

Date: 11.11.2022

To,

**The Haryana Real Estate Regulatory Authority,
Mini Secretariat, New Office Block, 2nd & 3rd Floor
Sector-1, Panchkula-134114**

**Subject: Clarification in respect to Collaboration agreement(s) all dated 14th May, 2005
("Collaboration Agreement(s))"**

**Ref: Registration for commercial plotted colony namely "Eldeco Plaza" at Panipat,
Haryana ("Project")**

Respected Sir,

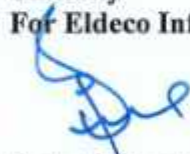
This is in reference to the subject matter, the Promoter is developing a commercial plotted colony on the land admeasuring 0.903 acres at Panipat, Haryana ("said Land") and the Said Land forms part of land for which the Promoter has entered into the Collaboration Agreement(s).

Further, we wish to inform you that the collaboration agreement(s) were executed during year 2005 and during that time, it was not mandatory for the registration of the documents/agreements.

You are requested to kindly take the same on record.

Thanking You

Sincerely
For Eldeco Infrastructure and Properties Limited



**Sujeet Tripathi
Authorised Signatory**

Eldeco Infrastructure & Properties Ltd.



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COLLABORATION AGREEMENT

334106

THIS COLLABORATION AGREEMENT is made and executed at New Delhi on the 14th day of May, 2005

BETWEEN

M/s Eldeco Infrastructure & Properties Ltd., a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its authorized signatory Mr. Rishi Kapoor (hereinafter referred to as the "FIRST PARTY") of FIRST PART

AND

M/s Adhikari Finvest (P) Ltd. a company incorporated under the Companies Act 1956 and having its registered office at SF-1, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its duly authorized signatory Mr. Rajesh Taneja (hereinafter referred to as the "SECOND PARTY") of OTHER PART

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

WHEREAS the First Party is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.

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Rajesh Taneja

14/05/2005
 Mr. Rishi Kapoor
 Authorized Signatory
 M/s Eldeco Infrastructure & Properties Ltd.

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AND WHEREAS the First Party has represented that it is in the process of acquiring approx. 93 Acres of land on the NH-1 situated in villages Shimla Maulana and Nizampur Tehsil & District Panipat, Haryana in its own name and in the name of its subsidiary companies for developing a residential township project (hereinafter referred to as the "said Project")

AND WHEREAS the Second Party has represented to the First Party that it has purchased about 13.9875 acres of land in Village Nizampur as per the Schedule of Property annexed herewith and mentioned as Annexure-1 (hereinafter referred to as the "said Land")

AND WHEREAS the First Party has verified that the Second Party has clear right, title and interest on the said Land and the said Land is free from any encumbrances, charges, lien, attachment, lis-pendence etc.

AND WHEREAS the Second Party has approached the First Party and has expressed its willingness to collaborate in the said Project and has agreed to contribute its said Land for the said Project and has requested the First Party to enter into a Collaboration Agreement to develop the said Land as part of the proposed residential Project of the First Party.

AND WHEREAS the First Party has agreed to enter into the Collaboration Agreement and include the said Land into its Project.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

1. The Second Party shall hand over the possession of the said Land and shall hand over the original title deeds of the said Land to the First Party upon signing of this agreement for the purpose of applying for license for developing the said Project.
2. That on receipt of possession of the said Land given by the Second Party to the First Party, it will be incumbent upon First Party to immediately enter upon the said Land for taking up the development activity so as to complete the development of the said Project within the prescribed time as per the spirit of this Agreement. Further, the Second Party shall execute a registered Power of Attorney in favour of the First Party and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:

(Signature)

(Signature)

- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority for the implementation of the objects of this Collaboration Agreement
- ii) Conduct advertisement for launching / promotion of Project,
- iii) Booking of the saleable areas of project either by itself or through its brokers, issue letter of allotment and execute Buyer's Agreement with the prospective buyers, dealing with books, financial instruments etc.
- iv) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike

The said attorney(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney will also include the right to initiate/defend legal cases for the protection of the titles and the possession of the said Land and the said Power of Attorney shall be executed and registered simultaneously with the execution of this agreement. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Second Party for obtaining any requisite approval, the same shall also be signed by Second Party without delay.

3. The First Party shall get the layout plan of the said Project from the concerned authority in consonance with the rules and regulations as laid down in the relevant Act in this regard and shall take prior concurrence of the Second Party before submitting the layout plan for approval by the concerned authority.
4. That the First Party shall launch the entire project for sale within a period of one month from the receipt of sanctions and approvals of the Project from the authority concerned.
5. That the share of the Second Party in the sanctioned / developed / saleable area shall be in the ratio of 600 sq.yards of residential plotted area for per acre of agricultural land contributed for the said Project. The balance developed/saleable area shall belong to the First Party.
6. That the list of residential plots falling to the share of the Second Party shall be provided to the Second Party at the time of launching of the project. Such plots falling in the said list and belonging to the Second Party shall hereinafter referred to as the "said Plots". The First Party shall apprise the Second Party regarding the progress of development of the said Project besides providing the weekly booking information as to the no. of plots (belonging to the Second Party). The sale proceeds received on account of the said plots shall be received in an Escrow Account opened in the name of the Project. The Second Party hereby agrees to pay the proportionate brokerage charges wherever applicable for the sale of its share of the plots. After adjustments of

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the expenses as aforesaid, the First Party shall immediately transfer the balance amount to the Second Party.

7. That the Second Party shall authorize the First Party through the aforesaid Power of Attorney to execute, sign and present for registration before proper registering authority, proper sale/conveyance deed for conveying the right, interests, liens and titles in the said Plot or any part thereof, in favour of the intending purchaser(s) and for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his/her nominee(s) to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser or to his or her nominee(s) either physical or constructive, as may be feasible. The First Party shall exercise these powers after making proportionate payment to the Second Party against its share. The Second Party shall convey its no objection to the First Party for exercising these powers in respect of said plots based on proportionate consideration received by it from the First Party from time to time.
8. That it shall be the responsibility of the First Party to make the payment of entire sale consideration of the share of the Second Party within a Period of 18 to 21 months from the date of launching of the Project.
9. It is specifically agreed that First Party alone shall be responsible and liable for any damages to development of the plot(s) and any other mishaps during development including injuries, if any, to workmen, Second Party shall be kept indemnified against any such loss arising out of such mishaps/accidents. Further, it is expressly agreed by First Party that it shall always keep Second Party indemnified against any loss or damage that may be caused to Second Party on account of legal proceedings, litigations of prospective buyer(s) of the plot(s) and ancillary work of Project if such legal proceedings arise out of any breach/default of First Party's contractual obligations with such buyer(s) of the plot(s) in Project.
10. That the First party shall be entitled to engage architects, engineers, consultants and workmen for planning and completion of the said Project and all their emoluments, fees, charges shall be borne and paid by it. First Party shall be responsible for observance/compliance of all the rules and regulations governing employment of such workmen and payment of their wages or other dues. Second Party shall be kept indemnified in this regard.
11. That the possession of the said Land for carrying out development work will be handed over to the First Party immediately on signing of this Agreement. The First Party undertakes to develop the said Land at its own cost, expenses and resources. The physical possession of the said Land shall remain under the sole custody of the First Party and in the vent of any dispute arising with any party relating to title

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possession and/or tenancies pertaining to the said Lands in question including any dispute inter-se Land Owners, the same shall be settled by the First Party at its own costs, risks & responsibilities.

12. The Second Party for any reasons whatsoever shall not disturb the possession of the Land once delivered/handed over to the First Party for the purpose aforementioned.
13. The First Party shall be entitled to raise loans in their own name from the bank / financial institutions for development of the Project. There shall be no liability on the Second Party for re-payment of the loans or any interest thereon.
14. Maintenance and management of the Project shall be done either by the First Party or by a reputed agency appointed by the First Party that would be engaged for maintenance of the said Project. Separate Maintenance Agreements shall be entered between the prospective buyers of each saleable unit with the Maintenance Agency. Maintenance charges would be payable by such buyer of the sold units of the Project as would be demanded by the First Party or by the nominated Maintenance Agency.
15. That on receipt of its share of the total sale proceeds arising out of the said Project, Second Party shall have no financial relationship with the said project and First Party shall be solely responsible for the maintenance and upkeep of the project.
16. Second Party shall execute such documents as required for the purpose of entering into sale agreements, conveyance deeds and other requisite documents with the prospective buyers. The nature of documentation shall be in accordance with the mutually agreed terms and conditions and as per prevailing practice.
17. That the Second Party declares that it has not created any charge on the said Land and undertakes not to create any mortgage, charge on the said Land hereafter.
18. That the stamp duty, registration charges and other cost if any levied or leviable on this Agreement shall be shared between the parties in the ratio of the sharing of sale proceeds under the terms of this Agreement.
19. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
20. 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 prior written consent of the other party.

