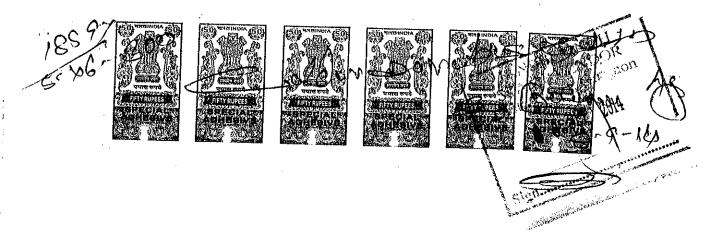
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इन्द्राज जदीर को अब कायम किया. जाएना FRIN व प्रम लाकक्षा t क्षित का मनकी कर्क नम्बर 2 भागता या संगाम क्र तक्षेत्र साम क्र क्रम्स इसिए स्टब्सी क्रायका नाम काश्सकार व अहवास E E रजिस्टर इन्तकाल पुत्रम स्विद्ध कु मततुव गन्दर खाहा जनावन्दी जबीद इन्द्राज जमावन्दी मुजरता या आखरी याकी इन्तकाल जिसकी तरमीम ने० हदवात न्तिमहा या समान 1 200 F-- 91 1484 1780 12 2 G क तहि मान व दक्त स्क्रिय सफ्की व क्रकर इस जगह से काटिए कि आसामी से जमावन्दी के साथ नत्यी हो सकें। STRAPPORTO अरहती यनम्पर् रजिस्टर इन्तकाल गाँव विभावा श्रीक्ष क्षेत्र क्षेत्र क्षेत्र 是是 क्रमाम क्रिमामक प्राप्तक 商品家 33

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ADDENDUM AGREEMENT TO COLLABORATION AGREEMENT, DATED 19th JANUARY, 2012

GURGAON

THIS ADDENDUM TO COLLABORATION AGREEMENT, Dated 19th JANUARY, 2012 is made at Gurgaon on this [7^{th} Sep., 2014.

BETWEEN

Calder Developers Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Flat no. 621 A, Devika Tower, 6, Nehru Place, New Delhi — 110019. herein after referred to as the "DEVELOPER", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its legal heirs, representatives, executors and permitted assigns, through its authorized signatory Shri Raj Kumar Sahni, duly authorized vide the resolution dated 10th March, 2014 passed by the Board of Directors appended herewith FIRST PARTY.

For Calder Developers Private Limited

Authorised Signatory

AND

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दिनाँक 14/05/2015

3498 प्रलेख नः

गांव/शहर

डीड सबंधी विवरण

TARTIMA तहसील/सब-तहसील गुडगांवा सिलोखरा

धन सबंधी विवरण

स्टाम्प डयूटी की राशि 300.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

रजिस्द्रेशन फीस की राशि 0.00 रुपये

Drafted By: M K Chauhan Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनोंक 14/05/2015 दिन गुरूवार समय 11:16:00AM बजे श्री/श्रीमती/क्नुगारी Calder Developers Pvt Ltd पुष्त्रभृष्टिक्री प्रस्माण श्रीप्रश्रीमती/कुमारी निवासी Flat no 621A Devika Tower 6 Nehru Place ND द्वारा पैंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकती

गुडगांवां

sft Calder Developers Pvr Ltd (Free Kaj kumar sahni(OTHER)

दालेवार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर Gautam Bhalla उपरोक्त पेशकला व श्री श्रीमती क तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी SC Arora पुत्र/पुत्री/पत्नी श्री निवासी adv GGn व श्री/श्रीमती/कुमारी C L Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी adv GGn ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी न: 2 की पहचान करता है।

दिनाँक 14/05/2015

(1) Shri Keshav Dutta Sharma S/o Late Shri Ram Chandra Bhardwaj, (2) Shri Gaurav Sharma S/o Late Shri Pramod Kumar Sharma (3) Shri Subodh Kumar Sharma s/o Late Shri Ravi Dutt Sharma (4) Shri Amod Kumar Sharma s/o Late Shri Ravi Dutt Sharma (5) Shri Manoj Kumar Sharma s/o Late Shri Ravi Dutt Sharma (6) Smt. Rasveena Sharma W/o Late Shri Ravi Dutt Sharma (7) Smt. Vinanti Kaushik D/o Late Shri Ravi Dutt Sharma and (8) Smt. Vinorica Vashisth D/o Late Shri Ravi Dutt Sharma R/o 1589, Madarsa Road, Kashmere Gate, Delhi — all through their General Power of Attorney Shri Gautam Bhalla S/o Shri Anil Bhalla R/o Form No 4, Hyde Park, Bandh Road, Sultanpur, Mehrauli, New Delhi — 110 030 vide GPA No. 545 dated 31-07-2014 registered at office of Sub-Registrar Gurgaon (hereinafter jointly 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.

