

हरिङ्माणा HARYANA

F 139734

COLLABORATION AGREEMENT

This Collaboration Agreement is made at Gurgaon on this 21st day of June 2011

BETWEEN

Vatika Ltd, a company registered under the Companies Act, 1956 having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi – 110019 and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok –I, M. G. Road, Gurgaon – 122002, through its V. P. (Finance) Shri Raj Kumar Sahni (hereinafter referred to as "Developer", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its subsidiary companies, associates, representatives, executors and assigns) FIRST PARTY.

AND

Dr Tejpal Singh s/o late Sh Badam Singh and **Smt. Shakuntala** Devi W/o Dr. Tejpal Singh both 1/o House No 172, Sect – 17, Gurgaon – 122002 (hereinafter referred to as "**Owner**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include his heirs, successors, representatives, executors and assigns) of the SECOND PARTY.

For VATIKA LIMITED

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दिनाँक 21/06/2011

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| डीड का नाम AGREEMENT | | |
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Drafted By: C.L. Arora Adv.

यह प्रलेख आज दिनॉंक 21/06/2011 दिन मंगलवार समय 3:28:00PM बजे श्री/श्रीमती/कुमारी Dr. Tejpal Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Badam Singh निवासी 172 Sec-17 Gurgaon द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

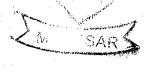
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उप/सयुँकत पँजीयन अधिकारी Manesar

श्री Dr. Tejpal Singh, Shakuntla Devi

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Shyam Gupta दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम बदा की गई राशि के लेन देन की स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Rajeev Bhatia पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी A.C. Bhatia निवासी 961 Sec-45 किंग अग्रीमती/कुमारी Vinod Kawaha पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Krishan Lal निवासी 2964 Sec-23 Gurgaon ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 21/06/2011



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WHEREAS

- A. The First Party is a well known Developer and is engaged in the business of promotion, development and construction of real estate and is well established in this business in India.
- B. The Owner, the Second Party as mentioned hereinabove, is the owner in possession of and is fully entitled to a parcel of land falling in Khewat / khata no 150/197, Khasra No 633/2 total measuring about 4 Bigha, 16 Biswa, 11 Biswansi situate in the revenue estate of village Shikohpur, Tehsil & District Gurgaon, the details of which are fully described in the statement annexed and marked hereto as Annexure A, being hereinafter referred to as the said Land.
- C. The Owner has represented that he is the absolute owner in possession of the said land and is absolutely entitled and empowered to construct / develop the said Land in collaboration with the Developer.
- D. The Owner has represented and assured that the said Land is free from all encumbrances, attachments, mortgages, liens, court cases / orders / decrees / stays, prior agreements, acquisition proceedings etc.
- E. The Owner had approached the Developer with a request to develop the said land and to construct thereupon a Commercial building after obtaining necessary licenses, approvals and sanctions from all concerned statutory authorities and bodies for which a Collaboration Agreement dated these presents is in furtherance of the aforementioned Collaboration Agreement and shall be read in conjunction with the aforesaid Collaboration Agreement which is still in force and effective.
- F. The parties hereto have mutually discussed the terms and conditions of development of the said land and to undertake construction thereupon and have agreed to the terms and conditions as mentioned hereunder:-

NOW THEREFORE, THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE AS FOLLOWS:

- 1. That the objective of this COLLABORATION AGREEMENT is to develop the said Land and to construct thereupon a commercial building with such common amenities and facilities, as stated hereinafter, after obtaining requisite permissions and approvals, no objections and sanctions etc. from the Director, Town & Country Planning, Haryana or any other such Authority or the State Government (**Proposed Building**).
- 2. That as a result of this Collaboration Agreement as agreed herein, the Owner shall be entitled to 31% of the permissible super built up area that may be available on the said land (Owner's Share) whereas the

For VATIKA LIMITED

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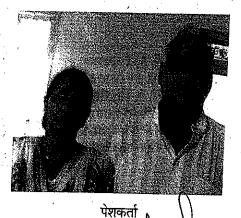
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पेशकर्ता Dr. Tejpal Singh

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Shakuntla Devi

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दावेदार

thru:- Shyam Gupta_

गवाह 1:- Rajeev Bhatia

_गवाह 2:- Vinod Kawaha

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 601 आज दिनाँक 21/06/2011 को बही न: 1 जिल्द न: 115 के पृष्ठ न: 184 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 18 के पृष्ठ सख्या 19 से 22 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/किशान अंगुठा मेरे सामने किये है।

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Developer shall be entitled to the remaining 69% of the super built up area that may be available on the said land (Developer's Share). The parties will divide their respective shares in the super built up area after the approval of the building plans of the proposed building by the competent authority, such division shall be subject to reconciliation at the time of the Developer making an application for issue of occupation certificate, such reconciliation may be necessitated on account of any modification of Building Plans that may be required to be carried out during the period of construction. It is clarified that the within mentioned division will be carried out by the parties by demarcating their respective shares on a copy of the map approved by the competent authority and by signing thereupon in token of having accepted/ agreed for the said division. Further as the Developer will maintain the proposed building, either itself or through any maintenance company nominated by it, the Owner shall have no role or right in such areas of the building as the roof, basement(s), areas used for housing maintenance equipment etc., open areas, green area and other such areas. However, the Owner will be entitled to have space for car parking as per the norms, in proportion to the Owner's share of super built up area in the proposed building.

DEFINITION OF SUPER BUILT UP AREA

Super Built Up Area - When used in relation to the proposed building shall mean and include the sum of the carpet area of all units therein and the prorate share of such units in the common areas in the proposed building.

Carpet Area – When used in relation to the proposed building shall mean the sum of net floor area of all units therein excluding the area of walls.

Common Area – When used in relation to the proposed building shall mean all such areas of the proposed building which the owner shall use by sharing with other occupants of the proposed building including entrance, canopy and lobby, atrium, corridors, circulation areas and passages, security, fire control room(s), if provided, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms, if any, staircases, mumties, lift machine rooms, AC Chiller rooms, water tanks, gate posts, the entire service areas in the basement including but not limited to electric substation, transformers, DG set rooms, underground water and other storage tank, pump rooms, maintenance rooms and other service rooms etc but does not include the remaining areas in the basement and roof / terrace.

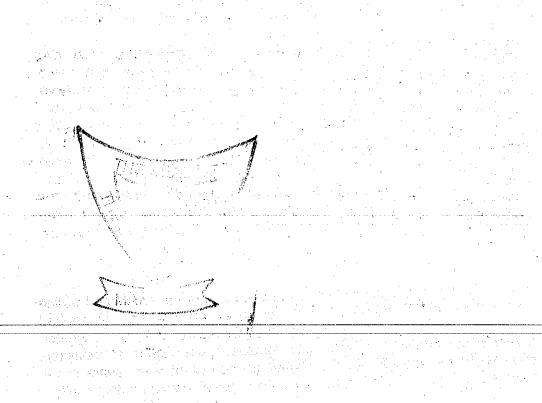
That the upkeep, maintenance and management of the proposed building and common areas, maintenance and operation and up keep of plant and machinery shall be organized by the Developer or its nominated Maintenance Agency. All such costs, expenses, accruals to or provisions shall be borne and paid by the Owner to the extent of its share in the proposed building. The charges so fixed and payable every month shall be

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apportioned by the Developer to which the Owner hereby agrees to accept as final and binding. It is clarified that Maintenance charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the Developer/ concerned agency/ Deptt./ Maintenance agency and shall be paid by the Owner as stipulated herein within the stipulated time.

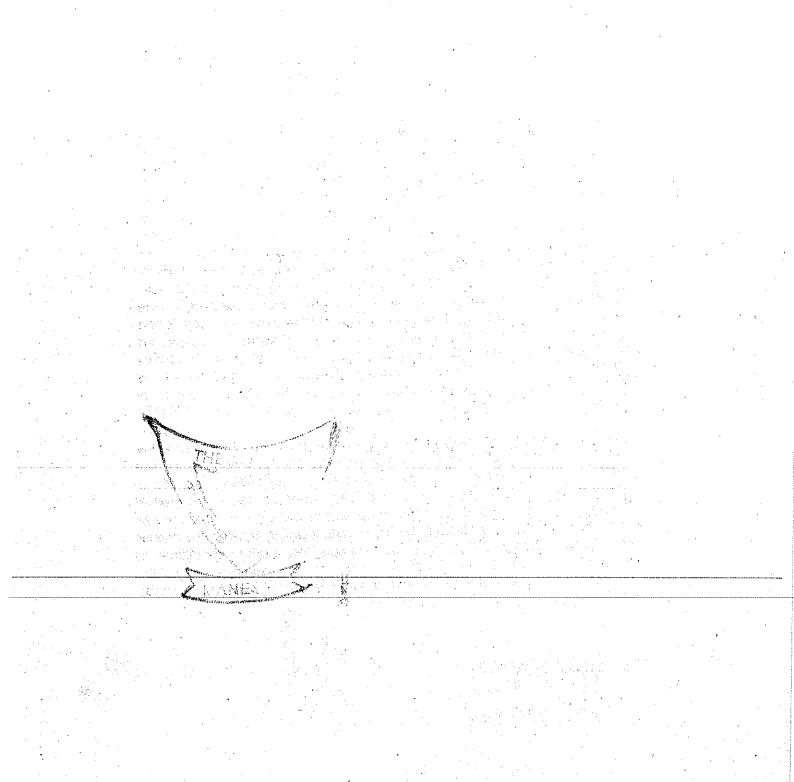
- 4. That the Developer and the Owner will be entitled to any future FAR that may become available and is availed, on the said land due to change of regulations in proportion to their shares of super built up area as defined above. The expenditure involved in availing such additional FAR may be met as may be mutually decided by and between the parties. However, the Developer will not club any other land with the said land for the purpose of development and the proposed building will be constructed on a stand alone basis.
- 5. That the Owner's share will be calculated proportionately on each floor of the proposed building as may be practically possible and will be allocated by metes and bounds as may be mutually agreed by the parties.
- That as a security for the performance of its covenants made herein the 6. Developer had paid to the Owner a sum of Rs.70,00,000/- (Rupees Seventy Lac only) as Refundable Security Deposit against a duly executed receipt. The Owner hereby acknowledges the receipt of the said sum of Rs 70,00,000/- from the Developer. The aforesaid Security Deposit of Rs.70,00,000/- (Rupees Seventy Lacs only) shall be refunded by the Owner to the Developer in lump sum (in a single installment), without any interest thereon, on the Developer offering physical possession to the Owner of his share of super built up area in the proposed building after its division by metes and bounds on the map of the proposed building. The Developer shall be entitled to withhold handing over possession of the Owner's share in case there is delay in refund of the Security Deposit and to also charge compound interest @ 18% p.a for the period of delay and the Owner shall have to pay the same without demur. However, the Owner will be free to retain the said Security Deposit or a part thereof by surrendering out of his share some portion of the super built up area to the Developer on the values and terms as may be agreed between the parties.
- 7. That the Developer will develop the said land and construct thereupon the proposed building at its own cost and expense after procuring at its own expense the requisite licenses, permissions, approvals, sanctions, wherever required. However, it is specifically agreed between the parties that the Developer will construct the proposed building on the said land as and when it is mutually decided by the parties keeping in view the market conditions. However, the Developer expects the market conditions to improve within next 12 months of execution of this agreement and to take necessary steps for obtaining license for commencing development on the

