

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत



सत्यमेव जयते

INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

हरियाणा HARYANA

C 490603

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Gurgaon in this 19th day of June, 2010.

Between

Sh. Ishan Singh, Son of Shri Lokendra Singh, Resident of 298, Forest Lane, Sainik farms, New Delhi-110068 (hereinafter referred to as OWNER "First Party"), of the **ONE PART**;

AND

SPACE TOWERS PRIVATE LIMITED, a Company Registered under the Companies Act, 1956, having its registered office at 18, Community Centre, Mayapuri Phase-I, New Delhi-110064, duly represented through its Director Sh. Jaspal Singh Chawla, duly authorised vide a Board Resolution dated 2nd day of August, 2008 (hereinafter referred to as DEVELOPER "Second Party"), of the **OTHER PART**.

The First Party and the Second Party are hereinafter collectively referred to as "Parties" and individually as "Party" which expression unless repugnant to the context shall mean and include their legal heirs, successors-in-interest, nominees and permitted assigns as the case may be.

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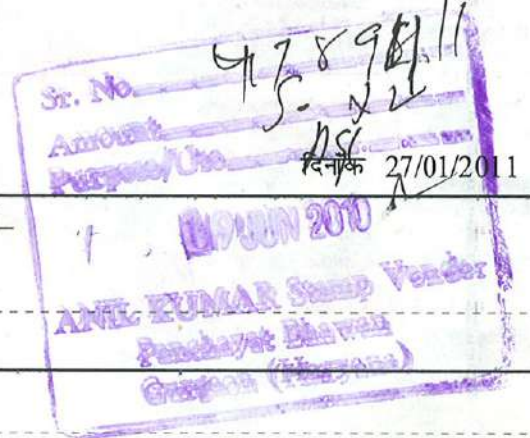
For Space Towers Private Limited

Director

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प्रलेख न: 2312



डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील Manesar	गांव/शहर नौरंगपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 5,000,000.00 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
रुपये	

Drafted By: C.L.Arora, Adv.

यह प्रलेख आज दिनांक 27/01/2011 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी Ishan Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Lokendra Singh निवासी 298, Forest Lane, Sainik Farms, N.Delhi-110068 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

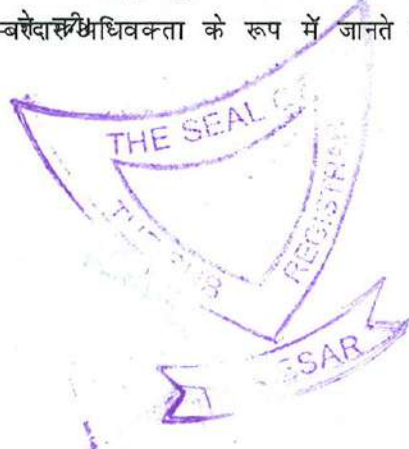
श्री Ishan Singh

उप/सयुक्त पंजीयन अधिकारी
Manesar

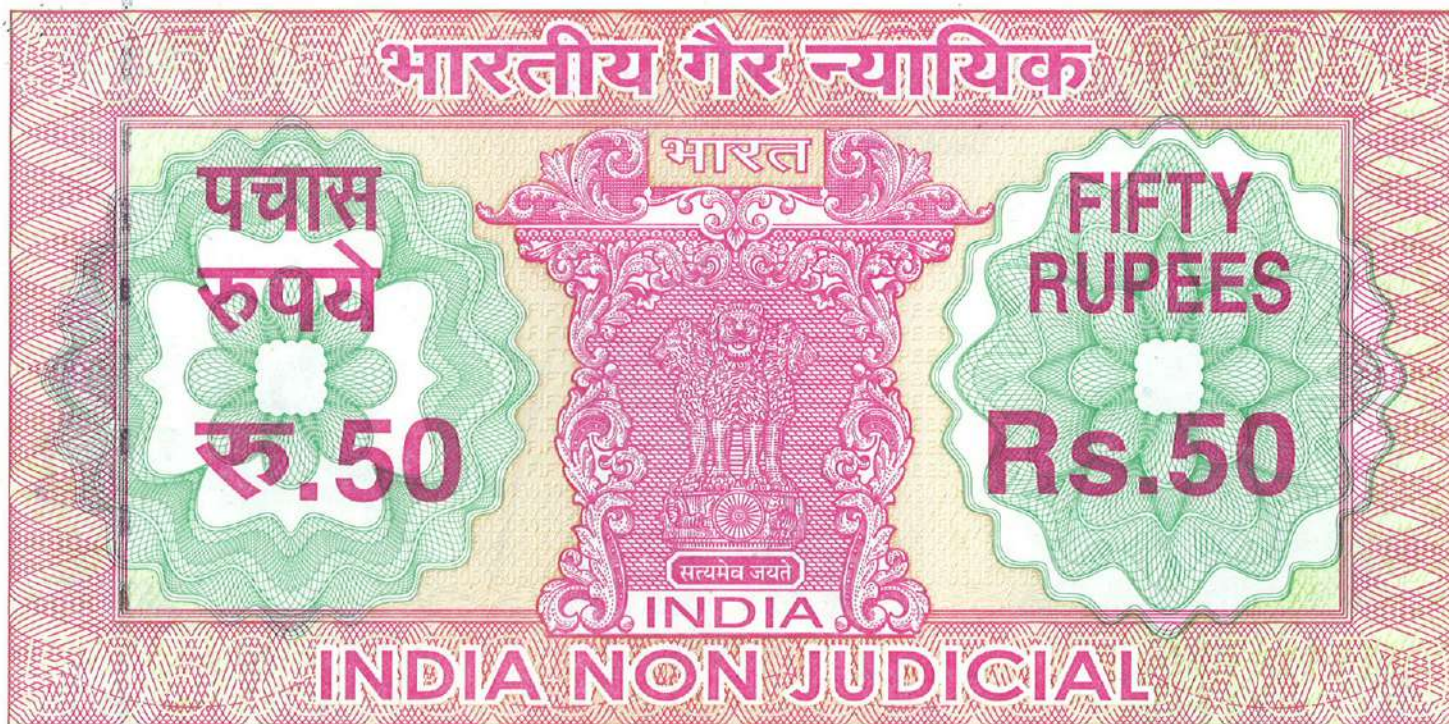
उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Jaspal Singh Chawla दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुधक समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Parvinder Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Onkar Singh निवासी WZ M-50, Lane No. 5, New Mahavir नगर, न.दिल्ली-110048 नम्बरें दावेदार अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 27/01/2011



