

हरियाणा HARYANA

K 502073

5529

ADDENDUM AGREEMENT TO COLLABORATION AGREEMENTS

THIS ADDENDUM TO AGREEMENTS, dated 09/11/2012, 22/05/2012 & 25/05/2012 is made at Gurgaon on this ____ day of _____, 2013.

BETWEEN

M/s Malvina Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Dale Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Feldon Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

Aster Promoters and Developers Pvt. Ltd.

For Blair Developers Pvt. Ltd.

Authorized Signatory

Authorized Signatory

For VATIKA LIMITED

For Clara Developers Private Limited

MANDISA DEVELOPERS PVT. LTD.

Authorized Signatory

Authorized Signatory

For Gabino Developers Pvt. Ltd.

For Strong Infrabuild Pvt. Ltd.

Authorized Signatory

Authorized Signatory
For Malvina Developers Pvt. Limited

Authorized Signatory
For Feldon Developers Pvt. Ltd.

Authorized Signatory
For Vaibhav Warehousing Pvt. L

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प्रलेख न: 5522

दिनांक 29/05/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हरसरु
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: S.C.Arora, Adv.

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 29/05/2013 दिन बुधवार समय 4:34:00PM बजे श्री/श्रीमती/कुमारी M/s Malvina Developers Pvt Ltd
श्री/श्रीमती/कुमारी निवासी 621-A, 6th Floor, Devika Towers, 6 Nehru Place, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत
किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s Malvina Developers Pvt Ltd thru Amit Malhotra(OTHER), M/s Dale Developers Pvt Ltd thru (OTHER), M/s Feldon
Developers Pvt Ltd thru (OTHER), M/s Vaibhav Warehousing Pvt Ltd thru (OTHER), M/s Aster Promoters & Developers Pvt
Ltd thru (OTHER), M/s Clara Developers Pvt Ltd thru (OTHER), M/s Gabino Developers Pvt Ltd thru (OTHER), M/s Blair
Developers Pvt Ltd thru (OTHER), M/s Mandisa Developers Pvt Ltd thru (OTHER), M/s Strong Infrabuild Pvt Ltd thru
Sukhpal(OTHER)

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी thru:- Ravinder Singh दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता
को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी S.C.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
व श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की।

साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 29/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

M/s Vaibhav Warehousing Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Aster Promoters and Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Clara Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Gabino Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

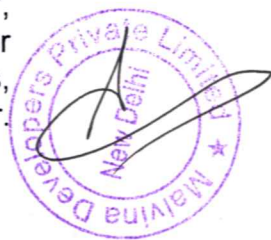
M/s Blair Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Mandisa Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Strong Infrabuild Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi (herein after called the First Party)

(hereinafter collectively and severally referred to as "**THE OWNERS**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its legal heirs, representatives, executors and assigns, through its Director/ Authorized Signatory Mr.

Amit Mallotra Sukhpal the PARTY OF THE FIRST PART.



Aster Promoters and Developers Pvt. Ltd.

Authorised Signatory

For Blair Developers Pvt. Ltd.

Authorised Signatory

For Clara Developers Private Limited

MANDISA DEVELOPERS PVT. LTD. For VATIKA LIMITED

Authorised Signatory

For Gabino Developers Pvt. Ltd.

Authorised Signatory

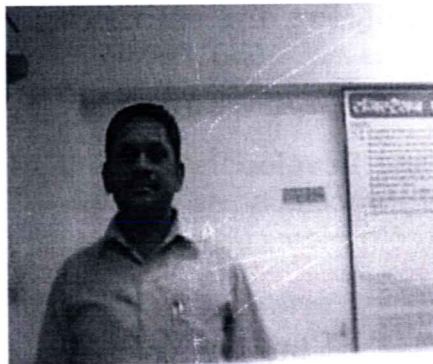
For Strong Infrabuild Pvt. Ltd.

Authorised Signatory

Authorized Signatory



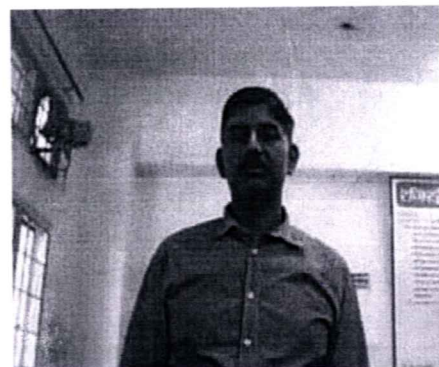
पेशकर्ता



दावेदार



गवाह



उप / संयुक्त पंचायत अधिकारी

Handwritten signature in purple ink.