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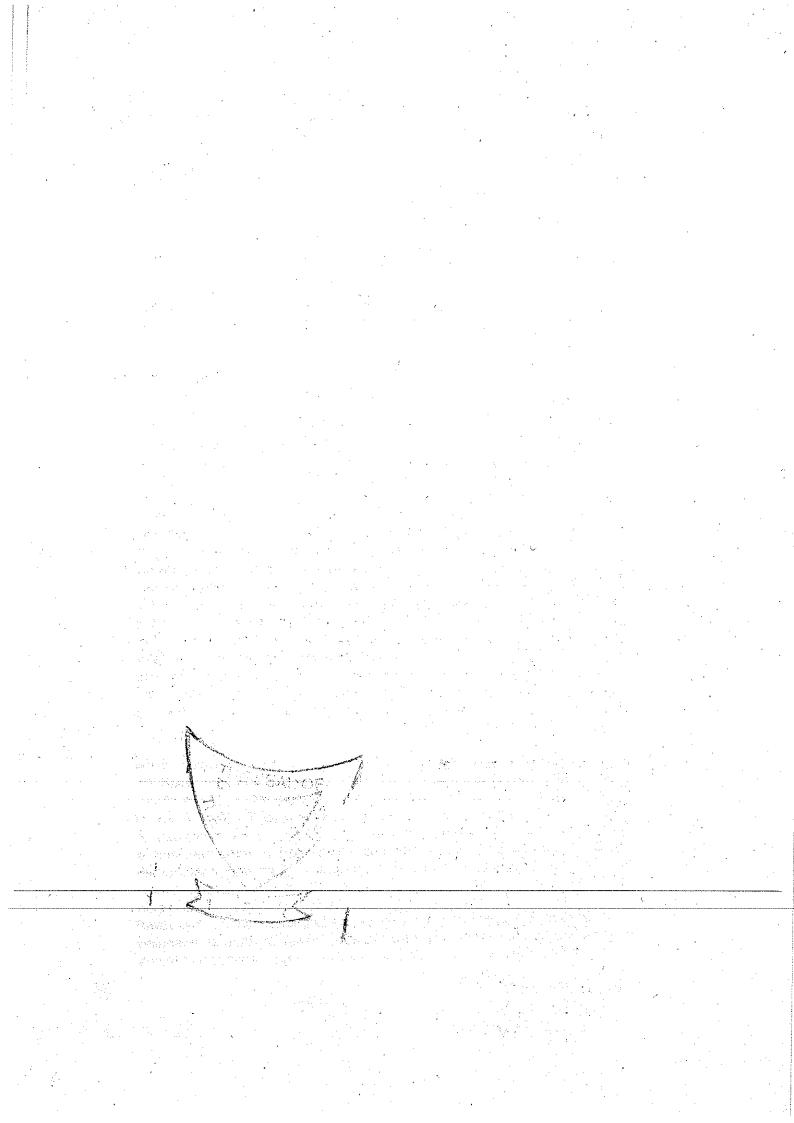


- 8. That the Developer has informed the Owner that it shall avail a loan for development of the said land and for construction of the proposed building against equitable mortgage of the said land (by deposit of the original title deeds of the said land). The Owner has agreed to handover all original title deeds/ documents of the said land such as Sale Deeds, Jamabandies, Mutations, Khasra Girdawaris etc. to the Developer and has agreed to complete other formalities/ documentation for the said purpose as and when required. Such equitable mortgage shall be for development of the said land only and will be created after licence for such development has been granted by the competent authorities. However, the Developer has assured the Owner that the Owner's share in the super built up area in the proposed building will be free from all sorts of encumbrances including mortgage at the time of offer of possession to the Owner of his share of the super built up area and that the Owner's rights in his share will include all rights of easement thereof.
- That all approvals, sanctions, no objections, wherever required for the 9. development and construction on the said land will be obtained by the Developer at its own cost and expense. However, the Owner has agreed to fully cooperate with the Developer in this regard and to sign/ execute (and to get registered, if necessary) all papers, applications, documents, petitions, indemnities, undertakings, affidavits, plans, general/ special power of attorneys as the Developer may require in its name or in the name of its nominee(s) to represent the Owner before the concerned statutory and other authorities and to enable the Developer to obtain necessary permissions and approvals in connection with the development of the said land and to commence and complete construction of the building on the said land including applications for obtaining the building licenses and sanction plans and any modification or amendments thereof, including for obtaining water, electricity, sewerage connections etc and for fully effectuating the terms and conditions of this agreement and also empowering such attorney(s) to sell the super built-up area in the proposed building falling to the Developer's share along with undivided proportionate share in the land underneath the said built-up area (s). The Developer will ensure that sale of its share of super built up area in the said building does not cause any obstacle in the use/ sale by the owner of his share of the super built up area.
- 10. That the Owner had, simultaneously with the signing / execution of the Collaboration Agreement dated 24.08.2009, appointed and constituted Sh. Gautam Bhalla s/o Sh Anil Bhalla r/o 4, Prakriti Marg, Bund Road, Sultanpur, Mehrauli, New Delhi as his duly constituted General Power of Attorney to do and perform all acts, things and deeds necessary in pursuance to and fulfillment of aforesaid Collaboration Agreement and to sell / transfer / convey the super built-up area(s) along with proportionate indivisible share in the said land underneath the said built-up areas, falling only to the share of the Developer in terms of aforesaid Collaboration Agreement in his name and on his behalf, which shall stand duly ratified by the Owner. The said General Power/of Attorney executed by the Owner shall be irrevocable and shall be totally / absolutely binding

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on the Owner and his legal heirs for all intents and purposes connected with said Collaboration Agreement which shall also be effective for these presents.

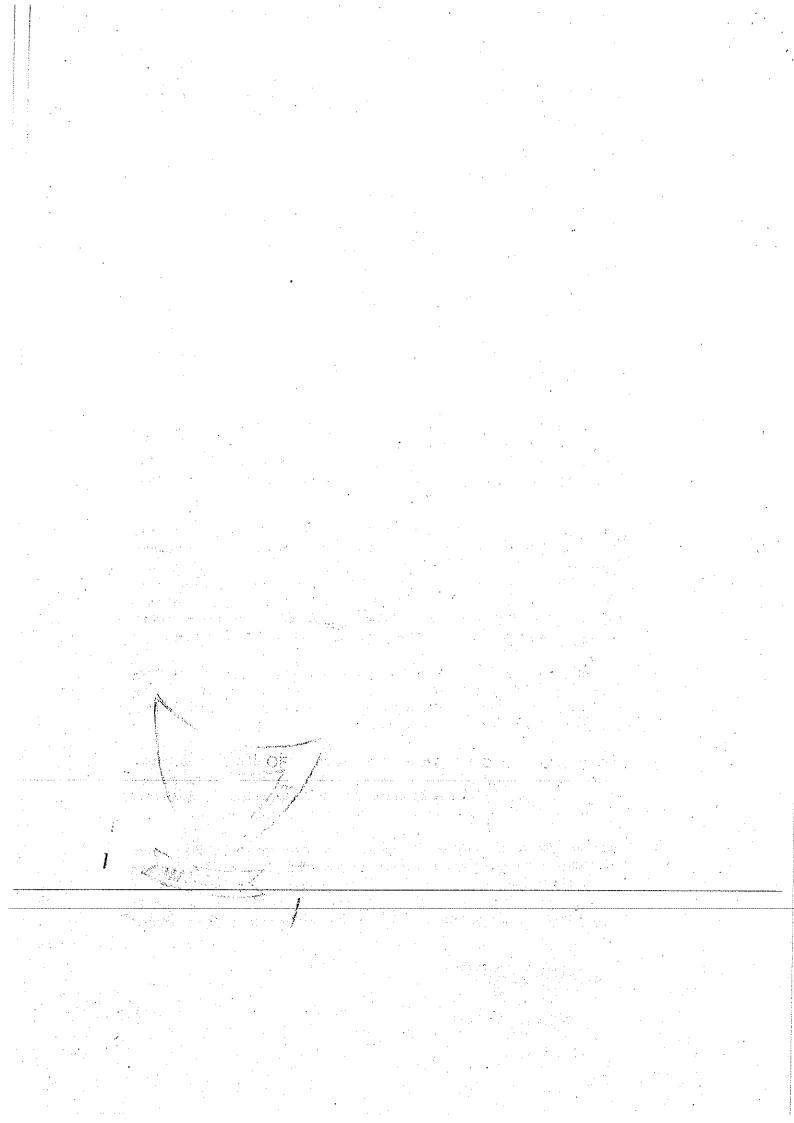
- 11. That the Owner hereby declares and assures that there is no charge, lien, mortgage and / or encumbrance of any kind whatsoever on the said land and the same is free from court decree, stay, attachment order / litigation and the owner has a clear marketable title to the said land. Further, if at any stage, any previous agreement / MOU executed by the Owner with any party or any advance taken by the Owner in relation to the said land or any part thereof is noticed and the project is delayed on account of the same, then the Owner shall be fully responsible and liable for the same and indemnifies the Developer against all losses, damages and expenses that may be suffered by it on account of the same. The Owner agrees to refund the Security Deposit to the Developer forthwith in such a case along with compound interest @18% and to face all consequences and actions that may be taken by the Developer at its sole discretion under such circumstances.
- 12. That the Owner further undertakes that it shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc and shall not create any obstruction or impediment on any ground whatsoever, in the development of the said land by the Developer.
- 13. That as stated above, the entire expenses for carrying out the development of the said land and the construction thereupon including preparation of plans, architect's fees, contractor's bills, statutory fees, IDC, EDC, conversion fee, charges and expenses in connection therewith, shall be wholly to the account of the Developer. Any tax, charge, levy or liability accrued / accruable till the date of handing over vacant possession of the said land to the Developer, shall be borne and satisfied by the Owner.
- 14. That the proposed construction on the said land shall be uniformly of good quality. However, the Owner shall be precluded from questioning the quality; workmanship during development of the said land / construction thereupon or after the same is complete.
- 15. That the Owner shall be bound by all terms and conditions such as layout, height, usage, finish exterior / interior, colour scheme, nomenclature, maintenance and the as may be prescribed by the Developer in respect of the proposed building and the construction upon the said land.
- 16. That the Power of Attorney, appointed and constituted by the Owner irrevocably, shall be fully empowered to deal and act upon the licenses and sanctions that may be granted by the authorities for development of the said land and for construction thereupon and the Owner shall extend all assistance and co-operation for smooth completion of the proposed building.