उप/सयुक्त पंजीयन अधिकारी
Manesar



हरियाणा HARYANA

C 490602

WHEREAS the First Party hereby represents that he is the absolute OWNER, seized and possessed of land bearing No. 6, 11/5, 11/4, 11/3, 11/2, 12/2, 20, 21/1, 21/2, Rect. No. 7 - Killa No. 1/2, 1/1. Rect. No. 8, 5/2/2, total measuring 27 Kanal 3 Marlas (3.4 acres approx) or 16,425 sq. yards situated in Village Naurangpur, District Gurgaon falling in Sector-78 as the Gurgaon Manesar Master Plan 2021 (hereinafter to as the "Said Land").

AND WHEREAS the said land was purchased by the First Party from Smt. Krishna Devi W/o. Late Shri Anil Kumar, Shri Sushil Kumar sons, Meenu Alias Meena, Babli (now known as Suman) legal heirs of Late Shri Bishandass S/o Shri Tara Chand R/o House No. 04/35, Shivaji Nagar, Gurgaon vide a Sale Deed dated 21st Day of July, 2004 which is duly registered with the Sub Registrar of Assurances, Gurgaon as Document No. 8664 on 21st day of July, 2004.

AND WHEREAS the "OWNER " contemplates to develop the said land by constructing a **Commercial Complex** after obtaining the requisite license from the concerned authorities and getting the plans sanctioned / approved from the Competent Authority but is not fully equipped obtain the license and complete the work of development of the proposed Commercial Complex and has approached the DEVELOPER who are

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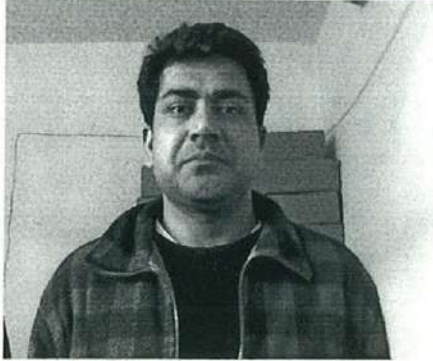
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Reg. Year

2010-2011

Book No.

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पेशकर्ता

Ishan Singh

पेशकर्ता

Ishan Singh

दावेदार

दावेदार

thru:- Jaspal Singh Chawla

J.S. Chawla

गवाह 1:- C.L. Arora

C.L. Arora

गवाह 2:- Parvinder Singh

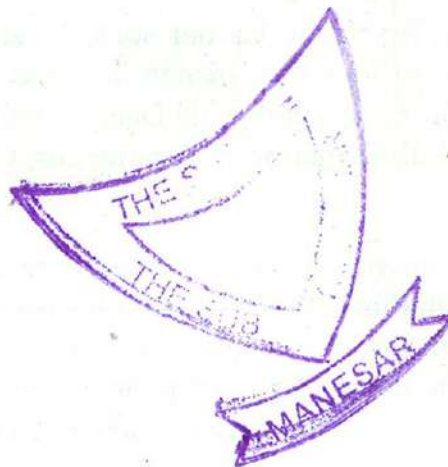
Parvinder Singh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,312 आज दिनांक 27/01/2011 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 28 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2 के पृष्ठ सख्या 1 से 2 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 27/01/2011

उप/संयुक्त पंजीयन अधिकारी
Manesar



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engaged in construction business and are well experienced in this line. That the DEVELOPER assures and undertakes the OWNER that they are in a position to obtain Licence(s) to execute the construction and marketing of a commercial complex and would like to collaborate with the OWNER for the execution and completion of the Said commercial complex on the Said Land.

