



हरियाणा HARYANA

10739  
COLLABORATION AGREEMENT

H 177947

Token No. 11087

Hall No. 11087

Date 15/07/11

This Collaboration Agreement is made and executed at New Delhi on this Thursday, the 15<sup>th</sup> day of July 2011

Gurgaon

BETWEEN

1. M/s. Radhika Foam Udyog a partnership firm having its office at 1068, Sector-4, Gurgaon through all its partners Ms. Sarla Bhutani & Ms. Kavita Bhutani;
2. M/s. Radhika Polymers a partnership firm having its office at 1068, Sector-4, Gurgaon through all its partners Mr. Inderjeet Bhutani & Ms. Kavita Bhutani;
3. M/s. Naresh Rubber Company a partnership firm having its office at 86, IDC Mehrauli Road, Gurgaon through all its partners Mr. Inderjeet Bhutani & Mr. Harsh Bhutani;
4. Smt Rama Kumar w/o Shri Shyam Kumar r/o 1039, Sector-4, Gurgaon;
5. Shri Shyam Kumar s/o Shri R.N. Kumar r/o 1039, Sector-4, Gurgaon;



(Hereinafter collectively referred to as the OWNERS of the One Part. Copy of the Partnership Deed is annexed as Annexure-P1 to P3)

Radhika Foam Udyog  
Kavita Bhutani  
[Owner]

AND

for RADHIKA POLYMERS for Naresh Rubber Company  
[Developer]

Managing Partner



St. No. 71923  
 Amount.....  
 Purpose/Use.....  
 S.V. 3/04  
 15 JUL 2011 दिनांक 15/07/2011

प्रलेख नः 10439

डीड का नाम AGREEMENT	डीड सबंधी विवरण	Signature
तहसील/सब-तहसील गुडगावा	गांव/शहर धनकोट	RAM SARUP (STAMP VENDOR) PANCHAYAT BHAWAN, Opp. S.C.E.T. NEAR DISTT COURT, GURGAON (HR.)
भूमि का विवरण		
धन सबंधी 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
रुपये		

Drafted By: Rajbir Singh, Adv.

यह प्रलेख आज दिनांक 15/07/2011 दिन शुक्रवार समय 10:45:00AM बजे श्री/श्रीमती/कुमारी M/s. Radhika Foam Udyog पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 1068, Sec-4, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता  
 Sarla Bhutani  
 Kavita Bhutani  
 Rama Kumar  
 उप/संयुक्त पंजीयन अधिकारी  
 गुडगावा

श्री M/s. Radhika Foam Udyog thru Sarla Bhutani (OTHER), M/s. Naresh Rubber Co. thru Harsh Bhutani (OTHER), Rama Kumar, Shyam Kumar, M/s. Radhika Polymers thru Inderjeet Bhutani & Kavita Bhutani (OTHER)

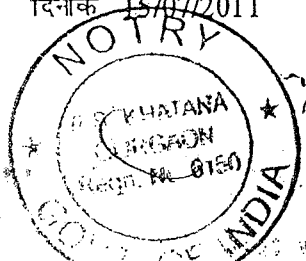
उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru--Manish दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ajay पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Lt Kartar Singh निवासी Garhi harsaru श्री/श्रीमती/कुमारी Rajbir Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurgaon ने की।

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

दिनांक 15/07/2011

उप/संयुक्त पंजीयन अधिकारी  
 गुडगावा

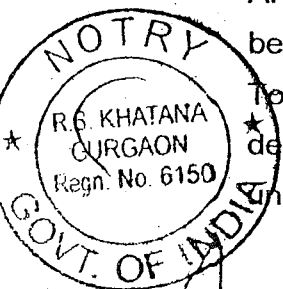


M/s Clarion Properties Limited, a company duly incorporated under the Companies Act, 1956, having its registered office at 34, Babar Lane, Bengali Market, New Delhi, acting through its duly authorized director Mr. Manish Agarwal, hereinafter referred to as the DEVELOPER of the other part.

The expression 'Owners and Developer' used herein (unless excluded by or repugnant to the context or meaning thereof) shall mean and include the heirs, successors, administrators, nominees, assignees of the respective parties and all those claiming through them.

