



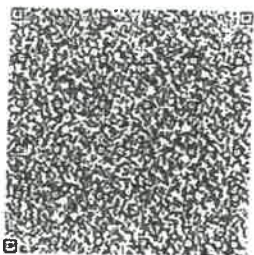
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

**Certificate No.** : IN-DL57315235763585K  
**Certificate Issued Date** : 18-Dec-2012 03:20 PM  
**Account Reference** : IMPACC (PFY) dl763913/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL76391314198621399342K  
**Purchased by** : LOTUS INFRAESTATES PVT LTD  
**Description of Document** : Article 5 General Agreement  
**Property Description** : NA  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : LOTUS INFRAESTATES PVT LTD  
**Second Party** : NA  
**Stamp Duty Paid By** : LOTUS INFRAESTATES PVT LTD  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)



.....Please write or type below this line.....

#### COLLABORATION AGREEMENT

This Collaboration Agreement has been entered and executed at New Delhi on the 10<sup>th</sup> day of January , 2013

Authorised Signatory

Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

Authorised Signatory

For AMD Estates Pvt. Ltd.

Authorised Signatory

#### Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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प्रलेख नः 2243

दिनांक 08/03/2013

## डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/मब-तहसील धारुहेडा

गांव/शहर Maheswari

भवन का विवरण

भूमि का विवरण

धन संबंधी विवरण

राशि 1.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये

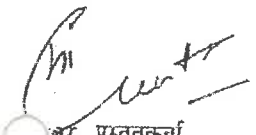
रजिस्ट्रेशन फीस की राशि 100.00 रुपये


पेस्टिंग शुल्क 3.00 रुपये

Drafted By: Self

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 08/03/2013 दिन शुक्रवार समय 11:11:00AM बजे श्री/श्रीमती/कुमारी M/s REX Builders  
द्वारा/द्वारा/द्वारा श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


 अत्र प्रस्तुतकर्ता

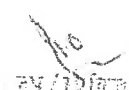
  
 उप/सहायक पंजीकरण अधिकारी  
 धारुहेडा

श्री M/s REX Builders Pvt.Ltd. thru Through M.L.Mehra(OTHER)

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी Through Katar Singh दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों  
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर 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 हंसियर सिंह नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी महेश्वरी  
व श्री/श्रीमती/कुमारी अत्तर सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी शिवप्रसाद निवासी जंतावास ने की।  
साक्षी नः 1 को हम नम्बरदार/अधिकारता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 08/03/2013

  
 उप/सहायक पंजीकरण अधिकारी  
 धारुहेडा

## BETWEEN

(1) M/s REX BUILDERS PRIVATE LIMITED, a company registered under the Companies Act, 1956 having registered office at 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. Madan Lal Mehta S/o Late Sh. P.D. Mehta R/o 915, Sector-12, Sonapat, Haryana duly authorized vide board resolution of the Company dated 03.01.2013 (2) M/s PISCES MERCHANDISE PRIVATE LIMITED, a company registered under the Companies Act, 1956 having registered office at 25/2, New Sabzi Mandi, Ballabgarh, Faridabad, Haryana through its Authorised Signatory Mr. Madan Lal Mehta S/o Late Sh. P.D. Mehta R/o 915, Sector-12, Sonapat, Haryana duly authorized vide board resolution of the Company dated 03.01.2013 (hereinafter collectively described as 'the Owners') which expression shall unless repugnant to opposed to the context of meaning thereof to be being to include its legal successors, representatives, executors, administrator and assigns) and the party of the FIRST PART.

## AND

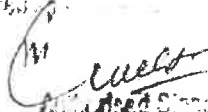
M/S LOTUS INFRAESTATES (P) LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at 1004-1006, 10<sup>th</sup> Floor, Mercantile House, 15, Kasturba Gandhi Marg, New Delhi - 110001, through its Authorised Signatory Mr. Kartar Singh S/o Shri Hoshiar Singh R/o Village and Post office- Nautana, Distt- Mahender garh, Haryana duly authorized vide board resolution of the Company dated 05.01.2013 (hereinafter collectively referred to as a "Developer") which expression shall unless repugnant to opposed to the context of meaning thereof to be being to include its legal successors, representatives, executors, administrator and assigns) and the party of the SECOND PART.

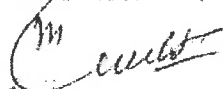
## AND

M/s AMD ESTATES PRIVATE LIMITED, a company registered under the Companies Act, 1956 having registered office at Office 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi -110001 through its Authorised Signatory Mr. Madan Lal Mehta S/o Late Sh. P.D. Mehta R/o 915, Sector-12, Sonapat, Haryana duly authorized vide board resolution of the Company dated 05.01.2013 (hereinafter described as 'the Co -Developer') which expression shall unless repugnant to opposed to the contest of meaning thereof to be being to include its legal successors, representatives, executors, administrator and assigns and the party of the of THIRD PART.


The Owners, Developer and Co-Developer are collectively referred to as the parties and individually as the party.

WHEREAS the First Party between themselves own and hold agricultural land admeasuring 2 acre as per annexure attached, situated in Village Maheshwari, Sub-Tehsil -Dharuhera, Dist-Rewari, Haryana (hereinafter referred to as the "said Land") purchased vide various Sale Deeds. The details of the said Land are mentioned in the annexure attached herewith as Schedule A. The First Party and Third Party have represented to the Second Party that the said Land is free from any charge, lien, litigation, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, joint venture or other encumbrance of any kind whatsoever.

For REX BUILDERS PVT. LTD.  
  
 Authorised Signatory

For REX BUILDERS PVT. LTD.  
  
 Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.  
  
 Authorised Signatory

For AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

**AND WHEREAS** the owners contemplate to develop the said land admeasuring 2 acre of aforesaid land by developing a Residential Colony (hereinafter referred the 'Project') thereon after getting the plans sanctioned/approved from the competent authority.

**AND WHEREAS** owners are not fully equipped to execute and complete the work of development and construction of the proposed Project, and have requested to the Co-Developer to find out/arrange a Developer that is confident, capable and is in a position to obtain permission for change of land use/obtain license etc., to collaborate with him for the development and completion of the Residential Colony on the said land.

**AND WHEREAS** the Second Party is a developer of repute having requisite experience, expertise, manpower and resources in real estate development, constructions and group housing projects.

**AND WHEREAS** the Second Party has approached the First Party through Third Party with the proposal to develop an "Residential Colony" on the said Land comprising of developed plots, Villas, Row Houses, Commercial, Facilities and Services (hereinafter referred to as "said Project") as per the licenses to be obtained, from the competent authorities under the Government of Haryana to which the First Party has agreed.

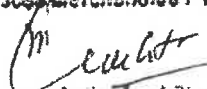
**AND WHEREAS** both the parties have mutually decided and are now desirous of collaborating with each other to execute and complete the work of development of the said Project on the said Land on the mutually discussed and agreed terms and conditions as mentioned hereunder.

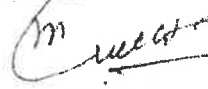
**AND WHEREAS** it has been requested by the party of the Second Part to appoint an Co-Developer to collectively represent the owners for the administrative convenience and to take care of all the financial arrangement between them. Party of the First Part have agreed and have hereby appointed M/s AMD Estates Private Limited as their collective representative to deal with the developers at every stage till the final performance of this agreement. It has been further decided that the party of the First Part will directly sign all the documents and directly represent or authorize developer to represent on their behalf wherever necessary before various authorities for obtaining license and to obtain other permission/sanction that may be necessary during the process of development of the Project.

**AND WHEREAS** in the mean while, the Second Party has demanded and the First Party has answered all requisitions raised by the Second Party regarding the title and nature of title of the First Party in the said land and the Second Party has satisfied itself and has carried out inspection of all title documents pertaining to the said Land.

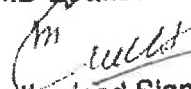
**NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

- (1) That the subject matter of this Collaboration Agreement between the First Party and the Second Party is admeasuring 2 acre, situated in Village Maheshwari, Sub-Tehsil -Dharuhara, Dist-Rewari, Haryana for purposes of development of the said Project on Collaboration basis and sharing revenue of developed plots and FSI under the said Project in the ratio as provided hereinafter in this Agreement.

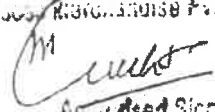
For Lotus Infraestates Pvt. Ltd.  
  
 Authorised Signatory

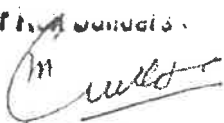
For AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.  
  
 Authorised Signatory

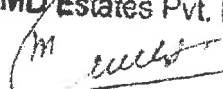
For AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

- (2) The Second Party has already paid a sum of Rs.1,00,000/- (Rupees One Lac only) vide cheque No. 208888 dated 20/04/2012 drawn on IDBI Bank, New Friends Colony, New Delhi to the Third Party as interest free refundable security deposit on signing of this agreement, the receipt whereof the Third Party hereby admits and acknowledges.
- (3) That all applications for License/CLU/sanctions/approvals, etc., as aforesaid, would be made jointly in the name of the First Party & Second Party and further renewals/approvals shall also be followed in the similar fashion by the Second Party or its representatives with the concerned regulatory authorities under the State of Haryana. This is to hereby understood and agreed by First and Second Party that all the fees in respect of obtaining license from DTCP Haryana will be borne by the First Party and would be arranged by the Third party to Second Party.
- (4) That the Second Party undertakes to develop the said Project on the said Land at its own cost and expenses. It is agreed that the Second Party shall carry out the development as per the conditions on which the licenses will be granted by the DTCP and further as per the applicable laws in this regard. It is further agreed between the Parties that any other renewal permissions, approvals, sanctions or clearances etc. are required for the development of the said Land under said Project in the manner and within the time period specified, shall be obtained by the Second Party at its cost & expenses.
- (5) That the First Party agrees to give General Power of Attorney to the Second Party and/or its nominee authorizing the Second Party and its nominated representatives to sign, submit and follow up all applications, forms, affidavits, undertakings, guarantees etc., whatever may be required now onwards in respect of License/CLU, water, sewerage and electricity connections or any other facility or amenity for and in connection with the development of the said Land. It is also agreed that the First Party shall also sign and execute all such papers, documents, letters, affidavits, undertakings etc., as may be required for purposes of applying/amendment/renewal of the License etc., for development of the said Land.
- (6) The First Party shall execute and sign Power of Attorney in favour of the Second Party to enable the Second Party to sign Agreement for sale/Agreement for Lease/Buyer's Agreement in favour of prospective buyers/tenants/Licensees. It is agreed that all such sales and bookings etc. shall be executed by the Second Party.
- (7) That it is agreed that First Party shall provide to the Second Party copies of all the applications, affidavits, undertakings, etc., if any, filed by the First Party with the concerned regulatory authorities for approvals, sanctions, clearances or No objections, etc. for and in connection with the development of said Project on the said Land for purposes of record of the Second Party.
- (8) That the Second Party agrees and undertakes to develop the said Project on the said Land, as agreed herein, with its own finances, funds, resources, manpower, etc., according to the drawing, plans and designs, to be prepared by the recognized Planners and Architects and approved and

For First Party/AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

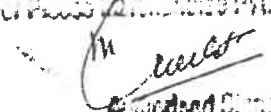
For Second Party  
  
 Authorised Signatory

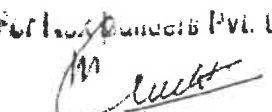
For LOTUS INFRAESTATES PVT. LTD.  
  
 Authorised Signatory

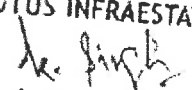
For AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

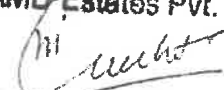
sanctioned by the Director, Town & Country Planning, Haryana. Further, the Second Party shall prepare the layout/ designs in consultation with the Third Party.

- (9) That the cost of development of the said Project on the said Land including all civil works, drinking water supply, sanitation, plumbing work, electrical installations, open air parking, basement parking, landscape, boundary wall, gates and/or other requirements, provisions etc. shall be borne and met by the Second Party exclusively.
- (10) That the Second Party shall, subject to FORCE MAJEURE circumstances, complete the development of the said Land within a period of 36 (Thirty Six) months from the date of zoning of Land. If, however, for any reason Second Party is unable to complete the development of within the said period of 36 (Thirty Six) months as stipulated hereinabove, the time period for development of said Land shall be extended by a period of six months. Provided that if the development is not completed even within this extended time, despite there existing no Force Majeure circumstances, then in such event, the Second Party shall pay compensation to the First Party @Rs.5,00,000/- (Rupees Five lacs only) for every month of delay. However, if the delay continues beyond six months after the expiry of the extended time period, the First Party shall have the right but not an obligation either to terminate this agreement or to complete the unfinished work of development of the said Project on the said Land at the cost and expenses of the Second Party and recover the same out of the Second Party's share in the sale proceeds of the developed saleable areas in the said Project. Further, in such event the share of the Second Party as defined in this agreement shall stand be reduced proportionately.
- (11) All government charges till the stage of obtaining license including license fees, conversion charges, scrutiny fee etc. whether paid or to be paid shall be borne by the First Party. All bank guarantees shall be submitted by First Party and charges thereof including renewal charges shall be borne by the First Party. However all the financial obligation on the part of First Party will be met by the Third Party and Second Party will contact the Third party in all these matters.
- (12) That the Second Party undertakes to pay the entire external development charges, Infrastructure development charges or any other charge of such nature including interest or penalty, if any, payable to the Town and Country Planning Department, Haryana or any other concerned department or authority in respect of Infrastructure and External Development charges.
- (13) That the Second Party shall carry out development of the said Project contemplated herein on the said Land strictly in accordance with the Zoning Plans approvals by the concerned regulatory authorities and as per the byelaws, rules, regulations, guidelines applicable to the area in general.
- (14) That the second party shall be entitled to engage architects, engineers, consultants and workmen for planning, development and selling & marketing of the said project in consultation with the Third party and all their emoluments. Fees, charges shall be borne and paid by the second party. The Second Party shall be responsible for observance / compliance of all the rules and regulations governing employment of such workmen and payment of their wages and/ or dues.