Herein after, **DEVELOPER/FIRST PARTY** and **OWNER/SECOND PARTY** are individually referred to as Party and collectively as Parties.

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 and the Developer had entered into a Collaboration Agreement, Dated- 19th January, 2012, (hereinafter referred as the said "Collaboration Agreement") and the same is duly registered vide Vasika No. 30136, Dated- 01/02/2012, Book No. 1, Jild No. 12987, Page 104 with Sub-Registrar Gurgaon, wherein the Owner had represented that they are the owners and in possession of parcel of land falling in Rect. No 7//21/2 (2-9), 8//6 (7-7), 7 (8-16), 14 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 24 (8-0), 25 (8-0), 11//3/2 (3-12), 4/1(4-0), 4/2 (4-0), 5 (8-0), 6/1 (4-4), 7/1 (4-0), 12//1 (8-0), 10 (2-5) total measuring 104 Kanal 13 Maria (13.08125 Acres) situate in the revenue estate of village Silokhera, Tehsil and District Gurgaon, Haryana.
- C. However some of mustil/rect no./ khasra no.s and their area in the land details as mentioned in the said Collaboration Agreement (recited hereinabove) are erroneously entered due to typographical error.
- D. Now the correct description of the Land as represented by the Owner is a parcel of land falling in Rect. No 7//21/2/1 (0-1), 8//6 (7-7), 7 (8-16), 14 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 24 (8-0), 25 (8-0), 11//3/2 (3-12), 4/1 (4-0), 4/2 (4-0), 5 (8-0), 6/1 (4-4), 7/1 (4-0), 12//1/1 (2-16), 10 (2-5) total measuring 97 Kanal 1 Marla (12.13125 Acres) situate in the revenue estate of village Silokhera, Tehsil and District Gurgaon, Haryana.
- E. The Parties herein, after due discussions and deliberations have decided to correct the above mentioned error in the Said Collaboration Agreement and make relevant amendments in the said Collaboration Agreement in respect thereof, by executing this Addendum on the terms and conditions mentioned herein below.

For Calder Developers Private Limited

Authorised Signatory

Reg. No.

Reg. Year

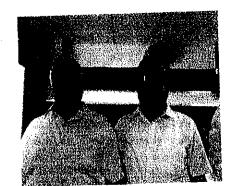
Book No.

3,498

2015-2016

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दावेदार







उप / सर्युक्त पॅजीयन अधिकारी

NOW THEREFORE THIS ADDENDUM TO COLLABORATION AGREEMENT, DATED 19th January, 2012 WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

- 1. That the recitals to this Addendum shall mean intent and purposes for execution of this Addendum and shall form an integral part of this Addendum
- 2. Now, paragraph B of the recital of the said Collaboration Agreement, Dated 19th January, 2012 shall be read as under:

"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 Rect. No 7//21/2/1 (0-1), 8//6 (7-7), 7 (8-16), 14 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 24 (8-0), 25 (8-0), 11//3/2 (3-12), 4/1 (4-0), 4/2 (4-0), 5 (8-0), 6/1 (4-4), 7/1 (4-0), 12//1/1 (2-16), 10 (2-5) total measuring 97 Kanal 1 Maria (12.13125 Acres) situate in the revenue estate of village Silokhera, Tehsil and District Gurgaon, Haryana. hereinafter referred to as the "said Land".

- 3. That the First Party i.e., Developer company M/s Calder Developers Pvt. Ltd. shall be responsible for compliance of all terms & conditions of license/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
- 4. The agreement shall be irrevocable and no modification/ alteration etc in the terms & conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana and with the consent of both the parties hereto.
- 5. That the building plans for the said Plotted Colony/ Group Housing colony/ Commercial Complex shall be in accordance in conformity with the Zonal Plan and the rules and Bye Laws of the Town and Country planning Dept, Haryana and/ or such other authority as may be prescribed thereof pertaining to the said land as may be enforced in the area. The said building plan for the said complex shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
- The terms of this Addendum Agreement shall, unless contrary to the Registered Collaboration Agreement dated 19thJanuary, 2012 supersede them and for the rest the terms of the said Collaboration Agreement shall remain in force and shall be binding.
- 7. This Addendum shall be treated as part of the Said Collaboration Agreement Dated 19thJanuary, 2012 and Addendum Dated 16 March, 2012.
- 8. All disputes shall be subject to the jurisdiction of the Courts at Gurgaon and High Court of Punjab and Haryana, Chandigarh.

For Calder Developers Private Limited

Authorised Signatory

Reg. No. Reg. Year Book No.