WHEREAS we, M/s. Radhika Foam Udyog, M/s. Radhika Polymers & M/s. Naresh Rubber Company (hereinafter referred to as the co-owners) acquired 1/3<sup>rd</sup> share each by inheritance/ devolution from the previous owners in the land measuring 24 Kanals 9 Marlas forming part of RACT 77 Khasra No. 16/2, 17/1, 6/3, 15/1, 15/2, 16/1, RACT 78 Khasra No. 20/2, Smt. Rama Kumari w/o Sh. Shyam Kumar (hereinafter referred to as the sole owner) acquired complete share by inheritance/ devolution from the previous owners in the land measuring 24 Kanal 1 Marla in RACT 77 Khasra No. 3/2/1, 3/2/1, 8/1, 3/2/2, 12/2, 13, 18/1 and Shri Shyam Kumar s/o Raghunath s/o Chamanlal (hereinafter referred to as the sole owner) acquired complete share by inheritance/ devolution from the previous owners in the land measuring 16 Kanal 16 Marla in RACT 77 Khasra No. 7/2/2, 14, 7/1/2, 4/3/1, total area measuring approximately 6.885 acres situated in Village Dhankot, Tehsil & District Gurgaon, Gurgaon (Haryana) as per Annexure-1 enclosed to this agreement (hereinafter called 'the said land').

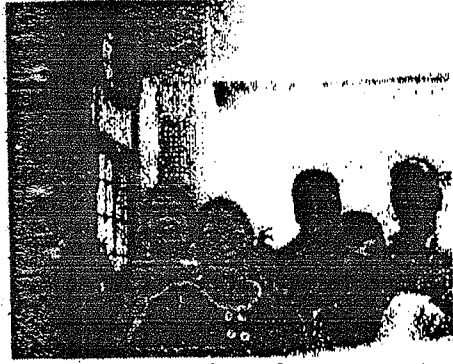
AND WHEREAS the developers have already obtained the license bearing no. 136 of 2008 dated 1.7.2008 from the Director General, Town & Country Planning Department, Haryana, Chandigarh for development of I.T. Park on 5.922 acres of land out of the said land under this collaboration agreement.



[Owners

*Kavita Bhatnagar*  
*Rama Kumari*

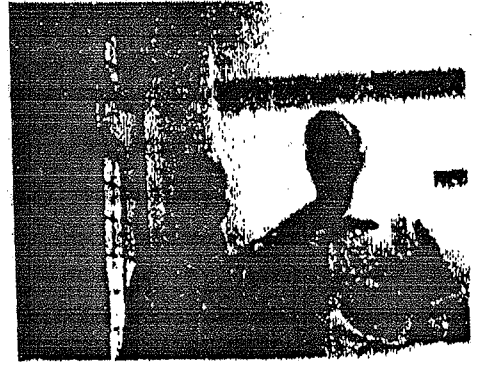
Developer]



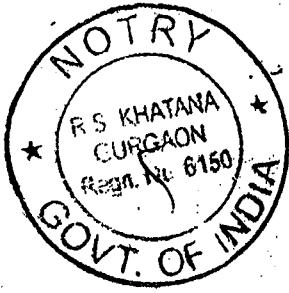
पेशकर्ता



दावेदार



गवाह



उप /संयुक्त पंजीयन अधिकारी

AND WHEREAS the FAR permitted on the said land is 76230sqft per acre on the basis of 1.75 FAR.

And whereas the parties hereto have decided that the project of I.T. Park does seem to be feasible; thus the present collaboration agreement is being executed between the parties to undertake a commercial colony on the said lands or a part thereof.

And whereas the owners have warranted and represented that the owners are owners of the said land which is free from all encumbrances, charges, litigation, acquisition precedes, legal flaws of any other encumbrances of any other nature whatsoever.

And whereas the parties have mutually agreed and decided to undertake construction and development of a commercial complex on the terms & conditions contained herein.

**NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:**

1. That the recitals above and the annexures hereto shall form an integral part of this agreement.
2. The owners assure and declare that:

- i. The owners are the absolute owners of the said land and that they are entitled to construct and develop the said property in collaboration with the developer and that the owners shall apply for permissions etc, if any, required to enter into this collaboration.

There are no notifications or other steps taken by any authority for the acquisition of the said land or any portion thereof under the laws relating to land acquisition and / or requisition and

Radhika Foam Udyog, acquisition thereof.


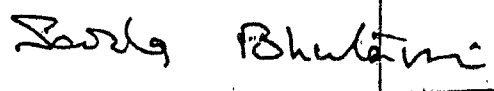





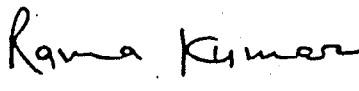

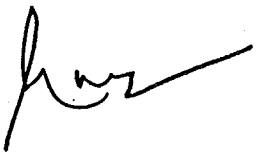


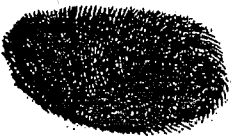


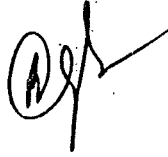
*Kavita Bhutani* For RADHIKA POLYMERS For Naresh Rubber Company

[Owners]