For Lotus Infraestates Pvt. Ltd.  
  
 Authorised Signatory

For AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.  
  
 Authorised Signatory

For AMD Estates Pvt. Ltd.  
  
 Authorised Signatory

- (15) That it is agreed between the Parties hereto that the revenue realized from sale of the developed, saleable area shall be shared between the Parties in following ratio;

FIRST PARTY & THIRD PARTY (OWNER & CO-DEVELOPERS)	70% (Seventy percent) of the total revenue (net of brokerage) pertaining to land portion from developed & saleable areas
SECOND PARTY (DEVELOPER)	30% (Thirty percent) of the total revenue (net of brokerage) pertaining to land portion from developed & saleable areas

For avoidance of doubt, it is clarified that the developed saleable area shall mean and include developed plots and all other areas like schools, club, commercial area for amenities and services etc., and the sharing ratio shall be applicable for all the above saleable areas however restricted to the land rights only, in the proportion mentioned above. A specimen working is enclosed as Schedule B

However, if both the parties mutually agree to construct and sell the developed saleable area which shall mean and include developed plots and all other areas like schools, clubs, commercial area for amenities and services etc. Therein then sharing ratio of revenue realized shall be mutually decided by the both parties.

- (16) That the party of the Second Part will open a bank account namely Lotus Infraestates Pvt. Ltd. – Green City, Dharuhera both at New Delhi and Dharuhera with any of the Scheduled bank with representation of both the parties and it would be jointly operated by the representatives of both the parties. In this account the complete funds received by the party of the Second Part from the customers would be deposited and the funds in agreed proportion belonging to the party of the First Part would get transferred at predetermined intervals to the Third Party in their separate bank account held in the sole name of the Third Party.

- (17) The sale and marketing of the developed and saleable area under the project shall be undertaken by the Second Party in consultation with the Third Party. The decision regarding fixing of launching of the Project, pricing, no of units to be put up for sale, planning of the project shall be taken by the Second Party in consultation with the Third Party.

It is further agreed and understood between the parties that the advertisement and marketing cost shall be borne and paid by the second party.

- (18) The Second Party and Third Party of this agreement will reconcile their accounts on monthly basis in respect of transfer of funds in agreed proportions. The Second Party shall provide to the Third Party periodically, at the interval of 15 days, sale report in a prescribed agreed format.

- (19) The Second Party may in consultation with the Third Party shall be entitled to obtain any amendment and/or renewal in sanction/approval of layout plan, building plan, completion certificate etc. as required under law for the development construction, compounding and completion of Residential Plotted Colony and to submit all undertakings, agreements, affidavits,

*M. [Signature]*  
 For Lotus Infraestates Pvt. Ltd.

For AMD Estates Pvt. Ltd.  
*M. [Signature]*

For LOTUS INFRAESTATES PVT. LTD.  
*[Signature]*  
 Authorised Signatory/~~Signature~~

For AMD Estates Pvt. Ltd.  
*[Signature]*  
 Authorised Signatory

declarations, applications, bonds etc. for this purpose. The Second Party on the basis of this Agreement shall be entitled to sign, verify, file, submit and furnish all applications and documents before various authorities in Dharuhera and Chandigarh such like Haryana Urban Development Authority, Director, Town and Country Planning, Haryana, Dakshin Haryana Bijli Vitran Nigam Ltd., Municipal authorities etc.

- (20) The Second Party shall keep the First Party harmless and indemnified against any claim, action, demand, liability, civil or criminal arising out of any act of omission and/or commission of the Second Party in execution and implementation of development and construction of the said Project on the said land including but not limited to breach of any provision/ obligation under the Workmen Compensation Act, 1923, the Employees Provident Fund Act, 1952 and/or the Contract Labour (Abolition & Regulation) Act, 1970 and shall also be liable to reimburse to the First Part any damages, fees, costs and expenses (including attorney's fees and expenses) incurred in consequence thereto.
- (21) Second Party may at its own costs obtain necessary insurance policies with respect to structure(s), men, machine, material, fixture or fittings for the said project. First Party shall have no right or claim under such policy.
- (22) It is agreed between the parties hereto that the Second Party performing all its obligations and responsibilities herein stipulated, possession of the said Land delivered/handed over to the Second Party for the purpose of the aforementioned development of the said Project shall not be disturbed nor any interference will be caused by the First Party/Third Party and/or any one claiming under them or in trust. It is clarified that the ownership in the said Land shall continue to vest exclusively in the First Party; and Second Party shall not claim any title in the said land or any part thereof before successful completion of the said Project as provided herein.
- (23) That no changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
- (24) That the parties hereto 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 written consent of the other parties.
- (25) That this Agreement is not and shall not, however, be deemed to be construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other.
- (26) Parties of this agreement shall separately and independently deal with their Income Tax matter at their respective risks and costs. However the parties shall co-operate with each other in case need for such co-operation arises.

*[Handwritten signature]*  
Authorised Signatory

*[Handwritten signature]*  
Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.  
*[Handwritten signature]*  
Authorised Signatory

For AMD Estates Pvt. Ltd.  
*[Handwritten signature]*  
Authorised Signatory



- (27) That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably in 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.
- (28) All communications/notices between the parties sent through Registered Post A/D or against receipt by hand at the addresses of the parties given above shall be deemed to be proper notice/communication. It has been clearly understood and agreed by the First Party that all the communication with them would be made through Third Party only and the correspondence/communication send to Third party will be treated as serviced/sent to the First Party.
- (29) All the parties hereto agree and undertake to sign and execute all such further deeds, documents and writings as may be required to give full effect to this agreement. This agreement shall be deemed to have been acted upon by parties hereto, with effect from the date of execution of this agreement.
- (30) That this Collaboration Agreement is being executed in duplicate. Each copy hereof shall be treated as original and one copy each shall be retained by First/Third Party and Second party hereto.
- (31) That all disputes and differences, arising out of or in connection with this Agreement shall be attempted to be resolved mutually through negotiations between the Parties failing which the same shall be referred to and decided by three Arbitrators, one to be appointed by each Party and the Presiding Arbitrator to be nominated by the said two Arbitrators. The decision of the Arbitrators shall be final and binding on the Parties. The provisions of Arbitration & Conciliation Act, 1996 or statutory modifications made there under shall be applicable to such arbitration proceedings. The venue of arbitration shall be at New Delhi or such other place as the Arbitral Tribunal may decide.

IN FAITH AND TESTIMONY, the parties have set their hands to this Collaboration Agreement on the date, month year and place first mentioned above in the presence of following witnesses.

SIGNED AND DELIVERED BY WITHIN NAMED FIRST PARTY

1. M/s REX BUILDERS PRIVATE LIMITED  
Through its authorized signatory  
Mr. Madan Lal Mehta

For M/s REX BUILDERS PRIVATE LIMITED

*M Madan Lal Mehta*  
M Madan Lal Mehta

2. M/s PISCES MERCHANDISE PRIVATE LIMITED  
Through Its authorized signatory  
Mr. Madan Lal Mehta

*For PISCES...*  
*M Madan Lal Mehta*  
Authorized Signatory

SIGNED AND DELIVERED BY WITHIN NAMED SECOND PARTY  
M/s LOTUS INFRAESTATES PRIVATE LIMITED  
Through Its authorized signatory  
Mr. Kartar Singh

For LOTUS INFRAESTATES PVT. LTD.

*K Singh*  
Authorised Signatory

SIGNED AND DELIVERED BY WITHIN NAMED THIRD PARTY  
M/s AMD ESTATES PRIVATE LIMITED  
Through Its authorized signatory  
Mr. Madan Lal Mehta

For AMD Estates Pvt. Ltd.

*M Madan Lal Mehta*  
Authorised Signatory

WITNESSES

1. *होशियार सिंह*  
होशियार सिंह नम्बरदार  
ग्राम महेश्वरी रेवाड़ी
2. *अहलादेव*

Reg. No. 2,243      Reg. Year 2012-2013      Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता	Through M.L.Mehta		
दावेदार	Through Kartar Singh		
गवाह	होशियार सिंह नम्बरदार		
गवाह	अतर सिंह		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,243 आज दिनांक 08/03/2013 को वही नः 1 जिल्द नः 41 के ख नः 163 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 1 जिल्द नः 1,260 के ख सख्या 39 से 41 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दरतावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा भेरे सामने किये है ।

दिनांक 08/03/2013

डाय/सिंह/पंजीकृत/आदि/का/...  
 प्रमाणितः

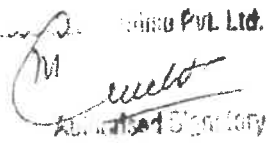
**SCHEDULE A**  
**Forming part of Collaboration Agreement**

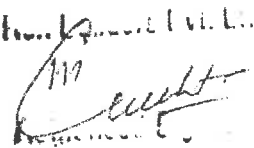
**1 M/S REX BUILDERS PVT LTD**

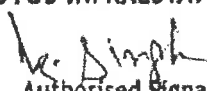
Village	Khewat No	Rectangle NO	kila no	AREA		Share	Share Area		
				Kanal	Marle		KANAL	MARLA	
MAHESHWARI	176	11	8	8	0	134/160	6	14	
	179	11	13	8	0	155/160	7	15	
			<b>TOTAL</b>	<b>16</b>	<b>0</b>		<b>14</b>	<b>9</b>	<b>1.80625 ACRE</b>


**2. M/S PISCES MAERCHANDISE PVT. LTD**

MAHESHWARI	179	11	13	8	0	11/320	0	5.5	
	176		8	8	0	26/160	1	6	
			<b>TOTAL</b>	<b>16</b>	<b>0</b>		<b>1</b>	<b>11.5</b>	<b>0.1968 ACRE</b>
			<b>TOTAL</b>				<b>16</b>	<b>0</b>	<b>2 ACRE</b>

For M/S REX BUILDERS PVT. LTD.  
  
 Authorized Signatory

For M/S PISCES MAERCHANDISE PVT. LTD.  
  
 Authorized Signatory

For LOTUS INFRAESTATES PVT. LTD.  
  
 Authorized Signatory

For AMD Estates Pvt. Ltd.  
  
 Authorized Signatory

**SCHEDULE B**  
**Forming part of Collaboration Agreement**

**Sample Exhibit for Distribution of various revenues**

**A. In respect of Plots :**

S.No.	Particulars	Rate (Net of Brokerage wherever applicable)	Amount (In Rs.)	Sharing Ratio (%) FP : SP	Sharing Amount (in Rs.)	
					First Party/Third Party (FP/TP)	Second Party (SP)
1	Area of Salable Plot = 100 Sq. Yds. (Basic Sales Price)	15000/- per Sq. Yd.	15,00,000/-	70 : 30	10,50,000/-	4,50,000/-
2	Preferential Location Charges (PLC) @ 10% of Basic Sales Price	1500/- per Sq. Yd.	1,50,000/-	70 : 30	1,05,000/-	45,000/-
3	External Development Charges (100% to Second Party)	1000/- per Sq. Yd	1,00,000/-	0 : 100	Nil	1,00,000/-
4	Infrastructure Development Charges (100% to Second Party)	500/- per Sq. Yd	50,000/-	0 : 100	Nil	50,000/-
5.	Club Membership Charge	Lumpsum	1,00,000/-	70 : 30	70,000/-	30,000/-
6.	Sewerage/Electricity connection Charges	Lumpsum	50,000/-			50,000/-

EDC & IDC to be paid by the party of the Second Part and collected from the customers by the Second Party to the tune of EDC & IDC as claimed by the DT&CP. Any collection of EDC & IDC over and above, paid amount shall be disclosed by the second party to the First Party/Third Party and share it in revenue sharing ratio i.e. 70:30 between the First Party/Third Party and Second Party.

*[Signature]*  
Authorised Signatory

*[Signature]*  
Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

*[Signature]*  
Authorised Signatory

For AMD Estates Pvt. Ltd.

*[Signature]*  
Authorised Signatory

# AMD ESTATES PRIVATE LIMITED

Regd. Office 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi -110001

## EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 23<sup>RD</sup> February, 2012 (AT 4.00 P.M. AT REGISTERED OFFICE OF THE COMPANY)

"RESOLVED THAT Shri M.C.Krishna Kumar son of Shri M.C. Namboothiripad, resident of 99-B, Pocket A-3, Mayur Vihar Phase-3, Delhi-110096 representative of the company be and is hereby authorized to negotiate and enter into collaboration with M/s REX Builders (P) Ltd., Image Promoters Pvt. Ltd. & EPIC Developers Pvt. Ltd. and for presenting the same for registration with the concerned authorities with respect to land measuring 37.305 Acres situated at village Maheshwari and Garhi Alwalpur, Sub-Tehsil Dharuhera, Tehsil & District Rewari, Haryana. Mr. M.C.Krishna Kumar is also authorized to execute collaboration agreement, to present the same for registration with the concern authorities, apply for Change of Land use (CLU) and to sign & execute applications, undertakings, MOU's, agreements, deeds, writings, documents, to pay fees/charges or any other amount in relation to the same and to do all that is necessary for the same, for and on behalf of the company".