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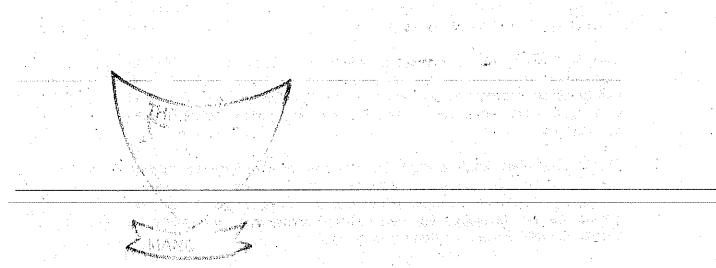


- 17. That the Developer shall be fully entitled to sell, transfer, convey and / or assign or agree to sell its share of super built-up area(s) without any interference from the Owner at any point of time and through the irrevocable Power of Attorney appointed and constituted by it (Owner). The Owner shall be free to sell built-up area falling to its share without any liability on the part of the Developer. However the entire general marketing of the built-up areas in the proposed building shall be done by the Developer at its own cost.
- 18. That simultaneously with the execution of this agreement the Owner has handed over vacant, lawful, peaceful physical possession of the said land to the Developer after removing tube wells, sheds, structures, houses, places of worship, trees, gardens, crops etc, on the spot hereof and from now on the Developer shall be fully entitled to measure and fence the same and carry on developmental activities over the same (said land) and such other activities as set out herein. In the event the Owner fails to remove all or any of the structures, the Developer may remove the same without any liability on its part and without any reference to the Owner.
- 19. That simultaneously with the execution of this agreement, the Owner has handed over to the Developer the original title deeds/ documents of the said land such as Sale Deeds, Jamabandies, Mutations, Khasra Girdawaris etc. and the Owner further undertakes to furnish further available documentary evidence of ownership of the said land as and when required by the Developer for the purposes of obtaining license / CLU / permissions or any other approval or sanction to be obtained by the Developer from the competent authorities or for creation of equitable mortgage on the said land.
- 20. That the Developer will charge transfer/ administrative charges, as may be fixed by it from time to time, from the purchaser in case the Owner sells his share in the super built-up area to third parties. Such transfer/ administrative charges shall also be payable by each subsequent transferee(s) and the Owner undertakes to incorporate this stipulation in the transfer document that may be executed by it while selling / transferring his share of the super built-up area.
- 21. That the parties understand that this Collaboration Agreement shall not be deemed or construed to be a partnership or joint venture. This Collaboration is purely an agreement for the development and sharing of developed / built-up areas by and between the parties as mentioned hereinabove.
- 22. That the Developer shall be entitled to advertise the said project at its cost through pamphlets, brochures, advertisements in print and electronic media, sign boards, neon signs on the said land or other places or in any manner as the Developer may deem fit and proper and thus it shall be entitled to invite buyers / customers to the site.

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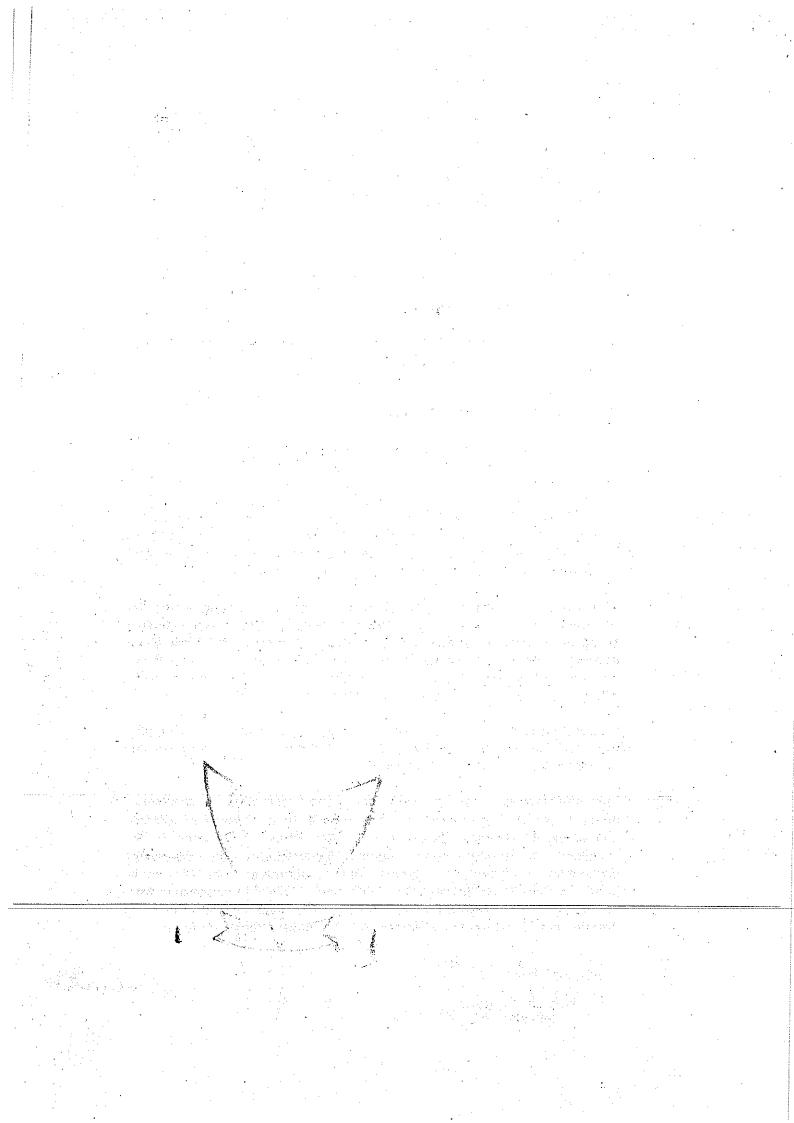


- 23. That the Developer shall have rights to transfer all its rights and obligations under this Collaboration Agreement in part or in whole to any other person, company or entity without affecting the rights of the Owner contained in this Collaboration Agreement. The Developer shall be entitled to sell its share of the super built-up area to any party either in whole or in parts. The Developer shall be entitled to enter into any agreement to Sell / Lease / Rent or to dispose off its share in any other manner, to receive the payments and to execute the necessary documents in favor of the purchasers. If required, the Owner shall join hands with the Developer in executing such documents in favor of such purchasers and to do all other acts, deeds and things which may be required or necessary to be done in order to confer legal and perfect title in favor of such purchasers. If required the Developer will also extend the same facility to the Owner.
- 24. That the Owner hereby indemnifies and holds harmless the Developer and all its successors, executors, assigns etc. against all losses, expenses and damages that may be suffered by the Developer in relying upon the assurances, undertakings and warranties given by the Owner and forming the basis of this Collaboration Agreement.
- 25. That if either of the parties to this agreement fails to comply with this agreement or if due to the default of either of the parties, the development of the said land and construction of the proposed building thereupon is delayed, then such defaulting party shall indemnify the other party of the loss, damage which the other party may suffer as a result of such a default. In addition the other party shall also have the right to seek specific performance of this Collaboration Agreement or to seek any other legal remedy to recover its dues / investment made into this project.
- 26. That upon the Developer not being able to obtain the license from the competent authority for the proposed building project within such reasonable time as may be mutually arrived at between the parties, this agreement shall automatically stand cancelled / come to an end and whereupon the Owner shall without demur refund to the Developer the within mentioned Refundable Security Deposit.
- 27. That the parties hereto shall be liable in respect of Income Tax and other fiscal liabilities for their respective share in the super built-up area and / or proceeds thereof under this agreement.
- 28. That simultaneously with the execution of the Collaboration Agreement dated 24.08.2009, the Owner had executed a Special Power of Attorney authorizing Mr Gautam Bhaila s/o Sh Anil Bhaila a nominee of the Developer to prepare, apply, submit, acknowledge the necessary applications / documents / papers/ Bank Guarantees for and on its behalf before the competent Govt authorities / DTCP in connection with the said license, approvals, permissions. The said Special Power of Attorney is still in force and effective and shall always remain in force.

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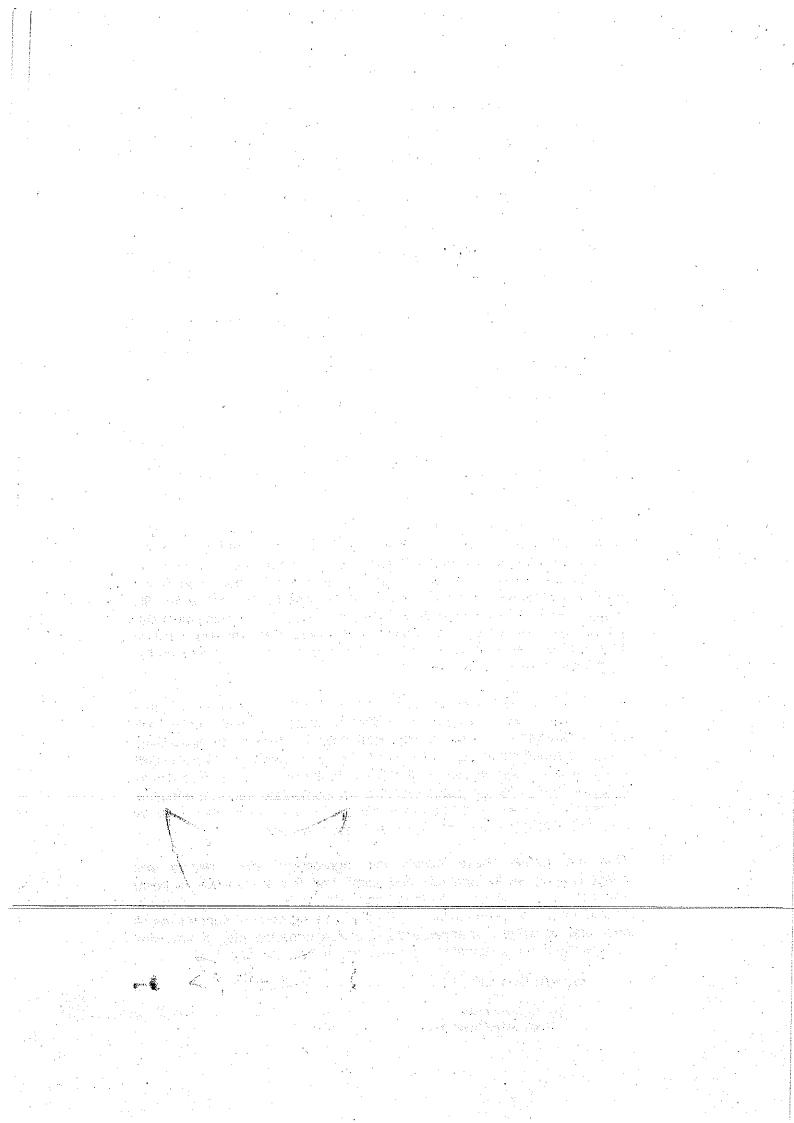


- 29. That the Developer shall be entitled to name the proposed project as it deems fit and the Owner shall not object to the same. The Developer shall also be entitled to advertise/ publicize the proposed building through newspapers and other forms of print and electronic media.
- 30. That this Agreement is subject to Force-Majure Clause i.e. in any unforeseen adverse eventuality, Developer shall not be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms thereof by reason of future restrictive government laws or regulations, riots, insurrection, war, terrorist action, acts of God etc.
- 31. That this Agreement is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana in general and Gurgaon in particular.
- 32. That the Parties undertake to keep confidential and not to divulge or communicate to any person, except in the performance of its obligations under this Agreement, or use for its own purposes, trade secrets, confidential commercial information, financials, operations, plans, know-how or any other information concerning the Parties or any of its Affiliates, which is not in public domain.
- 33. That all notices, requests, demands, statements and other communications required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by registered mail at the addresses of the parties mentioned above or at such other addresses as from time to time designated by notice from the respective party to the other party. Any such notice or communication shall be deemed to have been duly given and served at the date and time of receipt of first refusal of delivery, if sent by registered mail or delivered by hand against proper acknowledgement.
- 34. That the Owner shall without demur refund to the Developer the entire fees, security deposit and other deposits by whatever named called paid by it (Developer) to the various authorities for seeking the approvals, licenses, sanctions etc. alongwith interest @ 18% thereupon from the date of payment in case the title of the Owner to the said land is found to be defective and/or the proposed project is not completed due to a default or impediment on the part of the owner and the Owner shall be also liable for payment of all damages and expenses to the Developer.
- That the parties have signed this agreement after reading and understanding all its contents and admit that this transaction is being entered into by them voluntarily and without any outside pressure, coercion and / or undue influence. Further, this Agreement supersedes all prior oral or written arrangement(s) / correspondence etc., if any, and records the entire arrangement between the parties fully and finally.