*Kavita Bhutani*  
Managing Partner

*Naresh Kumar*  
Developer

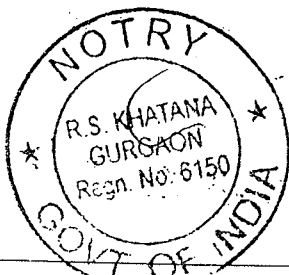


पेशकर्ता	Sarla Bhutani	 
पेशकर्ता	Inderjeet Bhutani & Kavita <i>Kavita Bhutani</i>	 
पेशकर्ता	 Inderjeet Bhutani	
पेशकर्ता	Rama Kumar	 
पेशकर्ता	Shyam Kumar	 
दावेदार	thru--Manish	 
गवाह	Ajay	 
गवाह	Rajbir Singh	 

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10,439 आज दिनांक 15/07/2011 को बही न: 1 जिल्द न: 12,963 के पृष्ठ न: 22 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,436 के पृष्ठ सख्या 12 से 13 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और बाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 15/07/2011



उप/संयुक्त पंजीयन अधिकारी  
गुडगावा

- iii. All taxes, cesses and other payments due to Municipal Committee or any other have been/ shall be paid in full by the Owners for the period till date and thereafter proportionately by each party for proportionate land covered under the said FAR.
- iv. There are no attachment, charges, mortgages, litigation, injunction, legal flaws, claims, demands, dues, notices, religious or family disputes etc or any other encumbrance of any kind whatsoever relating to the said land and the owners have further assured and agreed that they will not in any manner encumber the said land hereinafter either by way of creating mortgage, charge, lien, hypothecation or in any other manner and shall keep the title thereof absolutely free and saleable.
- v. The developer shall try to obtain license from the Director General, Town & Country Planning, Haryana for commercial development in whole or in part on the said land and shall incur all costs therefor. However, if so required by the Director General, Town and Country Planning, Haryana, the license already obtained for development of I.T. Park, shall be surrendered and the owners hereby authorize the developers to do so as also take all other necessary steps to obtain license for commercial developments on the said land. The owners shall sign all applications, representations, petitions, indemnities, affidavits, plans and such other documents including Power of Attorney as the developer may require in its name or in the name of its nominee for the purpose of submission to Town & Country Planning Department, Municipal Committee and/or any other Government or statutory authority to enable them to obtain any further sanctions, permission and approvals of all or any of the said authorities in connection with the commencement and completion of the construction of the building on the said land including applications for obtaining the buildings license and sanctioned plans and to carry out any modification, amendments thereof or for obtaining controlled



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building material, if any, for providing electric installations, lifts and elevators, water and sewerage connections and in general for fully effectuating the terms and conditions of this agreement and also empowering such Attorney to sell, lease & let out the built-up / saleable areas of the developer's share including the additional area of 20000 sq. ft. as described in clause 3 hereinafter.

- vi. That the developer, after putting in a minimum amount of Rs.5crore (fivecrore) on account of construction work, shall be free to avail of any loan for the purpose of development & construction of the project in question only by creating equitable mortgage (mortgage by deposit of title deeds) of the said land in favour of the lenders for which the owners hereby grant his/her/their unconditional consent. However, the owners share shall be free from all lien, mortgage & charges.
- vii. The owners have held out that they have a clear and marketable title of the said land and shall keep the developer indemnified with regard to the same. In case at any stage any litigation with regard to the title of the said land or any portion thereof arises, the same shall be defended by the developer entirely at the owners cost and if at any stage the title is found not to be clear or marketable then the loss of profit along with cost of development and interest shall be paid by the owners to the developers. Any loss of area due to bad title shall be to the owners account.
- viii. The owners have already handed over vacant physical possession of the said land as marked red in the site plan annexed as Annexure-2, for the purpose of developing the Commercial Complex agreed to be developed under these presents and to enable the developer to discharge its part of obligations.



For Radhika Foam Udyog  
V. To R. L. L. L.

For RADHIKA POLYMERS

For Naresh Rubber Company





- ix. Have handedover the original title deeds to the developer .
3. It is specifically agreed between the parties that keeping in view the additional cost of the external development charges, license fee as well as the basic cost of constructions, the commercial cost would be rather high, thus out of the owners share of the licensed area of 5.922 acres the developer shall be entitled to 20000 sq. ft. saleable area [if the commercial license is for a lesser/greater area then this entitlement shall be determined on pro-rata basis] which the developer shall also be entitled to deal with as if the same is developer share and shall be entitled to market, sell or deal with in any manner as may be desired by the developer.
4. The developer assures, declares and agrees that:
- i) The Developer shall procure all the necessary permissions from the concerned authorities and the owners shall sign all requisite letters, undertaking and related documents, construction, developments and completion and tender all possible cooperation to the developer to procure such permissions as may be required. The responsibility of obtaining the licenses shall be that of the developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from the TC&P/DTP and other concerned authorities shall be borne by and paid by the developer. The bank guarantee etc for payment of external development charges and internal development charges shall be furnished by the developer from its own. In case if any bank guarantee is required to be furnished in the name of owners the same will be arranged by the developer and shall be returned to the developer and the owners shall have no right/claim over the same. The developer shall develop the Commercial Complex, car parking & basements along with all internal facilities as per



PROPER

plan with required modifications and other structure for common facilities as approved by the T&CP office / other government authorities / developer on the said land as per the approved site plan at its own costs and expenses with its own resources after getting requisite sanctions/ permissions.