**Certified True Copy  
FOR AMD ESTATES (P) LTD.**

  
**(Director)**


# REX BUILDERS PRIVATE LIMITED

Regd. Office 515, Tostoy House, Tolstoy Marg, Connaught Place, New Delhi -110001

## EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 23<sup>RD</sup> February, 2012 AT 1.00 P.M. AT REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT Shri Madan Lal Mehta son of Late Shri P.D.Mehta, resident of 915, Sector-12, Sonapat, representative of the company be and is hereby authorized to negotiate and enter into collaboration with M/s AMD Estates (P) Ltd. for setting up a residential colony on company's land measuring 16.743 Acres situated at village Maheshwari and Garhi Alwalpur, Sub-Tehsil Dharuhera, Tehsil & District Rewari, Haryana. Mr. Madan Lal Mehta is also authorized to execute collaboration agreement, to present the same for registration with the concern authorities, apply for Change of Land use (CLU) and to sign & execute applications, undertakings, MOU's, agreements, deeds, writings, documents, to pay fees/charges or any other amount in relation to the same and to do all that is necessary for the same, for and on behalf of the company".

**Certified True Copy  
FOR REX DEVELOPERS (P) LTD.**

  
(Director)

# IMAGE PROMOTERS PRIVATE LIMITED

Regd. Office 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi 110001

**EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 23<sup>RD</sup> February, 2012 (AT 2.30 P.M. AT REGISTERED OFFICE OF THE COMPANY)**

"RESOLVED THAT Shri Madan Lal Mehta son of Late Shri P.D.Mehta, resident of 915, Sector-12, Sonapat, representative of the company be and is hereby authorized to negotiate and enter into collaboration with M/s AMD Estates (P) Ltd. for setting up a residential colony on company's land measuring 15.031 Acres situated at village Maheshwari and Garhi Alwalpur, Sub-Tehsil Dharuhera, Tehsil & District Rewari, Haryana. Mr. Madan Lal Mehta is also authorized to execute collaboration agreement, to present the same for registration with the concern authorities, apply for Change of Land use (CLU) and to sign & execute applications, undertakings, MOU's, agreements, deeds, writings, documents, to pay fees/charges or any other amount in relation to the same and to do all that is necessary for the same, for and on behalf of the company".

**Certified True Copy  
FOR IMAGE PROMOTERS (P) LTD.**

  
**Director**



# EPIC DEVELOPERS PRIVATE LIMITED

Regd. Office 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi -110001

EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 23<sup>RD</sup> February, 2012 AT 12.30 P.M. AT REGISTERED OFFICE OF THE COMPANY

“RESOLVED THAT Shri Madan Lal Mehta son of Late Shri P.D.Mehta, resident of 915, Sector-12, Sonapat, representative of the company be and is hereby authorized to negotiate and enter into collaboration with M/s AMD Estates (P) Ltd. for setting up a residential colony on company's land measuring 5.531 Acres situated at village Maheshwari and Garhi Alwalpur, Sub-Tehsil Dharuhera, Tehsil & District Rewari, Haryana. Mr. Madan Lal Mehta is also authorized to execute collaboration agreement, to present the same for registration with the concern authorities, apply for Change of Land use (CLU) and to sign & execute applications, undertakings, MOU's, agreements, deeds, writings, documents, to pay fees/charges or any other amount in relation to the same and to do all that is necessary for the same, for and on behalf of the company”.

**Certified True Copy  
FOR EPIC DEVELOPERS (P) LTD.**



**(Director)**



दिल्ली DELHI

28/2/2012 S 391490

COLLABORATION AGREEMENT

This Collaboration Agreement has been entered and executed at New Delhi on this 23<sup>rd</sup> day of February, 2012.

BETWEEN

(1) M/s REX BUILDERS PRIVATE LIMITED a company registered under the Companies Act, 1956 having registered office at 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. M.L.Mehta duly authorized vide board Resolution of the company dated 23.02.2012 (2) M/s IMAGE PROMOTERS PRIVATE LIMITED, a company registered under the Companies Act, 1956 having registered office at 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. M.L.Mehta duly authorized vide board resolution of the company dated 23.02.2012 (3) EPIC DEVELOPERS PRIVATE LIMITED a company registered under the Companies Act, 1956 having registered office at 9, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi -110001 through its Authorised Signatory Mr. M.L.Mehta duly authorized vide board resolution of the company dated 23.02.2012 (hereinafter described as 'the Owners') which expression shall unless repugnant to opposed to the contest of meaning thereof to be being to include its legal successors, representatives, executors, administrator and assigns and the party of the First Part.

For Rex Builders Pvt. Ltd.

  
Authorised Signatory

For EPIC Developers Pvt. Ltd.

  
Authorised Signatory

For AMD Estates Pvt. Ltd.

  
Authorised Signatory

For Image Promoters Pvt. Ltd.

  
Authorised Signatory

22 FEB 2012

2828  
Rox Builders Pvt. Ltd.  
SIS Billooy Home Tolstoy Mary  
Pati J. House, 57B  
Ch. Arts New

प्रलेख नः 2811


दिनांक 24/02/2012

<u>डीड संबंधी विवरण</u>	
डीड का नाम - AGREEMENT	
तहसील/सब-तहसील धारूहेडा	गांव/शहर Maheswari
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
रूपये	

Drafted By: Self

यह प्रलेख आज दिनांक 24/02/2012 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी M/S REX BUILDERS Pvt. Ltd. श्री/श्रीमती/कुमारी निवासी Sonipat द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

पंजीयन अधिकारी  
धारूहेडा

  
उप/सयुक्त पंजीयन अधिकारी  
धारूहेडा


श्री M/S REX BUILDERS Pvt.Ltd thru Thru M.L.Mehta(OTHER), IMAGE Promoters Pvt.Ltd thru Thru M.L.Mehta(OTHER), EPIC Dev.Pvt.LTd thru Thru M.L.Mehta(OTHER)

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी Thru Mr.M.C Krishna Kumar दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुधक समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी होंशियार नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी - निवासी महेश्वरी व श्री/श्रीमती/कुमारी रामोतार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी जगमाल निवासी बोहडा खुर्द ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 24/02/2012

  
उप/सयुक्त पंजीयन अधिकारी  
धारूहेडा

AND

M/s AMD ESTATES PRIVATE LIMITED a company registered under the Companies Act, 1956 having registered office at Office 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi -110001 through its Authorised Signatory Mr. M.C.Krishna Kumar duly authorized vide board resolution of the company dated 23.02.2012 (hereinafter described as 'the Developer') which expression shall unless repugnant to opposed to the contest of meaning thereof to be being to include its legal successors, representatives, executors, administrator and assigns and the party of the of Second Part.

The owners and developer are collectively referred to as the parties and individually as the party.

**WHEREAS** the owners are in possession of land admeasuring 37.305 acre as per annexure attached, situated in Village Maheshwari and Garhi Alawalpur, Sub-Tehsil -Dharuhera, Dist- Rewari, Haryana (Hereinafter referred as the 'Said Land')

**AND WHEREAS** the owners contemplate to develop the said land admeasuring 37.305 acre of aforesaid land by developing a Residential Plotted/Group Housing/Commercial project (hereinafter referred the '**Project**') thereon after getting the plans sanctioned/approved from the competent authority.

**AND WHEREAS** owners are not fully equipped to execute and complete the work of development and construction of the proposed Project, and have requested to the developer and is confident that it is in a position to obtain permission for change of land use/obtain license etc., to collaborate with them in the execution and completion of the said Project on the said land.

**AND WHEREAS** the Developer has agreed to undertake the execution and completion of the said Project on the said land on the terms and condition hereinafter appearing:-

**AND WHEREAS** this collaboration is in continuation of the earlier collaboration agreement dated 21<sup>st</sup> October, 2010 as the concerned authorities have demanded that the collaboration agreement should be registered with the competent authorities. For the purpose of Registration of the Collaboration agreement, the present collaboration agreement is being executed without changing any terms and conditions of the previous collaboration agreement dated 21<sup>st</sup> October, 2010.

**NOW THESE PRESENTS WITNESS** and it is hereby agreed, declared covenanted and recorded by and between the parties as under:-

1. That the subject matter of this Collaboration Agreement between the OWNERS and the DEVELOPER is for the aforesaid land admeasuring 37.305 acre, as per annexure attached, hereto by virtue of Village Maheswari and Garhi Alawalpur, Sub-Tehsil –

For Rex Builders Pvt. Ltd.

  
Authorised Signatory

For EPIC Developers Pvt. Ltd.

  
Authorised Signatory

For AMD Estates Pvt. Ltd.

  
Authorised Signatory

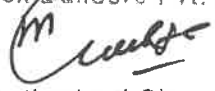
For Image Promoters Pvt. Ltd.

  
Authorised Signatory

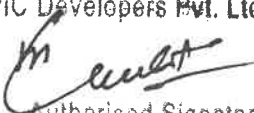
Dharuhera, Dist- Rewari, Haryana for utilizing the same for Development of the said Project.

2. That the Developer undertakes to develop the said land at its own cost and expenses and with its own resources after procuring/ obtaining the requisite license, permission, sanctions and approvals of all competent authorities thereafter to construct the said Project on the said land. The owners agree in accordance with the terms and condition herein recorded, to place at the complete disposal of the Developer the said land and to irrevocably vest in the developer all the authority of the owners as may be necessary in the discretion of the developer for obtaining the requisite license, permissions sanctions and approvals for development, construction and completion of the proposed said Project on the said land. All expenses involved in and for obtaining licenses, tax clearances permission or sanctions from the concerned authorities shall be incurred and paid by the Developer.
3. That the building plans for the said Project shall be in accordance and in conformity with the zonal plan and the rules and bye laws of the Town and 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 area.. The plans for the said Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
4. That the Developer shall at the earliest possible time in consultation with the Owners proceed to have suitable design, model and/or plans prepared for the proposed Project and get the approved/ sanctioned from the competent authorities. For this purpose the developer undertake to engage and employ reputed Architect or Architects at its own cost, expenses and responsibility. The developer shall for and on behalf of and in the name of the owners apply to the Town and Country Planning Department, Haryana and/ or such other authorities as may be concerned in the matter for obtaining the requisite license permission, sanctions and approvals for construction on the said land of the proposed Project in accordance with the applicable zonal plans within 180 days of execution of this Agreement, 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.
5. That the entire amount required for the cost of construction of the said Project including the charges and fees of the Architect (s) Preparation of plans as also all other Statutory fees and incidental charges including scrutiny fees license fees, conversion charges, service charges payable to the Government and or any other authority for the provision of peripheral services, to the said land/Project as may be prescribed by the concerned authority shall be borne by the Developer.

For Rex Builders Pvt. Ltd.

  
Authorized Signatory

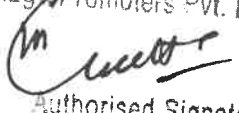
For EPIC Developers Pvt. Ltd.

  
Authorized Signatory

For AMB Estates :

  
Authorized Signatory

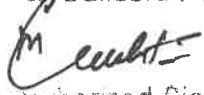
For Image Promoters Pvt. Ltd.

  
Authorized Signatory

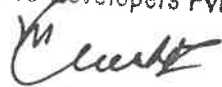
That in consideration of the owners providing the said land for developing/setting up the said Project the parties have agreed that Developer will handover 800 Sq. Yards of Residential Plots for each acre of land contributed by the Owners under this Agreement. The size of the plots falling to the share of the Owners may differ. The balance developed area shall be the entitlement of the Developer.

7. That the developer undertakes to start the development/ construction work immediately after receipt of sanctioned building plans but not later than 60 days of the same as aforesaid and complete the construction of Project with 18 months thereof such extended period as may be mutually agreed between the parties. Provided that if the non completion of Project is due to force majeure condition viz earthquake lightning or any order or notification of the Government which prevents the progress of construction or by reason of non availability of steel and or cement or other building material dispute with construction agency or slow down strike lock out civil commotion for by reason of war or enemy action or act of God or for any reason beyond the control of the Developer, the Developer shall be entitled to a reasonable extension of time for completing the said Project.
- 8) (a) That the time completion of the said Project as stated in clause 7 above 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 18 months from the date of start of construction or such extended period as may be mutually agreed then and in any such case the owners shall, be entitled to get the work completed at the risk and cost of the Developer and the cost incurred by the Owners shall be deducted from the security deposit and/or the shares/entitlements of the Developer in the Project.
- (b) That it is agreed between the parties that the Developer may, if deemed fit and proper, transfer and assign the rights in the license etc. to be granted by the Competent Authorities to develop the said Project on the said land to a third party for such price and on such terms and condition as the developer may deem fit.
9. That it is agreed hereunder by the developer to the owners undertake irrevocably to constitute the developer or its nominees to act jointly or severally as their attorney by a separate documents for full implementation of this Agreement in all respects and for sale of Developer's allocation of area in the said Project and for all purposes mentioned in the power of attorney. However the developer undertakes in its capacity as developer in terms of this Agreement and as irrevocable attorney for the owners not to do or cause to be done any act, omission, or thing which may in any manner contravene any rules law or regulations or which may amount to misuses of any terms thereto or breach of any other provision of law, in case of performance or non observance of any such rules regulations law or conditions then the entire liability in the behalf shall be incurred and discharged by the developer and further more the developer undertake to keep the owners harmless and indemnified against all claims and demands resulting from such non performance and non observance of rules, regulation and laws in terms of this clause.