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36. That this agreement is irrevocable and is specifically enforceable in a court of law as per the terms and conditions contained herein. If any party violates this condition it shall be required to without demur compensate the other party the resultant loss suffered by it.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witnesses:

C.L. ARORA 8098

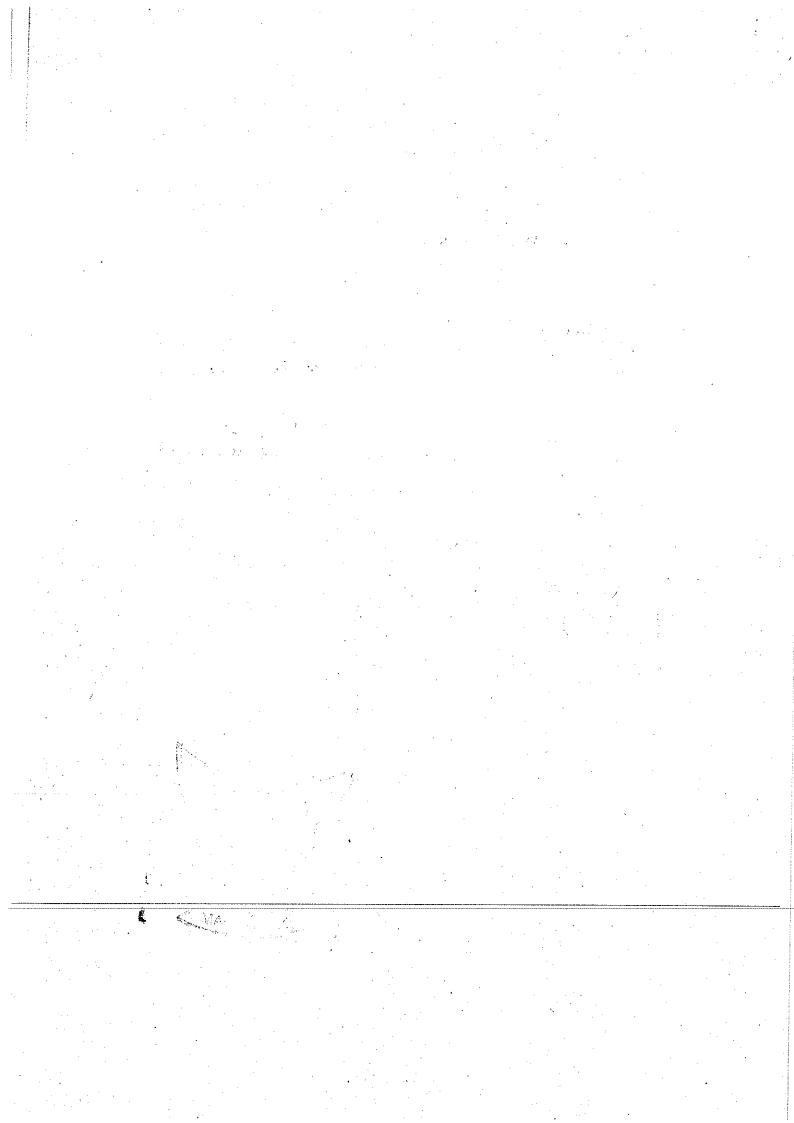
For Vatika Ltd IMITED Carris Gurgaon

Raj Kumar Sahni Authorized Signatory (Developer)

Dr. Tej Pal (Owner)

Smt. Shakuntala Devi (Owner)

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Annexure A

Land Schedule

Land falling in Khewat / khata no 150/197, Khasra No 633/2 total measuring about 4 Bigha, 16 Biswa, 11 Biswansi situate in the revenue estate of village Shikohpur, Tehsil & District Gurgaon

Party of 1st Part

For VATIKA LIMITED

Vatika Letchrised Signatory

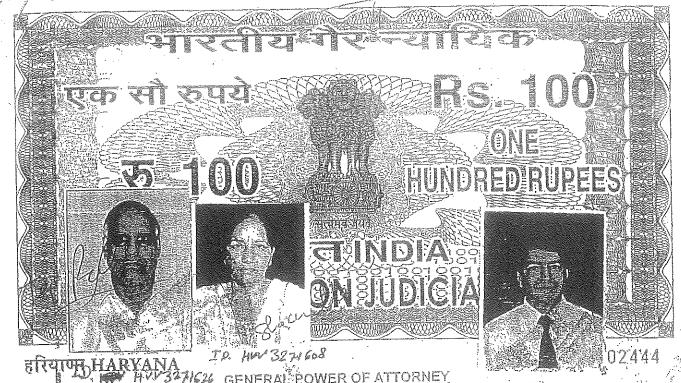
Party of 2nd Part

(Dr. Tej Pal Singh)

Chalcoully (Smt. Shakuntala Devi)

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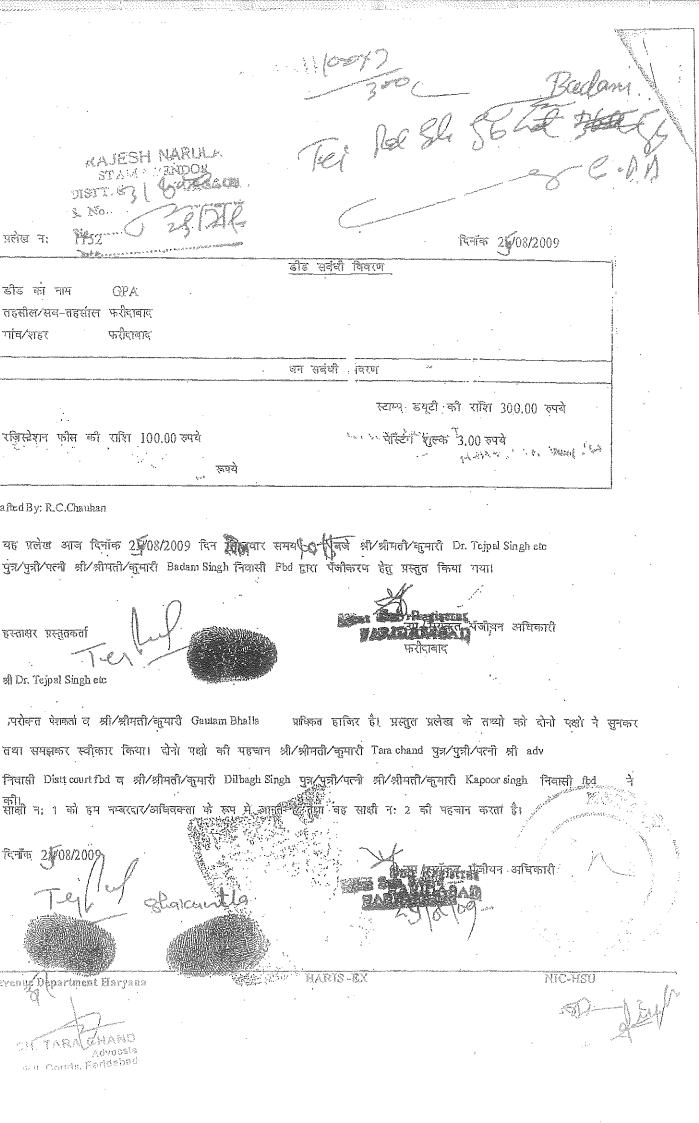


Know all these men that WE, Dr Tejpal Singh s/o late Sh Badam Singh and Shakuntala Devi w/o Dr Tejpal Singh both presently at village Ajrondha Dist Faridabad (hereinafter jointly as well as severally referred to as "Gwner", which expression shall, unless excluded by or repugnant to the context or meaning thereof be deemed to include our heirs, successors, representatives, executors and assigns; (hereinafter jointly as well as severally referred to as "Executants") state as under:-

Whereas the Executants who are the permanent resident of House No. 172, Sector 17, Gurgaon are the sole and absolute owners and in lawful and peaceful possession of a parcel of land falling in Khewat / khata no 150/197, Khasra No 633/9 total measuring about 4 Bigha, 16 Biswa, 11 Biswansi situate in the revenue estate village Shikohpur, Tehsil & District Gurgaon, the details of which are fully described in the statement annexed and marked hereto as Annexure — A, being hereinafter referred to as the said Land. (which expression shall mean and include all tube wells, shed, structures, gardens, orchid, place of worship, houses tress, crop and the like constructed/standing/erected thereon now or at any time in future).

AND WHEREAS the Executants have entered into a collaboration agreement dated 24th August, 2009 ("Collaboration Agreement") with Vatika Ltd, a company registered under the Companies Act, 1956 having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi — 110019 and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok –I, M. G. Road, Gurgaon —122092 through its Director Sh Gautam Bhalla (hereinafter referred to as "Developer") for constructing upon the Said Land a commercial building after obtaining the necessary permission, sanction and license from competent authority (proposed building.

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Drafted By: R.C.Chauhan

हस्ताक्षर प्रस्तुतकर्ता

श्री Dr. Tejpal Singh etc

दिनाँक 2,708/2009

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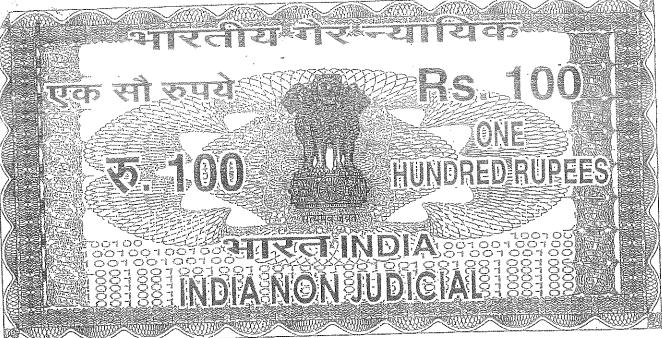
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AND WHEREAS the said Developer has requested the Executants to grant and execute a General Power of Attorney in favour of its nominee Shri Gautam Bhatla s/o Sh Anil Bhalla r/o 4, Prakriti Marg, Bund Road, Sultanpur, Mehrauli, New Delhi.

NOW THEREFORE, WE the Executants, do hereby jointly as well as severally appoint, nominate and constitute Shri Gautam Bhalla as our true and lawful attorney to do, all or any of the following acts, deeds, things on our behalf and, in our name and which the said Attorney has agreed to do.