- ii) To use the material of reasonable good quality as per specifications mutually agreed and enclosed as Annexure-3 hereto.
- iii) The developer shall appoint reputed firm of Architects to prepare the plan and supervise the construction work and shall engage capable work force including contractor/sub-contractor for raising the construction etc.
- iv) To pay and discharge all financial liabilities on the part of the developer that may arise, occasioned or levied on account of construction being raised under these presents.
- v) To permit the owners or its representatives/agents unfettered access to the land/ building sought to be raised on their share, at all times during the period of construction.
- vi) To complete the construction of the owners share of Commercial Complex within a period of 36 months from the date of sanctions of the plan, environment clearance and grant of all other permissions subject to six months grace period and force majeure.

5. In consideration of Owners having provided the said land and Developer developing the said land and raising construction thereon under this Agreement, the parties have agreed to divide the built up area in the following manner:



For Radhika Foam Udyog

Kavita Bhutani  
Partner

For RADHIKA POLYMERS

For Naresh Rubber Company



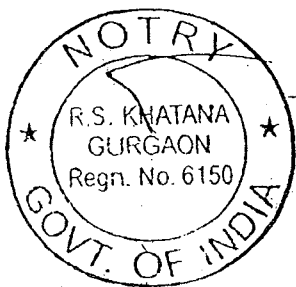
DEVELOPER SHARE: 66% of built-up, commercial, car parking area and allied area and basement + 20000 sq.ft. [as described in clause 3 above] saleable area out of the owners share of 34% with ownership rights in the land underneath.

OWNERS SHARE: 34% of built-up, commercial, car parking area and allied area and basement less 20000 sq. ft. [as described in clause 3 above] saleable area with rights in the land underneath.

The owners share shall be air-conditioned and shall have power back up. The basement, lift, and other common area shall be non-air-conditioned but shall also have power back up.

That both the parties shall share the total built up area of the said Commercial Complex in the aforesaid proportion block-wise or as may be mutually agreed between the parties. The area allotted to each of the parties shall be tentatively marked in the Plan when prepared and approved. The parties have agreed that any increase or decrease in the area allotted to any party shall be suitably adjusted inter-se between the parties at the time of actual measurement on completion of the said complex.

6. The Developer has already paid Rs.3,00,00,000/- (Rupees three crore only) to the owners as deposit and the owners do hereby acknowledge the receipt of the same. The out of the said deposit Rs.60.00 lakh shall be refunded by the Owners to the Developer, within 30 days from the date of offer of possession of built-up area of Owners share by the Developer to the Owner, which could be offered only after making application to the concerned authorities for issuance of occupancy certificate by the Developer. The possession to the Owner, however, shall not be delivered to Owner till the Owner refunds / repays the amounts deposited with them. In case of default on the part of



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Owners, the Developer shall be entitled to claim interest @ 18% per annum on such amount for the defaulted period and shall, till the date of refund in full with interest, be entitled to retain the possession of built-up area of Owners share without carrying any liability on this account, but with entitlement to claim watch & ward charges after occupancy certificate.

7. As soon as possible the developer shall, at site with its own costs and expenses, prepare the site for digging foundation and for carrying out the work according to the sanctions and permissions obtained from the competent authority with modifications, which enable the developer to start construction on the said land. The developer shall proceed to do all acts, deeds and things necessary for commencement of construction on the said land and to complete the construction of the said Commercial Complex, the developer shall appoint engineers, contractors and other persons as the developer may require in its sole discretion from time to time for the purpose of construction of the Commercial Complex on the said land.
8. The developer shall commence and complete the construction of the said Commercial Complex by providing the entire finance, equipment, inputs, material, infra-structure and expertise necessary to construct the said area in accordance with the sanctioned plans and any modification thereof, as may become necessary or as desired by the developer.
9. That the developer at its own discretion shall be entitled to construct serviced apartments on its share of the area on the said lands. In such an eventuality, the developer shall construct owner's share in the said lands as commercial areas on bare shell basis in hall shape as per specifications described in Annexure-5 annexed hereto. It is clarified that the owners shall have the option to get serviced apartments constructed on their share of area instead of commercial areas in which case all



For Radhika [Owners] For RADHIKA DOYVEDA

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additional cost/expenses including but not limited to partition walls, furniture, fixtures, fittings, movables, toilets, kitchenettes, flooring, other interior works, false ceiling etc shall be borne by the owners and paid to the developer. The Developer shall, in that case, undertake the interiors either as per the specifications on which the Developer is undertaking interior in the areas falling under its share or in the alternative shall have this done as per the specifications so provided by the Owners.