FOR VAIKUNTA LIMITED

REVENUE DEPARTMENT HARYANA

AND

M/s. Vatika Limited, a company registered under the Companies Act, 1956, having its registered office at Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019 (hereinafter referred to as "**THE 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) through its Managing Director, Mr. Gautam Bhalla, duly authorised vide the resolution passed by the Board of Directors dated 23.08.2012, 21.09.2012 & 08.10.2012 appended herewith, the PARTY OF THE SECOND PART.

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

WHEREAS:

1. The Owners, the Party of the First Part, as mentioned hereinabove, has represented that they are absolute owners in possession of agricultural land total measuring around **167.639 Acres** located in revenue estate of village Harsaru, Tehsil & District Gurgaon (Haryana), in accordance with the share of each individual owner mentioned hereinabove against its name as detailed in **Annexure-1**, and are absolutely entitled and empowered to construct/ develop the same in collaboration with the DEVELOPER.
2. The **DEVELOPER** and **OWNERS** had entered into Collaboration Agreement as detailed in clause no. 3 below, wherein **OWNERS** had approached the DEVELOPER for development of the land measuring **167.639 Acres** into a plotted/group housing/commercial colony after obtaining requisite licenses, approvals and sanctions from all concerned statutory authorities and bodies.

The Party of the Second Part, Developer, had entered into Collaboration Agreement with various Land Owners as per details given below for land measuring **167.639 Acres** is presently held by it in the form of Agricultural Land situated at village – Harsaru & Hayatpur, Gurgaon (herein after referred to as the 'said land') and the party of second part is in the process of obtaining license from the concerned state authorities:-.

Dale Developers Private Limited **Aster Promoters and Developers Pvt. Ltd.**

Authorised Signatory

Authorised Signatory

For Feldon Developers Pvt. Ltd.

For Clara Developers Private Limited

For Vaibhav Warehousing Pvt. Ltd.

For Gabino Developers Pvt. Ltd.

For VATIKA LIMITED

Authorized Signatory

For Strong Infrabuild Pvt. Ltd.

Authorized Signatory

MANDISA DEVELOPERS PVT. LTD.

Authorised Signatory

For Blair Developers Pvt. Ltd.

Authorised Signatory



पेशकर्ता

Amit Malhotra



पेशकर्ता



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पेशकर्ता

Ser No.	Name of Company/Owner	Area	Agreement details/dates
1.	Malvina Developers Pvt. Ltd.	24.95 Acres	Agreement made on 09.11.2012 & Registered vide Vasika No. 19201 dated 09.11.2012.
2.	Dale Developers Pvt. Ltd.	14.77 Acres	-do-
3.	Feldon Developers Pvt. Ltd.	25.38 Acres	-do-
4.	Vaibhav Warehousing Pvt. Ltd.	22.29 Acres	-do-
5.	Aster Promoters and Developers Pvt. Ltd.	9.30 Acres	-do-
6.	Clara Developers Pvt. Ltd.	4.79 Acres	-do-
7.	Gabino Developers Pvt. Ltd.	22.806 Acres	Agreement made on 09.11.2012 & Registered vide Vasika No. 19199 dated 09.11.2012.
8.	Blair Developers Pvt. Ltd.	27.379 Acres	Agreement made on 09.11.2012 & Registered vide Vasika No. 19204 dated 09.11.2012.
9.	Mandisa Developers Pvt. Ltd.	5.094 Acres	-do-
10.	Strong Infrabuild Pvt. Ltd	10.88 Acres	Agreement made on 22.05.2012 & 25.05.2012 and Registered vide Vasika No. 4692 dated 22.05.2012 & 540 dated 25.05.2012.
	Total	167.639 Acres	



For Strong Infrabuild Pvt. Ltd.

Authorized Signatory

For Clara Developers Private Limited

For Blair Developers Pvt. Ltd.