- To takeover actual and absolute physical possession of the Said Land and to hand over possession of the said land to the Developer and/or person nominated by the Developer.
- 2) To engage and appoint surveyors, architects, contractors, and such other consultants and experts as may be required for planning, obtaining of licenses and permits for developing, constructing / executing and completing of the proposed building.
- 3) To prepare plans and make applications for obtaining of change of land use of the said land, licenses, permits, permissions and approvals for zoning, construction, development, sale and marketing of the proposed building, make / receive payment of fees and charges, incur expenses for the said purpose.

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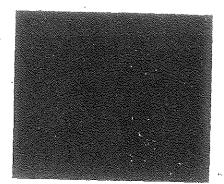
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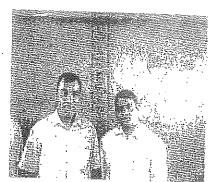
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Jr. Tejpal Singh etc_

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प्राधिकत

Gautam Bhalla_

मबाह 1:- Tara chand

गुनाह 2:- Dilbagh Singh

प्रभाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कर्मांक 1,152 आज दिनोंक 2\$\frac{1}{2}\((08/2009\) को बही नः 4 जिल्द नः 0 के पृष्ठ नः 147 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नः 17 के पृष्ठ संख्या 34 से 36 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 2/38/2009

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4) To get the license transferred in due course in the name of the Developer, Vatika Limited or its associates / nominees or any other person, company or entity as my said Attorney may deem fit and proper.

- 5) To invite tenders and offers for the purpose of construction of the proposed building on the said land, to accept such tenders or offers on such terms and conditions as my said Attorney may in his absolute discretion deem fit, to give construction contract to such contractors, person (s) / agencies as my said Attorney may deem fit and proper and to get all such proposed building duly completed by the said contractors / person (s) / agencies and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of the said land wholly or partly or in stages and for constructing of building or structures thereon and / or furnishing / cladding the premises therein as my said Attorney may in his absolute discretion deem fit and to pay the costs of construction and development of the proposed building or structures and for furnishing of the premises, to such contractors and other persons or bodies and to obtain valid receipts and discharges therefor to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the buildings or structures on the said land on such terms and conditions as my said Attorney may in his discretion deem fit, and proper.
- To engage various agencies and persons in connection with the construction / development / execution / completion of the proposed building.

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- 7) To market, advertise, brand, publicize, operate, maintain, lease / license, sell or allenate in any other manner to third parties commercial spaces in the proposed building for such price and on such terms and conditions as may be agreed by the Developer from time to time and to sign, execute all relevant documents for sale, lease or license including but not limited to Conveyance Deeds, Sale Deed, Agreement to Sell, Buyer Agreement, Exchange Deeds, Leave and License Deeds, Lease Deeds etc. with respect of the Developer's share in the proposed building and to receive payments/ consideration / deposits / advances / rents / fees / charges there for in its own name and behest. However, it is made clear that the Attorney shall not sell, lease, license or alienate in any other manner any portion of the Developer's share in the proposed building until the share of the Owners, Executants herein, is divided by metes and bounds on the approved map of the proposed building. However, my Attorney above named shall be fully empowered to agree to sell, lease, license or alienate in any manner to any third party (ies) space(s) falling into the share of the Developer in the proposed building anytime hereinafter.
- 8) To receive at any time hereinafter from the said prospective buyers / allottees / Lessees/Licensees / users or their heirs, representatives and / or assigns, payments / consideration amounts, deposits / advances / rents / fees / charges and give effective receipts and discharges for the same.
- 9) To avail a loan for development of the said land and for construction of the proposed building against equitable mortgage of the said land (by deposit of the original title deeds of the said land), and to register any document for and on our behalf in this regard provided that such loan shall be availed by the Developer after the license for the proposed project has been received from the competent authority.
- 10) To sell / transfer / convey in any manner to third parties or to the Developer the undivided proportionate share of the Developer in the said land which shall be in proportion to the share of the Developer in the total super built-up area availed on the said land and to sign, execute and register the relevant documents including the sale / lease deeds, security deposit agreements, agreement for sale, deed Conveyance Deed /Sale Deed /Exchange Deed etc.
- 11) To appear on our behalf before the Register or sub-register or any other authority competent with regard to the development of the said land / construction of the proposed building and to present for registration and / or receive any document in this regard including but not limited to lease deeds, security deposit agreements rectification deeds agreement's for sale and Conveyance Deed /Sale Deed /Exchange Deed's.
- 12) To do all acts, deeds and things required for amending / rectifying any entries in respect of the said land in the land revenue records.

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- 13) To remove / dismantle /shift all structures, houses, equipment that may exist, now or from time to time on the said Land and to pay all mortgages, and to remove all encumbrances, charges over the said land.
- 14) To do all acts, deeds things relating to the said land, the Proposed building including but not limited to obtaining electricity water, sewer and other connections from Municipal and other authorities in respect of the proposed building and to do and all necessary actions in connection therewith.
- To represent us in all offices of President of India Governor, state of Haryana, Director Town & Country Planning Department Haryana, Haryana Urban Development Authority, Panchayat Local government income tax Department Municipal Corporation, Haryana State Electricity Board, Fire Authority or any other Government Authority/ Local Body, to sing. Make, affirm, present, execute and register, if required any letter applications, forms documents deeds, affidavits indemnities undertakings, Guarantees, representations, and petitions for all /any licenses, permissions and consents required in connection with the obtaining of change of land use of the Said Land. Licenses, permits, permission and approvals for zoning, construction, development, sale and marketing of built up spaces in the proposed building and, make payments of fees, charges and receive refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purpose aforesaid.
- To appear and represent us before any court of law, authority collector, Tehsildar, revenue court, etc. appoint/dismiss /re-appoint lawyers, experts, and file/ initiate/ contest/ settle any legal proceeding, suits complaints, writs, claims appeals, partition suits and to sing submit and affirm plaints, petitions written statements, securities bonds, surety bonds, applications written statements, affidavits, undertakings, indemnities and all other documents as maybe required for the said purposes and also to replace any security bonds and/or surety bonds given by us by deposit of money or by any other mariner as the concerned court may deem appropriate.
- 17) To further delegate all or any of the aforesaid powers to any other person or persons and to appoint any other attorney or attorneys with all or any of the said powers, and to cancel withdraw and /or revoke the powers conferred upon such attorneys.
- 18) To further and more effectually doing, effecting and performing of the several matters and things aforesaid, we hereby give and grant unto our said Attorney, full power and authority to appoint one or more substitute or substitutes and to remove such substitute or substitutes at pleasure and to appoint other or others in his or their place for all or any of the matters aforesaid upon such terms and conditions as my said Attorney shall think proper and expedient.

That all acts, Deeds and things done or caused to done by the said attorneys or by any of their delegate or delegates shall be deemed to have been done by us and we hereby agree that we shall ratify afth confirm all and whatever the said attorneys or

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its/their delegate or delegates shall do or cause to be done by virtue or the powers conferred by these presents.

That this Power of Attorney is subject to the terms and conditions of the Collaboration Agreement dated 24th August, 2009 entered between Valika Ltd and ourselves.

WE the above names Executants do hereby declare that this instrument is irrevocable and shall be equally binding on our legal heir, representatives, nominees and successors.

In witnesses whereof WE, the above Executants have executed this Power of Attorney at Faridabad on this 25%, day of August 2009 in the presence of witnesses:

Witnesses

1. CH. TARW CHAND Advocate
Distr. Courts, Faridabed

EXECUTANTS

Dr Tejpal Singh

Shakuntala Devi

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COLLABORATION AGREEMENT

This Collaboration Agreement is made at Gurgaon on this 24. day of August, 2009.

BETWEEN

Vatika Ltd, a company registered under the Companies Act, 1956 having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi – 110019 and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok –I, M. G. Road, Gurgaon – 122002, through its Deputy Managing Director Sh Gautam Bhalla (hereinafter referred to as "Developer", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its subsidiary companies, associates, representatives, executors and assigns, FIRST PARTY.

AND

Dr Tejpal Singh s/o late Sh Badam Singh and Smt Shakuntala Devi w/o Dr Tejpal Singh both r/o House No 172, Sect – 17, Gurgaon – 122002 (hereinafter jointly as well as severally referred to as "Owner", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include their heirs, successors, representatives, executors and assigns, SECOND PARTY.

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WHEREAS

- A. The First Party is a well known Developer and is engaged in the business of promotion, development and construction of real estate and is well established in this business in India.
- B. The Owner, the Party of the Second Part as mentioned hereinabove, is the owner in possession of and is fully entitled to a parcel of land falling in Khewat / khata no 150/197, Khasra No 633/1 total measuring about 4 Bigha, 16 Biswa, 11 Biswansi situate in the revenue estate of village Shikohpur, Tehsil & District Gurgaon, the details of which are fully described in the statement annexed and marked hereto as Annexure A, being hereinafter referred to as the said Land.
- C. The Owner has represented that he is the absolute owner in possession of the said land and is absolutely entitled and empowered to construct / develop the said Land in collaboration with the Developer.
- D. The Owner has represented and assured that the said Land is free from all encumbrances, attachments, mortgages, liens, court cases / orders / decrees / stays, prior agreements, acquisition proceedings etc.
- E. The Owner has approached the Developer with a request to develop the said land and to construct thereupon a Commercial building after obtaining necessary licenses, approvals and sanctions from all concerned statutory authorities and bodies.
- F. The parties hereto have mutually discussed the terms and conditions of development of the said land and to undertake construction thereupon and have agreed to the terms and conditions as mentioned hereunder:-

NOW THEREFORE, THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE AS FOLLOWS:

- 1. That the objective of this COLLABORATION AGREEMENT is to develop the said Land and to construct thereupon a commercial building with such common amenities and facilities, as stated hereinafter, after obtaining requisite permissions and approvals, no objections and sanctions etc. from the Director, Town & Country Planning, Haryana or any other such Authority or the State Government (Proposed Building).
- 2. That as a result of this Collaboration Agreement as agreed herein, the Owner shall be entitled to 31% of the permissible super built up area that may be available on the said land (Owner's Share) whereas the Developer shall be entitled to the remaining 69% of the super built up area that may be available on the said land (Developer's Share). The parties will divide their respective shares in the super built up area after the approval of the building plans of the proposed building by the competent

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authority, such division shall be subject to reconciliation at the time of the Developer making an application for issue of Occupation Certificate, such reconciliation may be necessitated on account of any modification of Building Plans that may be required to be carried out during the period of construction. It is clarified that the within mentioned division will be carried out by the parties by demarcating their respective shares on a copy of the map approved by the competent authority and by signing thereupon in token of having accepted/ agreed for the said division. Further, as the Developer will maintain the proposed building, either itself or through any maintenance company nominated by it, the Owner shall have no role or right in such areas of the building as the roof, basement(s), areas used for housing maintenance equipment etc, open areas, green areas and other such areas. However, the Owner will be entitled to have space for car parking as per the norms, in proportion to the Owner's share of super built up area in the proposed building.

DEFINITION OF SUPER BUILT-UP AREA

Super Built-up Area- when used in relation to the proposed building shall mean and include the sum of the carpet area of all units therein and the prorata share of such units in the common areas in the proposed building.