For builders Pvt. Ltd.

  
Authorised Signatory

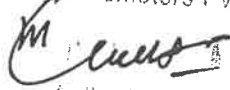
For EPIC Developers Pvt. Ltd.

  
Authorised Signatory

For AMD Estates Pvt. Ltd

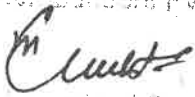
  
Authorised Signatory

For Image Promoters Pvt. Ltd.

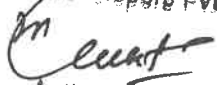


10. That it is agreed between the parties that the possession of the said land once delivered/handed over to the developer for the purpose of the above mentioned Project, shall not be disturbed and they shall not be dispossessed till the completion of development of the said Project,
11. That this Agreement vests a right to the developer to develop the said land in accordance with the terms of this Agreement and to dispose of the whole of its share in the said Project as also the right to use in the common areas and common facilities (hereinafter called "The developer's allocation")
12. That since considerable expenditure, efforts and expertise are involved in getting the land released from acquisition, getting the land use changed and obtaining the license for the proposed Project, it is the condition of this Agreement that after obtaining the license and the required permission from the concerned authorities for the said Project, the owners/or their nominees or their legal heirs will not cancel or back out and or withdraw from this Agreement under any circumstances. In such eventuality the Developer besides is other rights will be entitled to get this Agreement enforce through court and during pendency of the suit the owners shall not enter into any agreement with respect to the said land with any third party.
13. That parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands.
14. That all rates cases and taxes due payable in respect of the said land upto the date of obtaining of the license shall be exclusive liability of the owners and thereafter the liability in this behalf shall be of the developer. All rates, cases, taxes etc. levied due to or on account of release from acquisition, change in land use, application for license etc, shall be payable by the developer.
15. That the Owners covenant with the Developer that the owners shall supply and provide all documentary evidence regarding ownership of land 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 owners shall also within a week of receipt of any request from the developer sign and execute such other documents, application affidavits undertaking as may be necessary for approval, development and completion of the Project and for given effect to the terms of this Agreement.

For Owners Pvt. Ltd.

  
Authorized Signatory

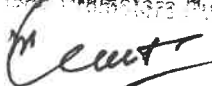
For EPIC Developers Pvt. Ltd.

  
Authorized Signatory

For AMD Estates Pvt. Ltd.

  
Authorized Signatory

For Image Promoters Pvt. Ltd.

  
Authorized Signatory

6. That the developer shall be solely responsible and liable for payment of all dues to its workers; employees and statutory compliance of labour law, rules and regulations as are in force or introduces from time to time with respect to the employment of personnel payments 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 demand during construction shall be settled and cleared by the Developer and non liability on this account shall fall on the owners.
17. That the owners and developer shall be responsible and liable in respect of income tax and / or other statutory liabilities as far as their respective share or sale proceeds thereof is concerned.
18. That the Developer shall be entitled to the refund of all fees, security deposit and other deposits of whosoever nature deposited by the developer with various statutory authorities for seeking various approvals etc. for the said Project. The Owners undertakes that within seven days of receipt of any such refund referred to hereinabove, it shall pass on the same to the developer.
19. (a) That it is also agreed between the parties that out of the said land if any land is acquired by the Government, and / or not included by the D.T.C.P. in the said License, compensation in lieu thereof payable by the Government shall be receivable by the Owners. Provided that out of the amount so received, the Developer shall be entitled to receive the amount incurred towards the Project.
- (b) That it is agreed between the parties that if D.T.C.P shall not grant the license land in respect of the said Land within 12 months from this date, in that case this agreement shall stand terminated and cancelled..
20. That the owners has declared and represented to the developer that the said land is free from all encumbrances, charges, gifts, liens, attachment, liabilities, tenancy, unauthorized occupation, claims and litigation whatsoever, owners shall keep the said property free from all encumbrance and the owners undertakes not to create and third party interest in the said land which is the subject matter of this Agreement relying/action upon these declaration and representation/undertakings of the owners. The owners shall fully cooperate with the developer by signing and making available all documents enabling the developer to take all steps for getting the license from the Government, Further the Developer will not claim cost for getting the licensed etc.
21. That if there be any claim, demand, tax litigation of any nature whatsoever against the Owners not attributable to application for changes of use etc., then it is a condition of this Agreement that the work of development of the said Project and/or any other matter incidental to this Agreement shall not at any time during development or after the completion of on handling over possession to the intending purchasers, by stopped prevented, obstructed or delayed in any manner.

For Rex Builders Pvt. Ltd.



For EPIC Developers Pvt. Ltd.



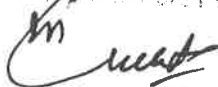
Authorised Signatory

For AMD Estates Pvt. Ltd



Authorised Signatory

For [unclear] Pvt. Ltd.





22. That on execution of this Agreement this developer shall be entitled to enter upon the said land only for survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other Authorities as may be concerned in the matter or releasing of land and granting of requisite licenses, permissions sanction and approval for developments.
23. That this Agreement is not and shall not however be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other except to the extent specifically recorder herein.
24. That the parties thereto agreed and undertake to perform their part of the Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other act, deeds, matters and things whatsoever as may be necessary for implementing or given efforts to the terms of this Agreement.
25. That the Owners shall not assign, transfer, charge of encumber their rights and benefits under this Agreement to any person in any manner without the prior written approval of the Developer & developer shall not sell or create third party rights unless all due payments made to the owners.
26. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the convents herein contained, this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors administrators, liquidators and assigns.
27. That the failure of either party to enforce at any time or for any period of time to the provisions hereof shall not construed to waiver of any provision or of the right hereafter to force each provision.
28. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of the Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remained valid and enforceable.

For Rex Builders Pvt. Ltd.

  
Authorised Signatory

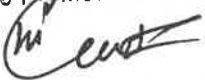
For EPIC Developers Pvt. Ltd.

  
Authorised Signatory

For AMD Estates Pvt. Ltd.

  
Authorised Signatory

For Image Promoters Pvt. Ltd.

  
Authorised Signatory

Reg. No.

Reg. Year

Book No.

2,811

2011-2012

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Thru M.L.Mehta



पेशकर्ता

Thru M.L.Mehta



पेशकर्ता

Thru M.L.Mehta



दावेदार

Thru Mr.M.C Krishna Kum



गवाह

होशियार नम्बरदार



गवाह

रामौतार



29. This Agreement has been executed for obtaining license from the Govt., for development of the said Project as mentioned above. This memorandum of understanding shall abide by the conditions as per terms agreed between the parties hereto.

That this Agreement is subject to the jurisdiction of the Courts at New Delhi

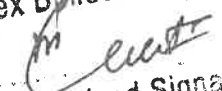
**IN FAITH AND TESTIMONY**, the parties have set their hands to this Collaboration Agreement on the date, month year and place first mentioned above in the presence of following witnesses.

**SIGNED AND DELIVERED BY WITHIN NAMED FIRST PARTY**

1. **M/s REX BUILDERS PRIVATE LIMITED**  
Through its authorized signatory

Mr. M.L.Mehta

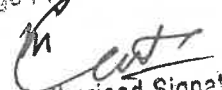
For Rex Builders Pvt. Ltd.

  
Authorised Signatory

2. **IMAGE PROMOTERS PRIVATE LIMITED**  
Through its authorized signatory

Mr. M.L.Mehta

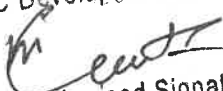
For Image Promoters Pvt. Ltd.

  
Authorised Signatory

3. **EPIC DEVELOPERS PRIVATE LIMITED**  
Through its authorized signatory

Mr. M.L.Mehta


For EPIC Developers Pvt. Ltd.

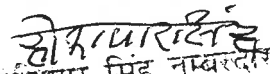
  
Authorised Signatory


**SIGNED AND DELIVERED BY WITHIN NAMED SECOND PARTY**

1. **M/s AMD ESTATES PRIVATE LIMITED**  
Through its authorized signatory AMD Estates Pvt. Ltd.

Mr. M.C.Krishna Kumar

  
Authorised Signatory

  
शशिधर सिंह नम्बरदार  
ग्राम महेश्वरी रेवाड़ी


  
शशिधर सिंह नम्बरदार  
ग्राम महेश्वरी रेवाड़ी

Reg. No.	Reg. Year	Book No.
2,811	2011-2012	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,811 आज दिनांक 24/02/2012 को बही न: 1 जिल्द न: 38 के पृष्ठ न: 132 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,164 के पृष्ठ सख्या 37 से 44 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 24/02/2012

  
उप/सयुक्त पंजीयन अधिकारी  
धारूहेडा

Details of Schedule of Land

S.No	Company Name	Land in Acres
1	Image Promoters Pvt Ltd	15.031
2	Rex Developers Pvt Ltd	16.743
3	Epic Developers Pvt Ltd	5.531
	<b>Total Land in Acres</b>	<b>37.305</b>

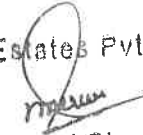
For Rex Builders Pvt. Ltd.



For EPIC Developers Pvt. Ltd.

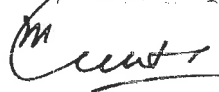


For AMD Estates Pvt. Ltd.



Authorized Signatory

For Image Promoters Pvt Ltd



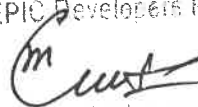
## Schedule of Area

EPIC DEVELOPERS PVT LTD.

Village	Sale Deed	Share Purchase	Khewat	Rect. No.	Killa No.	Area (k-m)	(k)Area Taken (k-m)	Mutation No
Maheshwar	2754	Full	102/113	6	14/1	5-16		2853
Sub. Tehsil					15/1	4-2		
Dharuhera					6/4	0-11		
Dist.					7/4	0-13		
Rewari								
Haryana						11-2	11-2	
	2757	Full	102/113	7	1/4	0-4		2855
				6	6/2	3-16		
					7/2	4-0		
						8-0	8-0	
	2755	Full	102/113	6	6/3	1-11		2854
					7/3	1-11		
						3-2	3-2	
	2756	Full	102/113	6	16/1	2-3		2856
					17/1	5-11		
					14/2	2-4		
					15/2	1-4		
						11-2	11-2	
	2875	Full	102/113	6	6/1	1-16		2983
					7/1	1-16		
					4/2	3-2		
				7	5/3	3-2		
					1/3	1-3		
						10-19	10-19	

TOTAL AREA - 44-5 = 5.531 ACRE

For EPIC Developers Pvt. Ltd.

  
Authorized Signatory

For AMD Estates Pvt. Ltd.

  
Authorized Signatory

## Schedule of Area

IMAGE PROMOTORS PVT LTD.

Village	Sale Deed	Share Purchase	Khwat	Rect. No.	Khilla No.	Area (k-m)	Mutation No
Maheshwari	1545	Full	102/113	6	24	8-0	2752
Sub Tehsil					16/2	0-11	
Dharuhara					17/2	2-9	
Dist.						11-0	
Rewari							
Haryana	1547	Full	227/277	5	19	6-12	2751
					21	2-12	
					22	8-0	
				11	1	6-5	
					2	8-0	
					9	8-0	
					10	8-0	
				12	6	2-11	
						50-0	
Allawalpur	1546	Full	67/108	26	3/2	7-12	734
Sub Tehsil				"	4	8-0	
Dharuhara					5/2	7-11	
Dist.				25	1/2	1-12	
Rewari						24-15	
Haryana							
	1145	Full	67/108	26	1	8-0	724
					2	8-0	
					9	8-0	
					10	8-0	
						32-0	
Maheshwari							
Sub Tehsil	2447 2-10		46/53	11	5	8-0	
Dharuhara					6	8-0	
Dist.					7	8-0	
Rewari					14	8-0	
Haryana					15	5-18	
					26	2-2	
						40-0	

TOTAL AREA - 120.5 = 15.031 ACRE

For Image Promoters Pvt. Ltd.

*(Signature)*

For AMD Estates Pvt. Ltd.

*(Signature)*  
Authorised Signatory

For Rex Builders Pvt. Ltd.

*M. Anand*

For AMD Estates Pvt. Ltd.

*M. Anand*  
Authorised Signatory

### Schedule of Area

REX DEVELOPERS PVT LTD.