10. That the developer shall be free to buy adjoining land/areas and merge the same with its share of land under the license issued by the authority with regard to the subject land and in such an eventuality the owners shall have no objection to the same and shall also not have any claim or right over such land as may be bought by the developer or over the increased FAR. The owners shall also not object to any such deal and shall be obliged at all times to sign all documents which may be necessary for the developer to achieve its objectives as per this agreement or outside this agreement, which require help/assistance from the owners as long as this does not adversely affect the interest of the owners.
11. The developer shall pay all costs, fees and other expenses of the architects and other technical experts and all other expenses necessary for sanction, commencement and completion of the said construction and for any addition and alterations, all wages and salaries to all persons employed by the developer or its contractors, sub-contractors or their agents or nominees for the purposes of the said construction and the owners shall not be responsible for such payments. The developer shall indemnify the owners against any claim arising out of and during the course of construction. And the owners have hereby indemnified the developer in respect of their obligations and representations and shall keep the developer indemnified in that respect.



For Radhika Foam Udyog  
Kavita Bhutani Owners  
For RADHIKA POLYMERS

Radhika  
Kumar  
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12. The developer/owners shall pay and bear in proportion to respective share all taxes, cesses and levies payable for the said land and building from the date of commencement of construction till the vacant possession of the built-up area relating/falling to the share of the owners is offered by developer to the owners, whereafter the parties or any one claiming under or through them shall bear respective liabilities on these accounts including the liabilities of maintenance for their respective shares.

13. All costs and expenses, involved of Infrastructure Development Charges, Electric Department including connection charges payable to State/Local Authorities shall be paid and borne by the parties in proportion to their respective share of the area and the Owners shall pay their share of these expenses at the time of handing over possession of their share.

14. The developer alone shall be responsible for any accident that may occur during the course of construction and it alone shall meet any financial or other liabilities either under Workmen Compensation Act or under any other law or regulation in force for the time being. Any financial expenditure of whatsoever nature involved in any accident to workmen, labour, employees, neighbors or any other person shall be borne by the developer and the owners shall be absolved of and indemnified by the developer of any financial or other liabilities in this regard.

15. That the developer shall pay to the owners damages Rs.5 lakh per month on the owners share on account of delay in completion of the buildings allocated to the owners beyond 36 months period agreed to in the agreement after allowing 6 months grace period free from penalty (i.e. after 42 months), subject to force majeure, court orders or any other reason beyond the control of the developer. The period of

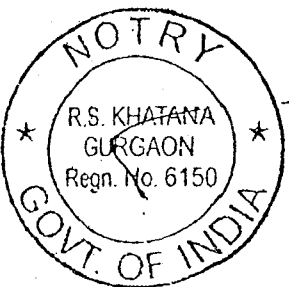


For the Firm Udyog  
Kavita Bhutani

Rama  
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constructions i.e. 36 months shall commence from the date of getting sanctioned plans and environment clearance subject to force majeure circumstances.

16. That the parties hereto shall be liable in respect of income tax and other fiscal liabilities for their respective shares in the area and/or proceeds thereof under this agreement.
17. That if any objection is not received as to the quality or workmanship during the progress of construction with regard to the owners share, the construction shall be deemed to have been approved. Further, after taking over possession of their share, the owners shall be estopped from raising any claim or objection of any nature whatsoever and on any account whatsoever.
18. The developer shall be entitled to sell the built-up area of its share to any party either in whole or in parts. The developer shall be entitled to enter into any agreement to sell, lease, franchise agreement, revenue sharing agreements, rent or dispose of its share in any other manner, receive payments, execute necessary documents in favour of respective purchasers and handover possession to them. However, registration of sale deed(s) will be done only after offer of possession to the owners. The owners shall also join hands in executing the documents in favour of such purchasers and shall also do all other acts, deeds and things that may be required to be done in order to confer legal and perfect title in favour of such purchasers/allottees.
19. The developer shall have rights to transfer all rights and obligations of the Collaboration Agreement in part or in whole to any other person or company provided the owners' rights and obligations continue to remain adequately safeguarded in the present agreement.



