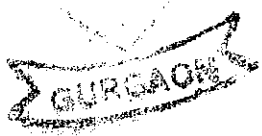


22148

A N Buildwell Pvt Ltd
AJAY PAL
Stamp Duty Rs. 100/-
Distt. Court Gurgaon

22158

AGREEMENT



Stamp Duty Rs. 100/-
Stamp No. 22148 dated 20.10.2011
Stamp Vendor : Sh. Ajay Pal, Gurgaon

This **COLLABORATION AGREEMENT** is made and executed at Gurgaon on this 2nd day of November, 2011

BY AND BETWEEN

M/s A N Buildwell Pvt Ltd a company incorporated under the Companies Act 1956 and having its registered office at 5 - D, Plaza M-6 , District Center Jasola , New Delhi - 110025 acting through its Authorised Signatory Devender Kumar Verma duly authorized by the Board of directors vide resolution dated 10.10.2011 (hereinafter referred to as owner, which expression shall unless repugnant to the context thereof mean and include its legal representatives, assigns and administrators)

AND

M/s. CSN Estates Private Limited a company incorporated under the Companies Act 1956 and having its corporate office at 128, G.F, Sector-44, Gurgaon-122003, Haryana acting through its Director, Mr. Prashant Sheoran duly authorized by the Board of directors vide resolution dated 01.10.2011(hereinafter referred to as Developer, which expression shall unless repugnant to the context thereof mean and include its legal representatives, assigns and administrators)

WHEREAS the owner has represented to the developer that they are the lawful owner in possession and otherwise well and sufficiently entitled to that entire piece and parcel of land, as mentioned in the 'Annexure-A' Total Area of 48 kanal 4 Marla situated in the Revenue Estate of Village Bajghera, Tehsil and District Gurgaon, as per Jamabandi for the year of 2004-2005 and Registration details as mentioned in "Annexure-A" hereinafter referred to as the "Said Land"

For C S N Estates Pvt. Ltd.

Director/Authorized Signatory

[Signature]

Authorized Signatory

प्रलेख नः 22158

दिनांक 02/11/2011

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

Drafted By: C.L.Arora Adv.

यह प्रलेख आज दिनांक 02/11/2011 दिन बुधवार समय 4:12:00PM बजे श्री/श्रीमती/कुमारी M/s. An Buildwell पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 5-D, Plaza M-6, District Center Jasola, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s. An Buildwell Pvt. Ltd. thru Devender Kumar (OTHER)

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

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

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

दिनांक 02/11/2011

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

AND WHEREAS the owner desires to develop the said land by setting up a Residential Group housing/thereon after obtaining the requisite license from the concerned authorities and after getting the plans sanctioned/approved from the competent authority.

AND WHEREAS the developer has reasonable expertise and considerable experience, being a well established business house, in developing such kinds of lands and setting up a Residential Group housing thereupon.

AND WHEREAS the owner is not fully equipped to execute and complete the work of development and construction of the proposed Residential Group housing, Which the owner proposes to build on its abovementioned site and as such the owner has requested and approached the developer, to develop Residential Group housing on the said land as the owner is confident and convinced that the Developer is in a position and has necessary experience and expertise in starting and completing the project thereof.

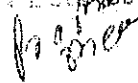
AND WHEREAS the developer has agreed to undertake the execution and completion of said Residential Group housing, on the said land on the terms and conditions appearing as under.

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

1. That the subject matter of this Deed of Collaboration between the Owner and the developer is the said land admeasuring **48 Kanal 4 Marla** or thereabout for utilizing the same for setting up Residential Group housing.
2. That the owner assures and declares that it is the absolute owner in possession of the "said land" and is entitled and fully competent to develop the said land in the Collaboration with the developer on the basis of title documents mentioned in Annexure 'A' and there are no other persons or claimants to the said land except the owner and the said land is neither under any HUF nor there are any minor's interests in the property. That the owners confirms that it is seized and possessed of said land and there are no tenants occupying the said land nor the said land has been given on lease to any person nor there is any bar or prohibition of their transferring the said land or part thereof from executing the present development agreement with the developer and the said land has not been notified under sections 4 and 6 of the Land Acquisition Act till date. The owner further confirms that it has not entered into any agreement or contract of whatsoever kind or nature with anybody regarding this property and no court or revenue proceedings are pending anywhere regarding this property.
3. That all rates, cesses and taxes due and all kinds of liabilities of whatsoever nature and payable in respect of the said land up to the handing over of the actual vacant physical possession of the said land to the developer shall be the exclusive liability of the owner.