Village	Sale Deed	Khewat no	Area Purchase	Rect. No.	Killa No.	Area (m)	(k-Other Share	Area Taken (k-m)	Mutation No
Maheshwari	2961	163/195	Full	5	15	3-19			2984
Sub Tehsil					16	7-6			
Dharuhera					18	7-5			
Dist.					23	8-0			
Rewari					24	8-0			
Haryana					25	8-0			
				11	3	8-0			
					4	8-0			
		170/202		10	15	58-10	NIL	58-10	
						8-0		8-0	
		176/208		11	8	8-0		6-14	
		179/211		11	13	8-0	0-5	7-15	
		201/240		9	10	2-14			
					11	8-0			
						10-14	NIL	10-14	
		95/106		10	4	7-5			
					6	7-3			
					7	8-0			
					8/1	3-18			
					13	8-0			
					14	8-0			
						42-6	NIL	42-6	
<b>TOTAL AREA - 133-19 = 16.743 ACRE</b>									



# PISCES MERCHANDISE PRIVATE LIMITED

Regd. Off: 25/2, New Sabzi Mandi, Ballabgarh, Faridabad-121004

**EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 27<sup>TH</sup> August, 2011 (AT 12.30 P. M. AT REGISTERED OFFICE OF THE COMPANY**

## **AUTHORITY TO SH. Madan Lal Mehta**

The Board considered the matter and passed the following resolution unanimously:

“RESOLVED THAT Sh. Madan Lal Mehta son of Late Sh. P.D.Mehta , resident of 915, Sector-12, Sonapat, representative of the company be and is hereby authorized to negotiate and enter into collaboration with M/s AMD Estates (P) Ltd. for setting up a residential colony on company's land measuring 8 Marla situated at village Garhi Alwalpur, Sub Tehsil Dharuhera, Tehsil & District Rewari. Mr. Madan Lal Mehta is also authorized to execute collaboration agreement apply for Change of Land use (CLU) and to sign & execute applications, undertakings, MOU's, agreements, deeds, writings, documents, to pay fees/charges or any other amount in relation to the same and to do all that is necessary for the same, for and on behalf of the company.

**RESOLVED FURTHER THAT a copy of this resolution be forwarded to the concerned authority/person.”**

**Certified True Copy  
For Pisces Merchandise (P) Ltd.**



(Lalit Khosla)  
Director

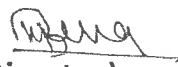
# AMD ESTATES PRIVATE LIMITED

Regd. Office 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi -110001

## EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 21<sup>ST</sup> February, 2012 (AT 3.00 P.M. AT REGISTERED OFFICE OF THE COMPANY)

"RESOLVED THAT Shri M.C.Krishna Kumar son of Shri M.C. Namboothiripad, resident of 99-B, Pocket A-3, Mayur Vihar Phase-3, Delhi-110096 representative of the company be and is hereby authorized to negotiate and enter into collaboration with M/s Pisces Merchandise Pvt. Ltd. and for presenting the same for registration with the concerned authorities with respect to land measuring 8 Marla situated at village Garhi Alwalpur, Sub-Tehsil Dharuhera, Tehsil & District Rewari. Mr. M.C.Krishna Kumar is also authorized to execute collaboration agreement, to present the same for registration with the concern authorities, apply for Change of Land use (CLU) and to sign & execute applications, undertakings, MOU's, agreements, deeds, writings, documents, to pay fees/charges or any other amount in relation to the same and to do all that is necessary for the same, for and on behalf of the company".

**Certified True Copy  
FOR AMD ESTATES (P) LTD.**

  
(Director)



दिल्ली DELHI

28/2  
24.2.12

S 391491

COLLABORATION AGREEMENT

This Deed of Agreement is entered at Delhi on this day of 23<sup>rd</sup> day of February, 2012,

BETWEEN

**M/s. PISCES MERCHANDISE PRIVATE LIMITED**, a Company registered and incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 25/2 New Sabzi Mandi Ballabgarh, District Faridabad, acting through its Authorised Signatory Mr. Madan Lal Mehta S/o Late Sh. P.D. Mehta R/o 915, Sector-12 Sonipat duly authorized vide Board's Resolution dated 27.08.2011 hereinafter referred to as the "Owner" (Which expression shall, unless repugnant to the context, include its successors-in-interest and assigns) of the ONE PART.

AND

**M/s. AMD ESTATES PRIVATE LIMITED**, a Company registered and incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 515 Tolstoy House, Tolstoy Marg, Cannaught Place, New Delhi 110001, acting through its Authorised Signatory Mr. M.C.Krishna Kumar duly authorized vide board resolution of the company dated 21.02.2012 hereinafter referred to as the "Developer" (Which expression shall, unless repugnant to the context, include its successors-in-interest and assigns) being the Part of the **SECOND PARTY**.

Whereas the First party is the sole and absolute owner having land total area admeasuring 0 kanal 8 Marlas. Details of which are given as under :

- Rect. No. 26 Killa 3/1 area measuring 8 Marla situated at Village Garhi Alawalpur, Tehsil Dharuhera Distt Rewari, Haryana.  
(Hereinafter referred to as the 'said land').

For Pisces Merchandise Pvt. Ltd.

  
Authorised Signatory

For AMD Estates Pvt. Ltd.

  
Authorised Signatory

112829

PISCES Merchandise Pvt. Ltd.  
25/2 New Sabzi Mandi  
Ballabhapur Distt. Faridkot  
Patiala  
दिनांक 24/02/2012

प्रलेख नः 2812

डीड संबंधी विवरण

डीड का नाम AGREEMENT	
तहसील/सब-तहसील धारूहेडा	गांव/शहर Gadhi Alawalpur
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
रूपये	

Drafted By: Self

यह प्रलेख आज दिनांक 24/02/2012 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी PISCES MERCHANDIES Pvt.Ltd. कुमारी - निवासी Sonipat द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी  
धारूहेडा

श्री PISCES MERCHANDIES Pvt.Ltd. thru Thru M.L.Mehta(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru M.C.Krishna Kumar 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 होसियार नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी - निवासी महेखरी व श्री/श्रीमती/कुमारी रामोतार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी जगमाल निवासी बोहडा खुर्द ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 24/02/2012

उप/सयुक्त पंजीयन अधिकारी  
धारूहेडा

The owner is the absolute and specific owner of the above mentioned pieces of land, total area measuring 8 Marlas and no person other than the owner has any right title or interest in the aforementioned land.

And whereas the Developer is engaged in the business of promotion, development and construction of real estate and is well established in this business and further the Developer is fully competent and equipped to undertake the development of the said land for the development of plots upon the aforesaid land.

And whereas the owner wishes to develop the said land for residential plotted township developments & any other suitable use (hereinafter referred to as the said "Project"), on the said land but is not in a position to construct, develop and complete the work for development of the said land because it is adjoining to Project Land and Falls in Residential Zone as per Master Plan of Dharuhera.


And whereas the owner approached the Developer to carry out the development, construction and completion work for the residential plotted township developments & any other suitable use, on the said land and the Developer has agreed to the same, hence this agreement mutually entered and executed between the owner and the Developer on the terms and conditions appearing hereinafter:

**AND WHEREAS** this collaboration is in continuation of the earlier collaboration agreement dated 3<sup>rd</sup> September, 2011 as the concerned authorities have demanded that the collaboration agreement should be registered with the competent authorities. For the purpose of Registration of the Collaboration agreement, the present collaboration agreement is being executed without changing any terms and conditions of the previous collaboration agreement dated 3<sup>rd</sup> September, 2011.


**NOW THEREFORE IT IS HEREBY AGREED DECLARED, CONVENATED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. That the owner is the absolute owner of the said land and that the owner is entitled to develop the said land in collaborations with the Developers and that owner shall obtain permissions, sanctions etc. if any required, to enter into this collaboration agreement.
2. That the subject matter of this Collaboration Agreement between the owner and the Developer is the land 8 Marlas, located in the Revenue Estate of the village Garhi Alawalpur & Maheswari, Tehsil Dharuhera Distt Rewari, Haryana.
3. That there are no religious or family disputes or any other encumbrances or third party claim for any kind whatsoever relating to the said land and the same is free from all encumbrances, charges, liens, hypothecation, attachments, liabilities, tenancy, unauthorized occupation, claims and litigation's whatsoever and that the owner shall keep the title of the said land absolutely free & saleable and fully implement this agreement in all respects and the developer has entered into relying / acting upon these declarations and representations/ undertakings of the owners.

For FISCES Merchandise Pvt. Ltd.


  
Authorized Signatory

For AMD Estates Pvt. Ltd.


  
Authorized Signatory

4. That the owner has handed over the said land to the Developer to develop, construct and build the residential plotted township developments & any other suitable use, as the case may be allowed by the Byelaws of the state. The Development of the land shall be done by the Developer at its sole discretion without any interference from the owner.
5. That the developer shall develop, construct and complete the said project on the said land at its costs, expenses and resources after procuring the requisite permission, sanctions and approvals of all competent authorities and the owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits etc., as and when necessary and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals. The owner shall sign all requisite letters, undertakings and related documents pertaining to construction, development and completion of the said project on the said land and tender all possible cooperation to the Developer to procure such permissions as may be required. The responsibility of obtaining the license shall be of the developer. All the costs and expenses involved in obtaining the requisite license, permissions, sanctions and approvals from the Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as DTCP) and other concerned authorities shall be borne and paid by the Developer. The bank Guarantee etc. for the payment of External Development charges (EDC) and Internal Development Charges (IDC) shall be furnished by the Developer from its own sources.
6. That Developer shall file appropriate application with the Director, Town & Country Planning Haryana (Chandigarh) subject to the owners and other applicants signing all the applications, undertakings, affidavits and power of attorneys in favour of the nominee of the developer, to the satisfaction of the developer, to pursue the said applications and represent them at all forums and offices including HUDA and appropriate Govt. Authorities. The owner simultaneously to signing of the agreement has also executed GPA in favour of nominee of the Developer.
7. That the Developer shall make every endeavor to complete the development and construction work within a period of 36 months or as granted in the license certificate from the date of sanction of the maps / plans for the development of said project.
8. That the building plans for the proposed buildings and development of the project shall be in accordance with the rules and regulations as prescribed by the competent authority and the zonal plan pertaining to the said land as may be in force in the area.
9. That the Developer shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub contractors, employees and such other laborers at its own cost, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, construction and completing the work for the development of the residential plotted township developments & any other suitable use, at the said land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and/or contracting any person shall be the sole responsibility of the Developer.

For PISCES Merchandise Pvt. Ltd.


  
Authorized Signatory

For AMD Estates Pvt. Ltd.

  
Authorized Signatory

10. That the Developer itself or its nominees shall for and on behalf of and in the name of the Owner apply to such authorities, Government of State or Central and/or such other authorities as may be concerned in matter for requisite permissions, sanctions and approvals for the development and construction on the said land in accordance with the applicable Zonal Municipal plans. However, the Developer shall make modifications, deletions and/or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
11. That the entire amount required for carrying out construction, development and completion of the project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands, shall be wholly to the account of the Developer and the owner shall not be responsible for any dues, fees, charges and/or demand in this respect.
12. That the developer shall subsequent to grant of license for the development of the said land be fully entitled, empowered and authorized to mortgage and/or create charge over the said land in full or in part, and the owners shall be bound to sign all papers required for creation of such a charge. The developer in 'its own rights' shall also be entitled to create charge on the basis of powers vested in him by virtue of irrevocable General Power of Attorney. But this GPA can be canceled if the Govt. gets acquired.
13. That all the rates, cesses, taxes and demands due and payable to the Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility / liability of the owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of the building. Thereafter, the same shall be borne by owner and Developer jointly in proportion of their respective shares in the said land and the development of the property thereon.
14. That in consideration of the owner providing the said land and developer constructing / developing the said land and after development of the same, the owner is agreed to get and the developer is also agreed to give to the owner a residential plot of area measuring 180 Sq. Yds., on this calculation as per sanctioned plan approved by the HUDA, at one side of the project, to be decided by the developer (EDC and IDC and other charges applicable on the said plot will be paid by the Owner). Except the said plot of size 180 Sq. Yds, the owner shall have no right, title and interest in the aforesaid land. The owner is also agreed that they shall have no right in the commercial, school or any type of land such as park, road, club etc., except a residential plot of 180 Sq. Yds. out of residential land as approved by HUDA.
15. That the owner undertakes irrevocable to constitute the nominee of the Developer as their Attorney by separate registered documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts and actions for and on behalf of the owner as may be required to be done for the purpose of developing, constructing and completion of plots and the buildings on the said land and to enter into agreement to sell and/ or execute and register sale deed or such other transfer deeds and documents in respect of the said project to be developed by the developer. In the case of agreement & sell deed the developer has right for his own share only.

For Pisces Merchandise Pvt. Ltd.

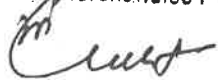
  
Authorized Signatory

For AMD Estates Pvt. Ltd.