3,498 2015-2016

पेशकर्ता Raj kumar sahni Redahm 9 zjane Gautam Bhalla दावेदार दावेदार दावेदार दावेदार दावेदार दावेदार दावेदार दावेदार

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS BEFORE THESE PRESENTS AT GURGAON ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Brafted By :

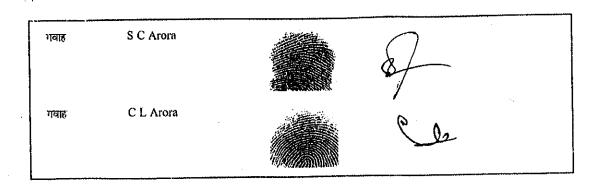
Makesh K. Chauhan

Advocate

These, Courte, Gurgaen

1.	Witness	For Calder Developers Pvt. Ltd.
	S.C. Avoia Advocate Civil Courty, Gurgaon	For Calder Developers Private Limited Authorised Signatory Raj Kumar Sahni (Authorized Signatory)
2.	C. I. ARORA Advocate Dist. Courts, Gurgaon	Shri Keshav Dutta Sharma Shri Gaurav Sharma Shri Subodh Kumar Sharma Shri Amod Kumar Sharma Shri Manoj Kumar Sharma Smt. Rasveena Sharma Smt. Vinanti Kaushik Smt. Vinorica Vashisth Through their Authorised Signatory Shri Gautam Bhalla S/o Shri Anii Bhalla

Reg. No.	Reg. Year	Book No.	
3,498	2015-2016	1	



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 3,498 आज दिनोंक 14/05/2015 को बही नः । जिल्द नः 13.115 के पृष्ट नः 74 पर पैंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या । जिल्द नः 4,283 के पृष्ट सख्या 58 से 60 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशानि अंगुज सेरे सामने किये हैं।

दिनोंक 14/05/2015



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Stand 121, 1811/12

Distr. ing 351/12

COLLABORATION AGREEMENT

This Collaboration Agreement is made at Gurgaon on this 19th day of January 2012.

BETWEEN

Calder Developers Pvt. 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 through its Director/ Authorized Signatory 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

(1) Shri Keshav Dutt Sharma S/o Late Shri Ram Chandra Bhardwaj, (2) Shri Gaurav Sharma S/o late Shri Pramod Kumar Sharma (3) Shri Subodh Kumar Sharma S/o Late Shri Ravi Dutt Sharma (4) Shri Amod Kumar Sharma S/o Late Shri Ravi Dutt Sharma (5) Shri Manoj Kumar Sharma S/o Late Shri Ravi Dutt Sharma (6) Smt. Rasveena Sharma W/o Late Sh. Vinod Kumar Sharma (7) Smt. Vinanti Kaushik D/o Late Sh. Vinod Kumar Sharma and (8) Smt. Vinorica Vashisth D/o Late Sh. Vinod Kumar Sharma R/O 1589, Madarsa Road, Kashmere Gate, Delhi (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.

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प्रलेख नः 30136

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	गांवा/शहर सिलोखरा भवन की विवरण भूमि का विवरण भन संबंधी विवरण ऋत स्टाम्प डयूटी क राजस्ट्रेशन फीस की राशि 0.00 रुपये

Drafted By: N.K. yadav adv

यह प्रलेख आज दिनोंक 01/02/2012 दिन बुघवार समय 2:37:00PM बजे श्री/श्रीमती/सुमारी Calder Developers Pvt चुंश्री/पुन्नी/पत्नी श्री/श्रीमती/सुमारी निवासी Platno 621A 6th floor Devika Tower 6 Nehru place ndelhi द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हसाक्षर प्रस्तुतकर्ता

of Calder Developers Pvt Ltd thru Raj kumar Sahni(OXEER)

उप/संगुक्त पॅनीयन अधिकारी पुंडगांवा

उपरोक्त पेशकतां व श्री/श्रीमती/कुमारी Keshav Dun Sharma ्वंबेवर हाजिए हैं। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर रवीकार किया। प्रलेख के अनुसार 0.00 रूपमें मी राशि वर्षेवर ने भेरे समक्ष पेशकर्ता को अवा की तथा प्रलेख में वर्णित अग्रिम अवा की र्षि प्राप्ति के स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी NK yadav कि प्रति किया। विवासी प्रति किया। विवासी प्रति किया। विवासी प्रति किया। विवासी श्री श्रीमती/कुमारी Rajul Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Manoj Sharma निवासी 1589 Madarsa Road Kashmere gate सिक्षिण नः ने किया। व नन्वरवार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी ना2 की पहचान करता है।