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21. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to terms of this Agreement.
22. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all covenants herein contained this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
23. 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.
24. 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.
25. The parties herein have come together under this Agreement for the mutual benefit of each other. Hence, each party is bound to carry out this objective in its true spirit. In the event of the losses occurring to be one party due to any fault or breach committed by the other party, such losses shall be indemnified by the party committing such breach/default to the affected party.
26. That once the development work of the said Land has been undertaken by the First Party this Collaboration Agreement shall not be cancelled by the Second Party unless mutually agreed by both the parties.
27. Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay on omission in the exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
28. All communications/notices between the parties sent through Registered Post A/D or against receipt by had at the addresses of the parties given above shall be deemed to be proper notice/communication.
29. It is hereby expressly agreed by the parties hereto that none of the parties shall take any step or action which may jeopardize the project in question and none of the

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SCHEDULE OF PROPERTY

LAND OF M/S ADHIKARI FINVEST (P) LTD. IN VILLAGE NIZAMPUR, TEHSIL & DIST. PANIPAT, HARYANA

| Village | Khwat No. / Khata No. | Khasra No. | Total Area (B-B-B) | | | Area Taken (B-B-B) | | | Acre | |
|----------|--------------------------|------------------|--------------------|------------|------------|--------------------|-----------|-----------|-----------|-----------|
| | | | | | | | | | | |
| Nizampur | 18 MIN / 78 | 537/2 | 1 | 16 | 0 | 1 | 16 | 0 | 0.75 | |
| | | 538/2 | 1 | 16 | 0 | 1 | 16 | 0 | | |
| | | Sub-Total | 3 | 12 | 0 | 3 | 12 | 0 | | |
| Nizampur | 18 MIN/81 MIN | 537/1 | 0 | 12 | 0 | 0 | 12 | 0 | 0.7708333 | |
| | | 538/1 | 0 | 15 | 0 | 0 | 15 | 0 | | |
| | | 547/2 | 1 | 4 | 0 | 1 | 4 | 0 | | |
| | | 548/2 | 1 | 3 | 0 | 1 | 3 | 0 | | |
| | | Sub-Total | 3 | 14 | 0 | 3 | 14 | 0 | | |
| Nizampur | 40/115 MIN | 633 | 2 | 14 | 0 | 0.14 | 1.00 | 0.00 | 0.8229167 | |
| | 40/116 MIN | 634 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | 40/117 | 637 | 2 | 2 | 0 | 0.14 | 0.14 | 0.00 | | |
| | 40/118 | 638 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | 40/119 MIN | 639 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | 40/120 | 640 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 641 | 0 | 13 | 0 | 0.00 | 1.07 | 0.00 | | |
| | | 642 | 1 | 19 | 0 | 0.07 | 1.36 | 0.00 | | |
| | | 644 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 645 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 647 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 648 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 651 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 652 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 653 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | 678 | 1 | 19 | 0 | 0.07 | 1.36 | 0.00 | | |
| | | 619/1/1 | 1 | 8 | 0 | 0.07 | 0.57 | 0.00 | | |
| | | 619/1/2 | 1 | 5 | 0 | 0.07 | 0.36 | 0.00 | | |
| | | 620/1 | 0 | 18 | 0 | 0.00 | 1.29 | 0.00 | | |
| | | 620/2 | 0 | 18 | 0 | 0.00 | 1.29 | 0.00 | | |
| | | 649/1 | 1 | 19 | 0 | 0.07 | 1.36 | 0.00 | | |
| | | 650/1 | 0 | 15 | 0 | 0.00 | 1.07 | 0.00 | | |
| | | 676/2 | 2 | 14 | 0 | 0.14 | 1.00 | 0.00 | | |
| | | 677/2 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 | | |
| | | Sub-Total | 55 | 6 | 0 | 3 | 19 | 0 | | |
| Nizampur | 44/124 MIN | 535 (M)North | 2 | 13 | 12 | 2 | 13 | 12 | 11.64375 | |
| | | 536 (M)North | 2 | 13 | 12 | 2 | 13 | 12 | | |
| | | 551 | 1 | 13 | 0 | 1 | 13 | 0 | | |
| | | 552 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 553 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 554 | 2 | 14 | 0 | 2 | 14 | 0 | | |
| | | 555 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 556 | 3 | 15 | 0 | 3 | 15 | 0 | | |
| | | 557 | 2 | 2 | 0 | 2 | 2 | 0 | | |
| | | 558 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 559 (M)North | 2 | 13 | 12 | 2 | 13 | 12 | | |
| | | 578 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 579 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 580 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 581 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 582 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 583 | 2 | 2 | 0 | 2 | 2 | 0 | | |
| | | 584 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 585 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 586/1 | 2 | 11 | 0 | 2 | 11 | 0 | | |
| | | | Sub-Total | 51 | 96 | 36 | 55 | 17 | | 16 |
| | | | Total | 112 | 128 | 36 | 64 | 62 | | 16 |
| | | | Grand Total | 118 | 8 | 16 | 67 | 2 | | 16 |

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COLLABORATION AGREEMENT

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THIS COLLABORATION AGREEMENT is made and executed at New Delhi on the 14th day of May, 2005

BETWEEN

M/s Eldeco Infrastructure & Properties Ltd., a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its authorized signatory Mr. Rishi Kapoor (hereinafter referred to as the "FIRST PARTY") of FIRST PART

AND

M/s A.P. Projects (P) Ltd. a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its duly authorized signatory Mr. Rajendra Baswal (hereinafter referred to as the "SECOND PARTY") of OTHER PART

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

WHEREAS the First Party is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.



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Rajendra Baswal

ATTESTED

AND WHEREAS the First Party has represented that it is in the process of acquiring approx. 93 Acres of land on the NH-1 situated in villages Shimla Maulana and Nizampur Tehsil & District Panipat, Haryana in its own name and in the name of its subsidiary companies for developing a residential township project (hereinafter referred to as the "said Project")

AND WHEREAS the Second Party has represented to the First Party that it has purchased about 9.625 acres of land in Villages Shimla Maulana & Nizampur as per the Schedule of Property annexed herewith and mentioned as Annexure-1 (hereinafter referred to as the "said Land")

AND WHEREAS the First Party has verified that the Second Party has clear right, title and interest on the said Land and the said Land is free from any encumbrances, charges, lien, attachment, lis-pendence etc.

AND WHEREAS the Second Party has approached the First Party and has expressed its willingness to collaborate in the said Project and has agreed to contribute its said Land for the said Project and has requested the First Party to enter into a Collaboration Agreement to develop the said Land as part of the proposed residential Project of the First Party.

AND WHEREAS the First Party has agreed to enter into the Collaboration Agreement and include the said Land into its Project.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

1. The Second Party shall hand over the possession of the said Land and shall hand over the original title deeds of the said Land to the First Party upon signing of this agreement for the purpose of applying for license for developing the said Project.
2. That on receipt of possession of the said Land given by the Second Party to the First Party, it will be incumbent upon First Party to immediately enter upon the said Land for taking up the development activity so as to complete the development of the said Project within the prescribed time as per the spirit of this Agreement. Further, the Second Party shall execute a registered Power of Attorney in favour of the First Party and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:

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- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority for the implementation of the objects of this Collaboration Agreement
- ii) Conduct advertisement for launching / promotion of Project,
- iii) Booking of the saleable areas of project either by itself or through its brokers, issue letter of allotment and execute Buyer's Agreement with the prospective buyers, dealing with books, financial instruments etc.
- iv) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike

The said attorney(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney will also include the right to initiate/defend legal cases for the protection of the titles and the possession of the said Land and the said Power of Attorney shall be executed and registered simultaneously with the execution of this agreement. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Second Party for obtaining any requisite approval, the same shall also be signed by Second Party without delay.