  
Authorized Signatory

16. That in case the said premises or any part thereof now declared to be belonging to the owner is lost or found wanting on account of any defect in the title of the owner or right of the owner to transfer the same or any other person claiming title, outstanding claims and demands of taxes payable by the owner, the owner shall be liable for all the damages, losses and costs sustained by the Developer which shall be to the cost of owner's share/rights under this Agreement. Accordingly the owner agrees and undertakes to keep the Developer and/or its nominees, harmless and indemnified against all claims and expenses which the Developer and /or its nominees may be liable to pay on the aforesaid account. The owner has handed over the possession of the said land to the developer. In the case land gets acquired then owner shall not be liable for any cost & compensation by the developer.
17. Since considerable expenditure, efforts & expertise are involved in getting the development license for the development of the project, it is the condition of this agreement that after grant of license, the owners or his nominees or his legal heirs will not cancel or back out from this agreement under any circumstances, except on the ground (s) violation of any clause of the agreement. In such eventuality the developer shall, without prejudice to any other right, be entitled to get this agreement fulfilled through a suit for specific performance at the cost and risk of owners.
18. That all costs of stamping, engrossing and registration to this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
19. That the parties individually shall be liable in respect of income tax and other fiscal liabilities for their respective shares in the built up property and/or proceeds thereof under this Agreement.
20. That after the construction of building, sale deeds or such other documents effecting the transfer of the Developer's shares of the built up property, or any part thereof, shall be executed and duly registered in the name of the developer or its nominee which may include the intending Buyer(s) as may be desired by the Developer for the developer's share of the Building and the owner shall sign all such documents without any demur or protest. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by the intending purchaser. The Developer shall have the right to accept the financial consideration from the intending purchaser in its own name without any claim, title or right of the owner.
21. That the Developer shall be entitled to advertise the project in its own name at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign boards, neon sign or such other modes of lawful advertisements, as the Developer may deem fit, on the said land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site.
22. That the 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 project and the developer shall have every right to do all kind of work, which are necessary for the development of the said project, without any interference of the owner.

For FISCES Merchandise Pvt. Ltd.



Authorised Signatory

For AMD Estates Pvt. Ltd.



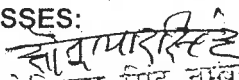

Authorised Signatory



23. That the owner shall be bound to comply with all the terms and conditions of License and the terms and conditions of the DTCP in respect of the building or rectification.
24. That in the event of any question or dispute arising in connection with or incident to or in respect of interpretation or scope of this Agreement or any part thereof, the parties shall try to settle the same amicably, failing which the same shall be referred to arbitration under the India Arbitration and Conciliation Act, 1966, as amended upto date, to a sole Arbitrator to be appointed by jointly owner & the developer. The arbitration proceedings will be held at Delhi and the language of the proceedings shall be English. The Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
25. That the owner and Developer 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 own free will.
26. That this Agreement shall not create the relationship of partnership between the owner and Developer.

In WITNESS Whereof, the parties have signed this collaboration Agreement on the day, month and year first above written in the presence of witnesses.

**WITNESSES:**

1.   
होशियार सिंह नम्बरदार  
ग्राम महप्रवणी नेवाड़ी
2.   
रामदित्या लुई  
अभिजात एडो जयशंकर  
रु. अ. ए. ए. ए. ए.

**OWNER**

M/s. PISCES MERCHANDISE PRIVATE LIMITED

For PISCES Merchandise Pvt. Ltd.

AUTHORISED SIGNATORY

  
Authorised Signatory

(Sh. Madan Lal Mehta)  
(PARTY No. 1)

For AMD Estates Pvt. Ltd.  
M/s. AMD ESTATES PRIVATE LIMITED,

  
Authorised Signatory

(Mr. M.C. Krishna Kumar)  
(PARTY No. 2)

Reg. No.

Reg. Year

Book No.

2,812

2011-2012

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Thru M.L.Mehta



दावेदार

Thru M.C.Krishna Kumar



गवाह

होसियार नम्बरदार



गवाह


रामौतार



प्रमाण-पत्र

माणित किया जाता है कि यह प्रलेख क्रमांक 2,812 आज दिनांक 24/02/2012 को बही न: 1 जिल्द न: 38 के पृष्ठ न: 132 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,164 के पृष्ठ सख्या 45 से 51 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 24/02/2012

  
उप./सयुक्त पंजीयन अधिकारी  
धारुहेडा

# AMD ESTATES PRIVATE LIMITED

Regd Office: 515 TOLSTOY HOUSE, TOLSTOY MARG, CONNAUGHT PLACE, NEW DELHI-110001  
CIN: U74899DL1983PTC015293 Email id: [secretarial\\_123@rediffmail.com](mailto:secretarial_123@rediffmail.com)

## FORM LC- VI

(Rule 13 of Haryana Development & Regulation of Urban Areas Rules 1976)

To  
The Director,  
Town & Country Planning,  
Haryana,  
Chandigarh

Sir,

We beg to apply for Renewal of License no. 39 of 2012 dated 21<sup>st</sup> April, 2012 for the development of Residential Plotted Colony on the land measuring 50.14375 acres (45.41875 acres as residential plotted colony and 1.725 acres as Commercial , 4.975 acres as Group Housing and 0.025 acres as Commercial) situated in the revenue estate of Village Maheshwari & Garhi Alwalpur of Sub-tehsil Dharuhera, presently in sector 23 & 24 of Dharuhera, District Rewari in the State of Haryana. The said licence will expire on 21/04/2016.

As required we submit as follows:

1. The renewal fees i.e. being 10% of the Licence Fee, applicable as on date, in reference of 50.14375 acres of land comprising 43.41875 acres as residential plotted colony and 1.725 acres as Commercial , 4.975 acres as Group Housing and 0.025 acres as Commercial area works out to be :
  - (a) For Residential plotted area of 43.41875 acres 10% of Licence fee = Rs.27.14 Lacs/-
  - (b) For commercial area of 1.725 acres 10% of Licence fee = Rs.10.78 Lacs/-
  - (c) For Group Housing area of 4.975 acres 10% of License Fees= Rs. 4.73 Lacs/-
  - (d) For Commercial area of 0.025 acres 10% of License Fees = Rs. 0.16 Lacs/-

Total renewal Licence fee= Rs.27.14 lacs + Rs. 10.78 Lacs + Rs. 4.73 Lacs + Rs. 0.16 lacs = Rs.42, 81000 /- (Rupees Forty Two lakhs Eighty One thousand only)

Total Renewal Fees = Rs.42, 81000 /-(Rupees Forty Two lakhs Eighty One thousand only)

The details of Demand drafts for the abovementioned fees are given below :

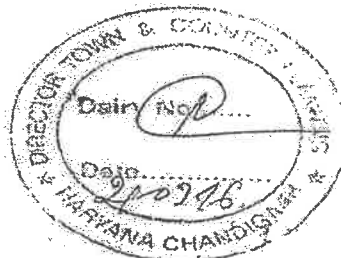
S.No.	Demand draft No.	Dated	Amount	Drawn on
1.	<del>02183</del> 21813	19/03/2016	42,81,000/-	IDBI Bank

2. The requisite No. Dues Certificate from the Income Tax Office, New Delhi: Omitted

3. Reasons for non-completion of development work: - The development work in the above mentioned residential colony on 45 Acres land sanctioned for residential plotted colony is on the verge of completion. In respect of the land admeasuring 5 acres earlier sanctioned for Group Housing out of the above stated licence, the company has applied for conversion of same in to plotted developed colony vide letter dated 20/01/2015. The approval in respect of the same is pending before your good office. Hence in respect 5 Acres amount deposited vide this letter for renewal fees at the rate of Group Housing instead of plotted development has been deposited under protest.

Thanking you,  
For AMD Estates Private Ltd.

  
(Authorised Signatory)



For Dharuhera licence Renewal fees



आह्वानकर्ता आईडीबी बैंक लिमिटेड / IDBI BANK LTD.  
 आह्वान सं. / Sr. No. # 21813

वैधता के लिए जारी की गई तिथि से  
 VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

दिनांक  
 Date

1 9 0 3 2 0 1 6  
 D M Y Y Y Y

On Demand Pay "DIRECTOR TOWN & COUNTRY PLANNING, HARYANA" को या उनके आदेश पर / OR ORDER  
 रुपये Rupees Forty Two Lakh Eighty One Thousand only प्राप्त मूल्य के लिए

₹ \*\*42,81,000.00

011301000010030

₹ \*\*42,81,000.00

\*\* Not Over INR. 42,81,000.00 \*\*

FOR VALUE RECEIVED.  
 आह्वानकर्ता के लिए जारी / For IDBI BANK LTD.

आह्वानकर्ता के लिए जारी  
 Authorised Signatory  
 आ. सं. / Sr. No.

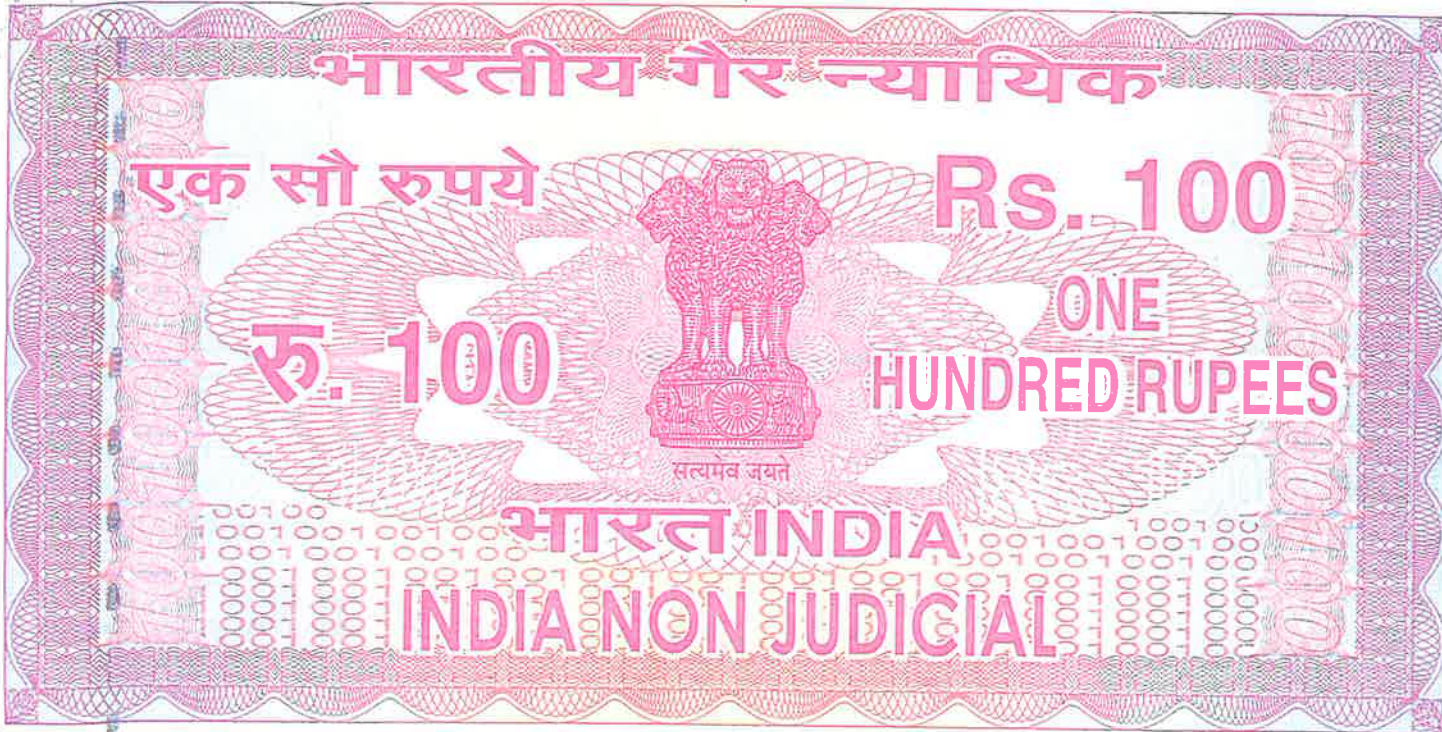
आह्वानकर्ता के लिए जारी  
 Authorised Signatory  
 आ. सं. / Sr. No.



⑈021813⑈ 000259000⑈ 001100⑈ 16

IDBI BANK LTD

1826  
27/12/2012



2-21-12  
3-7-12

दिल्ली DELHI

S 381530

**COLLABORATION AGREEMENT**

This **COLLABORATION AGREEMENT** is made and executed at New Delhi on the 20<sup>th</sup> day of April, 2012.

BETWEEN

**M/S AMD ESTATES PVT. LTD.**, a Company Incorporated under the Companies Act, 1956 and having its Registered Office at 515, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi-110001 through its authorized Signatory Mr. Ashish Pandit duly authorized vide board resolution of the Company dated 14<sup>th</sup> April, 2012, (hereinafter referred to as the "**FIRST PARTY**") of ONE PART

AND

**M/S LOTUS INFRAESTATES (P) LTD.**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1208-1208, 12<sup>th</sup> Floor, 21, Indraprakash, Barakhamba Road, New Delhi - 110001, through its Director Mr. Gurvinder Saini duly authorized vide board resolution of the Company dated 16<sup>th</sup> April, 2012 (hereinafter referred to as the "**SECOND PARTY**") of SECOND PART.

For LOTUS INFRAESTATES PVT. LTD.

AND

Director

For AMD Estates Pvt. Ltd.

For Pisces Merchandise Private Limited

Page 1 of 16

Authorized Signatory

Authorized Signatory

For Rex Builders Pvt. Ltd

For Image Promoters Pvt. Ltd.