दिनोंक 01/02/2012

वप/सथुँकते प्रवीयन अधिकारी गुडगांवा

WHEREAS

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- A. The First party is 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 REGT. No. 7//21/2 (2-9), 8//6 (7-7), 7 (8-16), 14 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 24 (8-0), 25(8-0), 11//3/2 min (2-17), 4 min (5-16), 5(8-0), 6/1 min (5-19), 7/1 (4-0), 26 (1-12), 12//1 (8-0), 10(2-5) total measuring 105 Kanal 1 Marla i.e about 12.90 Acres situated in the revenue estate of village Silokhera, District Gurgaon the detail 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 as on date. The said land was acquired by the State Government of Haryana vide its notification dt. 31-12-1982 under section 4 of the land Acquisition Act 1894. Thereafter the owners approached Hon'ble Punjab and Haryana High Court, Chandigarh and succeeded to obtain an order in their favour vide which the Hon'ble Court was pleased to quash the notification quo petitioners (owners herein) vide order dated 27-1-2011 and in consequence the land under acquisition is released. The State of Haryana has not preferred any appeal against the said order dated 27-1-2011 before Hon'ble Supreme Court of India till date.
- E. That during the pendency of the Civil Writ Petitions before Hon'ble Punjab and Haryana High Court, Chandigarh, the owners entered into a Collaboration Agreement dated 3-5-2010 with M/s Kris Landscapers Pvt. Ltd for development and construction of a multistoried residential cum commercial/ I.T Complex and took an advance of Rs. 13.27 Crores (Rupees Thirteen Crore Twenty Seven Lakh Only) on various dates from M/s Krish Landscapers P. Ltd. Thereafter due to certain reasons M/s Krish Landscapers P. Ltd shown its intention to cancel the said collaboration Agreement dated 3-5-2010 and other related documents pertaining to the said project and Issued a letter dt. 2-6-11 to the Owners and stated that on receiving the advance payment made to the owners amounting to Rs. 13.27 crores (Rupees Thirteen Crores Twenty Seven Lakh only), they shall cancel the Collaboration Agreement.

F. That In pursuance of the letter dt. 2-6-11 issued by M/s Krish Landscapers P. Ltd and in pursuance of these present arrangement, the Owners have refunded the amount of

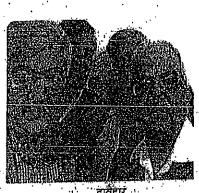
RKS. Lin Suberthleum Inhaishikeva (Ris)

January Comments

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Rs. 13.27 Crores (Rupees Thirteen Crore Twenty Seven Lakh Only) to M/s Krish Landscapers P. Ltd vide various cheques and M/s Krish Landscapers P.Ltd has issued an NOC (No Objection Certificate) cum Non Encumbrance Letter to the Owners with respect to the said land and the said land is now free from all encumbrances without any lieu, interest, claim or charge of any company, person or entity.

- G. This way the Owner 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.
- H. The owner had approached the developer with a request to develop the said land and it construct thereupon a Commercial/Residential/Institutional building after obtaining necessary licenses, approvals and sanctions from all concerned statutory authorities and bodies. The land uses has not been defined as such till date and the Developer will obtain License as per the master plan, norms and laws applicable to the said land and the Application for obtaining the License shall be done at a later stage and the nature of development shall be dependent on the License which may be Commercial/Residential/Institutional etc as the case may be.
- I. 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 Commercial/Residential/Institutional building as the case may be with such common amenities and facilities, as stated hereinafter, after obtaining requisite permissions and approvals, no objections and sanctions etc. from the competent statutory authority, 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 40% 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 60% 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

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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 its share of the proposed building, either itself or through any maintenance company nominated by it, the Owner shall maintain its areas of the building such as the roof, basement(s), areas used for housing maintenance equipment etc. open areas, green area and other such areas, either itself or through any maintenance company nominated by it. However, the Owner will be entitled to have space for car parking as per the norms, the proportion to the Owner's share of super built up area in the proposed building. Alternatively the Developer reserved the right to allocate the share of the Owner in the form of a separate building within the said land the exclusive rights of which building shall vest solely with the owner including roof, basement rights. The other terms and conditions with respect to usage of the area within the said land shall remain same as averred herein above.

DEFINITION OF SUPER BUILT UP AREA

Super Build 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 shall 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 herein 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 entrances, 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.

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 Owner and the developer for their respective areas. 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. 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.

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

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प्रमाण-पत्र

गमाणित किया जाता है कि यह प्रलेख कमांक 30,136 आज दिनोंक 01/02/2012 को बही म: 1 जिल्प न: 12,987 के उच्छ म: 104 पर पैंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्प न: 1,896 के उच्छ सख्या 47 से 48 पर चिपकाई गयी। यह भी प्रभाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांबा 01/02/2012

उप/सर्गुक्त <u>नजीयन अ</u>धिकारी गुडगांवा



proportion to their shares of super built up area as defined above. The expenditure involved in availing and constructing such additional FAR will be borne by the Developer. 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. Alternatively as agreed herein above the Developer reserves the right to allocate the share of the Owner in the form of a separate building within the said land.
- 6. That as a security for the performance of its covenants made herein the Developer has paid to the Owner a sum of Rs. 20 Crore (Rupees Twenty Crore Only) as non Refundable / non adjustable Security Deposit against a duly executed receipt. The owner hereby acknowledges the receipts of the said sum from the Developer. The owner has received the said amount in the manner as per Annexure A to these presents.

