

हरियाणा HARYANA

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COLLABORATION AGREEMENT

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This Collaboration Agreement is made at Gurgaon on this 30th day of November, 2012.

BETWEEN

1. Madan Lal Grover, S/o Late Shri Kotu Ram Grover, R/o – 864, Pratap Nagar Gurgaon
2. Grover Associates, a sole proprietorship firm having its office at K-26, Vasant Kunj Road, Mahipalpur New Delhi through its sole proprietor Mr. Madan Lal Grover
3. Chanderbhan Grover, S/o Late Shri Kotu Ram Grover, R/o 864, Pratap Nagar Gurgaon
4. Sahil Grover S/o Sh. Madan Lal Grover, R/o – 864, Pratap Nagar Gurgaon

Nadong

Sahil

Chanderbhan

Malvina Developers Private Limited

Gurgaon

Malvina Developer (P) Ltd
N. Delhi

प्रलेख न: 20582

डीड संबंधी विवरण/Use		Sr. No..... 6225 Amount..... 1000 दिनांक 30/11/2012
डीड का नाम AGREEMENT		11 MAY 2012
तहसील/सब-तहसील गुडगावा	गांव/शहर हरसरु	MANISH KATHURIA STAMP VENDOR GURGAON (HARYANA)
भूमि का विवरण		
धन संबंधी विवरण		
राशि 46,050,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये	
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रूपये		

Drafted By: Mahesh Kr. Chauhan, Adv.

यह प्रलेख आज दिनांक 30/11/2012 दिन शुक्रवार समय 11:44:00AM बजे श्री/श्रीमती/कुमारी Madan Lal Grover पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kotu Ram Grover निवासी 864, Pratap Nagar, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री Madan Lal Grover, Chanderbhan Grover, Sahil Grover, Grover Associates thru (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Sukhpal 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 Mahesh Kr. Chauhan 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 30/11/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

(hereinafter referred to as "**Owners**", 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 **FIRST PARTY**.

AND

M/s Malvina 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 and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok –I, M. G. Road, Gurgaon – 122002, through its Director / Authorised Signatory **Mr. 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) **SECOND PARTY**.

WHEREAS

- A. The Second 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 First Party as mentioned hereinabove, jointly and severally is the owner in possession of and is fully entitled to a land having total land admeasuring **73 Kanal / 4 Marla**, equivalent to approx. **9.2 Acres** situate in the revenue estate of village Harsaru, Tehsil & District Gurgaon, Haryana acquired by way of Sale Deed, Jamabandi and Mutation, the details of which are fully described in the statement annexed and marked here to as **Schedule-I**, being hereinafter referred to plotted/Group Housing 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.

Manoj Sahi

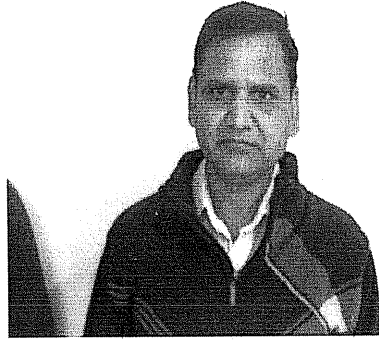
Chander

Malvina Developers Private Limited

G. Bhalla



पेशकर्ता



दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी


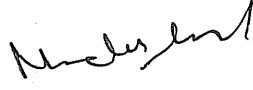












- D. The Owner has represented and assured that the said Land is free from all encumbrances, attachments, mortgages, liens, court cases / orders / decrees / stays, prior agreements, acquisition proceedings etc.
- E. The Owner had approached the Developer with a request to develop the said land and to construct thereupon a Group Housing project subject to specific approval, as the case may be, 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 Plotted / Group Housing project 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 **35%** of the permissible super built up area of Group Housing that may be available on the said land (**Owner's Share**) whereas the Developer shall be entitled to the remaining **65%** 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


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पेशकर्ता	Madan Lal Grover		
पेशकर्ता	Chanderbhan Grover		
पेशकर्ता	Sahil Grover		
पेशकर्ता			
दावेदार	thru:- Sukhpal		
गवाह	Mahesh Kr. Chauhan		
गवाह	C.L.Arora		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 20,582 आज दिनांक 30/11/2012 को बही नः 1 जिल्द नः 13,020 के पृष्ठ नः 131 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,538 के पृष्ठ सख्या 83 से 84 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 30/11/2012


उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

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.