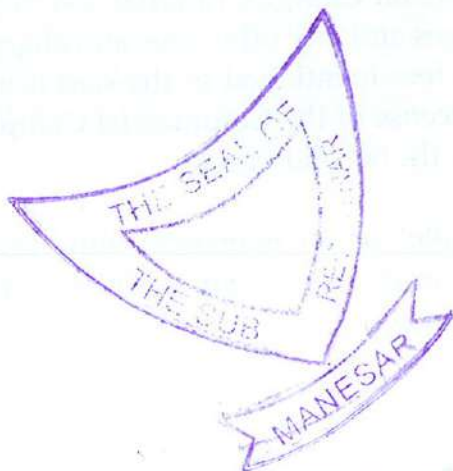
AND WHEREAS the First Party further represents that the said Land is free from all charges, encumbrances, litigations, prior agreements, court decrees, injunctions, stay orders, attachments, liens, mortgages, trusts, acquisitions, defects in title etc.

AND WHEREAS, the Second party has verified the title and completed the due diligence of the land to its absolute satisfaction and thereafter has agreed to go ahead with this agreement.

AND WHEREAS after negotiations and discussions, the parties have now agreed to collaborate to jointly apply for obtaining all necessary sanctions/approvals, licenses, permissions, no-objections etc. from the D. T. C. P or any other such Authority or the State Government, for sanction of a Commercial Complex on the said Land and thereafter develop, construct and complete the proposed Commercial Complex on the terms and conditions appearing hereunder.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED, DECLARED AND COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES AS UNDER:

1. That the subject matter of this Collaboration Agreement between the OWNER and the DEVELOPER is the said land Rect. No. 6, 11/5, 11/4, 11/3, 11/2, 12/2, 20, 21/1, 21/2, Rect No. 7- Kila No. 1/2, 1/1. Rect. No. 8, 5/2/2 total measuring 27 Kanal 3 Marlas or 16,425 sq. yards situated in Sector 78, Village Naurangpur, District Gurgaon as per the Gurgaon Manesar Masterplan 2021, and demarcated in the plan annexed hereto (hereinafter referred to as the "Said Land").
2. That all charges, fees, expenses to be paid/ deposited for obtaining necessary sanctions/approvals, licenses, permissions, no-objections etc. from the D. T. C. P or any other such Authority or the State Government, including External Development Security, License Fees, Conversion Charges, Internal Development Charges, Infrastructure Development Charges and any other fees and charges till the grant of license and payment of all the fees mentioned in the said license to be paid to the D. T. C. P. for obtaining the license of the Commercial Complex on the said land shall be paid and deposited by the Second Party.
3. The DEVELOPER shall alone be responsible for all expenses with regard to obtaining of license including any increase in or levy of any additional charges required to be deposited for obtaining of licence.



100-101, Tower 1, 10th Floor

4. The DEVELOPER / Second Party shall apply for the Grant of License along with requisite fees and charges to the DTCP, Haryana for the purpose of conversion from agricultural to commercial use of the said land within **10 (ten) days** of signing this agreement and that the First Party shall sign the necessary application(s), form(s), as and when required for the said purposes.
5. Security deposit - The DEVELOPER / Second Party shall pay to the OWNER/First Party a security deposit of Rs. 150,00,000/- (Rupees One crore fifty lakhs only) on signing of this Agreement. This has been paid in the manner listed below:

- 1) A sum of Rs. 1,00,00,000 (Rupees one crore only) as refundable / adjustable security deposit, via cheque no. 201443 dated August 21, 2008 drawn on Centurion Bank of Punjab Limited, New Delhi for Rs. 1,00,00,000/- (Rupees One Crore only) in favour of Ishan Singh.

This Amount of security deposit shall be Payable by the OWNER/First Party to the DEVELOPER / Second Party from the sales proceeds realized by the OWNER/First Party pertaining to area forming part of its allocation. It has been mutually agreed between the parties that OWNER/First Party shall pay 10% of all amounts received by him from prospective purchasers of the allocation of the OWNER/ First Party to the DEVELOPER / Second Party till such time the aforesaid security deposit is refunded in its entirety to the DEVELOPER / Second Party. In case the OWNER/First Party Proceeds not to alienate any part of its allocation in favour of any prospective purchaser, in that event the OWNER/First Party shall be bound to refund the entire interest free security deposit to the DEVELOPER / Second Party at the time of delivery of possession of duly constructed allocation of the OWNER/First Party.