That the Developer will develop the said land and construct thereupon the proposed building at its own cost and expenses after procuring at its own expenses 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 within a period of five (5) years from the date of handing over the possession of the said land to the Developers. Out of 5 years as mentioned above, 24 months are provided to the developer for sanctioning of the plans from the concerned authorities failing to do so, this agreement will stand cancelled, the remaining years are provided for the development of the said land, failing to provide the owners their share of the super built area within the time period the developer shall have to pay Rs. 50 (fifty) lakhs per month as compensation to the owners if such delay is willfully done by the Developer.

7. That the Developer has informed the owner that it shall not avail any loan or mortgage the said land before getting any approval from the concerned authorities, however post obtaining such approvals the Developer shall be entitled to raise loan from against the said land and create mortgage on the said land. The developer has also agreed that no F.S.I sale shall be allowed to either of the parties before such approval. The owner has agreed to hand over 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 license 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

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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.

- 8. That all approvals, sanctions, no objections, wherever required for the development and construction on the said land will be obtained by the Developer at its own cost and expenses. 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 sue/sale by the owner of his share of the super built up area.
- 9. That the owner had simultaneously with the signing/execution of this Collaboration Agreement, appointed and constituted Sh. Harvinder Singh Chopra S/O Shri Laxmi Chand Chopra 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 seil/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 behålf, 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 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.
- 10. That the owner hereby declares and assures that there is no charge, lieu, 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.

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- 11. 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.
- 12. 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, Municipal Taxes, 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 failing 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; and no F.S.I sale shall be allowed to either of the parties.

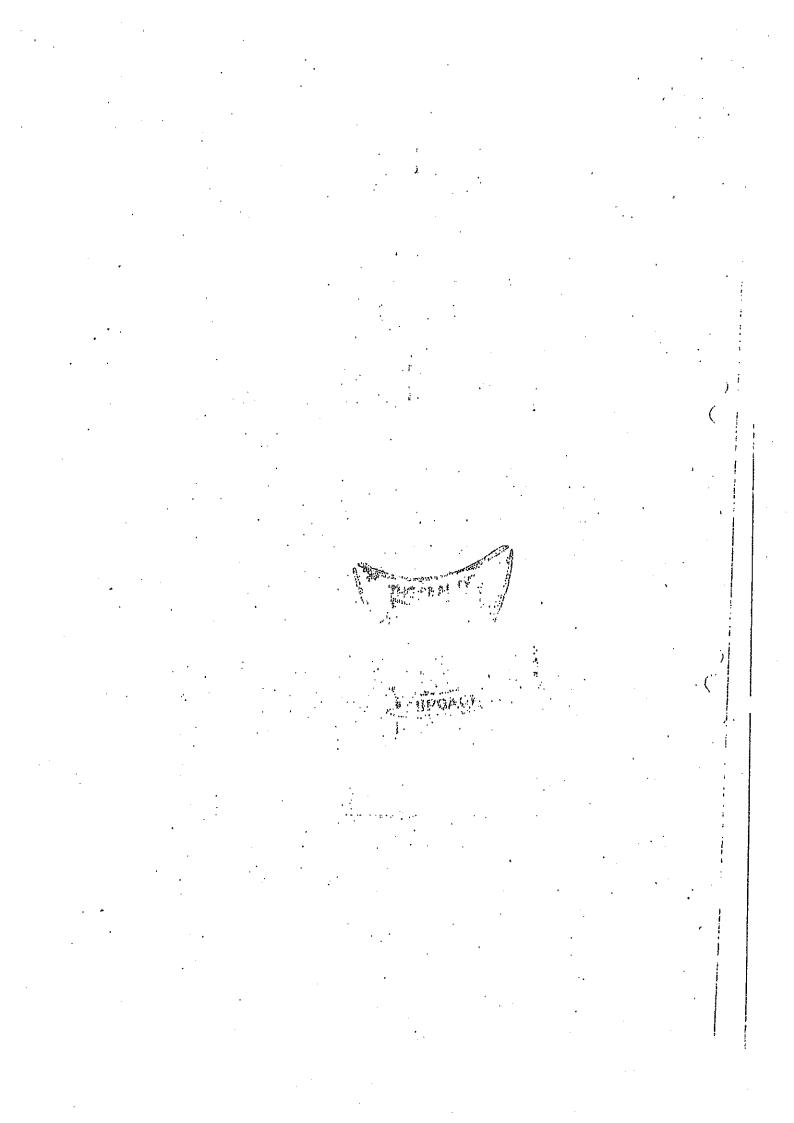
17. That the vacant, lawful, peaceful physical possession of the said land to the Developer shall automatically be transferred and effectuated after obtaining LOI/ other permissions from the competent authority irrespective of the fact that the name of the Owners are entered in the revenue records or not and the owner and/or the developer shall remove tube wells, sheds, structures, houses places of worship, trees, gardens, crops etc. on the spot hereof and from then the Developer shall be fully entitled to measure and fence the same and carry on developmental activities over