For Radhika

*Radhika*  
*[Signature]*



20. The developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine etc. by putting sign-boards, neon-signs on the said land or at other places, 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. The owners shall have no right to assign or encumber the said land or their rights under this agreement in favour of any third party till the completion of the project and till the transfer of title in respect of developer's share in favour of the developer's purchasers by way of sufficient instrument.
22. The owners shall execute and register General Power of Attorneys in favour of the nominee of the developer to enable the developer to obtain necessary sanctions, permissions, approvals connections, raw material etc. and also to enable the developer to discharge its part of obligation under this Collaboration Agreement and to Sell, lease & allot area of its share.
23. The parties along with certain other persons had also executed a Collaboration Agreement dated 16/07/2007 and it is hereby agreed that if for any reason whatsoever, under the present agreement commercial license cannot be obtained or the present agreement cannot be enforced then the original agreement dated 16/7/2007 shall automatically stand revived in totality.
24. The owners and developer shall be bound to comply with all the terms and conditions of licence and the terms and conditions of the Town & Country Planning Department in respect of the Commercial Complex sought to be developed. All expenses for the correction, rectification shall be borne by the developer only



*Rawat*  
*[Signature]*  
ON PROP



and there will be no liability of the owners in this regard. In case any floor area ratio is increased under the rules & regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be incurred by the Developer and the Owners according to their respective share. The additional area constructed against increased floor area ratio shall also be divided between the Owners and the Developer as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be borne on pro-rata by both the parties as per their respective percentage. However, the Owners shall pay to the Developer the construction cost of their additional share of constructed area.

25. That the superstructure of the salable area to be allotted to the owners will be completed in all respects with all fittings, water supply and other facilities at the cost of the developer.
26. That the owners shall not directly or indirectly create any obstacles, problems with regard to development /construction or sale of the developers share.
27. Both the parties have represented to each other that they are duly authorized and competent to enter into this agreement and this agreement has been duly entered into between them of their free will. Mr. Manish Agarwal is also being duly authorized by the board of directors of the developer to enter into this agreement vide Board Resolution duly passed in the meeting and enclosed along with this Agreement.
28. This agreement shall not be deemed to be a partnership between the parties but shall be deemed to be a joint venture/collaboration agreement.
29. It has been specifically agreed by and between the parties that since the developer would incur huge expenditure by way of cost



[Owners

For Radhika Foam U...  
Kavita Bhutani

For RADHIKA POLYMERS  
Kavita Bhutani

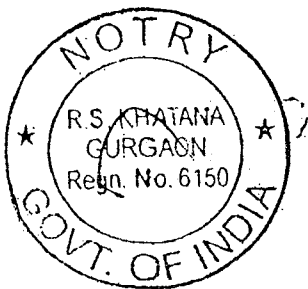
Developer



of license, out of pocket expenses, development and construction etc this agreement shall remain irrevocable and the rights and entitlements of the developer under this agreement including the possession of the said land shall not taken away by the owners or by any other person claiming under the owners for any reason whatsoever. Further agreed that any compensation, which may be received from the government authorities on account of lands not forming part of the licence will be only to the account of the owners.

30. That the first 50% of the External Development Charges (EDC) of the owners share stood paid by the owners to the developers. However, the remaining 50% of the EDC payable on the owners shall be paid by the owners as and when the same is due to the developers / government authorities. It is further clarified that the entire EDC if recovered / recoverable from the prospective buyers by the owners of the owners share shall be retained by the owners.

31. In case of any dispute or difference, the party shall try to settle the same amicably, failing which the courts at Gurgaon where the property is situated shall alone have the jurisdiction. In the first instance, the parties shall try to settle the same amicably, failing which the matter shall be referred for arbitration as per the provisions of Indian Arbitration and Conciliation Act 1996. Each party shall appoint one Arbitrator and the two Arbitrators shall appoint the third Arbitrator who shall be the Presiding Arbitrator. The arbitration award shall be final and binding upon the parties. Expenses of the arbitrators shall be shared equally by the parties unless the award otherwise provides. The arbitration proceedings shall be conducted in New Delhi in the English language.



For Radhika Foam Udyog

Kavita Bhutani

Partner  
[Owners]

For RADHIKA POLYMERS

Kavita Bhutani

For Nareesh Rubber Company


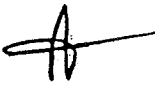
Developer

Kavita Bhutani

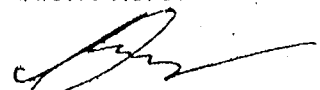


IN WITNESS WHEREOF, the parties have set and subscribed their respective hands to this collaboration agreement at the place and on the date, month and year first above written in the presence of witnesses.