That the owner has declared and represented to the developer that there are no religious or family disputes or any other encumbrance of any kind what-so-ever

P. S. N. Enterprises Pvt. Ltd.



Director Authorized Signatory
Page 2 of 7



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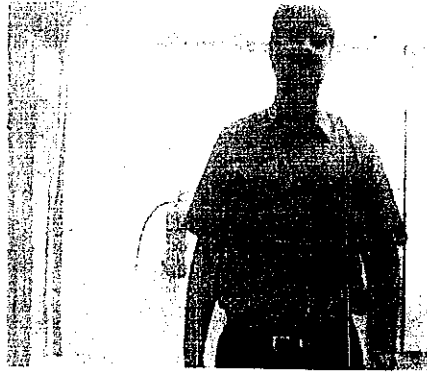
Reg. Year

Book No.

22.158

2011-2012

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पंचकर्ता



दावेदार



गवाह



उप / सयुक्त पंचायत अधिकारी

पंचकर्ता

Devender Kumar

दावेदार

Thru- Prashant Sheoran

गवाह

Vijay Kumar

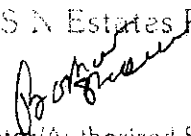
गवाह

C.L.Arora

relating to the said land and the said property is free from all encumbrances, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claims, decree, order notification and litigations. The owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this agreement in all respects and the developer has entered into this agreement relying/acting upon these representations of the owner with all rights.

5. That the owner covenants with the developer that it will supply and provide all documentary evidence as may be required to be submitted to the Director Town & Country Planning Haryana, Haryana Urban Development Authority and/or such other authority concerned with the matter and further that the owner shall, upon asking of the developer also sign and execute all such other documents, letters, deeds applications etc. as may be necessary for making application for LOI/Housing License, development, construction and completion of the said Residential Group housing, And for giving effect to the terms of this agreement.
6. That owner shall render to the developer all assistance necessary and sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including power of attorney (ies) as the developer may require in its name or in the name of its nominee for submission to the Municipal Committee, HUDA, DTCP and /or any other Government or statutory authority to enable them to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the obtaining of the building licenses and sanctioned plans and or to carry out any modification or amendment thereof for obtaining sanctioned plans, licenses, controlled building plans, material, and all permissions necessary therein if any, and also for providing electric installations, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this agreement and also empowering such attorney(s) to sell/allot/transfer/lease/ license/ or otherwise transfer their allotted areas of the developer's share and for all purposes mentioned in the power of attorney approved by the parties hereto till the duration and full implementation of the agreement in all respects. However, it is clearly understood by the parties that till the allocation of the owner is actually handed over to it, the developer/the attorney nominated by it shall not be entitled to enter into any transaction like agreement of sale, sale deed, lease deed, mortgage deed, license deed etc in respect of the allocation of the developer. The developer shall be entitled to obtain all permissions/licenses etc in its favour as per the requirement of law and statute as the case may be for all/any applicable licenses for development of said portion of land.
7. That owner will assist the developer to defend and otherwise respond to any proceeding that may be initiated by any person in regard to the said land which may be instituted at any time hereafter before any court or other authority and all costs in regard thereto shall be borne by the owner only.

For C S N Estates Pvt. Ltd.


Director/Authorized Signatory

8. That the owner shall be entitled to Farming in the premises existing on the aforesaid land till handing over of actual physical possession to the developer.
9. That the owner shall give access to the land for survey and for fulfilling the pre-requisites for obtaining letter of intent and license from the concerned and competent authority (ies).
10. That the developer undertakes to develop the said land at its own cost and expenses and with its own resources after procuring/obtaining the permissions, sanctions and approvals of all competent authorities and thereafter to develop the said land by setting up a Residential Group housing. The owner represents to the developer that developer has to apply for approvals for Residential Group housing license regarding this property. That the owner agrees, in accordance with the terms and conditions herein recorded, to place at the complete disposal of the developer, the said land and to authorize the developer for obtaining the requisite licenses, permission, sanctions and approvals for development, construction and completion of the proposed project on the said land. All expenses involved in and for obtaining commercial licenses, permissions or sanctions from the concerned authorities including Internal development charges, fees, levies, taxes etc shall be borne by the developer. However External Development Charges (EDC) and Infrastructure Development Charges (IDC) will be shared by both the parties in their respective share.
11. That the developer shall proceed to have suitable design, model and/or plans in consultation with the owner prepared for the proposed Residential Group housing and get them approved/sanctioned from the competent authorities. For this purpose the developer undertakes to engage and employ reputable architect at its own cost and expenses. The developer shall for and on behalf of and in the names of the owner apply to the Director, Town & Country Planning Haryana, Haryana Urban Development Authority and/or such other authorities as may be concerned in the matter, obtaining the requisite licenses, permissions, sanctions and approvals for the construction/development on the said land, the proposed Residential Group housing in accordance with the applicable Zonal Plans. However, the developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the developer desirable or necessary.
12. That the entire amount required for the cost of development of the said land now onwards including the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, Electricity and water security charges, any type of renewal charges, payable now or in future, to the Government or any other authority, for the provision of peripheral or external service of the said land, provision of air-conditioning facilities and fire-fighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly to the account of the developer.