3. The First Party shall get the layout plan of the said Project from the concerned authority in consonance with the rules and regulations as laid down in the relevant Act in this regard and shall take prior concurrence of the Second Party before submitting the layout plan for approval by the concerned authority.
4. That the First Party shall launch the entire project for sale within a period of one month from the receipt of sanctions and approvals of the Project from the authority concerned.
5. That the share of the Second Party in the sanctioned / developed / saleable area shall be in the ratio of 600 sq.yards of residential plotted area for per acre of agricultural land contributed for the said Project. The balance developed/saleable area shall belong to the First Party.
6. That the list of residential plots falling to the share of the Second Party shall be provided to the Second Party at the time of launching of the project. Such plots falling in the said list and belonging to the Second Party shall hereinafter referred to as the "said Plots". The First Party shall apprise the Second Party regarding the progress of development of the said Project besides providing the weekly booking information as to the no. of plots (belonging to the Second Party). The sale proceeds received on account of the said plots shall be received in an Escrow Account opened in the name of the Project. The Second Party hereby agrees to pay the proportionate brokerage charges wherever applicable for the sale of its share of the plots. After adjustments of

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the expenses as aforesaid, the First Party shall immediately transfer the balance amount to the Second Party.

7. That the Second Party shall authorize the First Party through the aforesaid Power of Attorney to execute, sign and present for registration before proper registering authority, proper sale/conveyance deed for conveying the right, interests, liens and titles in the said Plot or any part thereof, in favour of the intending purchaser(s) and for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his/her nominee(s) to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser or to his or her nominee(s) either physical or constructive, as may be feasible. The First Party shall exercise these powers after making proportionate payment to the Second Party against its share. The Second Party shall convey its no objection to the First Party for exercising these powers in respect of said plots based on proportionate consideration received by it from the First Party from time to time.
8. That it shall be the responsibility of the First Party to make the payment of entire sale consideration of the share of the Second Party within a Period of 18 to 21 months from the date of launching of the Project.
9. It is specifically agreed that First Party alone shall be responsible and liable for any damages to development of the plot(s) and any other mishaps during development including injuries, if any, to workmen, Second Party shall be kept indemnified against any such loss arising out of such mishaps/accidents. Further, it is expressly agreed by First Party that it shall always keep Second Party indemnified against any loss or damage that may be caused to Second Party on account of legal proceedings, litigations of prospective buyer(s) of the plot(s) and ancillary work of Project if such legal proceedings arise out of any breach/default of First Party's contractual obligations with such buyer(s) of the plot(s) in Project.
10. That the First party shall be entitled to engage architects, engineers, consultants and workmen for planning and completion of the said Project and all their emoluments, fees, charges shall be borne and paid by it. First Party shall be responsible for observance/compliance of all the rules and regulations governing employment of such workmen and payment of their wages or other dues. Second Party shall be kept indemnified in this regard.
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13. The First Party shall be entitled to raise loans in their own name from the bank / financial institutions for development of the Project. There shall be no liability on the Second Party for re-payment of the loans or any interest thereon.
14. Maintenance and management of the Project shall be done either by the First Party or by a reputed agency appointed by the First Party that would be engaged for maintenance of the said Project. Separate Maintenance Agreements shall be entered between the prospective buyers of each saleable unit with the Maintenance Agency. Maintenance charges would be payable by such buyer of the sold units of the Project as would be demanded by the First Party or by the nominated Maintenance Agency.
15. That on receipt of its share of the total sale proceeds arising out of the said Project, Second Party shall have no financial relationship with the said project and First Party shall be solely responsible for the maintenance and upkeep of the project.
16. Second Party shall execute such documents as required for the purpose of entering into sale agreements, conveyance deeds and other requisite documents with the prospective buyers. The nature of documentation shall be in accordance with the mutually agreed terms and conditions and as per prevailing practice.
17. That the Second Party declares that it has not created any charge on the said Land and undertakes not to create any mortgage, charge on the said Land hereafter.
18. That the stamp duty, registration charges and other cost if any levied or leviable on this Agreement shall be shared between the parties in the ratio of the sharing of sale proceeds under the terms of this Agreement.
19. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
20. 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 prior written consent of the other party.

Pratap

Agarwal

21. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to terms of this Agreement.
22. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all covenants herein contained this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
23. 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.
24. 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.
25. The parties herein have come together under this Agreement for the mutual benefit of each other. Hence, each party is bound to carry out this objective in its true spirit. In the event of the losses occurring to be one party due to any fault or breach committed by the other party, such losses shall be indemnified by the party committing such breach/default to the affected party.
26. That once the development work of the said Land has been undertaken by the First Party this Collaboration Agreement shall not be cancelled by the Second Party unless mutually agreed by both the parties.
27. Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay on omission in the exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
28. All communications/notices between the parties sent through Registered Post A/D or against receipt by had at the addresses of the parties given above shall be deemed to be proper notice/communication.
29. It is hereby expressly agreed by the parties hereto that none of the parties shall take any step or action which may jeopardize the project in question and none of the

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Agenda

parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the completion of the Project.

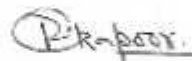
30. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity of the breach thereof shall be referred for Arbitration in accordance with the Arbitration & Conciliation Act of 1996 or any statutory modifications or re-enactment thereof for the time being in force. The decision / award of the arbitrator shall be binding on both the parties.
31. Subject to Clause no. 33, the Courts in Delhi / New Delhi alone shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of the Agreement.
32. This Agreement of Collaboration can be amended/substituted altered at any stage with the mutual consent of both the parties.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this Collaboration Agreement on the day, month and the year first hereinabove written in the presence of the following witnesses:

WITNESSES:

1.

FIRST PARTY



2.

SECOND PARTY



SCHEDULE OF PROPERTY

LAND OF M/S A.P. PROJECTS (P) LTD. IN VILLAGES SHIMLA MAULANA & NIZAMPUR, TEHSIL, & DIST. PANIPAT, HARYANA

| Village | Khewat No. / Khata No. | Khasra No. | Total Area (B-B-B) | | | Area Taken (B-B-B) | | | Acce | |
|----------------|---------------------------|-------------|--------------------|-----------|---|--------------------|----|----|---------|---|
| Shimla Maulana | 72/165 | 243 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 244 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | 72/166 | 245 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 246 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 247 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 253 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 254 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 272 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 273 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 274 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 275 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 276 | 1 | 15 | 0 | 0 | 1 | 15 | 0 | |
| | | 278 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 279 | 3 | 0 | 0 | 3 | 0 | 0 | | |
| | | 280 | 0 | 15 | 0 | 0 | 0 | 15 | 0 | |
| | | 281 | 0 | 15 | 0 | 0 | 0 | 15 | 0 | |
| | | | | 957/277/2 | 2 | 17 | 0 | 2 | 17 | 0 |
| | | Total | 45 | 3 | 0 | 45 | 3 | 0 | 9.40825 | |
| Nizampur | 18 / 79 | 537/3 | 0 | 12 | 0 | 0 | 12 | 0 | | |
| | | 538/3 | 0 | 9 | 0 | 0 | 9 | 0 | | |
| | | Total | 1 | 1 | 0 | 1 | 1 | 0 | 0.21875 | |
| | | Grand Total | 46 | 4 | 0 | 46 | 4 | 0 | 9.625 | |

[Handwritten Signature]

100Rs.



दिल्ली DELHI

COLLABORATION AGREEMENT

334118

THIS COLLABORATION AGREEMENT is made and executed at New Delhi on the 14th day of May, 2005

BETWEEN

M/s Eldeco Infrastructure & Properties Ltd., a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its authorized signatory Mr. Rishi Kapoor (hereinafter referred to as the "FIRST PARTY") of FIRST PART

AND

M/s A.P. Utility Services (P) Ltd. a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its duly authorized signatory Mr. Mohan Singh Rawat (hereinafter referred to as the "SECOND PARTY") of OTHER PART

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

WHEREAS the First Party is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.

R. Kapoor



AND WHEREAS the First Party has represented that it is in the process of acquiring approx. 93 Acres of land on the NH-1 situated in villages Shimla Maulana and Nizampur Tehsil & District Panipat, Haryana in its own name and in the name of its subsidiary companies for developing a residential township project (hereinafter referred to as the "said Project")

AND WHEREAS the Second Party has represented to the First Party that it has purchased about 17.8125 acres of land in Villages Shimla Maulana & Nizampur as per the Schedule of Property annexed herewith and mentioned as Annexure-1 (hereinafter referred to as the "said Land")

AND WHEREAS the First Party has verified that the Second Party has clear right, title and interest on the said Land and the said Land is free from any encumbrances, charges, lien, attachment, lis-pendence etc.