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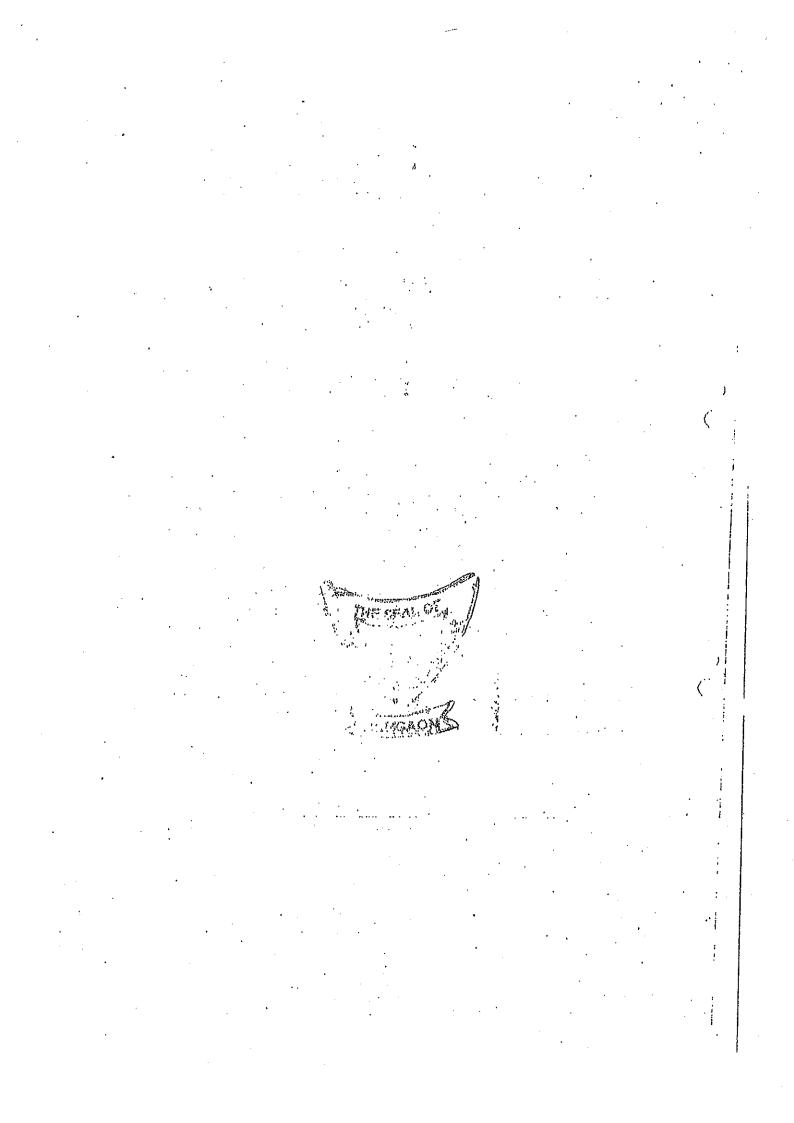


the same (said land) and such other activities as set out herein along with right to inspect, soil testing work, architectural work, advertising work, etc. In the event of owner fails to remove all or any of the structures, the developer may remove the same without any liability on its part and without any reference to the owner.

- 18. 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.
- 19. 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.
- 20. 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 placed 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.
- 21. 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 favour of the purchasers. If required, the owner shall join hands with the Developer in executing such documents in favour 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 favour of such purchasers. If required the Developer will also extend the same facility to the owner.

22. 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.

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- 23. That upon the Developer not being able to obtain the license from the competent authority for the proposed building project within 24 (twenty four) months or the time as may be extended by the Owners at their discretion, this agreement shall automatically stand cancelled/come to an end. It cannot be contested in any Court of Law.
- 24. 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.
- 25. That the Developer shall be entitled to name the proposed project as it deems fit in consultation with the owner. The Developer shall also be entitled to advertise/publicize the proposed building through newspapers and other forms of print and electronic media.
- 26. That this Agreement is subject to Force Majeure 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.
- .27. 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.
- 28. 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.
- 29. 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.

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

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Agreement supersedes all prior oral or written arrangement(s) / correspondence etc. if any, and records the entire arrangement between the parties fully and finally.

31. That the right and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India. That this Agreement has been executed at Gurgaon and only the courts at Gurgaon will have the jurisdiction to entertain any litigation in respect thereof.

IN WHTENSS 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:

Drafted By: Str. N.K Yadov. Advocate. Will. For Calder Developers Pvt. Ltd.