For C S & Estates Pvt. Ltd.

Director Authorized Signatory

13. In consideration of the owner providing the "Said Land" to the developer, and the Developer raising the construction of the Project building under this agreement, the owner will be given a share of 50% (fifty percent) of buildup area available in respect of said land in form of flats / apartments. With each flat / apartment one covered car parking will be allotted free of cost. The owner will have its share of EWS, Commercial space and other benefits like school etc. as per the agreed ratios of share of build up area. Owner shall have the first right to refuse to buy remaining 50% (fifty percent) of the buildup area (i.e., the developer's share) at the rates equal to costs incurred by developer for developing owner's share as well as aforesaid developer's share of built up area.
14. The developer shall commence and complete the development of the said land by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the said land by setting up Residential Group housing. In accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work.
15. The developer shall complete the development over the "said land" within 42 months from the date of taking License of the said land from DTCP Haryana or such extended period as may be mutually agreed between the parties excepting as a result of earthquake, lightening or any order or notification or any action by Government or any Statutory Authority or Court's order which prevents the progress of the development or by reason of war or enemy action or act of God or for any reason beyond the control of the developer. In such case the developer shall be entitled to a reasonable extension of time for completing the development work and the developer shall apply for necessary certificate/completion certificate/partial completion certificate from the concerned authorities. Since considerable expenditure, efforts and expertise are involved in getting the land use changed, obtaining the license for the proposed Residential Group housing, it is pre requisite condition of this agreement that, the owner/or his nominee or his legal heirs or successor in interest will not cancel or back out from this agreement under any circumstances subject to fulfillment of its part of the collaboration agreement by the developer. In such eventuality the developer besides his other rights will be entitled to get the said agreement fulfilled through process of law at the cost and risk of the owner.
16. The Owner agree to execute an irrevocable power of attorney or any other required document to this effect in favour of the Developer or their nominees for this purpose i.e. LOI/Licence at the time of signing of this agreement.
18. The developer shall pay all costs, fees and other expenses of the architects and other technical experts, for 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 his agents or his nominees for the purpose of the said construction and the owner shall not be responsible or liable for such payment. The developer shall indemnify the

For C S N Estates Pvt. Ltd

Director (Finance & Administration)

owner against any claims arising out of and during the course of construction in regard thereto in respect of this collaboration agreement.

19. The developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the developer.
20. The owner shall not interfere with or obstruct in any manner with the possession of the developer over the said land, inter-alia in execution and completion of the work of development of the said Residential Group housing and/or booking/allotment/sale/lease license of developer that shall be based on calculation of super built up area subject to due performance of its part of the collaboration agreement by the developer.
21. It is clarified that the ownership in the said land shall continue to vest exclusively in the owner till the date of registration of sale deed or receiving of whole amount of above said land consideration whichever is earlier.
22. The developer shall rectify defects in the building or construction or in the material utilized or to be used, promptly as may be initiated to it in writing during the course of construction. In the event of any difference of opinion in this respect, the decision of the Architect of the project or the Developer will be final.
23. The developer shall be entitled to retain or let out or sell/allot/license/lease/assign/transfer their respective super built up areas. The developer shall be entitled to enter into any agreement with contractors to cause construction or otherwise sell/lease/License/rent/allot or to dispose of the developed area in any manner, to receive the payments and to execute the necessary documents in favour of such purchaser to which the owner would have no objection subject to due performance of its obligations under this collaboration agreement by the developer. The owner shall also join hands in executing the documents in favour of such purchaser and shall also do all other acts, deeds, letters and things which may be required to be done in order to confer legal and perfect title in favour of such purchaser/allottee and all receipt shall be issued for and on behalf of the owner and developer conclusively thereby binding both the parties for the transaction. In other words, it will be the legal duty and responsibility of owner to join hands in execution of documents with the developers as and when required to confer legal and perfect title in favour of such purchaser/allottees.
24. The maintenance service of the Residential Group housing, will always be vested with the developer and/or an agency appointed by it and the buyer's of owner share of built up area shall be responsible to pay all the charges, which are

For CSN Estates Pvt. Ltd.