AND WHEREAS the Second Party has approached the First Party and has expressed its willingness to collaborate in the said Project and has agreed to contribute its said Land for the said Project and has requested the First Party to enter into a Collaboration Agreement to develop the said Land as part of the proposed residential Project of the First Party.

AND WHEREAS the First Party has agreed to enter into the Collaboration Agreement and include the said Land into its Project.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

1. The Second Party shall hand over the possession of the said Land and shall hand over the original title deeds of the said Land to the First Party upon signing of this agreement for the purpose of applying for license for developing the said Project.
2. That on receipt of possession of the said Land given by the Second Party to the First Party, it will be incumbent upon First Party to immediately enter upon the said Land for taking up the development activity so as to complete the development of the said Project within the prescribed time as per the spirit of this Agreement. Further, the Second Party shall execute a registered Power of Attorney in favour of the First Party and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:

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- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority for the implementation of the objects of this Collaboration Agreement
- ii) Conduct advertisement for launching / promotion of Project,
- iii) Booking of the saleable areas of project either by itself or through its brokers, issue letter of allotment and execute Buyer's Agreement with the prospective buyers, dealing with books, financial instruments etc.
- iv) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike

The said attorney(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney will also include the right to initiate/defend legal cases for the protection of the titles and the possession of the said Land and the said Power of Attorney shall be executed and registered simultaneously with the execution of this agreement. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Second Party for obtaining any requisite approval, the same shall also be signed by Second Party without delay.

3. The First Party shall get the layout plan of the said Project from the concerned authority in consonance with the rules and regulations as laid down in the relevant Act in this regard and shall take prior concurrence of the Second Party before submitting the layout plan for approval by the concerned authority.
4. That the First Party shall launch the entire project for sale within a period of one month from the receipt of sanctions and approvals of the Project from the authority concerned.
5. That the share of the Second Party in the sanctioned / developed / saleable area shall be in the ratio of 600 sq.yards of residential plotted area for per acre of agricultural land contributed for the said Project. The balance developed/saleable area shall belong to the First Party.
6. That the list of residential plots falling to the share of the Second Party shall be provided to the Second Party at the time of launching of the project. Such plots falling in the said list and belonging to the Second Party shall hereinafter referred to as the "said Plots". The First Party shall apprise the Second Party regarding the progress of development of the said Project besides providing the weekly booking information as to the no. of plots (belonging to the Second Party). The sale proceeds received on account of the said plots shall be received in an Escrow Account opened in the name of the Project. The Second Party hereby agrees to pay the proportionate brokerage charges wherever applicable for the sale of its share of the plots. After adjustments of

P. K. P. S.



the expenses as aforesaid, the First Party shall immediately transfer the balance amount to the Second Party.

7. That the Second Party shall authorize the First Party through the aforesaid Power of Attorney to execute, sign and present for registration before proper registering authority, proper sale/conveyance deed for conveying the right, interests, liens and titles in the said Plot or any part thereof, in favour of the intending purchaser(s) and for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his/her nominee(s) to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser or to his or her nominee(s) either physical or constructive, as may be feasible. The First Party shall exercise these powers after making proportionate payment to the Second Party against its share. The Second Party shall convey its no objection to the First Party for exercising these powers in respect of said plots based on proportionate consideration received by it from the First Party from time to time.
8. That it shall be the responsibility of the First Party to make the payment of entire sale consideration of the share of the Second Party within a Period of 18 to 21 months from the date of launching of the Project.
9. It is specifically agreed that First Party alone shall be responsible and liable for any damages to development of the plot(s) and any other mishaps during development including injuries, if any, to workmen, Second Party shall be kept indemnified against any such loss arising out of such mishaps/accidents. Further, it is expressly agreed by First Party that it shall always keep Second Party indemnified against any loss or damage that may be caused to Second Party on account of legal proceedings, litigations of prospective buyer(s) of the plot(s) and ancillary work of Project if such legal proceedings arise out of any breach/default of First Party's contractual obligations with such buyer(s) of the plot(s) in Project.
10. That the First party shall be entitled to engage architects, engineers, consultants and workmen for planning and completion of the said Project and all their emoluments, fees, charges shall be borne and paid by it. First Party shall be responsible for observance/compliance of all the rules and regulations governing employment of such workmen and payment of their wages or other dues. Second Party shall be kept indemnified in this regard.
11. That the possession of the said Land for carrying out development work will be handed over to the First Party immediately on signing of this Agreement. The First Party undertakes to develop the said Land at its own cost, expenses and resources. The physical possession of the said Land shall remain under the sole custody of the First Party and in the vent of any dispute arising with any party relating to title

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possession and/or tenancies pertaining to the said Lands in question including any dispute inter-se Land Owners, the same shall be settled by the First Party at its own costs, risks & responsibilities.

12. The Second Party for any reasons whatsoever shall not disturb the possession of the Land once delivered/handed over to the First Party for the purpose aforementioned.
13. The First Party shall be entitled to raise loans in their own name from the bank / financial institutions for development of the Project. There shall be no liability on the Second Party for re-payment of the loans or any interest thereon.
14. Maintenance and management of the Project shall be done either by the First Party or by a reputed agency appointed by the First Party that would be engaged for maintenance of the said Project. Separate Maintenance Agreements shall be entered between the prospective buyers of each saleable unit with the Maintenance Agency. Maintenance charges would be payable by such buyer of the sold units of the Project as would be demanded by the First Party or by the nominated Maintenance Agency.
15. That on receipt of its share of the total sale proceeds arising out of the said Project, Second Party shall have no financial relationship with the said project and First Party shall be solely responsible for the maintenance and upkeep of the project.
16. Second Party shall execute such documents as required for the purpose of entering into sale agreements, conveyance deeds and other requisite documents with the prospective buyers. The nature of documentation shall be in accordance with the mutually agreed terms and conditions and as per prevailing practice.
17. That the Second Party declares that it has not created any charge on the said Land and undertakes not to create any mortgage, charge on the said Land hereafter.
18. That the stamp duty, registration charges and other cost if any levied or leviable on this Agreement shall be shared between the parties in the ratio of the sharing of sale proceeds under the terms of this Agreement.
19. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
20. 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 prior written consent of the other party.

Proposer



21. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to terms of this Agreement.
22. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all covenants herein contained this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
23. 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.
24. 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.
25. The parties herein have come together under this Agreement for the mutual benefit of each other. Hence, each party is bound to carry out this objective in its true spirit. In the event of the losses occurring to be one party due to any fault or breach committed by the other party, such losses shall be indemnified by the party committing such breach/default to the affected party.
26. That once the development work of the said Land has been undertaken by the First Party this Collaboration Agreement shall not be cancelled by the Second Party unless mutually agreed by both the parties.
27. Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay or omission in the exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
28. All communications/notices between the parties sent through Registered Post A/D or against receipt by had at the addresses of the parties given above shall be deemed to be proper notice/communication.
29. It is hereby expressly agreed by the parties hereto that none of the parties shall take any step or action which may jeopardize the project in question and none of the

P. Kapoor 

parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the completion of the Project.

30. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity of the breach thereof shall be referred for Arbitration in accordance with the Arbitration & Conciliation Act of 1996 or any statutory modifications or re-enactment thereof for the time being in force. The decision / award of the arbitrator shall be binding on both the parties.
31. Subject to Clause no. 33, the Courts in Delhi / New Delhi alone shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of the Agreement.
32. This Agreement of Collaboration can be amended/substituted altered at any stage with the mutual consent of both the parties.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this Collaboration Agreement on the day, month and the year first hereinabove written in the presence of the following witnesses:

WITNESSES:

1.


FIRST PARTY

2.