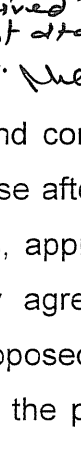
Common Area – When used in relation to the proposed building shall mean all such areas of the proposed building which the owner shall use by sharing with other occupants of the proposed building including entrance, canopy and lobby, corridors, circulation areas and passages, security, fire control room(s), if provided, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms, if any, staircases, munties, lift machine 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.

Neelkanth Sahi *Chandrasekhar*
Malvina Developers Private Limited
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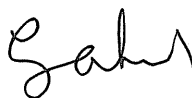
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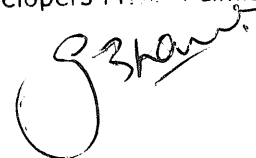
3. That the upkeep, maintenance and management of the proposed building and common areas, maintenance and operation and up keep of plant and machinery shall be organized by the Developer or its nominated Maintenance Agency. All such costs, expenses, accruals to or provisions shall be borne and paid by 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./ Maintenance agency and shall be paid by the Owner as stipulated herein within the stipulated time.
4. 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 or the Owner agrees that a separate tower shall be erected for the Owners share.
5. That as a security for the performance of its covenants made herein the Developer has agreed to pay to the Owners a sum of **Rs. 50,00,000/-** (Rupees Fifty Lakh only) **per acre** towards collaboration fee as Non Refundable Security Deposit. Simultaneously with the execution of this Agreement, the Owners have handed over the title deeds for the said land as per schedule-I. *The owners have received the said consideration amount vide collaboration Agreement dtd. 18.10.2010 & 8.2.11 vide registration No. 31536 dtd. 17.02.2012.* 
6. 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.

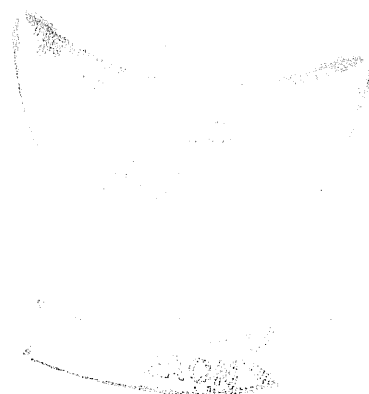






Malvina Developers Private Limited





7. 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 which shall exclude the share of the Owner. The Owner has handed 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 and after the allocation of Owners share has been completed. 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.
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 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

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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.

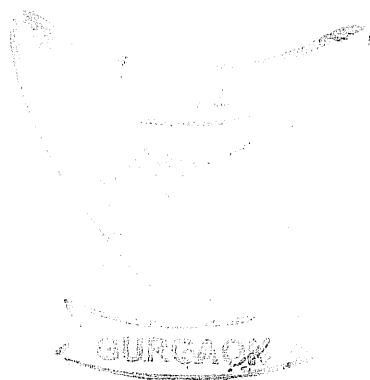
9. That on the requisite license being granted, the FIRST PARTY shall apply to the concerned authorities for grant of No Objection certificate/Permissions to transfer the title of the said Land in favor of the SECOND PART and/or its nominees along with the requisite licenses.
10. The FIRST PARTY shall thereafter be bound to transfer the title of the said land by way of sale deeds along with the requisite license for developing the same in favor of the SECOND PARTY and/or its nominees within 30 days from the date of grant of No Objection Certificate/Permissions. The SECOND PARTY shall simultaneously with the transfer of the said land in favour of the SECOND PARTY allot the area as agreed by and between both the parties as mentioned herein above to the FIRST PARTY by execution of Allotment Letter/ Agreement to Sell/ Builder Buyer Agreement or any other document in favour of the FIRST PARTY.
11. That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions the FIRST PARTY specifically agrees that it shall not rescind from the terms of this Agreement at any stage and specifically after the grant of License/ Permissions. In the event of the FIRST PARTY backing out or rescinding from this Agreement, besides other rights, the SECOND PARTY shall be entitled to get the said agreement specifically enforced and claim damages at the risk and cost of the FIRST PARTY.

