nominee simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.

24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site.
25. That all the original papers, title documents relating to the said land in the name of the Owner is being retained in the safe custody of the Developer.
26. That the Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DTP in respect of the Township sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That in the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
28. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this

For Westland Developers Pvt Ltd.


Authorized Signatory

For **Countywide Promoters Pvt Ltd.**


Authorized Signatory


Agreement has been duly entered into between them of their own free will.


29. That this Agreement shall not create the relationship of the partnership between the Owner and Developer.

IN WITNESS WHEREOF the parties have signed this Collaboration Agreement at Gurgaon on the date, month and year first above written in the presence of witnesses.

For Westland Developers Pvt. Ltd.

For Countrywide Promoters Pvt. Ltd.



Authorized Signatory


Authorized Signatory

WITNESSES

1. Saurabh
Saurabh Patilwal s/o
P. C. Patilwal

2.


SANYAK SINGH
BLO-113A, SHALIMAR
BAGH, DELHI-110088.



COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed on this 15th day of September 2004.

BETWEEN

M/s ISG Estates Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus New Delhi-01, being represented through its authorized representative, Sh. N.K. Jain duly authorised by way of a board resolution (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the ONE PART.

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 being represented through its authorized representative, Sh. Ajit Jain duly authorized by way of a board resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the OTHER PART.

For ISG ESTATES PVT. LTD.

[Signature]
Authorized Signatory

For Countrywide Promoters Pvt. Ltd

[Signature]
Authorized Signatory

m/s ISS Estates Pvt. Ltd.

M-11 Middle Cir.

Con. Cir. N.D.

J. P. RAO'S REG. NO. 310
MADRAS NEW DEHN

[Handwritten signature]

WHEREAS the Owner herein is in the process of acquiring various agricultural lands falling in the vicinity of Sectors 81, 82 and 85 of Faridabad and the Owner undertakes that it shall acquire perfect legal title along with the vacant possession of 18 acres of land or thereabout.

AND WHEREAS the Owner is desirous to develop/ construct an integrated township project at the said land, however due to the financial constraints, lack of knowledge and expertise in the real estate business is not in a position to do so.

AND WHEREAS the Owner has approached the Developer to carry out the development and construction works of the proposed the township and the Developer has agreed to the same, now therefore, the parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accept to develop/construct an integrated township on the said Land (in short "Township") on the lines of the terms and conditions appearing hereinafter.
2. That the entire amount required for carrying out construction, development and completion of the Township including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the parties under this Collaboration Agreement, the Owner and the Developer have agreed to share the built-up area permitted over the Said Land (FAR) in the following manner:

Owner's share 5%

Developer's Share 95%

FOR ISG ESTATES PVT. LTD.


Authorized Signatory

for Countrywide Promoters Pvt. Ltd


Authorized Signatory

It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever. The Developer also undertakes to arrange for the marketing and sale of the built up FAR falling to the share of the Owner, if so required by it.


- (b). That the Developer shall also reimburse the Owner all costs and expenses incurred by the Owner with respect to it's acquisition of the Said Land. The Developer shall additionally pay to the Owner a consolidated fee to be calculated @ Rs. 25,000/- (Rupees Twenty Five Thousand only) per acre of land for which the license is actually acquired. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same is being paid in cash to the Owner at the time of this Agreement, receipt of which the Developer hereby acknowledges.
4. That the possession of the Said Land has been handed over to the Developer by the Owner to carry out the work of construction of the proposed Township consisting of such floors as may be allowed by the Byelaws of the Government of the State. The development of the Township on the Said Land shall be done by the Developer at its sole discretion and cost without any interference from the Owner.
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed Township on the Said Land.
6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the proposed Township on the said land in accordance with the applicable Zonal Municipal plans. However, the Developer shall

For ISG ESTATES PVT. LTD


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for Countryside Promoters Pvt. Ltd


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be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.