SECOND PARTY

SCHEDULE OF PROPERTY

LAND OF M/S A.P. UTILITY SERVICES (P) LTD. IN VILLAGES SHIMLA MAULANA & NIZAMPUR, TEHSIL & DIST. PANIPAT, HARYANA

| Village | Khewat No. / Khata No. | Khasra No. | Total Area (B-B-B) | | | Area Taken (B-B-B) | | | Acres | | | |
|----------------|---------------------------------------|--------------------|--------------------|------------------|-----------|--------------------|-----------|-----------|----------|-----------|----------|-----------|
| Shimla Maulana | 9/17 | 221 | 2 | 14 | 0 | 2 | 14 | 0 | 1.1875 | | | |
| | | 224 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | Sub-Total | 5 | 14 | 0 | 5 | 14 | 0 | | | | |
| Shimla Maulana | 10/18 MIN 10/19 MIN 10 / 20 MIN | 239 | 3 | 0 | 0 | 3 | 0 | 0 | 14.6875 | | | |
| | | 175 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 176 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 179 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 180 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 183 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 216 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 230 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 231 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 232 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 233 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 234 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 235 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 190 | 2 | 14 | 0 | 2 | 14 | 0 | | | | |
| | | 218 | 2 | 14 | 0 | 2 | 14 | 0 | | | | |
| | | 219 | 2 | 14 | 0 | 2 | 14 | 0 | | | | |
| | | 220 | 2 | 14 | 0 | 2 | 14 | 0 | | | | |
| | | 223 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 236 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 237 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 238 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 240 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 241 | 3 | 0 | 0 | 3 | 0 | 0 | | | | |
| | | 249 | 2 | 2 | 0 | 2 | 2 | 0 | | | | |
| | | 290 | 0 | 12 | 0 | 0 | 12 | 0 | | | | |
| | | | | Sub-Total | 67 | 70 | 0 | 67 | | 70 | 0 | |
| | | Nizampur | 42 / 122MIN | 586/2 | 0 | 9 | 0 | 0.0 | | 1.3 | 0 | 1.8482143 |
| | | | | 587 | 3 | 0 | 0 | 0.4 | | 0.0 | 0 | |
| | | | | 595 | 3 | 0 | 0 | 0.4 | | 0.0 | 0 | |
| 596 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 597 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 598 | 3 | | | 9 | 0 | 0.4 | 1.3 | 0 | | | | |
| 599 | 3 | | | 12 | 0 | 0.4 | 1.7 | 0 | | | | |
| 600 | 1 | | | 4 | 0 | 0.1 | 0.6 | 0 | | | | |
| 601 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 602 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 603 MIN (W) | 2 | | | 0 | 0 | 0.3 | 0.0 | 0 | | | | |
| 606 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 607 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 623 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 624 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 626 | 2 | | | 14 | 0 | 0.3 | 2.0 | 0 | | | | |
| 627 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 628 | 1 | | | 7 | 0 | 0.1 | 1.0 | 0 | | | | |
| 629 | 2 | | | 5 | 0 | 0.3 | 0.7 | 0 | | | | |
| 630 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 631 | 2 | | | 14 | 0 | 0.3 | 2.0 | 0 | | | | |
| 632 | 2 | | | 14 | 0 | 0.3 | 2.0 | 0 | | | | |
| 635 | 3 | | | 0 | 0 | 0.4 | 0.0 | 0 | | | | |
| 636 | 0 | | | 18 | 0 | 0.0 | 2.6 | 0 | | | | |
| 646 | 3 | | | 0 | 0 | 0.429 | 0 | 0 | | | | |
| | | | | Sub-Total | 60 | 106 | 0 | 9 | 6 | 0 | | |
| | | Total | 132 | 190 | 0 | 81 | 90 | 0 | | | | |
| | | Grand Total | 141 | 10 | 0 | 85 | 10 | 0 | | | | |



दिल्ली DELHI

334110

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made and executed at New Delhi on the 14th day of May, 2005

BETWEEN

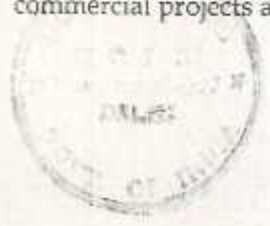
M/s Eldeco Infrastructure & Properties Ltd., a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its authorized signatory Mr. Rishi Kapoor (hereinafter referred to as the "FIRST PARTY") of FIRST PART

AND

M/s Chiranjiv Medical (P) Ltd. a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its duly authorized signatory Mr. Sanjeev Arora (hereinafter referred to as the "SECOND PARTY") of OTHER PART

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

WHEREAS the First Party is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.



R Kapoor
Sanjeev Arora
 ATTACHED
 Notary Public Delhi

AND WHEREAS the First Party has represented that it is in the process of acquiring approx. 93 Acres of land on the NH-1 situated in villages Shimla Maulana and Nizampur Tehsil & District Panipat, Haryana in its own name and in the name of its subsidiary companies for developing a residential township project (hereinafter referred to as the "said Project")

AND WHEREAS the Second Party has represented to the First Party that it has purchased about 12.8333 acres of land in Village Nizampur as per the Schedule of Property annexed herewith and mentioned as Annexure-1 (hereinafter referred to as the "said Land")

AND WHEREAS the First Party has verified that the Second Party has clear right, title and interest on the said Land and the said Land is free from any encumbrances, charges, lien, attachment, lis-pendence etc.

AND WHEREAS the Second Party has approached the First Party and has expressed its willingness to collaborate in the said Project and has agreed to contribute its said Land for the said Project and has requested the First Party to enter into a Collaboration Agreement to develop the said Land as part of the proposed residential Project of the First Party.

AND WHEREAS the First Party has agreed to enter into the Collaboration Agreement and include the said Land into its Project.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

1. The Second Party shall hand over the possession of the said Land and shall hand over the original title deeds of the said Land to the First Party upon signing of this agreement for the purpose of applying for license for developing the said Project.
2. That on receipt of possession of the said Land given by the Second Party to the First Party, it will be incumbent upon First Party to immediately enter upon the said Land for taking up the development activity so as to complete the development of the said Project within the prescribed time as per the spirit of this Agreement. Further, the Second Party shall execute a registered Power of Attorney in favour of the First Party and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:

P. Kapoor



Notary Public -

- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority for the implementation of the objects of this Collaboration Agreement
- ii) Conduct advertisement for launching / promotion of Project,
- iii) Booking of the saleable areas of project either by itself or through its brokers, issue letter of allotment and execute Buyer's Agreement with the prospective buyers, dealing with books, financial instruments etc.
- iv) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike

The said attorney(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney will also include the right to initiate/defend legal cases for the protection of the titles and the possession of the said Land and the said Power of Attorney shall be executed and registered simultaneously with the execution of this agreement. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Second Party for obtaining any requisite approval, the same shall also be signed by Second Party without delay.

3. The First Party shall get the layout plan of the said Project from the concerned authority in consonance with the rules and regulations as laid down in the relevant Act in this regard and shall take prior concurrence of the Second Party before submitting the layout plan for approval by the concerned authority.
4. That the First Party shall launch the entire project for sale within a period of one month from the receipt of sanctions and approvals of the Project from the authority concerned.
5. That the share of the Second Party in the sanctioned / developed / saleable area shall be in the ratio of 600 sq.yards of residential plotted area for per acre of agricultural land contributed for the said Project. The balance developed/saleable area shall belong to the First Party.
6. That the list of residential plots falling to the share of the Second Party shall be provided to the Second Party at the time of launching of the project. Such plots falling in the said list and belonging to the Second Party shall hereinafter referred to as the "said Plots". The First Party shall apprise the Second Party regarding the progress of development of the said Project besides providing the weekly booking information as to the no. of plots (belonging to the Second Party). The sale proceeds received on account of the said plots shall be received in an Escrow Account opened in the name of the Project. The Second Party hereby agrees to pay the proportionate brokerage charges wherever applicable for the sale of its share of the plots. After adjustments of

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Notary Public -

the expenses as aforesaid, the First Party shall immediately transfer the balance amount to the Second Party.