Carpet Area - when used in relation to the proposed building shall mean the sum of net floor area of all units therein excluding the area of walls.

Common Area — when used in relation to the proposed building shall mean all such areas of the proposed building which the Owner shall use by sharing with other occupants of the proposed building including entrance, canopy and lobby, atrium, corridors, circulation areas and passages, security, fire control room(s), if provided, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms, if any, staircases, mumties, lift machine rooms, AC Chiller rooms, water tanks, gate posts, the entire services areas in the basement including but not limited to electric substation, transformers, DG set rooms, underground water and other storage tank, pump rooms, maintenance rooms, fan rooms and other service rooms etc but does not include the remaining areas in the basement and roof / terrace.

3. That the upkeep, maintenance and management of the proposed building and common areas, maintenance and operation and up keep of plant and machinery shall be organized by the Developer or its nominated Maintenance Agency. All such costs, expenses, accruals to or provisions shall be borne and paid by the Owner to the extent of its share in the proposed building. The charges so fixed and payable every month shall be apportioned by the Developer to which the Owner hereby agrees to accept as final and binding. It is clarified that Maintenance charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the Developer / concerned agency / Deptt /

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Maintenance agency and shall be paid by the Owner as stipulated herein within the stipulated time.

- 4. That the Developer and the Owner will be entitled to any future FAR that may become available and is availed, on the said land due to change of regulations in proportion to their shares of super built up area as defined above. The expenditure involved in availing such additional FAR may be met as may be mutually decided by and between the parties. However, the Developer will not club any other land with the said land for the purpose of development and the proposed building will be constructed on a stand alone basis.
- 5. That the Owner's share will be calculated proportionately on each floor of the proposed building as may be practically possible and will be allocated by metes and bounds as may be mutually agreed by the parties.
- That as a security for the performance of its covenants made herein the Developer has agreed to pay to the Owner a sum of Rs.70,00,000/- (Rupees Seventy Lac only) as Refundable Security Deposit out of which the Developer has paid to the Owner Rs.35, 00,000/- (Rupees Thirty five Lac only) vide cheque No Dated Dated Drawn onbank simultaneously with the execution of this agreement and the balance Rs 35,00,000/- (Rupees Thirty-five lac only) will be paid by the Developer to the Owner within 03 (three) months from the date of execution of this agreement against a duly executed receipt. The Owner hereby acknowledges the receipt of the said sum of Rs 35,00,000/- from the Developer. The aforesaid Security Deposit of Rs.70,00,000/- (Rupees Seventy Lacs only) shall be refunded by the Owner to the Developer in lumpsum (in a single installment), without any interest thereon, on the Developer offering physical possession to the Owner of his share of super built up area in the proposed building after its division by metes and bounds on the map of the proposed building. The Developer shall be entitled to withhold handing over possession of the Owner's share in case there is delay in refund of the Security Deposit and to also charge compound interest @ 18% p.a for the period of delay and the Owner shall have to pay the same without demur. However, the Owner will be free to retain the said Security Deposit or a part thereof by surrendering out of his share some portion of the super built up area to the Developer on the values and terms as may be agreed between the parties.
- 7. That the Developer will develop the said land and construct thereupon the proposed building at its own cost and expense after procuring at its own expense the requisite licenses, permissions, approvals, sanctions, wherever required. However, it is specifically agreed between the parties that the Developer will construct the proposed building on the said land as and when it is mutually decided by the parties keeping in view the market conditions. However, the Developer expects the market conditions to improve within the next 12 months of execution of this agreement and will take necessary steps for obtaining license for the proposed building on the said land.

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- That the Developer has informed the Owner that it shall avail a loan for 8 development of the said land and for construction of the proposed building against equitable mortgage of the said land (by deposit of the original title deeds of the said land). The Owner has agreed to handover all original title deeds/ documents of the said land such as Sale Deeds, Jamabandies, Mutations, Khasra Girdawaris etc. to the Developer and has agreed to complete other formalities/ documentation for the said purpose as and when required. Such equitable mortgage shall be for development of the said land only and will be created after licence for such development has been granted by the competent authorities. However, the Developer has assured the Owner that the Owner's share in the super built up area in the proposed building will be free from all sorts of encumbrances including mortgage at the time of offer of possession to the Owner of his share of the super built up area and that the Owner's rights in his share will include all rights of easement thereof.
- That all approvals, sanctions, no objections, wherever required for the 9. development and construction on the said land will be obtained by the Developer at its own cost and expense. However, the Owner has agreed to fully cooperate with the Developer in this regard and to sign/ execute (and to get registered, if necessary) all papers, applications, documents, petitions, indemnities, undertakings, affidavits, plans, general/ special power of attorneys as the Developer may require in its name or in the name of its nominee(s) to represent the Owner before the concerned statutory and other authorities and to enable the Developer to obtain necessary permissions and approvals in connection with the development of the said land and to commence and complete construction of the building on the said land including applications for obtaining the building licenses and sanction plans and any modification or amendments thereof, including for obtaining water, electricity, sewerage connections etc and for fully effectuating the terms and conditions of this agreement and also empowering such attorney(s) to sell the super built-up area in the proposed building falling to the Developer's share along with undivided proportionate share in the land underneath the said built-up area (s). The Developer will ensure that sale of its share of super built up area in the said building does not cause any obstacle in the use/ sale by the owner of his share of the super built up area.
- That the Owner has, simultaneously with the signing / execution of this agreement, appointed and constituted Sh. Gautam Bhalla s/o Sh Anil Bhalla r/o 4, Prakriti Marg, Bund Road, Sultanpur, Mehrauli, New Delhi as his duly constituted General Power of Attorney to do and perform all acts, things and deeds necessary in pursuance to and fulfillment of this Collaboration Agreement and to sell / transfer / convey the super built-up area(s) along with proportionate indivisible share in the said land underneath the said built-up areas, falling only to the share of the Developer in terms of this Collaboration Agreement in his name and on his behalf, which shall stand duly ratified by the Owner. The said Power of Attorney executed by the Owner simultaneously, with the signing of this

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agreement shall be irrevocable and shall be totally / absolutely binding on the Owner and his legal heirs for all intents and purposes connected with this Collaboration Agreement.

- That the Owner hereby declares and assures that there is no charge, lien, mortgage and / or encumbrance of any kind whatsoever on the said land and the same is free from court decree, stay, attachment order / litigation and the owner has a clear marketable title to the said land. Further, if at any stage, any previous agreement / MOU executed by the Owner with any party or any advance taken by the Owner in relation to the said land or any part thereof is noticed and the project is delayed on account of the same, then the Owner shall be fully responsible and liable for the same and indemnifies the Developer against all losses, damages and expenses that may be suffered by it on account of the same. The Owner agrees to refund the Security Deposit to the Developer forthwith in such a case along with compound interest @18% from the original date of receipt and to face all consequences and actions that may be taken by the Developer at its sole discretion under such circumstances.
- 12. That the Owner further undertakes that it shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc and shall not create any obstruction or impediment on any ground whatsoever, in the development of the said land by the Developer.
- 13. That as stated above, the entire expenses for carrying out the development of the said land and the construction thereupon including preparation of plans, architect's fees, contractor's bills, statutory fees, IDC, EDC, conversion fee, charges and expenses in connection therewith, shall be wholly to the account of the Developer. Any tax, charge, levy or liability accrued / accruable till the date of handing over vacant possession of the said land to the Developer, shall be borne and satisfied by the Owner.
- 14. That the proposed construction on the said land shall be uniformly of good quality. However, the Owner shall be precluded from questioning the quality; workmanship during development of the said land / construction thereupon or after the same is complete.
- 15. That the Owner shall be bound by all terms and conditions such as layout, height, usage, finish exterior / interior, colour scheme, nomenclature, maintenance and the as may be prescribed by the Developer in respect of the proposed building and the construction upon the said land.
- That the Power of Attorney, appointed and constituted by the Owner irrevocably, shall be fully empowered to deal and act upon the licenses and sanctions that may be granted by the authorities for development of the said land and for construction thereupon and the Owner shall extend all assistance and co-operation for smooth completion of the proposed building.

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- 17. That the Developer shall be fully entitled to sell, transfer, convey and / or assign or agree to sell its share of super built-up area(s) without any interference from the Owner at any point of time and through the irrevocable Power of Attorney appointed and constituted by it (Owner). The Owner shall be free to sell built-up area falling to its share without any liability on the part of the Developer. However the entire general marketing of the built-up areas in the proposed building shall be done by the Developer at its own cost.
- 18. That simultaneously with the execution of this agreement the Owner has handed over vacant, lawful, peaceful physical possession of the said land to the Developer after removing tube wells, sheds, structures, houses, places of worship, trees, gardens, crops etc, on the spot hereof and from now on the Developer shall be fully entitled to measure and fence the same and carry on developmental activities over the same (said land) and such other activities as set out herein. In the event the Owner fails to remove all or any of the structures, the Developer may remove the same without any liability on its part and without any reference to the Owner.
- 19. That simultaneously with the execution of this agreement, the Owner has handed over to the Developer the photo copies of title deeds/ documents of the said land such as Sale Deeds, Jamabandies, Mutations, Khasra Girdawaris etc. and the Owner further undertakes to furnish original title deeds and further available documentary evidence of ownership of the said land as and when required by the Developer for the purposes of obtaining license / CLU / permissions or any other approval or sanction to be obtained by the Developer from the competent authorities or for creation of equitable mortgage on the said land.
- 20. That the Developer will charge transfer/ administrative charges, as may be fixed by it from time to time, from the purchaser in case the Owner sells his share in the super built-up area to third parties. Such transfer/ administrative charges shall also be payable by each subsequent transferee(s) and the Owner undertakes to incorporate this stipulation in the transfer document that may be executed by it while selling / transferring his share of the super built-up area.
- 21. That the parties understand that this Collaboration Agreement shall not be deemed or construed to be a partnership or joint venture. This Collaboration is purely an agreement for the development and sharing of developed / built-up areas by and between the parties as mentioned hereinabove.

22. That the Developer shall be entitled to advertise the said project at its cost through pamphlets, brochures, advertisements in print and electronic media, sign boards, neon signs on the said land or other places or in any manner as the Developer may deem fit and proper and thus it shall be entitled to invite buyers / customers to the site.