Authorized Signatory,

Authorized Signatory

प्रलेख नः 1826

दिनांक 27/12/2012

डॉड संबंधी विवरण

डॉड का नाम AGREEMENT

तहसील/सब-तहसील धारूहेडा

गांव/शहर Gadhi Alawalpur

भवन का विवरण

भूमि का विवरण

धन संबंधी विवरण

राशि 0.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये

रजिस्ट्रेशन फीस की राशि 0.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

Drafted By: -

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 27/12/2012 दिन गुरुवार समय 4:28:00PM बजे श्री/श्रीमती/कुमारी M/s AMD Estates Pvt. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s AMD Estates Pvt. Ltd. Thru संजीव चौधरी(OTHER)

उप/संयुक्त पंजीयन अधिकारी  
धारूहेडा

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी बजरिये एम.एल.मेहता 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 होशियार सिंह नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी- निवासी महेश्वरी व श्री/श्रीमती/कुमारी रामातार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी जगमाल सिंह निवासी बोहड़ा खुद ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 27/12/2012

उप/संयुक्त पंजीयन अधिकारी  
धारूहेडा

1. REX BUILDERS PRIVATE LIMITED, a company incorporated under the companies Act 1956, having its registered office at 515, Tolstoy Marg, Connaught Place, New Delhi – 110001 through its authorized signatory Mr. Ashish Pandit duly authorized vide board resolution of the Company dated 12<sup>th</sup> April, 2012 2. IMAGE PROMOTERS PRIVATE LIMITED, a company incorporated under the companies Act 1956, having its registered office at 515, Tolstoy Marg, Connaught Place, New Delhi – 110001 through its authorized signatory Mr. Ashish Pandit duly authorized vide board resolution of the Company dated 12<sup>th</sup> April, 2012. 3. EPIC DEVELOPERS PRIVATE LIMITED, a company incorporated under the companies Act 1956, having its registered office 9, Tolstoy House, Tolstoy Marg, Connaught Place, New Delhi through its authorized signatory Mr. Ashish Pandit duly authorized vide board resolution of the Company dated 12<sup>th</sup> April, 2012 4. PISCES MERCHANDISE PRIVATE LIMITED, a company incorporated under the companies Act 1956, having its registered office at 25/2, New Sabzi Mandi, Ballabgarh, District Faridabad through its authorized signatory Mr. Ashish Pandit duly authorized vide board resolution of the Company dated 12<sup>th</sup> April, 2012.

(hereinafter collectively referred to as the "CONFIRMING PARTY") of OTHER PART.

The expression FIRST PARTY, SECOND PARTY & CONFIRMING PARTY shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include their respective successors, assignors, executors, legal and authorized representatives.

WHEREAS the Confirming Party between themselves own and hold all that agricultural land admeasuring 50.14375 acres situated in the revenue estate of Village Maheshwari & Garhi Alwalpur of Sub-tehsil Dharuhera, presently in sector 23 & 24 of Dharuhera, District Rewari in the State of Haryana (hereinafter referred to as the "said Land") purchased vide various Sale Deeds. The details of the said Land are mentioned in the annexure attached herewith as Schedule A. The First Party and Confirming Party have represented to the Second Party that the said Land is free from any charge, lien, litigation, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, joint venture or other encumbrance of any kind whatsoever.

AND WHEREAS the First Party for and on behalf of Confirming Party has obtained Letter of Intent for the development of said land as Integrated Township in the joint name of the Confirming Party and First Party vide Letter dated 5<sup>th</sup> October, 2011 from The Director, Town & Country Planning Haryana.

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

Authorised Signatory

For Pisces Merchandise Private Limited

Authorised Signatory

For Image Promoters Pvt. Ltd.

Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

(Gurinder Saini)  
Director

Page 2 of 16

For EPIC DEVELOPERS PVT. LTD.

Authorised Signatory

**AND WHEREAS** the Second Party is a developer of repute having requisite experience, expertise, manpower and resources in real estate development, constructions and group housing projects.

**AND WHEREAS** the Second Party has approached the First Party with the proposal to develop an "Integrated Township Project" on the said Land comprising of developed plots, Villas, Row Houses, Commercial, Facilities and Services (hereinafter referred to as "said Project") as per the licenses obtained, from the competent authorities under the Government of Haryana to which the First Party has agreed.

**AND WHEREAS** in the mean while, the Second Party has demanded and the First Party has answered all requisitions raised by the Second Party regarding the title and nature of title of the First Party in the said land and the Second Party has satisfied itself and has carried out inspection of all title documents pertaining to the said Land.

**AND WHEREAS** both the parties have mutually decided and are now desirous of collaborating with each other to execute and complete the work of development of the said Project on the said Land on the mutually discussed and agreed terms and conditions as mentioned hereunder.

**NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

- (1) That the subject matter of this Collaboration Agreement between the First Party and the Second Party is the said Land admeasuring **50.14375 acres situated in the revenue estate of Village Maheshwari & Garhi Alwalpur of Sub-tehsil Dharuhera, presently in sector 23 & 24 of Dharuhera, District Rewari in the State of Haryana** for purposes of development of the said Project on Collaboration basis and sharing revenue of developed plots and FSI under the said Project in the ratio as provided hereinafter in this Agreement.
- (2) The Second Party has paid a sum of Rs.1,00,000/- (Rupees One Lac only) vide cheque No 208888 dated 20<sup>th</sup> April 2012 drawn on IDBI Bank, New Friends Colony, New Delhi to the First Party as interest free refundable security deposit on signing of this agreement, the receipt whereof the First Party hereby admits and acknowledges.
- (3) That the Second Party undertakes to develop the said Project on the said Land at its own cost and expenses. It is agreed that the Second Party shall carry out the

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

Authorised Signatory

For Pisces Merchandise Private Limited

Authorised Signatory

For Image Promoters Pvt. Ltd.

Authorised Signatory

For LOTUS INFRAESTATES PVT LTD

(Gurvirinder Gauri)  
Director

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For EPIC DEVELOPERS PVT. LTD.

Authorised Signatory



development as per the conditions on which the licenses have been granted by the DTCP and further as per the applicable laws in this regard. It is further agreed between the Parties that any other permissions, approvals, sanctions, renewals or clearances etc. required for the development of the said Land under said Project in the manner and within the time period specified herein, shall be obtained by the Second Party at its cost & expenses.

- (4) That all applications for License/CLU/sanctions/approvals, etc., as aforesaid, have been made jointly in the name of the First Party & Confirming Party and further renewals/approvals shall also be followed in the similar fashion by the Second Party or its representatives with the concerned regulatory authorities under the State of Haryana.
- (5) That the First Party and Confirming Party agree to give General Power of Attorney to the Second Party and/or its nominee authorizing the Second Party and its nominated representatives to sign, submit and follow up all applications, forms, affidavits, undertakings, guarantees etc., whatever may be required now onwards in respect of License/CLU, water, sewerage and electricity connections or any other facility or amenity for and in connection with the development of the said Land. It is also agreed that the First Party and Confirming Party shall also sign and execute all such papers, documents, letters, affidavits, undertakings etc., as may be required for purposes of amendment/renewal of the License etc., for development of the said Land.
- (6) The First Party and Confirming Party shall execute and sign Power of Attorney in favour of the Second Party to enable the Second Party to sign Agreement for sale/Agreement for Lease/Buyer's Agreement in favour of prospective buyers/tenants/Licensees. It is agreed that all such sales and bookings etc. shall be executed by the second party.
- (7) That it is agreed that First Party shall provide to the Second Party copies of all the applications, affidavits, undertakings, etc. filed by the First Party with the concerned regulatory authorities for approvals, sanctions, clearances or No objections, etc. for and in connection with the development of said Project on the said Land for purposes of record of the Second Party.

For AMD Estates Pvt. Ltd.

Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

For Rex Builders Pvt. Ltd

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For Pisces Merchandise Private Limited

Authorised Signatory

Authorised Signatory

- (8) That the Second Party agrees and undertakes to develop the said Project on the said Land, as agreed herein, with its own finances, funds, resources, manpower, etc., according to the drawing, plans and designs, to be prepared by the recognized Planners and Architects and approved and sanctioned by the Director, Town & Country Planning, Haryana. Further the second party shall prepare the layout/designs in consultation with the first party.
- (9) That the cost of development of the said Project on the said Land including all civil works, drinking water supply, sanitation, plumbing work, electrical installations, open air parking, basement parking, landscape, boundary wall, gates and/or other requirements, provisions etc. shall be borne and met by the Second Party exclusively.
- (10) That the Second Party shall, subject to FORCE MAJEURE circumstances, complete the development of the said Land within a period of 36 (Thirty Six) months from the date of zoning of Land. If, however, for any reason Second Party is unable to complete the development of within the said period of 36 (Thirty Six) months as stipulated hereinabove, the time period for development of said Land shall be extended by a period of six months. Provided that if the development is not completed even within this extended time, despite there existing no Force Majeure circumstances, then in such event, the Second Party shall pay compensation to the First Party @Rs.5,00,000/- (Rupees Five lacs only) for every month of delay. However, if the delay continues beyond six months after the expiry of the extended time period, the First Party shall have the right but not an obligation either to terminate this agreement or to complete the unfinished work of development of the said Project on the said Land at the cost and expenses of the Second Party and recover the same out of the Second Party's share in the sale proceeds of the developed saleable areas in the said Project. Further in such event the Second Party's Share as defined under this agreement shall be reduced to that ratio.
- (11) All government charges till the stage of obtaining license including license fees, conversion charges, scrutiny fee etc. whether paid or to be paid shall be borne by the First Party. All bank guarantees shall be submitted by First Party and charges thereof including renewal charges shall be borne by the First Party.

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

Authorised Signatory

For Pisces Merchandise Private Limited

Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

(Gurvinder Saini)  
Directo

For Image Promoters Pvt. Ltd.

Authorised Signatory

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For EPIC DEVELOPERS PVT. LTD.

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- (12) That the Second Party undertakes to pay the DTCP the entire external development charges, Infrastructure development charges or any other charge of such nature including interest and penalty, if any, payable to the Town and Country Planning Department, Haryana or any other concerned department or authority in respect of Infrastructure and External Development charges.
- (13) That the Second Party shall carry out development of the said Project contemplated herein on the said Land strictly in accordance with the Zoning Plans approvals by the concerned regulatory authorities and as per the byelaws, rules, regulations, guidelines applicable to the area in general.
- (14) That the second party shall be entitled to engage architects, engineers, consultants and workmen for planning, development and selling & marketing of the said project in consultation with the First party and all their emoluments. Fees, charges shall be borne and paid by the second party. The Second Party shall be responsible for observance / compliance of all the rules and regulations governing employment of such workmen and payment of their wages and/ or dues.
- (15) That it is agreed between the Parties hereto that the revenue realized from sale of the developed, salable area shall be shared between the Parties in following ratio;

FIRST PARTY & CONFIRMING PARTY (OWNER)	70% (Seventy percent) of the total revenue (net of brokerage) pertaining to land portion from developed & saleable areas except the revenue from sale-able super area for the Group Housing Project.
SECOND PARTY (DEVELOPER)	30% (Thirty percent) of the total revenue (net of brokerage) pertaining to land portion from developed & saleable areas plus entire revenue of the sale able area of Group Housing Project.

For avoidance of doubt, it is clarified that the developed saleble area shall means and include developed plots and all other areas like schools, club, commercial area for amenities and services etc., and the sharing ratio shall be applicable for all the above saleble areas however restricted to the land rights only, in the proportion mentioned above. A specimen working is enclosed as Schedule B

For AMD Estates Pvt. Ltd. For LOTUS INFRAESTATES PVT. LTD.  
 Authorised Signatory (Gurvinder Saini)  
Director

For Pisces Merchandise Private Limited Page 6 of 16  
 Authorised Signatory

For Rex Builders Pvt. Ltd. DEVELOPERS PVT. LTD.  
 Authorised Signatory Authorised Signatory

For Image Promoters Pvt. Ltd.  
 Authorised Signatory

However, if both the parties mutually agree to construct and sell the developed saleable area (excluding Group Housing) which shall mean and include developed plots and all other areas like schools, clubs, commercial area for amenities and services etc. Therein then sharing ratio of revenue realized shall be mutually decided by the both parties.

- (16) That the party of the Second Part Part will open a bank account namely Lotus Infraestates Pvt. Ltd. – Green City Dharuhera both at New Delhi and Dharuhera with any of the Scheduled bank with representation of both the parties and it would be jointly operated by the representatives of both the parties. In this account the complete funds received by the party of the Second Part from the customers would be deposited and the funds in agreed proportion belonging to the party of the First Part would get transferred at predetermined intervals to the First Party in their separate bank account held in the sole name of the party of First Part.
- (17) The sale and marketing of the developed and saleable area under the project shall be undertaken by the Second Party in consultation with the First Party. The decision regarding fixing of launching of the Project, pricing, no of units to be put up for sale, planning of the project shall be taken by the Second Party in consultation with the First Party.  
It is further agreed and understood between the parties that the advertisement and marketing cost shall be borne and paid by the second party
- (18) The parties of this agreement will reconcile their accounts on monthly basis in respect of transfer of funds in agreed proportions. The Second Party shall provide to the First Party periodically, at the interval of 15 days, sale report in a prescribed agreed format.
- (19) The Second Party may in consultation with First Party shall be entitled to obtain any amendment and/or renewal in sanction/approval of layout plan, building plan, completion certificate etc. as required under law for the development construction, compounding and completion of Integrated Township and to submit all undertakings, agreements, affidavits, declarations, applications, bonds etc. for this purpose. The Second Party on the basis of this Agreement shall be entitled to sign, verify, file, submit and furnish all applications and documents before various authorities in Dharuhera and Chandigarh such like Haryana Urban Development Authority,

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

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For LOTUS INFRAESTATES PVT. LTD.