- 2) A sum of Rs.50,00,000/- (Rupees fifty lakh Only) as non - refundable one time payment of Rs. 50,00,000/- (Rupees Fifty Lakh only) via Cheque no. 201444 dated August 21,2008 drawn on Centurion Bank of Punjab Limited, New Delhi for Rs. 50,00,000/- (Rupees Fifty Lakh only) in favour of Ishan Singh. This sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) shall be of non-refundable character.
6. That Upon receipt of LOI, the DEVELOPER / Second Party undertakes to comply with the stipulations of LOI in terms of payment of Conversion Charges & Bank Guarantees etc. as demanded by the relevant authorities within the time of period as stipulated by the terms of the LOI.
7. The DEVELOPER shall endeavor through their best efforts to get an LOI (Letter of Intent) from the relevant department of the Haryana Government confirming

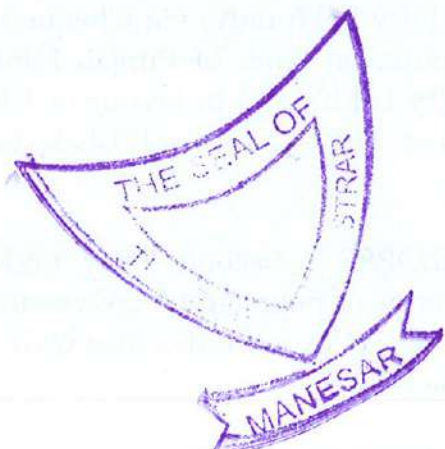
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For Spaze Towers Private Limited



Director



For: TOWERS Private Limited

Director

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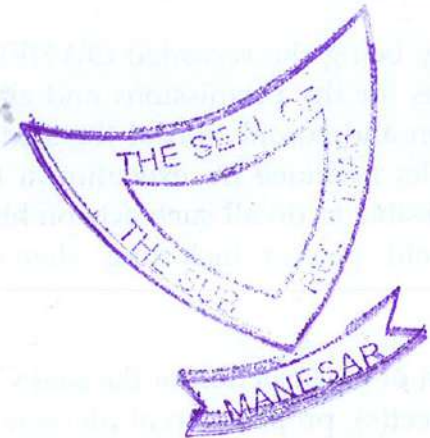
the conversion to commercial within 6 (six) months of the signing of the Agreement. If the LOI is not received within the period of six months due to the reasons beyond the control of the DEVELOPER, the period shall be extended with mutual consent for a maximum period of 12 months from the date of signing of this agreement at which time the agreement will stand cancelled unless, renewed on mutually agreed terms that may be arrived at between the parties.

8. If the application for conversion is rejected and this agreement stands cancelled, the DEVELOPER shall be entitled of all fees, security deposits and other charges of whatsoever nature deposited by the DEVELOPER with various statutory authorities as well as with the OWNER/First Party. The OWNER undertakes that within 10 days of the receipt of any such refund referred to herein above, he shall pass on the same to the DEVELOPER. In case of delay the DEVELOPER shall be entitled to interest @ 18% per annum.
9. That the parties estimate that a total of approximately 258,693.75 sq. ft. FSI will be sanctioned, and the same is based on 1.75 commercial FSI of 16,425 sq. yards. That the parties agree to share the total built/unbuilt areas of the proposed commercial Complex as under subject to the obligations of the DEVELOPER and the OWNER:

First Party (OWNER)	33% FSI along with 33% undivided Right of land underneath with 33% Right in all the common areas & Facilities.
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Second Party (DEVELOPER)	67%FSI along with 67% undivided Right of land underneath with 67% Rights in all the common areas & Facilities.
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10. On receipt of LOI/ License, the First Party being the recorded OWNER of the said land, will sign and file all applications for the permissions and approvals required for commencement of construction and completion of the said Project and shall empower the Second Party or its nominee by executing a General Power of Attorney as may be legally permissible to do all such acts on his behalf pertaining to the said Land and the said project including alienation of DEVELOPER's allocation.
11. That the entire amount required for the cost of construction of the said Complex including the charges and fees of the architect(s), preparation of plans as also all

The seal of the Supreme Court of the United States is visible in the upper left corner of the document. It features a shield with a scale of justice, a sword, and a laurel wreath, surrounded by the words "THE SEAL OF THE SUPREME COURT OF THE UNITED STATES".

MANESAR

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other statutory fees and charges incidentals including scrutiny fees, licenses fees, conversion charges, internal / external development charges, electricity and water security charges, any type of renewal charges, payable to the Government and / or other authority for the provision of peripheral or external services to the said Land/Complex, provision of fire-fighting equipment / arrangements and / or any other incidental charges, as may be prescribed by the concerned authority, shall be wholly to the amount of DEVELOPER. The Complex to be constructed by the DEVELOPER shall be of first class construction, specifications, as specified and detailed in Schedule-A, attached.