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Authorized signatory		•
(Developer)		
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Keshay Dutt Sharma	Gauray Sharma	Subodh Kumar Sharma
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Mont.	Bamil	Rasveeka Rasveena Sharma
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Wroth Lalik	Manoj Kumar Sharma	
Vinanti Kaushik	Vinorica Vashisth	بكر

(Owners)

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Witnesses:

1. Name: NARESH KUMAR YADAV ADVOCATE 2. Name: S/o

S/o Near Main Gale-1.
Address: Distt. Court. Gurgaon (Hr.)
Mob.: 9818885600

lame: RAJULSHAR 10 MANOJ SHAR

Address: 1589, MADARASA ROAL

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NARESH KUMAR PADAV ADVOCATE DISA CHURCHARING THE Mob. 9814885600

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Know all these men that WE, (1) Shri Keshav Dutta Sharma S/o Late Shri Ram Chandra Bhardwaj, (2) Shri Gaurav Sharma S/o Late Shri Pramod Kumar Sharma (3) Shri Subhdh Kumar Sharma s/o Late Shri Ravi Dutt Sharma (4) Shri Amod Kumar Sharma s/o Late Shri Ravi Dutt Sharma (5) Shri Manoj Kumar Sharma s/o Late Shri Ravi Dutt Sharma (6) Smt. Rasveena Sharma W/o Late Shri Ravi Dutt Sharma (7) Smt. Vinanti Kaushik D/o Late Shri Ravl Dutt Sharma and (8) Smt. Vinorica Vashisth D/o Late Shri Rayi Dutt Sharma r/o R/o 1589, Madarsa Road, Kashmere Gate, Delhi (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 our heirs; successors, representatives, executors and assigns, (hereinafter jointly as well as severally referred to as "Executants") state

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दिनोंक 01/02/2012

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Drafted By: N.K. Yadav Adv.

यह प्रलेख आज दिनॉक 01/02/2012 दिन बुद्धुवार् समय 3:21:00PM बुर्ज श्री/श्रीमती/कुमारी Keshav Dutta र्जिम्मुनी/पत्नी श्री/श्रीमती/कृमारी Ram Chandil कितासार क 1380 Madars Road Kashmere Gate Delhi BIU

पैंजीकरंग हेतु प्रस्तुत किया गया।

हस्ताकर' प्रस्तुतकर्ता

उप/सर्वेकत पेजीयन अधिकारी गुडगांत्रा

A Keshav Dutta Sharma, Gaurav Sharma, Subhdh Kumar Sharma dd Kumar Sharma; Manoj Kumar Sharma, Rasveena Sharma, Vinanti Kaushik, Vinorioa Vashisth * Lancing China

वपरोक्त पेशकर्ता व श्री/श्रीमती/कृत्मारी thru:-Raj Kumar Sahiii प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने भुनकर तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/खुँमारी Natesh Yadav पुन/पुनी/प्रामी श्री

निवासी Adv. Gurgaon च श्री/श्रीमती/कुमारी Rahul Sharina पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Manoj Sharma निवासी 1589 M.Road Kashmiri Gate Delhi ने की। साथी न: 1 की हम नम्बरदार/अधिवक्ता के रूप मे जानते हैं, तथा यह साक्षी न: 2 की पहचान कंदता है।

दिनोंक 01/02/2012

उप/सर्वेकंत प्रजीयन अधिकारी

गुडगांवा

Whereas the Executants are the sole and absolute owners and in lawful and peaceful possession of a parcel of land falling in RECT. No 7//21/2 (2-9), 8//6 (7-7), 7 (8-16), 14 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 24 (8-0), 25 (8-0), 11//3/2 min (2-17), 4 min (5-16), 5 (8-0), B/1 min (5-19), 7/1 (4-0), 26 (1-12), 12//1 (8-0), 10 (2-5) total measuring 105 Kanal 1 Maria i.e about 13 Acres situate in the revenue estate of village Silokhera, District Gurgaon the details of which are fully described in the statement annexed with Collaboration Agreement dated 19 01 2012, 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 19 01 2012 (herein after referred to be as the "said Collaboration Agreement") with Calder Developers Pvt. 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 through its Authorized Signatory Sh Raj Kumar Sahni Mereinafter referred to as "Developer") for development of Plotted residential area upon the Said Land after obtaining the necessary permission, sanction and license

rom competent authority.

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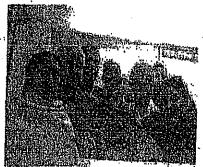
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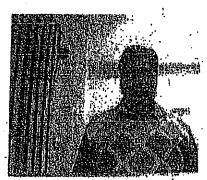
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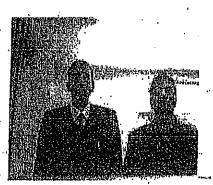
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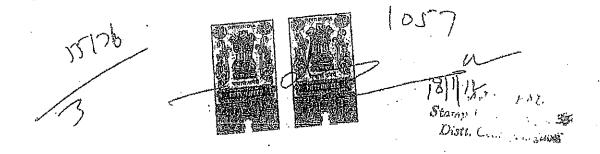


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AND WHEREAS the said Developer has requested the Executants to grant and execute a General Power of Attorney in favour of its nominee Shri Harvinder Singh Chopra s/o late Sh. Laxmi Chand Chopra r/o H. No. 1330, Sector 37 - B, Chandigarh.