(Gurinder Saini)  
Director

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FOR REX BUILDERS PVT. LTD.

Authorised Signatory

Director, Town and Country Planning, Haryana, Dakshin Haryana Bijli Vitran Nigam Ltd., Municipal authorities etc.

- (20) The Second Party shall keep the First Party harmless and indemnified against any claim, action, demand, liability, civil or criminal arising out of any act of omission and/or commission of the Second Party in execution and implementation of development and construction of the said Project on the said land including but not limited to breach of any provision/ obligation under the Workmen Compensation Act, 1923, the Employees Provident Fund Act, 1952 and/or the Contract Labour (Abolition & Regulation) Act, 1970 and shall also be liable to reimburse to the First Part any damages, fees, costs and expenses (including attorney's fees and expenses) incurred in consequence thereto.
- (21) Second Party may at its own costs obtain necessary insurance policies with respect to structure(s), men, machine, material, fixture or fittings for the said project. First Party shall have no right or claim under such policy.
- (22) It is agreed between the parties hereto that the Second Party performing all its obligations and responsibilities herein stipulated, possession of the said Land delivered/handed over to the Second Party for the purpose of the aforementioned development of the said Project shall not be disturbed nor any interference shall be caused by the First Party/Confirming Party and/or any one claiming under them or in trust. It is clarified that the ownership in the said Land shall continue to vest exclusively in the First Party/Confirming Party and Second Party shall not claim any title in the said land or any part thereof before successful completion of the said Project as provided herein.
- (23) That no changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
- (24) That the parties hereto 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 written consent of the other parties.
- (25) That this Agreement is not and shall not, however, be deemed to be construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other.

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

Authorised Signatory

For Pisces Merchandise Private Limited

Authorised Signatory

For Image Promoters Pvt. Ltd.

Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

(Gurvinder Saini)  
Directo

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For EPIC DEVELOPERS PVT. LTD.

Authorised Signatory

- (26) Parties of this agreement shall separately and independently deal with their Income Tax matter at their respective risks and costs. However the parties shall co-operate with each other in case need for such co-operation arises.
- (27) That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably in 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.
- (28) All communications/notices between the parties sent through Registered Post A/D or against receipt by hand at the addresses of the parties given above shall be deemed to be proper notice/communication.
- (29) Both the parties hereto agree and undertake to sign and execute all such further deeds, documents and writings as may be required to give full effect to this agreement. This agreement shall be deemed to have been acted upon by parties hereto, with effect from the date of execution of this agreement.
- (30) That this Collaboration Agreement is being executed in duplicate. Each copy hereof shall be treated as original and one copy each shall be retained by each party hereto.
- (31) That all disputes and differences, arising out of or in connection with this Agreement shall be attempted to be resolved mutually through negotiations between the Parties failing which the same shall be referred to and decided by three Arbitrators, one to be appointed by each Party and the Presiding Arbitrator to be nominated by the said two Arbitrators. The decision of the Arbitrators shall be final and binding on the Parties. The provisions of Arbitration & Conciliation Act, 1996 or statutory modifications made there under shall be applicable to such arbitration proceedings. The venue of arbitration shall be at New Delhi or such other place as the Arbitral Tribunal may decide.

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

Authorised Signatory

For EPIC DEVELOPERS PVT. LTD.

Authorised Signatory

For Pisces Merchandise Private Limited

Authorised Signatory

For Image Promoters Pvt. Ltd.

Authorised Signatory

For LOTUS INFRAESTATES PVT. LTD.

(Gurvirinder Saini)  
Director

**DETAILS OF LAND**  
**As per Schedule A attached.**

**IN THE WITNESS WHEREOF**, the parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses:-

SIGNED AND DELIVERED BY  
WITHIN NAMED FIRST PARTY  
**M/S AMD ESTATES PVT. LTD.**  
through its Autorised Signatories  
Mr. Ashish Pandit

For AMD Estates Pvt. Ltd,  
  
Authorised Signatory

SIGNED AND DELIVERED BY  
WITHIN NAMED SECOND PARTY  
**M/S LOTUS INFRAESTATES (P) LTD.**  
through its Director  
Mr. Gurvinder Saini

For LOTUS INFRAESTATES PVT. LTD.  
  
(Gurvinder Saini)  
Director

SIGNED AND DELIVERED BY  
WITHIN NAMED CONFIRMING PARTY

1. **REX BUILDERS PRIVATE LIMITED**,  
through its Authorized Signatory  
Mr. Ashish Pandit
2. **IMAGE PROMOTERS PRIVATE LIMITED**,  
through its Authorized Signatory  
Mr. Ashish Pandit
3. **EPIC DEVELOPERS PRIVATE LIMITED**,  
through its Authorized Signatory  
Mr. Ashish Pandit
4. **PISCES MERCHANDISE PRIVATE LIMITED**,  
through its Authorized Signatory  
Mr. Ashish Pandit

For Rex Builders Pvt. Ltd  
  
Authorised Signatory

For Image Promoters Pvt. Ltd.  
  
Authorised Signatory

For EPIC DEVELOPERS PVT. LTD.  
  
Authorised Signatory

For Pisces Merchandise Private Limited  
  
Authorised Signatory

WITNESSES:

- 1.

**SCHEDULE A**

**Forming part of Collaboration Agreement**

**1 M/s Rex Builders Pvt. Ltd.**

Village	Rect No.	Killa No.	Area	
			Kanal	Marla
Maheswari	5	15	3	19
		16	7	6
		18	7	5
		23	8	0
		24	8	0
		25	8	0
	9	10	2	14
		11	8	0
	10	4	7	5
		6	7	3
		7	8	0
		8/1	3	18
		13	8	0
		14	8	0
		15	8	0
	11	3	8	0
		4	8	0
		<b>Total</b>	<b>119</b>	<b>10</b>

For AMD Estates Pvt. Ltd.

Authorized Signatory

For Rex Builders Pvt. Ltd.

Authorized Signatory

For Pisces Merchandise Private Limited.

Authorized Signatory

For Image Promoters Pvt. Ltd.

Authorized Signatory

For LOTUS INFRAESTATES PVT. LTD.

(Gurvinder Saini)  
Director

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For EPIC DEVELOPERS PVT. LTD.

Authorized Signatory



2. M/s IMAGE PROMOTERS PVT.LTD.

Village	Rect No.	Killa No.	Area	
			Kanal	Marla
Maheswari	6	16/2	0	11
		17/2	2	9
		24	8	0
	5	19	6	12
		21	2	12
		22	8	0
	11	1	6	5
		2	8	0
		9	8	0
		10	8	0
		15/3	2	10
	12	6	2	11
Garhi Alawalpur	25	1/2	1	12
	26	1 min	2	11
		2	8	0
		3/2	7	12
		4	8	0
		5/2	7	11
		9 min	6	19

For AMD Estates Pvt. Ltd.

Authorized Signatory

For Rex Builders Pvt. Ltd

Authorized Signatory

For Pisces Merchandise Private Limited

Authorized Signatory

For Image Promoters Pvt. Ltd.

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For LOTUS INFRAESTATES PVT. LTD.

(Gurinder Saini)  
Director

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For EPIC DEVELOPERS PVT. LTD.

Authorized Signatory

		10 min	0	2
		<b>Total</b>	<b>105</b>	<b>17</b>

3. M/s AMD Estate Pvt. Ltd.

Village	Rect No.	Killa No.	Area	
			Kanal	Marla
Maheswari	6	21	7	7
		22	7	7
		23	6	16
	10	1	8	0
		2	8	0
		3	7	1
		8/2	3	2
		9	8	0
		10	8	0
		11	6	16
		12	4	8
		26	3	16
	11	5	8	0
		6	8	0
		15/1	2	18
		26	2	2
Garhi Alawalpur	23	6	7	14

For AMD Estates Pvt. Ltd.

Authorized Signatory

For Pisces Merchandise Private Limited.

Authorized Signatory

For LOTUS INFRAESTATES PVT. LTD.

(Gurvinder Saini)  
Director

For Rex Builders Pvt. Ltd

Authorized Signatory

For Image Promoters Pvt. Ltd.

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For EPIC DEVELOPERS PVT. LTD.

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		7	8	0
Garhi Alawalpur	23	8	8	0
		9/1	2	16
		14	8	0
		15	4	6
		17	6	17
		<b>Total</b>	<b>145</b>	<b>6</b>

4. M/s EPIC DEVELOPERS PVT.LTD.

Village	Rect No.	Killa No.	Area	
			Kanal	Marla
Maheswari	6	4/2 min	2	6
		6/2 min	0	2
		6/3 min	0	4
		6/4 min	0	4
		7/1 min	1	11
		7/2 min	3	19
		7/3	1	11
		7/4	0	13
		14/1	5	16
		14/2	2	4
		15/1 min	2	15
		15/2	1	4

For AMD Estates Pvt. Ltd.

Authorised Signatory

For Rex Builders Pvt. Ltd

Authorised Signatory

For Pisces Merchandise Private Limited

Authorised Signatory

For Image Promoters Pvt. Ltd.

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For LOTUS INFRAESTATES PVT. LTD.

(Gurvinder Saini)  
Director

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For EPIC DEVELOPERS PVT. LTD.

Authorised Signatory

		16/1	2	3
		17/1	5	11
		<b>Total</b>	<b>30</b>	<b>2</b>

**5. M/S PISCES MERCHANDISE PVT.LTD.**

Village	Rect No.	Killa No.	Area	
			Kanal	Marla
Garhi Alawalpur	26	3/1	0	8
		<b>Total</b>	<b>0</b>	<b>8</b>

For AMD Estates Pvt. Ltd.

Authorized Signatory

For Pisces Merchandise Private Limited

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For LOTUS INFRAESTATES PVT. LTD.

(Gurvinder Saini)  
Director

**SCHEDULE B**  
**Forming part of Collaboration Agreement**

**Sample Exhibit for Distribution of various revenues**

**In respect of Plots:**

S.No.	Particulars	Rate (Net of Brokerage)	Amount (in Rs.)	Sharing Ratio (%) FP : SP	Sharing Amount (in Rs.)	
					First Party (FP)	Second Party (SP)
1	Area of Salable Plot = 100 Sq. Yds. (Basic Sales Price)	15000/- per Sq. Yd.	15,00,000/-	70 : 30	10,50,000/-	4,50,000/-
2	Preferential Location Charges (PLC) @ 10% of Basic Sales Price	1500/- per Sq. Yd.	1,50,000/-	70 : 30	1,05,000/-	45,000/-
3	External Development Charges (100% to Second Party)	1000/- per Sq. Yd	1,00,000/-	0 : 100	Nil	1,00,000/-
4	Infrastructure Development Charges (100% to Second Party)	500/- per Sq. Yd	50,000/-	0 : 100	Nil	50,000/-
5.	Club Membership Charge	Lumpsum	1,00,000/-	70 : 30	70,000/-	30,000/-
6.	Sewerage/Electricity connection Charges	Lumpsum	50,000/-			50,000/-

The sale-able super area in multi-storied Group Housing Project by way of apartments of various types and sizes, with in the Integrated Township and additional charges thereon would be completely kept by the party of the Second Part and would not be shared with party of the First Part. EDC & IDC to be paid by the Party of the Second Part and collected from the customers by the Second Party to the tune of EDC & IDC as claimed by the DT&CP. Any collection of EDC & IDC over and above, paid amount shall be disclosed by the second party to the first party and share it in revenue sharing ratio i.e. 70:30 between the first party and the second party.

**For AMD Estates Pvt. Ltd.**

Authorised Signatory

**For Rex Builders Pvt. Ltd**

Authorised Signatory

**For Pisces Merchandise Private Limited**

Authorised Signatory

**For Image Promoters Pvt. Ltd.**

Authorised Signatory

**For LOTUS INFRAESTATES PVT. LTD.**

(Gurinder Saini)  
Director

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**OPIC DEVELOPERS PVT. LTD**

Authorised Signatory

Reg. No.

Reg. Year

Book No.

1,826

2012-2013

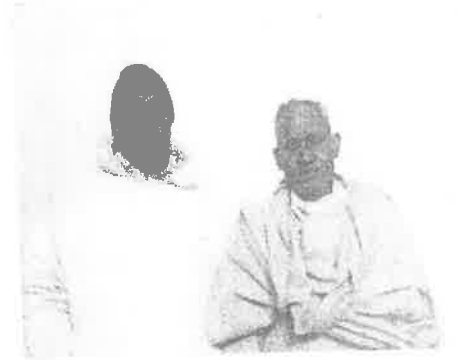
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पेशकर्ता



दावेदार



गवाह

पेशकर्ता	Thru संजीव चौधरी		
दावेदार	बजरिये एम.एल.मेहता		
गवाह	होशियार सिंह नम्बरदार		
गवाह	रामौतार		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,826 आज दिनांक 27/12/2012 को बही नः 1 जिल्द नः 41 के पृष्ठ नः 59 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 1,245 के पृष्ठ सख्या 8 से 23 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 27/12/2012

उप/सयुक्त पंजीयन अधिकारी  
धारुहेडा