12. That the OWNER undertakes irrevocably to constitute the DEVELOPER and its Directors Mr. Vipin Sharma S/o Mr. Trilok Nath Bhanthora R/o C-25, Greater Kailash Enclave-I, New Delhi-110048 and Mr. Deepak Kumar S/o. Lt. Dharam Pal Kumar R/o C-275, Defence Colony, New Delhi-110024 as his attorney(s) by separate documents for submitting application to the various authorities, requisition licenses, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with development, construction and completion of the said Commercial Complex and for sale of DEVELOPER's Allocation in the Complex/Buildings(s) and for all purposes mentioned in the draft of Power of Attorney approved by the parties hereto till the duration and full implementation of the Agreement in all respects. However, the DEVELOPER undertake in its capacity as a DEVELOPER in terms of this Agreement and as irrevocable attorney for the OWNER not to do or cause to be done any act, omission or things which may in manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non performance or non observance of any such rules, regulations, law, or condition, the entire liability in that behalf shall incurred and discharged by the DEVELOPER and further more the DEVELOPER undertake to keep the OWNER harmless and indemnified against all claims and demands resulting from such non performance and non observance of rules, regulations and laws in terms of this clause.
13. That the DEVELOPER shall at the earliest possible time in consultation with the OWNER proceed to have suitable design, model and /or plans prepared for the proposed Commercial Complex and get them approved / sanctioned from the competent Authority(s). The DEVELOPER undertakes to engage and employ reputed architect or architects at its own cost, expenses and responsibilities.
14. That the building plans for the said Commercial Complex shall be in accordance and conformity with the zonal plans and rules and bye-laws of the Town & Country Planning Department, Haryana, and / or such other authority as may be prescribed therefore pertaining to the said land as may be enforced in the



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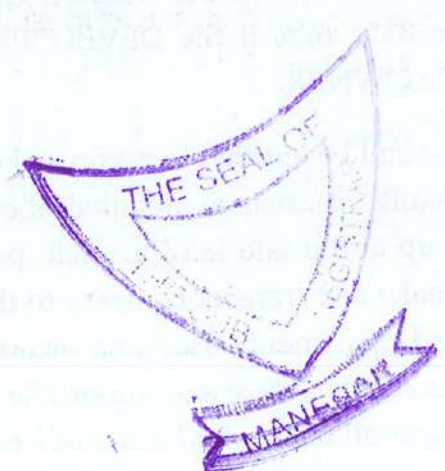
area. The said building for the said Complex shall be filed for permission to construct the maximum permissible area in the aforesaid land by the DEVELOPER. The First Party shall sign the necessary form (s), Documents(s), as and when required for the said purposes.

15. The DEVELOPER shall obey all Laws, Bye-laws, regulations, conditions of the Local and Municipal Authorities in respect of the Building constructed on the Plot and undertaken and not to infringe any of the rules, regulations and bye-laws pertaining to the building. In case of non-performance or non-observance of any such rules, regulations, conditions, bye-laws, then the entire liability arising on this account shall be incurred and discharged by the DEVELOPER, who shall keep the OWNER indemnified and harmless against all costs, damages, actions, claims, demands on this account.
16. That the DEVELOPER undertakes to file zoning plans for approval within 60 days of the Letter of Intent and shall start construction works immediately after receipt of the sanctioned building plans but not later than 30 days of the same as aforesaid and complete the construction of the building in all aspects within 36 months of sanction of building plans.
17. That if the non completion of the Complex is the result of earthquake, lighting or any order or notification of government which prevents the progress of the construction or by reason of non-availability of steel and / or cement or other building materials or dispute with construction agency or slow down, strike, lockout, civil commotion or by reason of war or enemy action or act of God or for reason beyond the control of DEVELOPER, the DEVELOPER shall be entitled to a reasonable extension of time for completing the said Complex. On happening of such eventuality, the DEVELOPER shall make a formal request for extension of time to the OWNER and get his approval/ sanction in writing thereto (which shall not be unreasonably withheld by the OWNER).
18. That the time for completion of the said Commercial Complex is the essence of this contract. If the DEVELOPER shall in any manner neglect or fail to carry on and complete the work of construction within the period of 36 months from the date of sanction of building plans or such extended period as may be mutually agreed, the DEVELOPER will pay a penalty at the rate of Rs. 5 lakhs a month to compensate the OWNER for loss in rental income subject to force majeure and reasons beyond the control of the DEVELOPER. The Building(s) will be treated as complete when it meets the specification as per Appendix A with complete structure, flooring external façade, elevators, electrical/ power back / ac functional services along with paint



and polish work and has received the completion certificate and NOC's from the relevant authorities.