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Malvina Developers Private Limited

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Director



12. That the FIRST PART realizes that the allotment of developed area is subject to receipt of License/ approval from the concerned authority and agrees not to hold the SECOND PART liable/ responsible in any manner whatsoever for non receipt/ refusal of permission. That in case license is not granted by the appropriate authority with respect to the said land within 24 months from the date of all the compliances being done by both the parties under this agreement and the land becoming ineligible for grant of license or within such period extended by mutual consent of the parties, this agreement may become unenforceable and come to an end at the sole discretion of the SECOND PART and the FIRST PART shall Forfeit the said Security Deposit.
13. The SECOND PARTY shall simultaneously with the transfer of the said land in favour of the SECOND PARTY allot the area as agreed by and between both the parties as mentioned herein above to the FIRST PARTY by execution of Allotment Letter/ Agreement to Sell/ Builder Buyer Agreement or any other document in favour of the FIRST PARTY. That within a period of 36 months from the date of transfer of land and license in favor of the SECOND PART, the SECOND PART shall offer possession of the developed area whether Group Housing or Plotted to the FIRST PART and or its nominees.
14. That the Owner had, simultaneously with the signing / execution of these presents, appointed and constituted **Mr. Gautam Bhalla S/o Shri Anil Bhalla** 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 on the

Handwritten signatures: *Gautam Bhalla*, *Shri Anil Bhalla*, *Charan*
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Malvina Developers Private Limited
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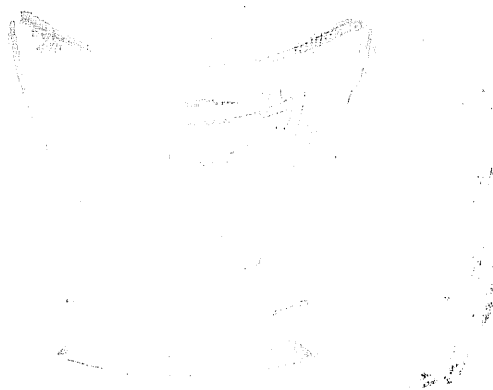


Owner and his legal heirs for all intents and purposes connected with said Collaboration Agreement which shall also be effective for these presents.

15. 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.
16. 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.
17. 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.
18. 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.

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(Signature)
Malvina Developers Private Limited
(Signature)
Director



19. 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.
20. 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.
21. 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.
22. 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.

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Malvina Developers Private Limited

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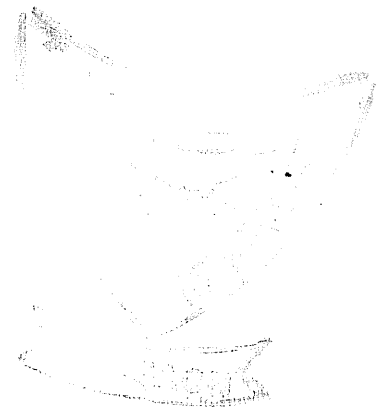
23. That simultaneously with the execution of this agreement, the Owner has handed over to the Developer the original title deeds/ documents of the said land such as Sale Deeds, Jamabandies, Mutations, Khasra Girdawaris etc. and the Owner further undertakes to furnish further available documentary evidence 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 excluding the share of the Owner after obtaining the license from the competent authorities.
24. 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.
25. 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.
26. 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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Malvina Developers Private Limited

S. Sharma
Director



27. 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.
28. 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.
29. 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.

Madhulal Gohil

Chandra Bhan

Malvina Developers Private Limited

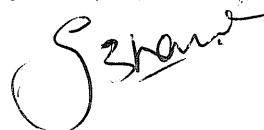
S. N. N. S.
Director



30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.



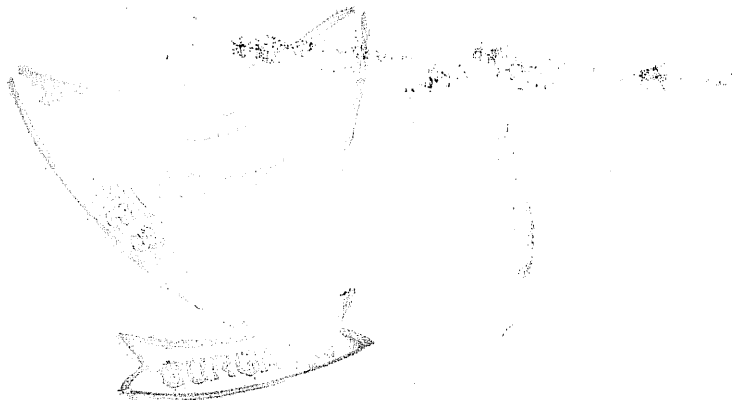
Malvina Developers Private Limited





36. 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.
37. That the Owner shall without demur indemnify the developer 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.
38. 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.
39. 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.