7. The Developer shall file appropriate application with the Director, Town & Country Planning- Haryana (Chandigarh) subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DTCP, HUDA and Haryana Govt. The Owner also agrees to execute GPA and SPA in favour of the Developer and/or any nominee(s)/assignee(s) etc.
8. That the Developer shall develop, construct and complete the Township on the Said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the Township. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External Development Charges and Internal Development Charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
9. That the building plans for the proposed Township shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area in the said land.

For **ISG ESTATES PVT. LTD.**


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for **Countrywide Promoters Pvt. Ltd**


Authorized Signatory


10. That the Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable Power of Attorney issued in its favour.
11. That the Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Township on the said land.
12. That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the Township at the said land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
13. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of the Township. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the said land and the built-up property thereon.
14. That the Owner undertakes irrevocably to constitute the Developer and/or it nominees as their Attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the said Township on the said land and to enter into agreement to sell and / or execute and register sale-deed or such

For ISG ESTATES PVT. LTD.,


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for Countrywide Promoters Pvt. Ltd.


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other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.

15. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the Township is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
16. That the Owner declares and assures the Developer that the said land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said land. The Owner further agrees and undertakes to keep the said land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all time hereof.
17. That the Owner agrees, confirms and assures that there is no possibility of any portion of the said land getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the Govt. of Haryana when the Developer shall be entitled to receive compensation directly from the State Govt. or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc to do the necessary act/deeds/things, including receiving the compensation thereof.
18. That in case the said premises or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title

For ISG ESTATES PVT. LTD.


Authorized Signatory

For Countrywide Promoters Pvt. Ltd


Authorized Signatory

paramount to the Owner or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

19. The Owner undertakes to execute a General Power of Attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
20. That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the said Township and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
23. That after the construction of Township, Sale Deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of General Power of Attorney

For ISG ESTATES PVT. LTD.


Authorized Signatory

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For Countryside Promoters Pvt. Ltd


Authorized Signatory

executed and duly registered in favour of the Developer's nominee simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.

24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
25. That all the original papers, title documents relating to the said land in the name of the Owner is being retained in the safe custody of the Developer.
26. That the Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DTP in respect of the Township sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That in the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
28. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
29. That this Agreement shall not create the relationship of the partnership between the Owner and Developer.

For ISG ESTATES PVT. LTD.


Authorized Signatory

for Countryside Promoters Pvt. Ltd


Authorized Signatory

IN WITNESS WHEREOF the parties have signed this Collaboration Agreement at Gurgaon on the date, month and year first above written in the presence of witnesses.

For ISG ESTATES PVT LTD



Authorized Signatory
OWNER

For Countrywide Promoters Pvt. Ltd


Authorized Signatory
DEVELOPER

WITNESSES:

1.



RONIT FURI
M- 34 A
MALVIYA NAGAR

2.

P.ICS

N.D-17
Pawan Kumar Sharma
HNo - 401, Krishna Nagar
G.b.



COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this 15th day of September 2004.

BETWEEN

M/s Super Growth Construction Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus New Delhi-01, being represented through its authorized representative, Sh. N.K. Jain duly authorised by way of a board resolution (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART**.

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 being represented through its authorized representative, Sh. Ajit Jain duly authorized by way of a board resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**.

For SUPERGROWTH CONSTRUCTIONS PVT. LTD

[Signature]
Authorized Signatory

for Countrywide Promoters Pvt. Ltd

[Signature]
Authorized Signatory

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Purpose

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J. P. RAO, Lic. No. - 5100
MEHRALI, NEW DELHI

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Growth Construction Pvt. Ltd.

Middle Cir.

Com. Cir. N.W.

WHEREAS the Owner herein is in the process of acquiring various agricultural lands falling in the vicinity of Sectors 81, 82 and 85 of Faridabad and the Owner undertakes that it shall acquire perfect legal title along with the vacant possession of 18 acres of land or thereabout.

AND WHEREAS the Owner is desirous to develop/ construct an integrated township project at the said land, however due to the financial constraints, lack of knowledge and expertise in the real estate business is not in a position to do so.