19. That as provided in Clause 9_ above 33% (thirty three percent) of the entire covered and un-covered area of the said Complex with proportionate undivided, indivisible or impartible Ownership rights in the land underneath the said Complex as also in common areas and common facilities shall belong to and be owned by the OWNER (herein referred to as "OWNER'S ALLOCATION") and the remaining 67% (sixty seven percent) built/unbuilt/super built up areas of the said Complex together with proportionate undivided, indivisible or impartible Ownership rights in the land underneath the said Complex as also in common areas and common facilities (herein referred to as " DEVELOPER'S ALLOCATION') shall fall to the share of the DEVELOPER in consideration of the obligations undertaken by it under these presents and shall belong to and be owned by the DEVELOPER, on due fulfillment and observance or performance of all obligation of the said Commercial Complex by the DEVELOPER.
20. That both parties shall share the total built -up / super built up areas of the said Complex in the aforesaid proportion floor wise horizontally or block wise or as may be mutually agreed between the parties. The area allotted to each of parties shall be tentative marked in the plan when prepared and approved. The parties have agreed that any increase or decrease in the area allotted to any parties shall be suitably adjusted infer-se between the parties at the time of actual measurement on completion of the said Complex.
21. That in case at any later stage additional FAR is allowed by the concerned authorities, then the same shall be shared and owned (whether built or un-built) By the OWNER and the DEVELOPER in the ratio 50:50 it is its Far where both parties shall add to their own areas or in the ration 33% :67% if the DEVELOPER shall construct and hand over constructed area to the OWNER.
22. That parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective share of the built up areas as detailed above, any units or spaces in the said Complex to be put up at the said land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by The Town & Country Planning Department , Haryana or any other authority (s) concerned with matter. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.



23. That it is however understood and agreed that the DEVELOPER shall construct and complete portion belonging to the OWNER simultaneously with the DEVELOPER's portion in the proposed Commercial Complex.
24. That the DEVELOPER shall be entitled to raise the loan/take any financial assistance from the banks, financial institutions and other lenders by mortgaging or charging the DEVELOPER's Allocation in the project along with the land beneath it. The OWNER shall render full co-operation and assistance necessary for creating security including the execution of all documents as required by financial institutions, banks and other lenders for raising the loans against DEVELOPER's allocation only and the DEVELOPER shall be and responsibility of the OWNER:
25. That as and when the Complex is complete in all respect, the DEVELOPER shall handover to the OWNER the possession of the OWNER's Allocation of the said Complex prior to hand over to any third party.
26. That the OWNER covenants with the DEVELOPER that he shall supply and provide all documentary evidence as may be required to be submitted to The Town & Country Planning Department, Haryana and / or such other authority concerned with the matter and further that the OWNER shall also, within a week of receipt of any request from the DEVELOPER, sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Complex and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the OWNER, which will adversely affect his OWNERSHIP rights in the said land.
27. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law including Workmen Compensation Act, rules and regulations as are in force or introduce from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc, and /or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liabilities on this account shall fall on the OWNER. The DEVELOPER expressly agree to wholly absolve and keep indemnified the OWNER against any criminal, financial or other liability to each and any such case till the completion of the proposed Commercial Complex.



1. The Board of Directors of the Company has resolved to allot shares of the Company to the subscribers of the Prospectus in the following manner:-

2. The Board of Directors has resolved to allot shares of the Company to the subscribers of the Prospectus in the following manner:-

3. The Board of Directors has resolved to allot shares of the Company to the subscribers of the Prospectus in the following manner:-

4. The Board of Directors has resolved to allot shares of the Company to the subscribers of the Prospectus in the following manner:-



For: *Manesari Private Limited*
Director

[Handwritten signature]


28. That the DEVELOPER shall responsible all incidental expenses incurred during the construction of the project such as project management or other consulting fees, sales and marketing expenses.
29. That the DEVELOPER shall be entitled to require the DEVELOPER to rectify any defective work at DEVELOPER 's cost only if the defect is pointed out within 9 months of its occurrence including one rainy season.
30. That the said Commercial Complex shall be named by the DEVELOPER in consultation by with the OWNER. The decision of the DEVELOPER in this regard shall be final.
31. That if there be any claims , demand, tax litigation of any nature whatsoever against the OWNER, then it is a condition of this Agreement that the work of development and /or completion of the said Complex Building (s) and / or any matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchaser, be stopped, prevented , obstructed or delayed in any manner whatsoever except in the case of compliances of any court orders. It is agreed that such claims , outstanding demands, litigation and / or court decree shall only be met/ satisfied out of OWNER's share of the built up area of the Complex Building (S) and / or sale proceeds thereof. It is understood and agreed between the parties that such documents / Agreement of Assurances shall be given by the OWNER to the allottees.
32. Unless the DEVELOPER do or omit any act or deed which is contrary to this agreement or commit a breach of this agreement , the OWNER undertakes to execute all documents/ Agreement of assurances that may be necessary to be given and vouch safe to allottees of the covered and uncovered areas of the Complex Building(S) at the cost and expenses of the said allottees.
33. That OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Commercial Complex and /or booking and sale of DEVELOPER's share of built or unbuilt areas of the Complex Building(S).
34. That on execution of this Agreement the DEVELOPER shall be entitled to enter upon the said land, survey the same, prepare the layout and service plan and development scheme for submission to The Town & Country Planning Department , Haryana and /or such other authority (S) as may be concerned in the matter for



For Spaze Towers Private Limited



Director



change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development , construction and completion of the proposed Commercial Complex on the said land, to put -up its sign boards at the premises with a legends that the Complex Building(S)to be constructed as above is Commercial Complex wherein the public is free to book the areas/ spaces in conformity with the plans sanctioned by the competent authority and to have site office.