7. That the Second Party shall authorize the First Party through the aforesaid Power of Attorney to execute, sign and present for registration before proper registering authority, proper sale/conveyance deed for conveying the right, interests, liens and titles in the said Plot or any part thereof, in favour of the intending purchaser(s) and for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his/her nominee(s) to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser or to his or her nominee(s) either physical or constructive, as may be feasible. The First Party shall exercise these powers after making proportionate payment to the Second Party against its share. The Second Party shall convey its no objection to the First Party for exercising these powers in respect of said plots based on proportionate consideration received by it from the First Party from time to time.
8. That it shall be the responsibility of the First Party to make the payment of entire sale consideration of the share of the Second Party within a Period of 18 to 21 months from the date of launching of the Project.
9. It is specifically agreed that First Party alone shall be responsible and liable for any damages to development of the plot(s) and any other mishaps during development including injuries, if any, to workmen, Second Party shall be kept indemnified against any such loss arising out of such mishaps/accidents. Further, it is expressly agreed by First Party that it shall always keep Second Party indemnified against any loss or damage that may be caused to Second Party on account of legal proceedings, litigations of prospective buyer(s) of the plot(s) and ancillary work of Project if such legal proceedings arise out of any breach/default of First Party's contractual obligations with such buyer(s) of the plot(s) in Project.
10. That the First party shall be entitled to engage architects, engineers, consultants and workmen for planning and completion of the said Project and all their emoluments, fees, charges shall be borne and paid by it. First Party shall be responsible for observance/compliance of all the rules and regulations governing employment of such workmen and payment of their wages or other dues. Second Party shall be kept indemnified in this regard.
11. That the possession of the said Land for carrying out development work will be handed over to the First Party immediately on signing of this Agreement. The First Party undertakes to develop the said Land at its own cost, expenses and resources. The physical possession of the said Land shall remain under the sole custody of the First Party and in the vent of any dispute arising with any party relating to title

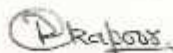
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Notary Public -

possession and/or tenancies pertaining to the said Lands in question including any dispute inter-se Land Owners, the same shall be settled by the First Party at its own costs, risks & responsibilities.

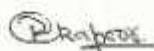
12. The Second Party for any reasons whatsoever shall not disturb the possession of the Land once delivered/handed over to the First Party for the purpose aforementioned.
13. The First Party shall be entitled to raise loans in their own name from the bank / financial institutions for development of the Project. There shall be no liability on the Second Party for re-payment of the loans or any interest thereon.
14. Maintenance and management of the Project shall be done either by the First Party or by a reputed agency appointed by the First Party that would be engaged for maintenance of the said Project. Separate Maintenance Agreements shall be entered between the prospective buyers of each saleable unit with the Maintenance Agency. Maintenance charges would be payable by such buyer of the sold units of the Project as would be demanded by the First Party or by the nominated Maintenance Agency.
15. That on receipt of its share of the total sale proceeds arising out of the said Project, Second Party shall have no financial relationship with the said project and First Party shall be solely responsible for the maintenance and upkeep of the project.
16. Second Party shall execute such documents as required for the purpose of entering into sale agreements, conveyance deeds and other requisite documents with the prospective buyers. The nature of documentation shall be in accordance with the mutually agreed terms and conditions and as per prevailing practice.
17. That the Second Party declares that it has not created any charge on the said Land and undertakes not to create any mortgage, charge on the said Land hereafter.
18. That the stamp duty, registration charges and other cost if any levied or leviable on this Agreement shall be shared between the parties in the ratio of the sharing of sale proceeds under the terms of this Agreement.
19. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
20. 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 prior written consent of the other party.

 P. Kapoor



Notary Public

21. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to terms of this Agreement.
22. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all covenants herein contained this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
23. 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.
24. 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.
25. The parties herein have come together under this Agreement for the mutual benefit of each other. Hence, each party is bound to carry out this objective in its true spirit. In the event of the losses occurring to be one party due to any fault or breach committed by the other party, such losses shall be indemnified by the party committing such breach/default to the affected party.
26. That once the development work of the said Land has been undertaken by the First Party this Collaboration Agreement shall not be cancelled by the Second Party unless mutually agreed by both the parties.
27. Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay or omission in the exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
28. All communications/notices between the parties sent through Registered Post A/D or against receipt by had at the addresses of the parties given above shall be deemed to be proper notice/communication.
29. It is hereby expressly agreed by the parties hereto that none of the parties shall take any step or action which may jeopardize the project in question and none of the





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parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the completion of the Project.

30. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity of the breach thereof shall be referred for Arbitration in accordance with the Arbitration & Conciliation Act of 1996 or any statutory modifications or re-enactment thereof for the time being in force. The decision / award of the arbitrator shall be binding on both the parties.
31. Subject to Clause no. 33, the Courts in Delhi / New Delhi alone shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of the Agreement.
32. This Agreement of Collaboration can be amended/substituted altered at any stage with the mutual consent of both the parties.


IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this Collaboration Agreement on the day, month and the year first hereinabove written in the presence of the following witnesses:

WITNESSES:

1.


FIRST PARTY

2.


SECOND PARTY

Notary Public

SCHEDULE OF PROPERTY
LAND OF M/S CHIRANJIV MEDICAL (P) LTD. IN VILLAGE NIZAMPUR, TEHSIL & DIST. PANIPAT, HARYANA

| Village | Khewat No. / Khata No. | Khasra No. | Total Area (B-B-B) | | | Area Taken (B-B-B) | | | Acres | | |
|----------|---------------------------|------------|--------------------|-----|----|--------------------|------|--------|---------|-------|-----------|
| Nizampur | 70/1/170 | 689 | 3 | 0 | 0 | 3 | 0 | 0 | | | |
| | | 690 | 1 | 16 | 0 | 1 | 16 | 0 | | | |
| | | 691 | 0 | 18 | 0 | 0 | 18 | 0 | | | |
| | | 692 | 2 | 11 | 0 | 0 | 11 | 0 | | | |
| | | 693 | 4 | 4 | 0 | 0 | 4 | 0 | | | |
| | | 694 | 2 | 14 | 0 | 0 | 2 | 14 | 0 | | |
| | | 695 | 2 | 14 | 0 | 0 | 2 | 14 | 0 | | |
| | | 696 | 2 | 14 | 0 | 0 | 2 | 14 | 0 | | |
| | | 697 | 2 | 2 | 0 | 0 | 2 | 2 | 0 | | |
| | | | Sub-Total | | 18 | 98 | 0 | 22 | 13 | 0 | |
| | Total | | 22 | 13 | 0 | 22 | 13 | 0 | 4.71875 | | |
| Nizampur | 40/115 40/120 | 633 | 2 | 14 | 0 | 0.57 | 4.00 | 0.00 | | | |
| | | 634 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 637 | 2 | 2 | 0 | 0.57 | 0.57 | 0.00 | | | |
| | | 638 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 639 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 640 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 641 | 0 | 15 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 642 | 1 | 19 | 0 | 0.00 | 4.29 | 0.00 | | | |
| | | 644 | 3 | 0 | 0 | 0.29 | 5.43 | 0.00 | | | |
| | | 645 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 647 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 648 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 651 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 652 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 653 | 3 | 0 | 0 | 0.86 | 0.00 | 0.00 | | | |
| | | 678 | 1 | 19 | 0 | 0.56 | 0.00 | 0.00 | | | |
| | | 619/1/1 | 1 | 8 | 0 | 0.29 | 5.43 | 0.00 | | | |
| | | 619/1/2 | 1 | 5 | 0 | 0.29 | 2.29 | 0.00 | | | |
| | | 620/1 | 0 | 18 | 0 | 0.29 | 1.43 | 0.00 | | | |
| | | 620/2 | 0 | 18 | 0 | 0.00 | 5.14 | 0.00 | | | |
| | | 649/1 | 1 | 19 | 0 | 0.01 | 5.14 | 0.00 | | | |
| | | 650/1 | 0 | 15 | 0 | 0.29 | 5.43 | 0.00 | | | |
| | | 676/2 | 2 | 14 | 0 | 0.00 | 4.29 | 0.00 | | | |
| | | 677/2 | 3 | 0 | 0 | 0.57 | 4.00 | 0.00 | | | |
| | | | Sub-Total | | 47 | 166 | 0 | 13 | 47 | 0 | |
| | | | Total | | 95 | 6 | 0 | 15 | 16 | 0 | 3.2916667 |
| | | Nizampur | 40/115 40/120 | 633 | 2 | 14 | 0 | 0.55 | 3.86 | 0.00 | |
| | | | | 634 | 3 | 0 | 0 | 0.83 | 0.00 | 0.00 | |
| | | | | 637 | 2 | 2 | 0 | 0.55 | 0.55 | 0.00 | |
| | | | | 638 | 3 | 0 | 0 | 0.83 | 0.00 | 0.00 | |
| 639 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 640 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 641 | 0 | | | 15 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 642 | 1 | | | 19 | 0 | 0.00 | 4.14 | 0.00 | | | |
| 644 | 3 | | | 0 | 0 | 0.28 | 5.24 | 0.00 | | | |
| 645 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 647 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 648 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 651 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 652 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 653 | 3 | | | 0 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 678 | 1 | | | 19 | 0 | 0.83 | 0.00 | 0.00 | | | |
| 619/1/1 | 1 | | | 8 | 0 | 0.28 | 5.24 | 0.00 | | | |
| 619/1/2 | 1 | | | 5 | 0 | 0.28 | 2.21 | 0.00 | | | |
| 620/1 | 0 | | | 18 | 0 | 0.28 | 1.38 | 0.00 | | | |
| 620/2 | 0 | | | 18 | 0 | 0.00 | 4.96 | 0.00 | | | |
| 649/1 | 1 | | | 19 | 0 | 0.00 | 4.96 | 0.00 | | | |
| 650/1 | 0 | | | 15 | 0 | 0.28 | 5.24 | 0.00 | | | |
| 676/2 | 2 | | | 14 | 0 | 0.00 | 4.14 | 0.00 | | | |
| 677/2 | 3 | | | 0 | 0 | 0.55 | 3.86 | 0.00 | | | |
| | Sub-Total | | | | 47 | 166 | 0 | 0.83 | 0.00 | 0.00 | |
| | Total | | | | 55 | 6 | 0 | 12.961 | 45.778 | 0.000 | |
| | | | | | | | | 15 | 5 | 0 | 3.1770833 |