Madhul *Goh*
Chander
Melina Developers
S. S. S. S.



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:

PARTIES OF THE FIRST PART


1. Madan Lal Grover

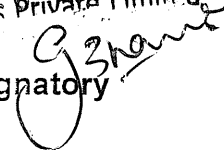

2. Grover Associates


3. Chanderbhan Grover

4. Sahil Grover
(Owners)




PARTY OF THE SECOND PART
For Malvina Developers Pvt. Ltd.

Malvina Developers Private Limited
Authorized Signatory 

Witnesses:


Name: _____

Address: _____


Mahesh K. Chauhan
Advocate, Gurgaon

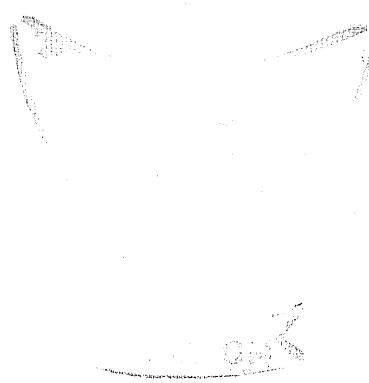
Name: _____

Address: _____


C. L. ARORA
Advocate

Distt. Courts, GURGAON

100
100
100



Details of Land in Village : - Harsaru Tehsil & Distt. Gurgaon.

SCHEDULE - I

Khewat / Khata No.	Name of the Owner	Mustil No.	Killa No.	Area		Part / Salam	Area Purchased		Registry No / Date	Mutation No./Date
				K	M		K	M		
367/425	Madan Lal Grover S/o Kotu Ram	12	7	8	0	Salam	32	0	13981/11.02.03	As per Jamabandi Year 2005- 06
	S/o Jhadram		12	8	0					
	R/o - 864, Partap Nagar Gurgaon		13	8	0					
			14	8	0					
			Total	32	0					
368/426	M/s Grover Associates	12	1min	2	3	Salam	22	9	12702/15.01.03	As per Jamabandi Year 2005- 06
	K-26 Vasant Kunj Road		2	8	0					
	Mahipalpur New Delhi		9	8	0					
	Through Madan Grover S/o Kotu		10min	2	3					
	Ram		11min	2	3					
			Total	22	9					
295/338	Sahil Grover S/o Madan Grover	2	25	2	19	2438/20700	9	7.5		
		3	21min	1	18					
		5	4	6	6					
			5	8	0					
			6min	7	4					
			7	8	0					
			8	7	10					
			9	2	16					
			11	5	2					
			12	8	0					
			13	8	0					
			14	8	0					
			15min	5	17					
			Total	79	12					
438/501	Sahil Grover S/o Madan Grover	5	17/3	3	8	108/240	5	8		
			18	8	0					
			19/1/1	0	12					
			Total	12	0					