For VATIKA LIMITED

For Gabino Developers Pvt. Ltd.

MANDISA DEVELOPERS PVT. LTD.

Authorized Signatory

Authorized Signatory

Authorized Signatory

For Dale Developers Private Limited
Authorized Signatory

For Feldon Developers Pvt. Ltd.
Authorized Signatory

Authorized Signatory

For Vaibhav Warehousing Pvt. Ltd.
Authorized Signatory

Authorized Signatory

Authorized Signatory

Authorized Signatory

Authorized Signatory

पेशकर्ता Sukhpal

Sukhpal

दावेदार thru:- Ravinder Singh



गवाह S.C.Arora




गवाह C.L.Arora



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5,522 आज दिनांक 29/05/2013 को बही न: 1 जिल्द न: 13,040 के पृष्ठ न: 183 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,939 के पृष्ठ सख्या 84 से 85 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

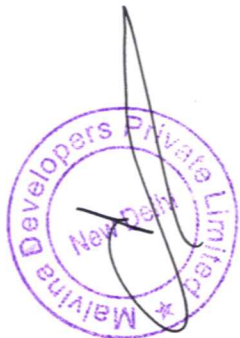
दिनांक 29/05/2013


उप/संयुक्त पंजीयन अधिकारी
गुडगांवा



NOW THEREFORE THIS ADDENDUM TO AGREEMENT, DATED-09/11/2012 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. The Second Party shall be entitled to apply for necessary permissions, sanctions and approvals from the statutory authority(ies) for developing the said land into a residential colony at its own cost and expenses. Upon obtaining necessary approvals/ permissions/ sanctions in respect of the said land, the First Party shall have the sole rights to either retain or sell the same in whole or in parts to any prospective buyer(s). It is agreed that these presents is been executed on as is where is basis and all liabilities including but not limited to all taxes, levies, cess, etc. payable to the statutory/ government authority shall be payable by the First Party. It is specifically agreed herein that the terms and conditions and the obligations of the First Party towards the Land Owners shall not be affected by these presents and the Land Owners shall have unfettered rights as envisaged in the respective Collaboration Agreement with the First Party which shall have an over riding effect over these presents. The Land Owners shall be entitled to their respective area as envisaged in the respective Collaboration Agreements as mentioned herein above.
3. That the Second Party i.e., Developer Company shall only be responsible to comply with the provisions of the act and rules and also for fee i.e license fee/ renewal fee and all type of charges to develop/ set up the said project.
4. That this Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of this agreement can be undertaken, without getting prior permission of the DGTCP.



Malvina Developers Private Limited

For Strong Infrabuild Pvt. Ltd.

Authorized Signatory

For Blair Developers Pvt. Ltd. MANDISA DEVELOPERS PVT. LTD.

Authorized Signatory

Authorized Signatory

For Feldon Developers Pvt. Ltd.

Authorized Signatory

Aster Promoters and Developers Pvt. Ltd.

Authorized Signatory

For Vaibhav Warehousing Pvt. Ltd.

Authorized Signatory

For Clara Developers Private Limited

Director

For Gabino Developers Pvt. Ltd.

Authorized Signatory

For VATIKA LIMITED

Authorized Signatory



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.
6. That the First Party assures and confirm that the project land is free from all sorts of encumbrances, charges, liens, claims, demands, liabilities, injunctions, notifications, notices, disputes, litigations, sale, mortgage, gift, lease, tenancies, attachments, transfer or any other encumbrance of any kind whatsoever related to the project land. The land Owners and the Developers agree to keep the project land free from all encumbrances till the duration and full implementation of this agreement in all respects.
7. That the Attorney appointed in pursuance of the aforesaid respective Collaboration Agreement shall be empowered to further delegate all or any of the powers mentioned in the respective General Power of Attorney/ Special Power of Attorney, 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.
8. That the constituted Attorney shall be empowered to further and more effectually doing, effecting and performing of the several matters and things, the Owners hereby give and grant unto the 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 the said Attorney shall think proper and expedient.

MANDISA DEVELOPERS PVT. LTD. For Strong Infrabuild Pvt. Ltd.

SLIPED
Authorized Signatory

Authorized Signatory

For Blair Developers Pvt. Ltd.