35. The OWNER , DEVELOPER and their respective assigness / transferees shall use their portions / allocations in accordance with all applicable Laws, Bye-Laws, Rules regulations of all Government , Municipal and local authorities.

36. The OWNER, DEVELOPER and their respective assignees/transferees shall pay the maintenance due on their share of the area.

37. The OWNER, DEVELOPER and their respective assignees/ transferees shall not encroach upon the common areas in the building not cause any hindrances in the use and enjoyment of the common facilities in the building. The parties hereto, or their respective assignees/ transferors shall not throw or accumulate dirt, refuse, garbage in or around the building or in the common areas of the Building. In case any encroachment , hindrances, littering is caused as aforesaid, the same may be removed at the risk and cost of the occupier who caused the same.

38. That this Agreement is not and shall not , however, be deemed construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.

39. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co- operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.

40. That the DEVELOPER shall execute and register the sale deed (S) or such other document(S) or instrument(S) in favor of the intending purchaser(S) of unit(S) / floor(S) / space(S) / car parking etc. in respect of the unit(S) , floor space(S) etc. agreed to be sold to different intending purchaser(S) by the DEVELOPER at the cost and expense of the said intending purchaser(S) and shall give the said intending

purchaser(S) title as may be permissible by present or future laws on the terms and conditions of this Agreement on the basis of General Power of Attorney executed by the OWNER in favour of the DEVELOPER.

However, notwithstanding the execution of General Power of Attorney referred to above, in case the DEVELOPER so desires, the OWNER or his representative shall sign and execute any document, Agreement and or Sale Deed within 10 days of 'DEVELOPER' request. The DEVELOPER shall have the right to accept the financial consideration from the intending buyers(S) for the DEVELOPER share in his own name without any claim or Objection from the OWNER. The Income tax or any other liability on the sale of the DEVELOPER's share in the Building will be entirely the liability of the DEVELOPER.

41. That the DEVELOPER shall have the exclusive right to do the marketing of the whole project in a manner as it deem fit.
42. That the DEVELOPER and OWNER reserve the right to sell / assign some/all portion of the proposed commercial complex. If the OWNER desires, the DEVELOPER can assist the OWNER in selling of some/all of the OWNERs share for which the OWNER will be liable to pay brokerage charges to the DEVELOPER. The DEVELOPER shall sell the OWNERs share simultaneously with the DEVELOPERS share.
43. That the OWNER and DEVELOPER shall be jointly responsible to maintain the said Complex through the Maintenance Agency appointed by the DEVELOPER in consultation with the OWNER/ allottees. The decision of the DEVELOPER in this regard shall be final.
44. The OWNER and builder will be entitled to all the re revenues generated from the signages around the project and / or the common area like lobby, roof, parking, and from any promotional activities etc. in their OWNERSHIP percentage 33:67.
45. That all transfer charges and records of transfer shall be received by DEVELOPER and land OWNER for their respective share in the building.
46. That the parties hereto have agreed and undertaken to pay their separate property tax and other liabilities, in proportion to their respective allocation, punctually and indemnify the other party(S) and said Property against any attachment, seizures or sale thereof.

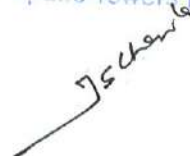




47. That this Agreement merges and supersedes all prior discussion and correspondence between the parties and entire Agreement between them. No changes or alteration to this Agreement shall be done without the written consent of the parties hereto.
48. That in pursuance of the due performance of the obligation and parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their heirs, successors, administrators, liquidators and assigns.
49. That the failure of either party to enforce at any time, or for any period of time the provision hereof shall not be construed to waiver of any provision or of the rights thereafter to enforce each and every provision.
50. That if the project is abandoned, neglected or otherwise fails due to breach of the contract and default on the part of the DEVELOPER, then the OWNER will not be bound to discharge any liability arising out of the same.
51. That the DEVELOPER under any circumstances shall not sell the entire FSI of his share or assign the rights under this agreement to a third person(S) without written permission of the OWNER.
52. All notices and other communications under this agreement shall made in writing and delivered either by hand or sent by registered mail at the notified address of the addressee shall be deemed to have been duly given and served upon on delivery or on the third day of putting the notice/ communication in course of transmission if sent by registered mail.
53. That no change, modification or alteration in this agreement shall be done without the written consent of the parties.
54. That if any provision of this Agreement is prohibited or determined to be void, illegal or unenforceable under application laws, such provision shall be deemed to be amended or deleted in so far as reasonable inconsistent with purpose of this agreement and to the extent necessary to conform to applicable laws and remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.
55. Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Parties. In the event of disputes, claim and /or differences not being amicably resolved such



For Space Towers Private Limited



Director



disputes shall be referred to a panel of three arbitrators. Each Party shall nominate one arbitrator and the two arbitrators nominated by each of the parties shall mutually and jointly nominate an umpire. The proceedings of the Arbitration & Conciliation Act, 1996 or any rules made there under, as amended from time to time. The venue of the arbitration shall be Gurgaon, India. The Gurgaon alone shall have jurisdiction in all matters arising out of, touching and /or concerning this transaction.