Mahindra Developers Private Limited

Sahil Grover

Chander Prakash



CHURCH

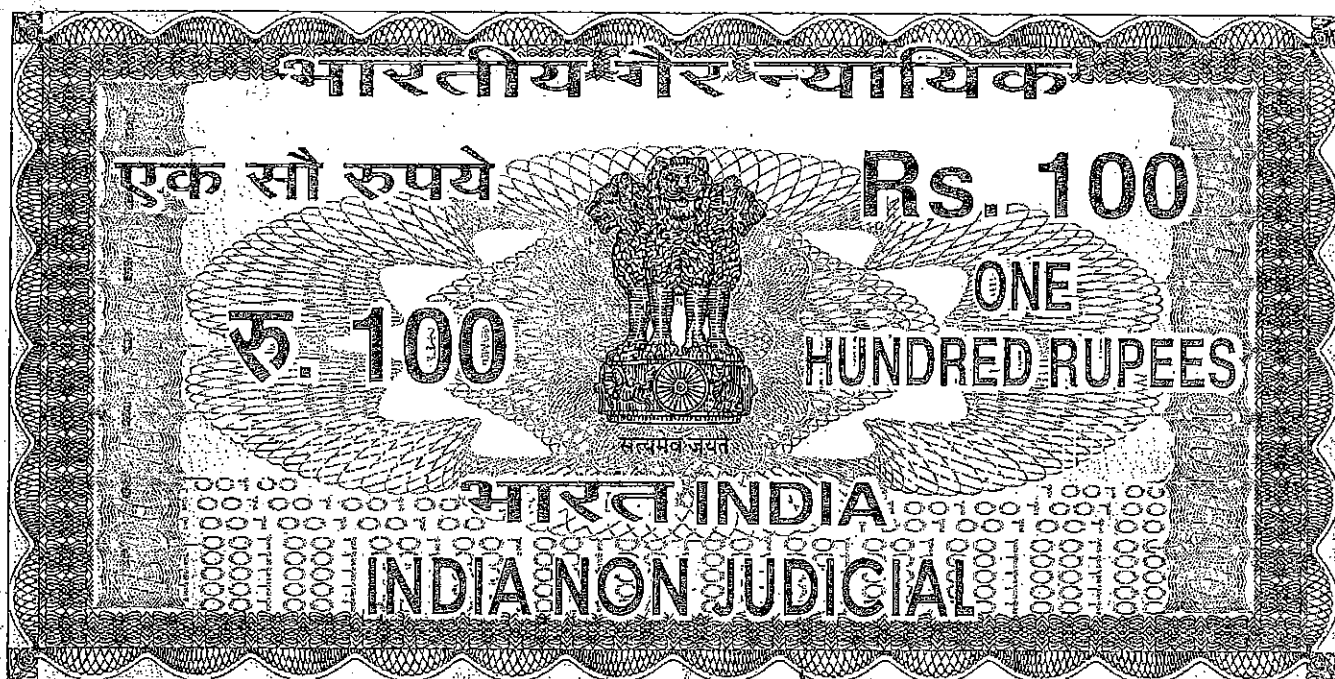
Khewat / Khata No.	Name of the Owner	Mustil No.	Killa No.	Area. *		Part / Salam	Area Purchased		Registry No / Date	Mutation No./Date
				K	M		K	M		
295/338	Chanderbhan Grover S/o	2	25	2	19	112/2300	3	17.5	-	As per Jamabandi Year 2005- 06
	Kotu Ram R/o House No. 3/39	3	21min	1	18					
	Sivaji Nagar, Gurgaon	5	4	6	6					
			5	8	0					
			6min	7	4					
			7	8	0					
			8	7	10					
			9	2	16					
			11	5	2					
			12	8	0					
			13	8	0					
			14	8	0					
			15min	5	17					
			Total	79	12					
438/501	Chanderbhan Grover S/o	5	17/3	3	8	12/240	0	12	-	As per Jamabandi Year 2005- 06
	Kotu Ram R/o House No. 3/39		18	8	0					
	Sivaji Nagar, Gurgaon		19/1/1	0	12					
			Total	12	0					
Grand Total							73	14		
							Or 9.2125 Acres			

Mahesh Sahi

Chanderbhan Grover

Malvina Develoners Private Limited

J. S. Hans



हरियाणा HARYANA

K 425919

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C

GENERAL POWER OF ATTORNEY

Know all these men that We,

1. Madan Lal Grover, S/o Late Shri Kotu Ram Grover, R/o – 864, Pratap Nagar Gurgaon
 2. Grover Associates, a sole proprietorship firm having its office at K-26, Vasant Kunj Road, Mahipalpur New Delhi through its sole proprietor Mr. Madan Lal Grover
 3. Chanderbhan Grover, S/o Late Shri Kotu Ram Grover, R/o 864, Pratap Nagar Gurgaon
 4. Sahil Grover S/o Sh. Madan Lal Grover, R/o – 864, Pratap Nagar Gurgaon
- (hereinafter referred to as "Owners", 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 referred to as "Executant") state as under:-

Madan Lal Grover Sahil

Chanderbhan Grover

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11/11/12 300

17/11/12
Regn. No. 35
Distt. Courts, Gurgaon

प्रलेख न: 889

दिनांक 30/11/2012

डीड संबंधी विवरण	
डीड का नाम	GPA
तहसील/सब-तहसील	गुडगांवा
गांव/शहर	हरसर
धन संबंधी विवरण	
रजिस्ट्रेशन फीस की राशि 100.00 रुपये	स्टाम्प ड्यूटी की राशि 300.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Mahesh Kr. Chauhan, Adv.