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- 23. That the Developer shall have rights to transfer all its rights and obligations under this Collaboration Agreement in part or in whole to any other person, company or entity without affecting the rights of the Owner contained in this Collaboration Agreement. The Developer shall be entitled to sell its share of the super built-up area to any party either in whole or in parts. The Developer shall be entitled to enter into any agreement to Sell / Lease / Rent or to dispose off its share in any other manner, to receive the payments and to execute the necessary documents in favor of the purchasers. If required, the Owner shall join hands with the Developer in executing such documents in favor of such purchasers and to do all other acts, deeds and things which may be required or necessary to be done in order to confer legal and perfect title in favor of such purchasers. If required the Developer will also extend the same facility to the Owner.
- 24. That the Owner hereby indemnifies and holds harmless the Developer and all its successors, executors, assigns etc. against all losses, expenses and damages that may be suffered by the Developer in relying upon the assurances, undertakings and warranties given by the Owner and forming the basis of this Collaboration Agreement.
- 25. That if either of the parties to this agreement fails to comply with this agreement or if due to the default of either of the parties, the development of the said land and construction of the proposed building thereupon is delayed, then such defaulting party shall indemnify the other party of the loss, damage which the other party may suffer as a result of such a default. In addition the other party shall also have the right to seek specific performance of this Collaboration Agreement or to seek any other legal remedy to recover its dues / investment made into this project.
- 26. That upon the Developer not being able to obtain the license from the competent authority for the proposed building project within such reasonable time as may be mutually arrived at between the parties, this agreement shall automatically stand cancelled / come to an end and whereupon the Owner shall without demur refund to the Developer the within mentioned Refundable Security Deposit.
- 27. That the parties hereto shall be liable in respect of Income Tax and other fiscal liabilities for their respective share in the super built-up area and / or proceeds thereof under this agreement.
- That simultaneously with the execution of this agreement the Owner has executed a Special Power of Attorney authorizing Mr Gautam Bhalla s/o Sh Anil Bhalla a nominee of the Developer to prepare, apply ,submit, acknowledge the necessary applications / documents / papers/ Bank Guarantees for and on its behalf before the competent Govt authorities / DTCP in connection with the said license, approvals, permissions.

29. That the Developer shall be entitled to name the proposed project as it deems fit and the Owner shall not object to the same. The Developer shall

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- also be entitled to advertise/ publicize the proposed building through newspapers and other forms of print and electronic media.
- 30. That this Agreement is subject to Force-Majure Clause i.e. in any unforeseen adverse eventuality, Developer shall not be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms thereof by reason of future restrictive government laws or regulations, riots, insurrection, war, terrorist action, acts of God etc.
- 31. That this Agreement is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana in general and Gurgaon in particular.
- 32. That the Parties undertake to keep confidential and not to divulge or communicate to any person, except in the performance of its obligations under this Agreement, or use for its own purposes, trade secrets, confidential commercial information, financials, operations, plans, know-how or any other information concerning the Parties or any of its Affiliates, which is not in public domain.
- 33. That all* notices, requests, demands. statements and other communications required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by registered mail at the addresses of the parties mentioned above or at such other addresses as from time to time designated by notice from the respective party to the other party. Any such notice or communication shall be deemed to have been duly given and served at the date and time of receipt of first refusal of delivery, if sent by registered mail or delivered by hand against proper acknowledgement.
- 34. That the Owner shall without demur refund to the Developer the entire fees, security deposit and other deposits by whatever named called paid by it (Developer) to the various authorities for seeking the approvals, licenses, sanctions etc. along with interest @ 18% thereupon from the date of payment in case the title of the Owner to the said land is found to be defective and/or the proposed project is not completed due to a default or impediment on the part of the owner and the Owner shall be also liable for payment of all damages and expenses to the Developer.
- 35. That the parties have signed this agreement after reading and understanding all its contents and admit that this transaction is being entered into by them voluntarily and without any outside pressure, coercion and / or undue influence. Further, this Agreement supersedes all prior oral or written arrangement(s) / correspondence etc., if any, and records the entire arrangement between the parties fully and finally.

36. That this agreement is irrevocable and is specifically enforceable in a court of law as per the terms and conditions contained therein. If any party

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violates this condition it shall be required to without demur compensate the other party the resultant loss suffered by it.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

| For Vatika Ltd Gautam Bhalla Dy Managing Director (Developer) | Witness: Ver Mallum Father's Name: SP Mallum Address: A/Su (PF) Joseph City 2 Course |
|--|---|
| Dr Tejpal Singh | Witness: Jugh Name: DILBAG SINGH 3/. Father's Name: SH. KAPOORSINGH Address: H.No, 699, Sector - 46 Gwggou. |

LAND SCHEDULE

Land measuring 4 Bigha 16 Biswa, 11 Biswansi in Khewat / Khatta No. 150/197, Khasra No. 633/1 situated in the revenue estate of village Shikopur, Tehsil & Distt. Gurgaon vide mutation No. 3974 dated 25.10.1990

Party of 1st part

Vatika Ltd.

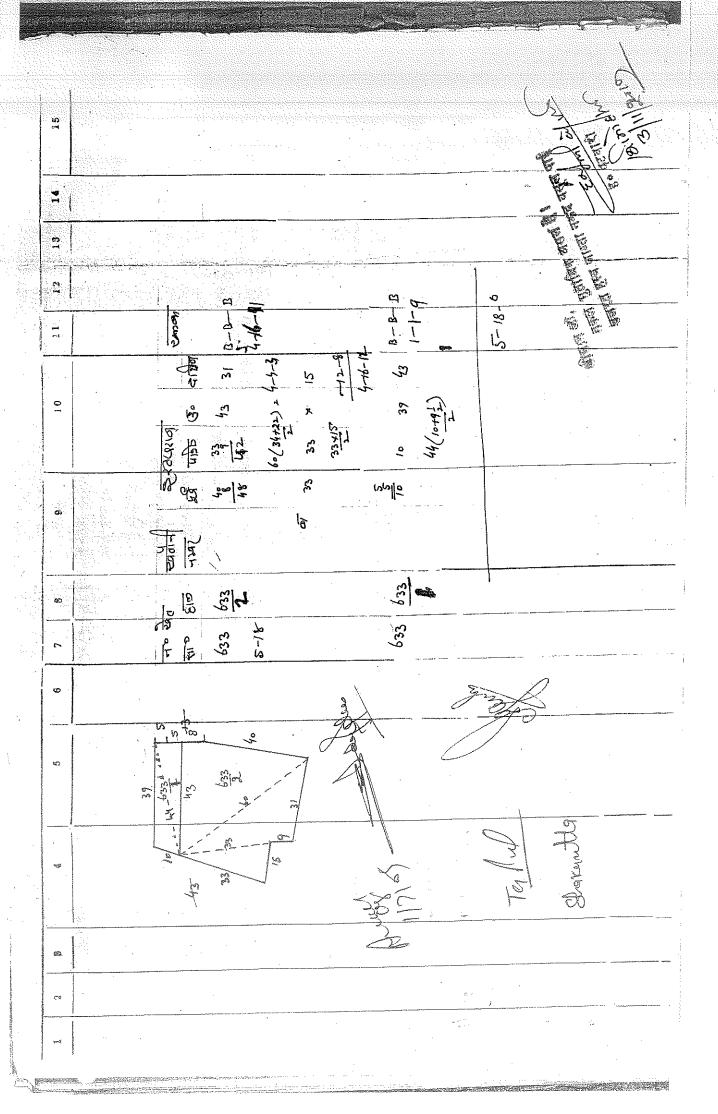
Party of the 2nd Part

(Dr. Tej Pal Singh)

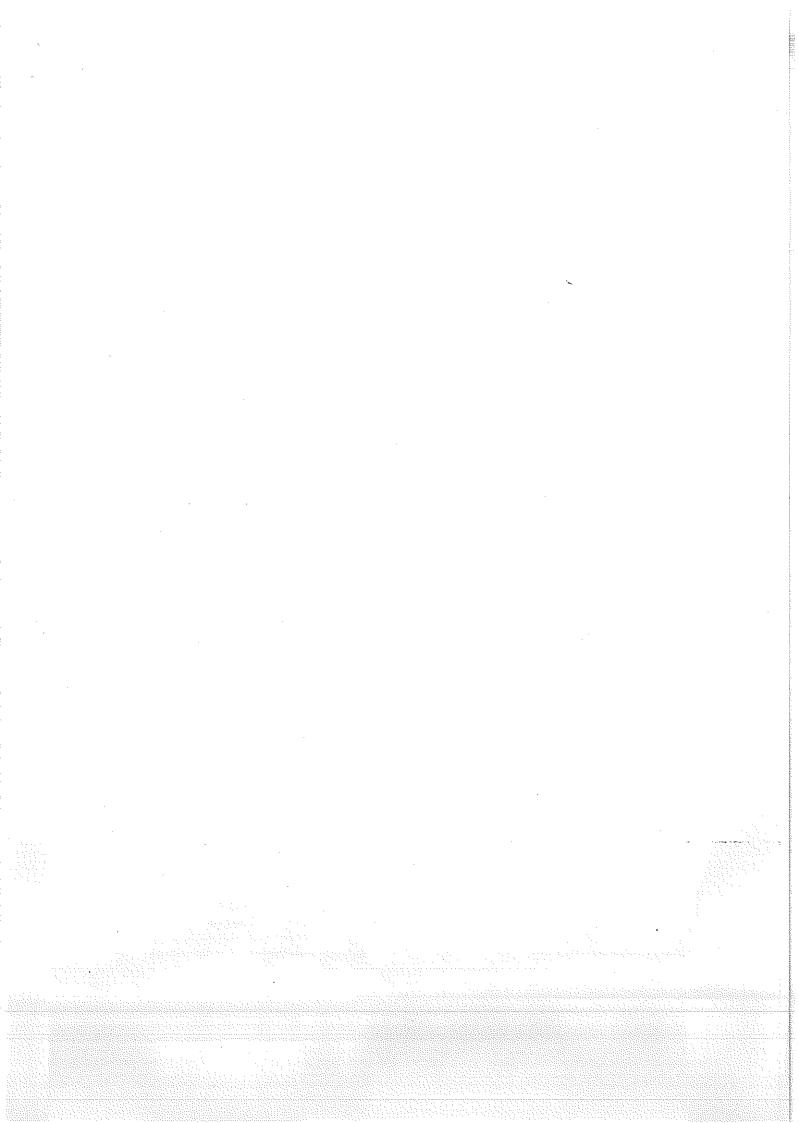
(Shakuntla Devi)

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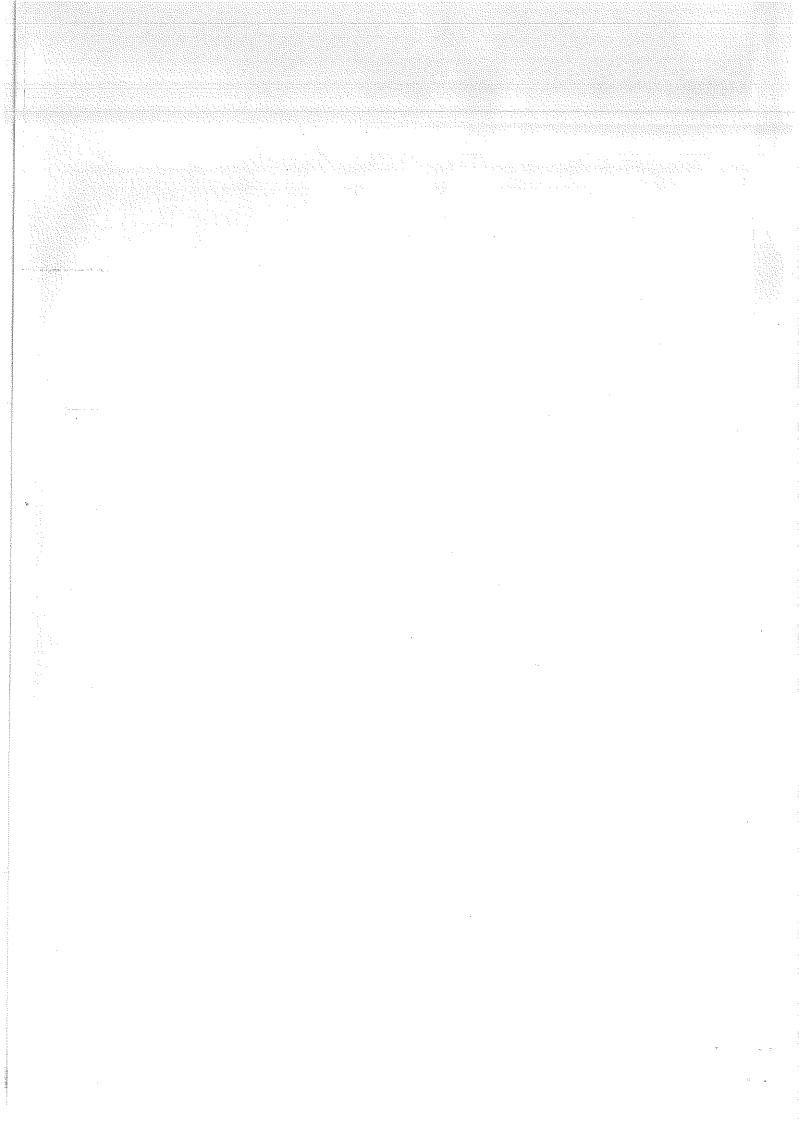