NOW THEREFORE, WE the Executants, do hereby jointly as well as severally appoint, nominate and constitute Shri Harvinder Singh Chopra 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.

- 1) 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, the said land.
- To prepare plans and make applications for obtaining of change of land use of the said land, licenses, permits, permissions and approvals for zoning, development, sale and marketing of the sald land, make / receive payment of fees and charges, incur expenses for the said purpose.

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गवाह	Naresh Yadav	

- 4) To get the license transferred in due course in the name of the Developer, or its associates / nominees or any other person, company or entity as my said Attorney may deem fit and proper.
- 5) To engage various agencles and persons in connection with the development / execution / completion of the said land.
- 6) To market, advertise, brand, publicize, operate, maintain, book by way of sale 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, including but not limited to Conveyance Deeds, Sale Deed, Exchange Deeds, etc. with respect of the Developer's share in the said land and to receive payments/ consideration / deposits / advances / fees / charges there for in its own name and behest. However, it is made clear that the Attorney shall not sell or alienate in any other manner any portion of the Developer's share in the said land until the share of the Owners, Executants herein, is divided by metes and bounds on the final map. However, my Attorney above named shall be fully empowered to agree to sell or alienate in any manner to any third party (les) space(s) falling into the share of the Developer in the said land anytime hereinafter.
- 7) To receive at any time hereinafter from the said prospective buyers / allottees users or their heirs, representatives and / or assigns, payments / consideration amounts, deposits / advances / fees / charges and give effective receipts and discharges for the same.
- 8) To avail a loan for development of the said land 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.
- To sell / transfer / convey in any manner to third parties the said land.
- 10) To avail loan for the development of the said land by mortgaging whole or part of the said land. The Attorney is permitted to deposit the original title deeds of the said land with the lending agency for the purpose.

To appear on our behalf before the Register or sub-register or any other

wholly free sources our

Reg. Year Book No. 1,057 2011-2012 गमह Rahul Sharma

प्रमाण-पृत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,057 आज दिनींक 01/02/2012 को वही नः 4 जिल्द नः 1,011 के पृष्ठ नः 62 पर कॅजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द नः 125 के पृष्ठ संख्या 10 से 12 पर चिपकाई गर्मी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुडा मेरे सामने किये हैं।

विनॉक 01/02/2012

Reg. No.

जीयन अधिकारी



authority competent with regard to the development of the said land 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 for sale and Conveyance Deed /Sale Deed /Exchange Deed's.

- To sell / alienate in any manner to third parties the whole or part of the Developer's share in the sald land and to admit to execution thereof and give acknowledgement/ receipts of the payments and to do other acts that may be necessary for the registration of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same provided that our Attorney will do so after the Developer has offered possession to the Owners (Executants herein) or to their nominees, the Owner's share in the said land.
- 13) To do all acts, deeds and things required for amending / rectifying any entries in respect of the said land in the land revenue records.
- 14) 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.
- 15) To do all acts, deeds things relating to the said land to effectuate the development of the said land.
- 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 put signatures, etc. 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.

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,

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Reg. No. Reg. Year Book No. 1,057 2011-2012 पेशकर्ता Keshev Dutta Sherma पेशकर्ता Gauray Sharma पेशकर्ता Subhdh Kumar Sharma पेशकर्ता Amod Kumar Sharma . पेशंकर्ता Manoj Kumar Sharma पेशकता Rasveens Sharma पेशकर्ता Vinanti Kaushik पेशकर्ता Harvinder Singh Chopra प्राधिकत

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Naresh Yadav

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.

- 18) To further delegate all or any of the aforesald 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 for revoke the powers conferred upon such attorneys.
- 19) To further and more effectually doing, effecting and performing of the several matters and things aforesald, 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 and confirm all and whatever the said attorneys or 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 irrevocable and is subject to the terms and conditions of the said Collaboration Agreement entered between Calder Developers Pvt. Ltd. and ourselves.

Virania Vasurera



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 Gurgaon on this ____ 01 day of ' Fab 2012 in the presence of NK Yadar, Advocate

Gaurav

Subodh Kumar Sharma

Kumar Sharma

asveele Rasveena Sharma

Vinanti Kaushik

Witness:

Near Main Gate-1, Disti, Cany, Gurgaon (Hr.)

RAJUL SHARMA SO Many Shumy 1589, Madrsakand Kushingy Guti Deely -6