यह प्रलेख आज दिनांक 30/11/2012 दिन शुक्रवार समय 11:40:00AM बजे श्री/श्रीमती/कुमारी Madan Lal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kotu Ram Grover निवासी 864, Pratap Nagar, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री Madan Lal Grover, Grover Associates thru (OTHER), Chanderbhan Grover, Sahil Grover

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Gautam Bhalla प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री 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 30/11/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा



हरियाणा HARYANA

K 425901

Whereas the Executant is the sole and absolute owner and in lawful and peaceful possession of a parcel of land land having total land admeasuring **73 Kanal 1/4 Marla**, equivalent to approx. **9.2 Acres**, situate in the revenue estate of Village Harsaru, Tehsil & District Gurgaon, Haryana acquired by way of Sale Deed, Jamabandi and Mutation, the details of which are fully described in the **Schedule-I**, and Collaboration Agreement dated 30.11.2012 (herein after said "Collaboration Agreement"), being hereinafter referred to Plotted / Group Housing as the **said Land**

AND WHEREAS the Executants have entered into a collaboration agreement ("Said Collaboration Agreement") with **M/s Malvina 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 and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok –I, M. G. Road, Gurgaon – 122002, through its authorized signatory Sh. _____ (hereinafter referred to as "**Developer**") for development of Plotted residential area upon the Said Land after obtaining the necessary permission, sanction and license from competent authority.

Neelgopal Sahi

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Reg. No.

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Reg. Year

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2012-2013

Book No.

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Ajay Del Stamp Vendor
Rega. No. 35
Distt. Courts, Gurgaon

17/8/12



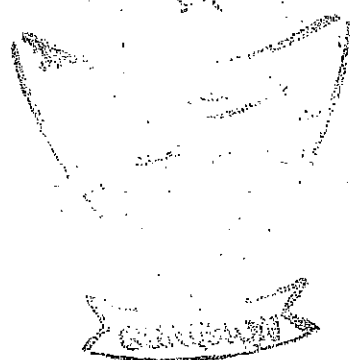
पेशकर्ता



गवाह



उप /सम्बन्धित पंजीयन अधिकारी





हरियाणा HARYANA

K 425902

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 Bhalla** 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.

- 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.

Indrajit Sahi

Chander Bha

Reg. No.






Reg. Year

Book No.

889

2012-2013

4

पेशकर्ता	Madan Lal Grover		<i>Madan Lal Grover</i>
पेशकर्ता			
पेशकर्ता	Chanderbhan Grover		<i>Chanderbhan Grover</i>
पेशकर्ता	Sahil Grover		<i>Sahil</i>
प्राधिकृत	Gautam Bhalla		
गवाह	Mahesh Kr. Chauhan		<i>Mahesh</i>
गवाह	C.L.Arora		<i>C.L.</i>

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 889 आज दिनांक 30/11/2012 को बही न: 4 जिल्द न: 1,013 के पृष्ठ न: 22 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 148 के पृष्ठ सख्या 37 से 38 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 30/11/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

- 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, development, sale and marketing of the said land, make / receive payment of fees and charges, incur expenses for the said purpose.
- 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 engage various agencies 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 (ies) 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.

Madan Lal Gahar

Chander 13/2



- 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.
- 9) 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.
- 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 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.
- 12) To sell / alienate in any manner to third parties the whole or part of the Developer's share in the said 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.

Wadhvani Sahi

Chander Pr



- 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.
- 16) 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.
- 17) 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.
- 18) 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.

Mahesh Sahi

Chander Pr



19) 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 be 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.

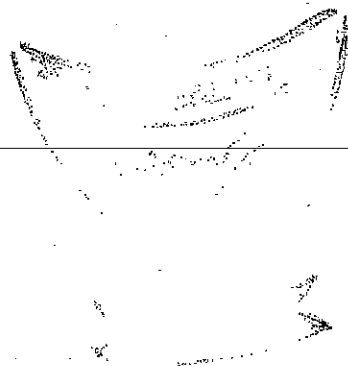
That this Power of Attorney is irrevocable and is subject to the terms and conditions of the said Collaboration Agreement entered between M/s Malvina Developers Pvt. Ltd. (A Vatika Group Company) and ourselves.

Madhul Sahi

Chander Puri

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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 30th day of November/12 in the presence of witnesses:

PARTIES OF THE FIRST PART


1. Madan Lal Grover


2. Grover Associates


3. Chanderbhan Grover


4. Sahil Grover
(Owners)


PARTY OF THE SECOND PART
For Malvina Developers Pvt. Ltd.

Authorized Signatory

Witnesses:

Name: _____

Address: _____


Drafted By:
Mahesh K. Chauhan
Advocate
Distt. Courts, Gurgaon

Name: _____

Address: _____


C. L. ARORA
Advocate
Distt. Courts, GURGAON