WITNESSES:

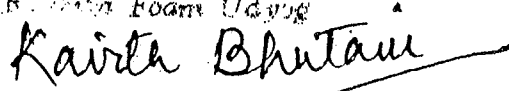
1.   
Rajbir Singh  
Adv.  
Gurgaon
2.   
Ajay Singh  
R/o Gashi Gurgaon

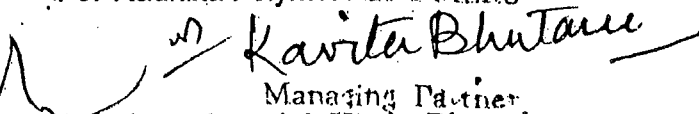
SIGNED, SEALED & DELIVERED   
BY THE WITHIN NAMED DEVELOPERS  
CLARION PROPERTIES LIMITED

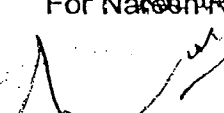
  
MANISH AGARWAL  
DIRECTOR

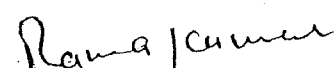


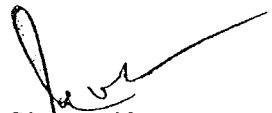
SIGNED, SEALED & DELIVERED BY  
THE WITHIN NAMED OWNERS

For Radhika Foam Udyog  
  
Kavita Bhutani  
Sarla Bhutani & Kavita Bhutani;  
Partners

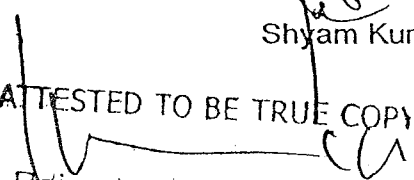
For Radhika Polymers  
  
Kavita Bhutani  
Managing Partner  
Inderjeet Bhutani & Kavita Bhutani;  
Partners

For Narech Rubber Company  
  
Inderjeet Bhutani & Harsh Bhutani;  
Partners

  
Rama Kumar

  
Shyam Kumar


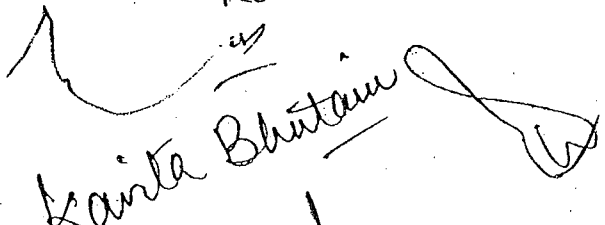


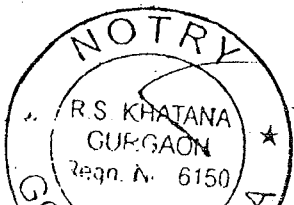
ATTESTED TO BE TRUE COPY  
  
Rajender Singh Khatana  
Advocate

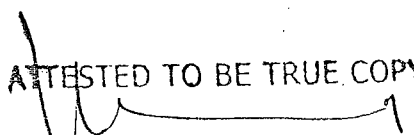
Owners

# LAND SCHEDULE

Village	Rectangle	Killa No.	Area	
Dhankot Sector-102, Gurgaon			K	M
Radhika Polymers Naresh Rubber Company Radhika Foam Udhyog	77	6/3	4	13
		15/1	4	18
		15/2	3	2
		16/2 min	0	09
		17/1 min	0	05
		16/1 min	0	17
	78	20/2 min	0	09
Shyam Kumar	77	7/2/2	3	17
		7/1/2	4	0
		14	8	0
		4/3/1	0	19
Rama Kumar	77	13 min	8	0
		3/2/3	2	11
		8/1	7	16
		3/2/2	1	12
		12/2	2	13
		18/1	1	7
		Total	55/08	Approx. 6.885