Authorized Signatory

Dale Developers Private Limited

Authorized Signatory

Aster Promoters and Developers Pvt. Ltd.

Authorized Signatory

For Feldon Developers Pvt. Ltd.

Authorized Signatory

For Clara Developers Private Limited

For Gabino Developers Pvt. Ltd.

Director

For VATIKA LIMITED

Authorized Signatory

For Vaibhav Warehousing Pvt. Ltd.

Authorized Signatory



9. As already stipulated above, both the parties shall act for the fulfillment of the objects of this agreement and shall make all endeavors to perform their respective obligations under this agreement. In the event of breach of either party of any obligation of significance which materially affects the continuation of this agreement and its fulfillment and if such defaulting party fails to remedy the breach within reasonable period, the other party shall be entitled to enforce the said obligation against the defaulting party either through the arbitration as provided for in this agreement or through the Court of law at the risk, cost and expenses of the defaulting party.
10. That all notices and other communications under this agreement shall be made in writing and delivered by hand against receipt or sent by Registered mail at the address mentioned in this Agreement. Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery or (ii) on the third day of the putting the notice / communication in the course of transmission if sent via registered mail.
11. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
12. This Agreement shall be construed and interpreted as per the laws of India. The Courts at Gurgaon and the Punjab and Haryana High Court at Chandigarh shall alone have the jurisdiction.

For Strong Infrabuild Pvt. Ltd.

Authorized Signatory

MANDISA DEVELOPERS PVT. LTD.

Authorized Signatory

For Blair Developers Pvt. Ltd.

Authorized Signatory

Dale Developers Private Limited

Authorized Signatory

For Feldon Developers Pvt. Ltd.

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For Vaibhav Warehousing Pvt. Ltd.

Authorized Signatory

Aster Promoters and Developers Pvt. Ltd.

Authorized Signatory

For Clara Developers Private Limited

For Gabino Developers Pvt. Ltd.

Authorized Signatory

For VATIKA LIMITED

Authorized Signatory

13. That all terms and conditions of the aforesaid Collaboration Agreements (detailed in Clause 3 above) shall remain same and valid and this Addendum shall be read in consonance with the aforesaid Collaboration Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR COMMON SEAL TO BE AFFIXED HERETO ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Drafted by
S.C. Arora
Advocate

For **Malvina Developers Pvt. Ltd.** Civil Courts, Gurgaon



(Authorised Signatory)

Witness:

Signature

Name:

Address:

S. C. Arora
Advocate

District Courts, Gurgaon

For **Dale Developers Pvt. Ltd.**

Dale Developers Private Limited


Authorised Signatory

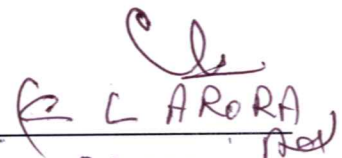
(Authorised Signatory)

Witness:

Signature

Name:

Address:


C. L. ARORA

Advocate

Distt. Courts, GURGAON

For **Feldon Developers Pvt. Ltd.**

For Feldon Developers Pvt. Ltd.


Authorised Signatory

(Authorised Signatory)

For **Vaibhav Warehousing Pvt. Ltd.**

For Vaibhav Warehousing Pvt. Ltd.


Authorised Signatory

(Authorised Signatory)

For **Aster Promoters and Developers Pvt. Ltd.**

Aster Promoters and Developers Pvt. Ltd.

(Authorised Signatory)

For **Clara Developers Pvt. Ltd.**

For Clara Developers Private Limited

(Authorised Signatory)

For **Gabino Developers Pvt. Ltd.**

For Gabino Developers Pvt. Ltd.

(Authorised Signatory)

For **Blair Developers Pvt. Ltd.**

For Blair Developers Pvt. Ltd.

(Authorised Signatory)

For **Mandisa Developers Pvt. Ltd.**

MANDISA DEVELOPERS PVT. LTD.

(Authorised Signatory)

For **Strong Infrabuild Pvt. Ltd.**

(Authorised Signatory)

(COLLECTIVELY CALLED AS THE OWNERS-PARTY OF THE FIRST PART)

For **Vatika Limited**

(DEVELOPER -PARTY OF THE SECOND PART)

For VATIKA LIMITED

Gautam Bhalla
(Managing Director)