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Notary Public

| | | | | | | | |
|------------|---------|----|-----|---|-------|--------|-------|
| 40/115 MIN | 633 | 2 | 14 | 0 | | | |
| 40/116 MIN | 634 | 3 | 0 | 0 | 0.14 | 1.00 | 0.00 |
| 40/117 | 637 | 2 | 2 | 0 | 0.21 | 0.00 | 0.00 |
| 40/118 | 638 | 3 | 0 | 0 | 0.14 | 0.14 | 0.00 |
| 40/119 MIN | 639 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| 40/120 | 640 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 641 | 0 | 15 | 0 | 0.21 | 0.00 | 0.00 |
| | 642 | 1 | 19 | 0 | 0.00 | 1.07 | 0.00 |
| | 644 | 3 | 0 | 0 | 0.07 | 1.36 | 0.00 |
| | 645 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 647 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 648 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 651 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 652 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 653 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 678 | 3 | 0 | 0 | 0.21 | 0.00 | 0.00 |
| | 619/1/1 | 1 | 19 | 0 | 0.21 | 0.00 | 0.00 |
| | 619/1/2 | 1 | 8 | 0 | 0.07 | 1.36 | 0.00 |
| | 620/1 | 1 | 5 | 0 | 0.07 | 0.57 | 0.00 |
| | 620/2 | 0 | 18 | 0 | 0.07 | 0.36 | 0.00 |
| | 649/1 | 0 | 18 | 0 | 0.00 | 1.29 | 0.00 |
| | 650/1 | 1 | 19 | 0 | 0.00 | 1.29 | 0.00 |
| | 676/2 | 0 | 15 | 0 | 0.07 | 1.36 | 0.00 |
| | 677/2 | 2 | 14 | 0 | 0.00 | 1.07 | 0.00 |
| | | 3 | 0 | 0 | 0.14 | 1.00 | 0.00 |
| Sub-Total | | 47 | 166 | 0 | 0.21 | 0.00 | 0.00 |
| Total | | 55 | 6 | 0 | 3.357 | 11.857 | 0.000 |

Nizamapur

| | | | | | | | |
|------------|---------|----|-----|---|-------|--------|-------|
| 40/115 MIN | 633 | 2 | 14 | 0 | | | |
| 40/116 MIN | 634 | 3 | 0 | 0 | 0.143 | 1.000 | 0.000 |
| 40/117 | 637 | 2 | 2 | 0 | 0.214 | 0.000 | 0.000 |
| 40/118 | 638 | 3 | 0 | 0 | 0.143 | 0.143 | 0.000 |
| 40/119 MIN | 639 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| 40/120 | 640 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 641 | 0 | 15 | 0 | 0.214 | 0.000 | 0.000 |
| | 642 | 1 | 19 | 0 | 0.000 | 1.071 | 0.000 |
| | 644 | 3 | 0 | 0 | 0.071 | 1.357 | 0.000 |
| | 645 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 647 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 648 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 651 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 652 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 653 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 678 | 3 | 0 | 0 | 0.214 | 0.000 | 0.000 |
| | 619/1/1 | 1 | 19 | 0 | 0.214 | 0.000 | 0.000 |
| | 619/1/2 | 1 | 8 | 0 | 0.071 | 1.357 | 0.000 |
| | 620/1 | 1 | 5 | 0 | 0.071 | 0.571 | 0.000 |
| | 620/2 | 0 | 18 | 0 | 0.071 | 0.357 | 0.000 |
| | 649/1 | 0 | 18 | 0 | 0.000 | 1.286 | 0.000 |
| | 650/1 | 1 | 19 | 0 | 0.000 | 1.286 | 0.000 |
| | 676/2 | 0 | 15 | 0 | 0.071 | 1.357 | 0.000 |
| | 677/2 | 2 | 14 | 0 | 0.000 | 1.071 | 0.000 |
| | | 3 | 0 | 0 | 0.143 | 1.000 | 0.000 |
| Sub-Total | | 47 | 166 | 0 | 0.214 | 0.000 | 0.000 |
| Total | | 55 | 6 | 0 | 3.357 | 11.857 | 0.000 |

Grand Total

3 19 0 0.8229167

61 12 0 12.833333

Netat Pro...



THIS COLLABORATION AGREEMENT is made and executed at New Delhi on the 12 day of May 2005 434237

BETWEEN

M/s Eldeco Infrastructure & Properties Ltd., a company incorporated under the Companies Act 1956 and having its registered office at SU 12-13, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066 through its authorized signatory Mr. Rishi Kapoor S/o Shri H. K. Kapoor R/o B /19/S-2, Dilshad Garden, Delhi - 95 (hereinafter referred to as the "FIRST PARTY") of FIRST PART

AND

M/s S. M. Buildcon (P) Ltd. a company incorporated under the Companies Act 1956 and having its registered office at F-121/2, Dilshad Colony, Delhi - 110 095 through its duly authorized signatory Mr. Vishnu Dutt S/o Ramswaroop R/o 3-A, 22 Nehru Nagar, Ghaziabad, (U.P.) (hereinafter referred to as the "SECOND PARTY") of OTHER PART

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

WHEREAS the First Party is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.

R Kapoor



AND WHEREAS the First Party has represented that it is in the process of acquiring approx. 93 Acres of land on the NH-1 situated in villages Shimla Maulana and Nizampur Tehsil & District Panipat, Haryana in its own name and in the name of its subsidiary companies for developing a residential township project (hereinafter referred to as the "said Project")

AND WHEREAS the Second Party has represented to the First Party that it has purchased 5.19739 Acres of land in Village Shimla Maulana as per the Schedule of Property annexed herewith and mentioned as Annexure-1 (hereinafter referred to as the "Said Land") and is in the process of purchasing more land subject to availability in Villages Shimla Maulana & Nizampur, Tehsil and District Panipat, which shall also form part and parcel of this Memorandum of Understanding on the same terms and conditions, as and when purchased (hereinafter referred to as the "Additional Land").

AND WHEREAS the Second Party has represented that it has clear right, title and interest on the Said Land which is free from encumbrances, charges, lien, attachment, lis-pendence etc.

AND WHEREAS the Second Party has approached the First Party and has expressed its willingness to collaborate in the said Project and has agreed to contribute its Said Land and the Additional Land which it will be procuring, for the said Project and has requested the First Party to enter into a Collaboration Agreement to develop the said Land and also the Additional Land, as and when purchased, as part of the Said Project of the First Party.

AND WHEREAS the First Party has agreed to enter into the Collaboration Agreement in respect thereof.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

1. The Second Party shall hand over the possession of the said Land and the original title deeds thereof to the First Party upon signing of this agreement for the purpose of applying for license for developing the said Project.
2. That on receiving possession of the said Land given by the Second Party to the First Party, it will be incumbent upon First Party to immediately enter upon the said Land for taking up the development activity so as to complete the development of the said Project within the prescribed time as per the spirit of this Agreement. Further, the Second Party shall execute a registered Power of Attorney in favour of the First Party

(Signature)



and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:

- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority(s) for the implementation of the objects of this Collaboration Agreement
- ii) Conduct advertisement for launching / promotion of Project,
- iii) Booking of the saleable areas of project either by itself or through its brokers, issue letter of allotment and execute Buyer's Agreement with the prospective buyers, dealing with books, financial instruments etc.
- iv) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike.