56. That all cost of Stamping and Engrossing and Registration of this Agreement shall be borne by the DEVELOPER.

57. That this Agreement has been prepared in Duplicate with Original Signatures /Thumb Impression of both the parties and attesting witnesses and one set has been kept by each party which is original. Two original copies of this AGREEMENT are being duly signed by both the parties and witnessed by two witnesses. Each copy shall be retained by each party.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HAND ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES: Drafted by me (45m 45s 20s)

In the presence of:

witness

3. Anand P Sashidella
508/3 Shiv Priya Gurgaon

(Ishan Singh)
OWNER

1.

PARVINDER SINGH
S/O S. ONKAR SINGH
WZ, 1050, Lane 05,
New Mahavir Nagar
New Delhi - 110 078

For Spaze Towers Pvt. Ltd.
For Spaze Towers Private Limited

(Jaspal Singh Chawla)
Director
DEVELOPER

2.

CL ARORA
Advocate

Distt. Courts, GURGAON

वसीका नं. 2312 अति बही नं. 1
जिल्द नं. 91 पृष्ठ नं. 30-32 पर
चाया किया गया बही नं. 1
जिल्द नं. 6 पृष्ठ नं. 70
दिनांक 27/1/11 को दर्ज रजिस्टर किया गया।

संयुक्त सब रजिस्ट्रार
मानेसर



Appendix -A

Civil Works

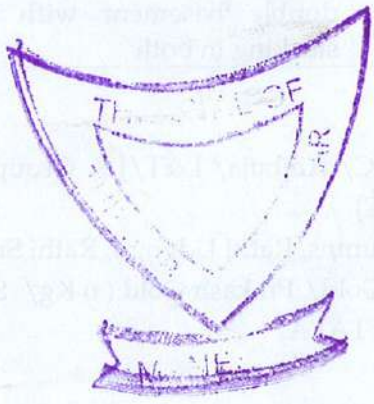
1	Architect	Firm with similar commercial project experience
2	Construction Firm	Reputable contractor with similar project experience
3	Elevation & design	Iconic building with heat reflective external glass Aluco bond/ stone façade with modern column pre stress concrete
4	Flooring in Staircase	Udaipur Green Stone + MS steel railing
5	Elevators	Mitsubishi/ Otis 20 people lifts. 4 passenger + one service lift per floor
6	Flooring in Toilets & Pantry.	Marble / Granite flooring
7	Cladding on Toilet Walls/ Pantry	Tiles till 6 feet level
8	Steel Consumption	Anticipated to be 6.5 + kg
9	Power & Electric	Provision for 100% power back up with redundant set+ night load/emergency DG set
10	Earthquake Proof/ Stability	Designed to Seismic zone 5 standards
11	Air Conditioning	Provision for central air conditioning
12	Green Building	At minimum silver level
13	Fire Fighting	With automatic sprinkler based system
14	Parking	As per guidelines with triple basement / double basement with provision for stacking in both

APPROVED - MAKES AND BRANDS

1. Cement Birla Group / ACC/ Ambuja/ L&T/J K Group (43 Mpa OPC/53 Mpa PPC)
2. Tor Steel Tata / Sail for Columns, Rathi Udyog / Rathi Super for slabs
3. PVC Pipe 150 mm: Kissan Gold/ Prakash Gold (6 Kg/ Sq cm)
4. GI pipe Jindal - B /BST/ TATA.
5. PVC Tank Sintex / Jindal.
6. Cement based Super Snocem / Acrocent Paint.
7. GI Fittings Unik
8. CPVC Pipe Astral/ Ajay

It may be noted that in the eventuality one or more of such brands/ makes mentioned above are not ordinarily procurable, a similar alternative on approval of the Architect may be used.

1	Foundation	Foundation	Foundation
2	Structure	Structure	Structure
3	Roofing	Roofing	Roofing
4	Electrical	Electrical	Electrical
5	Plumbing	Plumbing	Plumbing
6	Painting	Painting	Painting
7	Landscaping	Landscaping	Landscaping
8	Interior	Interior	Interior
9	Exterior	Exterior	Exterior
10	Final	Final	Final



It may be noted that in the foregoing one or more of such panels, notes or drawings are included in the body of the report, and the approval of the Committee is given to the report as a whole.

For the Towers Private Limited

Director

[Handwritten signature]