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का है। जी कि मैं अराजी जरई वैवटनः 150 बाता नः 197 नः बतरा 633

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का जिल हूं। यह अराजी ताहाल हर किसम के बार किमन लत से पाक व साम है। अब मुझकी

बराये घर खरच वा तरतकी दिगर अराजी रकम की जरूरत है इसलिए आज अपनी मजी वा खुमी से बगैर दबाव हो भ में होते हुवें अराजी उपर लिखित 4 विधा 16 विस्वा 13 =

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इसके तमाम हकूक बदले मु: 1,12,500/-रूपये। एक लाख बारह हजार पार्च ती स्पयी आधे =

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रूपये। एक लाख बारह हजार पार्च सहै रूपये। बस्ते पे आर्डर वसूल पा लिये हैं, अब खरीददार है कोई भी रकम हैनी बाकी ना रही है।

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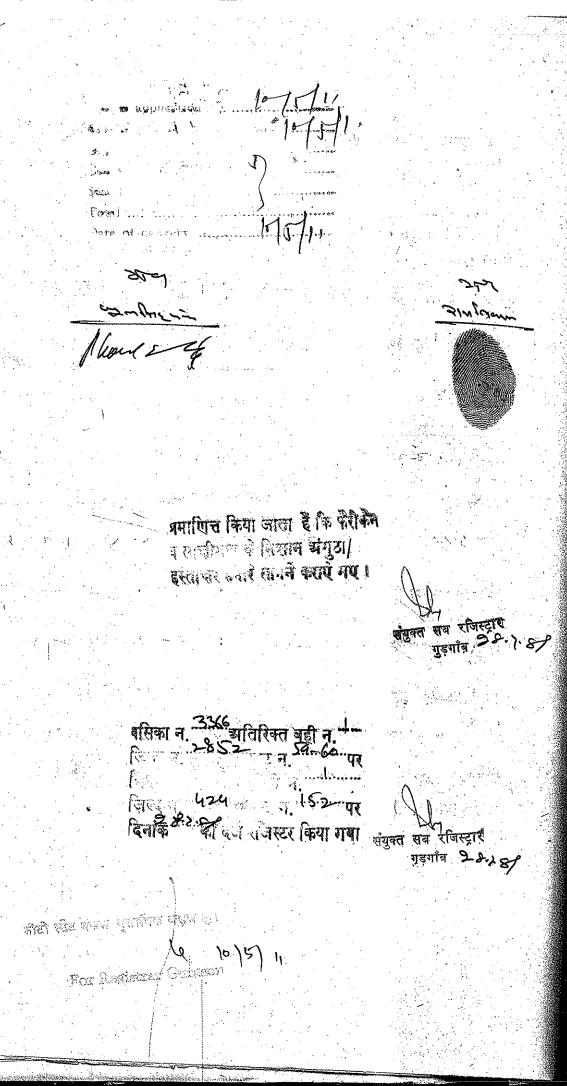
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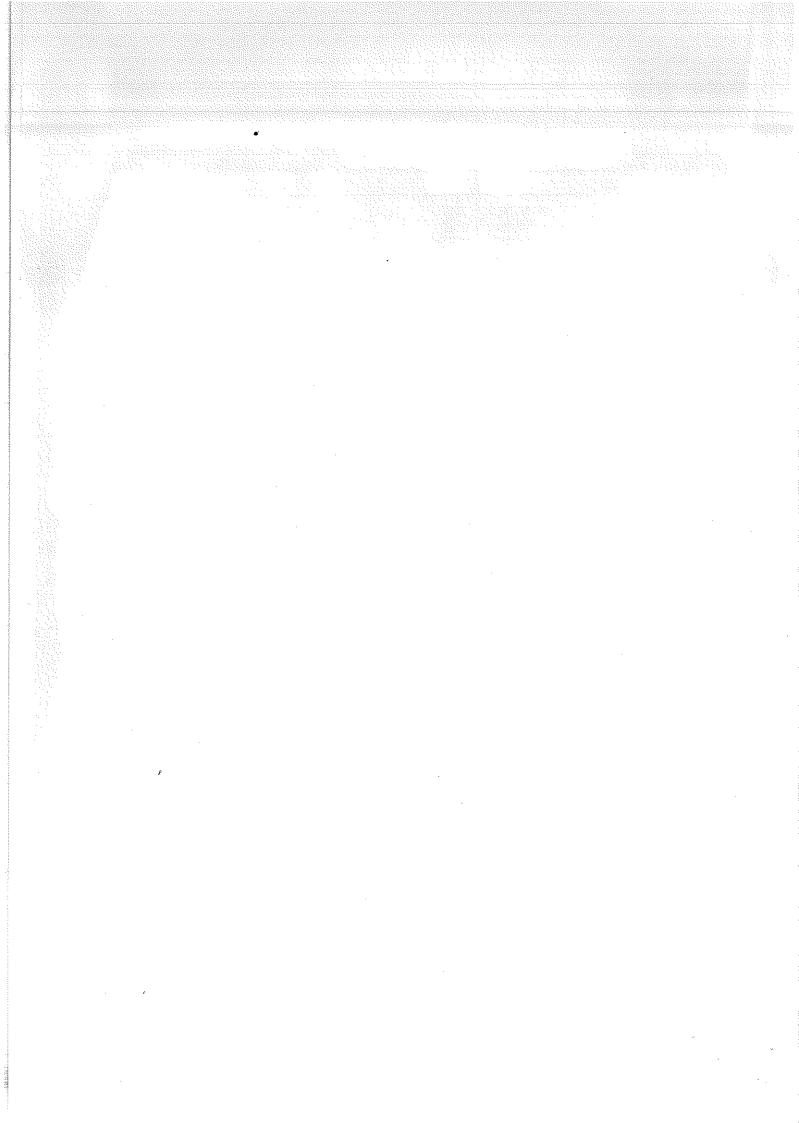
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For Registrar Gargest

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कितम वर्गीका मालपती स्टाम्य नः तिः ईब्ट इयनामा 1,12,500/-स्पर्धे 14065/-स्पर्धे 2050 27-7-89 300

में जवाहर सिंह पुत्र भी गौरर्धन पुत्र भी हेतराम निवासी भिकी हमुर तहसील वा जिला 👈 मूहगावा का हूं। जो कि मैं अराजी जरई केंद्र नः 150 बाता नः 197 नः वंसरा 633 कुल एकबा 14 वियो 10 विस्था पुर्वता वाका सिवाना शिकी त्युर न 3-14 तहसील वा जिला गृहगावा के 1/3 हित्सा बकदर 4 विधी 16 विस्था 13 विस्थानसी = पुर्वता का मालिक वा का बिज है। यह अराजी ताहाल हर किसम के बार किया लत से पाक व साम है। अब मुझकी बराये धर खरच वा तरककी दिगर अराजी रकम की जरूत है इस लिए आज अमनी मर्जी वा सुंभी से बगैर दबाव हो में होते हुवें अराजी उपर लिखित 4 विधा 16 बिस्वा 13 विस्वानसी पुजता के 1/2 हिस्सा बकदर 2 विधा 8 बिस्वा 7 बिस्वानसी पुर्वता को मय इसके तमाम हकूक बदले मु: 1, 12, 500/-रुपये। एक लाए बारह हजार पार्य सा स्पर्यः आधि जिसके मु: 56, 250/-रूपये ही ते है बदस्त श्रीमती शकू-तला देवी पत्नी श्री तेज्याल सिंह निवासी 336 सैक्टर-17 गुड़गावा तहसील वा जिला गुड़गोवा बय कर दी है। और जर बय तमाम मु: 1,12,500/-रुपये। एक लाख बारह हजार पार्च सौ रूपये। बर्स में आईर व तूल पा लिये है, अब उरी ददार से कीई भीरकम लेनी बाकी ना

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10/5/1

For Revistrar Girgaon

बाज तिथि वरोज नमुताबिक श्रीकार रिश्लेण विकास मान्या सम् 9-10 अबाहर मिह क जारक याक विभिन्न स्थान स्था सम्ब क्षपत्ता ा ४५०५ में बगरेज तसदीक रिजास्टी देश किया। संयुक्त सब रिणस्ट्राइ Usvia 25.7.87 बजमन पांत्रका इजा श्री अवाद्यिहिं कांक ने वहांजरी भी टेज्यात कि किर्काल्य स्वरीरमा च्या गया ंर तहरीर व ज्याप्त कि पेशानी की किया । क्रिकारी की किया की किया । शकल दरंसी नोट गिनकर सम्भाले शर् स्वा की लिखे माना है प्राची कि प्रमाण विकास के कार्य के कार कार्य के से ध्रा रहा देशा साम्बी हित्य की पहनान करता है। संहुक्त सब रजिस्ट्रार गुड़गांव 95.7.89 केन्याक दिया स्वीत्र

कड़जा अराजी मुंबईया पर मुझलरीया, का मौका पर करा कर अपने जैसी मालिक वा का बिज बना दी है। तमाम बेरचा बयनामा मुझलरीया ने लगाया है। दाखिल खारीज = खारीज का गजात माल में दर्ज करा कर मन्जुर करा दूंगा। अगर यह अराजी मुंबईया या इसका कोई हिस्सा किसी नुकस कानुनी या मलकियत के सवाल पर कड़जा मुझलरीया है निकल जावेगा तो मैं वापसी कुल जरेबय मय हरजा वा खरचा का जिम्मेवार हूंगा। मैं और मेरे वारसान इस तहरीर के पांबन्द रहेगे। यह बयनामा लिख दिया कि सनद रह समय पर काम आवे तहरीर तारीख 28 नुक्ष का निकल जावेगा तो मैं वापसी कुल जरेबय मय हरजा वा खरचा का जिम्मेवार हूंगा। मैं और काम आवे तहरीर तारीख 28 नुक्ष का नु

HARDATT SINGH KATARIA Documents Writer GURGAON.

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For Registrar Gurgaon 15/1