The said attorney(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney will also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the said Power of Attorney shall be executed and registered simultaneously with the execution of this agreement. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Second Party for obtaining any requisite approval, the same shall also be signed by Second Party without delay.

3. That the First Party shall apply for the required permission and sanction for the township project at their own cost and expenses within a period of three months from the date of completion of the purchase of the Land to the extent of approximately 93 acres which shall include the contribution of the Second Party.
4. The First Party shall get the layout plan of the said Project approved from the concerned authority in consonance with the rules and regulations as laid down in the relevant Act in this regard.
5. That the First Party shall launch the entire project for sale within a period of six months from the receipt of sanctions and approvals of the Project from the authority concerned.
6. That the share of the Second Party in the sanctioned and developed_ saleable area shall be in the ratio of 600 sq.yards of residential plotted area for per acre of the said land contributed by it for the said Project. The balance developed / saleable area shall belong to the First Party.

Praboo.

18/11/2011



7. That the list of residential plots (hereinafter referred to as the "said Plots") falling to the share of the Second Party shall be provided to the Second Party at the time of launching of the said project. The First Party shall apprise the Second Party regarding the progress of development of the said Project besides providing the weekly booking information as to the no. of plots belonging to the Second Party. The Second Party hereby agrees to pay the proportionate brokerage charges wherever applicable for the sale of its share of the plots. After adjustments of the expenses as aforesaid, the First Party shall immediately transfer the balance amount to the Second Party.
8. That the Second Party shall authorize the First Party through the aforesaid Power of Attorney to execute, sign and present for registration before proper registering authority, proper sale / conveyance deed for conveying the right, interests, and titles in the said Plots or any part thereof, in favour of the intending purchaser (s) and for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his / her nominee(s), to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser or to his or her nominee(s) either physical or constructive, as may be feasible. The First Party shall exercise these powers after making proportionate payment to the Second Party against its share. The Second Party shall convey its no objection to the First Party for exercising these powers in respect of said plots based on proportionate consideration received by it from the First Party from time to time.
9. That the launching rate for sale of the plot shall tentatively be fixed at Rs. 3500/- or more per sq. yards. The First Party shall be entitled to recover the EDC / PLC or any other charges from the intending buyers of plot of the entire Project.
10. That it shall be the responsibility of the First Party to make the payment of entire sale consideration of the share of the Second Party within a Period of 36 months from the date of launching of the Project.
11. That the First Party will launch the said project within a period of one year from the date of execution of this Collaboration Agreement.
12. It is specifically agreed by and between the parties that First Party alone shall be responsible and liable for any damages to development of the plot(s) and any other mishaps during development including injuries, if any, to workmen. The Second

P. Kapoor

Vishnu Datt



prospective buyers. The nature of documentation shall be in accordance with the mutually agreed terms and conditions and as per prevailing practice.

20. That the Second Party declares that it has not created any charge on the said Land and undertakes not to create any mortgage, charge etc. on the said Land hereafter.
21. That the stamp duty, registration charges and other costs, if any, levied or leviable on this Agreement shall be shared between the parties in the ratio of the sharing of sale proceeds under the terms of this Agreement.
22. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
23. 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 prior written consent of the other party.
24. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to terms of this Agreement.
25. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all covenants herein contained this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns etc.
26. 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.
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 inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable.
28. The parties herein have come together under this Agreement for the mutual benefit of each other. Hence, each party is bound to carry out this objective in its true spirit. In the event of the losses occurring to the one party due to any fault or breach committed

Praboo

WSharma 24/4



by the other party, such losses shall be indemnified by the party committing such breach / default to the affected party.

29. That once the development work of the said Land has been undertaken by the First Party this Collaboration Agreement shall not be cancelled by the Second Party unless mutually agreed by both the parties.
30. Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay on omission in the exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
31. All communications / notices between the parties sent through Registered Post A / D or against receipt by had at the addresses of the parties given above shall be deemed to be proper notice/communication.
32. It is hereby expressly agreed by the parties hereto that none of the parties shall take any step or action which may jeopardize the project in question and none of the parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the completion of the Project.
33. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity of the breach thereof shall be referred for Arbitration in accordance with the Arbitration & Conciliation Act of 1996 or any statutory modifications or re-enactment thereof for the time being in force. The decision / award of the arbitrator shall be binding on both the parties.
34. Subject to Clause no. 33, the Courts in Delhi / New Delhi alone shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of the Agreement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this Collaboration Agreement on the day, month and the year first hereinabove written in the presence of the following witnesses:

WITNESSES:

1.



Sanjeev Arora

S/o. Late Shri B. K. Arora
M 189, Lado Sarai,
New Delhi-110030

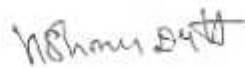
2.



Mohan Rawat
S/o N. S. Rawat
S/625 Lodhi Colony
New Delhi-110003.



FIRST PARTY



SECOND PARTY



ATTESTED

NOTARY DELHI

[8 JUL 2005

UG-61, SOMDUTT CH-II
9, BIKKALI SAMA PLACE,
NEW DELHI-110066 INDIA
LAND LINE 26100902
MOBILE 20631007

ANNEXURE - I
SCHEDULE OF LAND OWNED BY M/S S. M. BUILDCON (PVT.) LTD IN VILLAGE SHIMLA MAULANA

| Khewat | Khatauni No. | Khasra no. | Bigha | Biswa |
|--------|-------------------|-----------------|------------|-----------|
| 75 | 169 | 154 | 3 | 0 |
| | 170 | 170 | 3 | 0 |
| | 171 | 252 | 3 | 0 |
| | 172 | 255 | 3 | 0 |
| | 173 | 270 | 3 | 0 |
| | 174 | 147 | 3 | 0 |
| | 175 | 183 | 2 | 11 |
| | 176 | 186 | 3 | 0 |
| | 177 | 171 | 3 | 0 |
| | | 264 | 3 | 0 |
| | | 159 | 3 | |
| | | 168 | 3 | 0 |
| | | 250 | 3 | 0 |
| | | 251 | 3 | 0 |
| | | 256 | 3 | 0 |
| | | 257 | 3 | 0 |
| | | 258 | 3 | 0 |
| | | 265 | 3 | 0 |
| | | 268 | 2 | 2 |
| | | 269 | 3 | 12 |
| | | 157 | 4 | 1 |
| | | 158 | 3 | 18 |
| | | 262 | 1 | 16 |
| | | 266/2 | 0 | 15 |
| | | 155 | 3 | 0 |
| | | 169 | 3 | 0 |
| | | 173MIN | 2 | 0 |
| | | 260MIN | 1 | 9 |
| | | 271MIN | 1 | 0 |
| | | 152 | 3 | 0 |
| | | 156 | 3 | 0 |
| | | 172 MIN | 1 | 0 |
| | | 173 MN | 1 | 0 |
| | | 261 | 1 | 19 |
| | | 271MIN | 1 | 0 |
| | | 153 | 3 | 0 |
| | | 172 MIN | 2 | 0 |
| | | 259 | 3 | 0 |
| | | 260MIN | 1 | 8 |
| | | 271MIN | 1 | 0 |
| | | 263 | 3 | 0 |
| | | 266/1 | 2 | 19 |
| | | 267 | 0 | 15 |
| | Total Land | 43 Kitta | 108 | 05 |

Prapoor.
 18/11/2011

| | | | | | |
|----|-------------------|----------------|-----------|-----------|----------|
| 76 | 178 | 160 | 3 | 0 | 0 |
| | | 161 | 3 | 0 | 0 |
| | | 162 | 2 | 14 | 0 |
| | | 164 | 3 | 0 | 0 |
| | | 165 | 3 | 0 | 0 |
| | | 167 | 3 | 0 | 0 |
| | Total Land | 6 Kitta | 17 | 14 | 0 |

purchased = 6309/43300+1920/30730+320/30730 share of Khewat No.75 & 6/96+1/96 share of Khewat No 76
=5.19739 Acres

Praboo.

M. S. S. S.