AND WHEREAS the Owner has approached the Developer to carry out the development and construction works of the proposed the township and the Developer has agreed to the same, now therefore, the parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accept to develop/construct an integrated township on the said Land (in short "Township") on the lines of the terms and conditions appearing hereinafter.
2. That the entire amount required for carrying out construction, development and completion of the Township including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the parties under this Collaboration Agreement, the Owner and the Developer have agreed to share the built-up area permitted over the Said Land (FAR) in the following manner:

Owner's share	5%
Developer's Share	95%

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It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever. The Developer also undertakes to arrange for the marketing and sale of the built up FAR falling to the share of the Owner, if so required by it.

- (b). That the Developer shall also reimburse the Owner all costs and expenses incurred by the Owner with respect to it's acquisition of the Said Land. The Developer shall additionally pay to the Owner a consolidated fee to be calculated @ Rs. 25,000/- (Rupees Twenty Five Thousand only) per acre of land for which the license is actually acquired. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same is being paid in cash to the Owner at the time of this Agreement, receipt of which the Developer hereby acknowledges.
4. That the possession of the Said Land has been handed over to the Developer by the Owner to carry out the work of construction of the proposed Township consisting of such floors as may be allowed by the Byelaws of the Government of the State. The development of the Township on the Said Land shall be done by the Developer at its sole discretion and cost without any interference from the Owner.
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed Township on the Said Land.
6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the proposed Township on the said land in accordance with the applicable Zonal Municipal plans. However, the Developer shall

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be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.

7. The Developer shall file appropriate application with the Director, Town & Country Planning- Haryana (Chandigarh) subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DTCP, HUDA and Haryana Govt. The Owner also agrees to execute GPA and SPA in favour of the Developer and/or any nominee(s)/assignee(s) etc.
8. That the Developer shall develop, construct and complete the Township on the Said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the Township. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External Development Charges and Internal Development Charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
9. That the building plans for the proposed Township shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area in the said land.

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10. That the Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable Power of Attorney issued in its favour.
11. That the Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Township on the said land.
12. That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the Township at the said land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
13. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of the Township. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the said land and the built-up property thereon.
14. That the Owner undertakes irrevocably to constitute the Developer and/or its nominees as their Attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the said Township on the said land and to enter into agreement to sell and / or execute and register sale-deed or such

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other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.

15. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the Township is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
16. That the Owner declares and assures the Developer that the said land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said land. The Owner further agrees and undertakes to keep the said land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all time hereof.
17. That the Owner agrees, confirms and assures that there is no possibility of any portion of the said land getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the Govt. of Haryana when the Developer shall be entitled to receive compensation directly from the State Govt. or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc to do the necessary act/deeds/things, including receiving the compensation thereof.
18. That in case the said premises or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title

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paramount to the Owner or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

19. The Owner undertakes to execute a General Power of Attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
20. That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the said Township and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
23. That after the construction of Township, Sale Deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of General Power of Attorney


executed and duly registered in favour of the Developer's nominee simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.

24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
25. That all the original papers, title documents relating to the said land in the name of the Owner is being retained in the safe custody of the Developer.
26. That the Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DTP in respect of the Township sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That in the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
28. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
29. That this Agreement shall not create the relationship of the partnership between the Owner and Developer.

For SUPERGROWTH CONSTRUCTIONS PVT. LTD



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for Countrywide Promoters Pvt. Ltd


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IN WITNESS WHEREOF the parties have signed this Collaboration Agreement at Gurgaon on the date, month and year first above written in the presence of witnesses.

For SUPERGROWTH CONSTRUCTIONS PVT.LTD


Authorized Signatory
OWNER

for Countrywide Promoters Pvt. Ltd


Authorized Signatory
DEVELOPER

WITNESSES:

1.



ROHIT WAI
M-34A
MALVIYA NAGAR
N-0-17.

2.

P.L.Cb

Pawan Kumar Sharma
H.No- 401, Krishna Nagar
Cb.