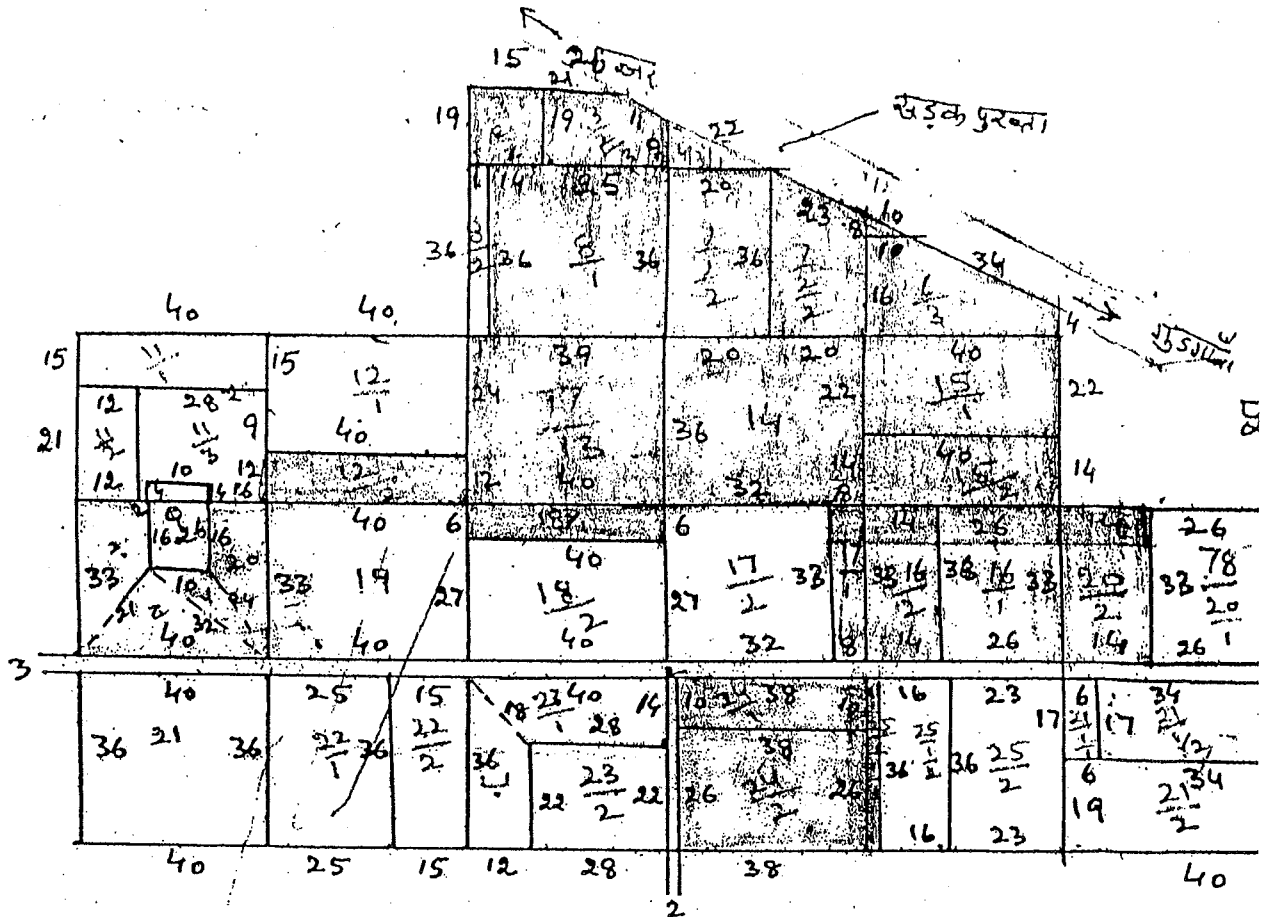
 Rama Kumar  
 Kanta Bhutani



ATTESTED TO BE TRUE COPY  
  
 Rajender Singh Khatana

अवस्था, बिजरा गाँव चनव्याह ३० को तक ५९ तहसील व जिला  
 गुडगाँव तारमीम इन्तकालात नं १२५९, २१५८ परत सरन्याह  
 नववस्था नजरी मौना वाद निशानदेही

उत्तर



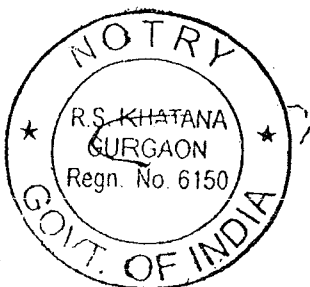
वेक्षण

लेखा कर्मी

Rama Kumar

Local Commissioner  
 Naib Sadar Kanningo  
 Gurgaon

10-11-2007



ATTESTED TO BE TRUE COPY

Kavita Bhutani

Rajender Singh Khatana  
 Advocate & Notary  
 Distt. Courts, Gurgaon

16-7-2011

Annexure-II I

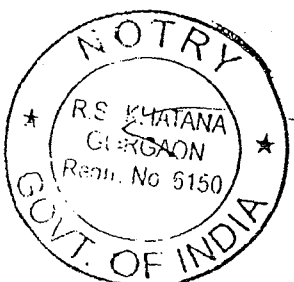
Specification

Flooring	Combination of Marble and/or granite
Common Area Walls	Combination of Marble/granite and plastic Emulsion paint
Toilets	Ceramic tiles / granite in common area floors and walls
Vertical circulation	Escalators and lifts for all levels
Air-conditioning	Building will be Air-conditioned
Shop Front	Glazed with Aluminum / UPVC framing
Exterior	Combination of Granite and/or curtain wall/exterior paint
Power	100% power back up

Shops/Restaurants/Offices/Entertainment areas shall be in bare shell condition.

Rama Kumar

Kavita Bhutani



ATTESTED TO BE TRUE COPY

Rajender Singh Khatana  
Advocate & Notary  
Distt. Courts, Gurgaon

11-02-2011