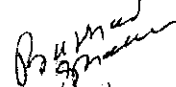
D. S. N. Estates Pvt. Ltd.

chargeable by the developer for the maintenance services and/or agreed to be paid to the said agency without any demur.

25. The owner shall simultaneously with the execution of this agreement, execute a General power of Attorney in favour of the developer and/or its agents, nominees of the developer to enable the developer to obtain necessary sanctions, permissions, approvals, connections, raw materials etc. The developer shall be entitled to lease, allot/create license qua its allocation only after handing over the owner's share to it.
26. The owner and the developer shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department in respect of Residential Group housing sought to be developed, which have been duly seen and examined by developer. The owner hereby gives a right to the developer to add some other areas also to this project subsequently if the need arises as per developer without any interference from and by the owner.
27. This agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No charges modifications or alterations to this agreement shall be done without consent of the parties hereto.
28. The owner shall not assign, transfer, charge or encumber in any manner this agreement or its/their rights and benefits under this agreement to any person without the prior written intimation to the developer.
29. 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.
30. In pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained this agreement shall not be revoked or cancelled during its validity period and till then shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
31. If any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
32. It is an integral and essential term of this agreement that the said Residential Group housing shall be named by the developer and owner with mutual consent.



Developer



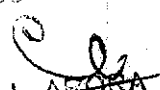
Director/Authorized Signatory

32. 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 out of their free will by persons. **Mr. Prashan Sheoran** has been duly authorized by the Board of Directors of the developer company to enter into the present agreement vide their resolutions respectively passed in their respective Board meetings.
34. That the developer shall comply with all rules, regulations, by-laws related to development and construction of Residential Group housing and would strictly ensure that no infringement is caused and the developer would be exclusively liable and responsible for all obligations arising there from.
35. In the event, the parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms of this agreement they shall record such terms in writing as addendum hereto and no such term shall be binding between the parties until and unless they are reduced in writing and signed by each of the parties herein.
36. All mutual notices shall be served upon the parties on their respective addresses given above by courier/registered mail.
37. Any dispute arising out of this agreement shall be settled through arbitration by arbitrators each to be appointed by the parties failing which by in accordance with the arbitration and conciliation Act, 1996. In the event there is a tie between the arbitrators then an empire shall be appointed by arbitrators to settle the dispute.

IN WITNESS WHEREOF, the parties have set their hands to this collaboration agreement on the date and place first mention above in the presence of the under-mentioned witnesses.

WITNESSES

1.


C. L. ARORA
Advocate
Distt. Courts, GURGAON

Noted at Sl. No. 3661
C. L. ARORA
Advocate
Distt. Courts, Gurgaon

OWNER

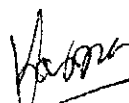

Authorized Signatory
M/s A N Buildwell Pvt Ltd

DEVELOPER

For C S N Estates Pvt. Ltd.


Authorized Signatory
M/s. CSN Estates Private Limited

2.


Vijay Kumar Sheoran
Prashan

"Annexure-A"

**Schedule of Land of M/s. A. N. Buildwell Private Limited situated at Village Baghera,
Sector 113, Gurgaon**

Row No.	Khata Khatoni No.	Musttil No.	Killa No.	Area (Kanal- Marla)	Total Area	Particulars of Registration with Sub- Registrar, Gurgaon
289/282	303	20	14/1	1-18	10 Kanal 19 Marla (= 1.368 Acres)	Sale deed registered at No. 4805 on 25.05.2011
329/323	344	20	8/4/2	1-14		
			13/1	7-7		
153/149	165	20	18/2	0-2	15 Kanal (= 1.875 Acres)	Sale deed registered at No. 14681 on 23.08.2011
			31	0-5		
175/11	347	20	9 min	0-18		
			11/2 min	0-1		
			12 min	5-19		
			19	7-15		
59/50	65	20	30	0-9	12 Kanal 9 Marla (= 1.55625 Acres)	Sale deed registered at No. 12425 on 03.08.2011
152/148	164	20	13/2	0-13		
			14/2	0-6		
150/324	345	20	17	3-18		
			18/1	7-3		
118/214	232	21	25/3 min	0-3	9 Kanal 16 Marla (= 1.225 Acres)	Sale deed registered at No. 14683 on 23.08.2011
		20	21/1 min	4-7		
325/369	390	20	20/2 min	0-7		
			22/1	4-4		
			23/1/1	0-15		
Total				48 Kanal 4 Marla		

[Signature]
Director/Authorized Signatory

