



COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at on this 4th day of December, 2006

BETWEEN

1. M/s Sankalp Realtors Pvt. Ltd., C/o Gian Dal Meal, Bye Pass Road, Hodel, Distt. Faridabad
2. M/s Source Developers Pvt. Ltd., H.No. 6, Ward No. 24, Adarsh Nagar, Ballabgarh.

the above said Company incorporated under the Companies Act, 1956 and execute this agreement through its authorized signatory Mr. Vinod Goel who has been authorized by resolution passed by the Board of Director Dated _____ (hereinafter called "**THE OWNER(S)**") which expression shall, unless repugnant or opposed to the context hereof, includes their respective heirs, legal representatives, administrators, executors and assigns) of the **First Part**.

AND

M/s Omaxe Ltd., a Company incorporated under the Companies Act, 1956 and having its registered office at 7, LSC, Kalkaji, New Delhi-110019, through its Authorised Signatory Mr. Sandeep Mangla S/o Lt. Sh. Shiv Darshan Mangla (hereinafter called "**THE BUILDER**") which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the **Second Part**.

WHEREAS the First Party are the Owner and in possession of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land, total admeasuring **12.54 Acres** hereto by virtue of Mutation / Jamabandi records for the year 1994-95,2000-01,2003-04 situated at Villages Bahadurgarh & Kasar, Tehsil Bahadurgarh, Distt. Jhajjar. Details of land as per annexure --A

AND WHEREAS the Owners contemplate to develop the Land as per annexure-A admeasuring **12.54 Acres**, by constructing a Group Housing/Commercial Complex thereon after obtaining the requisite license and getting the plans sanctioned/approved from the Competent Authority.

AND WHEREAS the Owners are not fully equipped to execute and complete the work of development and construction of the proposed Group Housing/ Commercial Complex and have requested the Builder who is engaged in the development and construction of various type of buildings and is well reputed and experienced in this line of business and is confident that it is in a position to obtain permission for change of land use/obtain license etc., to collaborate with them in the execution and completion of the said Group Housing/Commercial Complex on the Said Land.



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

[Signature]

[Signature]

That the subject matter of this Collaboration Agreement between the Owners and the Builder is the Said Land total admeasuring 12.54 Acres hereto by virtue of Mutation / Jamabandi records for the year 1994-95,2000-01,2003-04 of Villages Bahadurgarh & Kasar, Tehsil Bahadurgarh, Distt. Jhajjar. for utilizing the same for construction of a Group Housing/ Commercial Complex.

1. That the Builder undertake to develop the Said Land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals from all other Competent Authorities and thereafter to construct the builder on the Said Land, as Group Housing/ Commercial Complex. The Owners agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Builder, the said land and to irrevocably vest in the Builder all the authority of the Owners as may be necessary in the discretion of the Builder for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of the proposed Group Housing/ Commercial Complex on the Said Land. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Builder.
2. That the building plans for the said Group Housing/Commercial Complex shall be in accordance and conformity with the Zonal Plan and the rules and bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as may be prescribed therefore pertaining to the said land as may be enforced in the area. The said building plans for the Said Complex shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
3. That the Builder shall at the earliest possible time in consultation with the Owners proceed to have suitable design, model and / or plans prepared for the proposed Group Housing/ Commercial Complex and get them approved / sanctioned from the Competent Authority(s). For this purpose the Builder undertake to engage and employ reputed Architect or Architects at its own cost, expenses and responsibilities. The Builder shall for and on behalf of and in the name of the Owners apply to the Town & Country Planning Department, Haryana and / or such other Authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions, and approvals for the construction on the said land of the proposed Group Housing/ Commercial Complex in accordance with the applicable Zonal Plans within 180 days of execution of this Agreement. However, the Builder shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Builder desirable or necessary.
4. That the entire amount required for the cost of construction of the said Complex including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Scrutiny Fees, License Fees, Conversion Charges, Internal/External Development Charges, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the said land/Complex , provision of fire-fighting equipment/arrangements, as may be prescribed by the concerned Authority, shall be wholly to the account of the Builder. The Complex to be constructed by the Builder shall be of first class construction and the specification and material employed and the facilities provided shall not be inferior to those used, employed or provided in any other Residential Complex constructed in the vicinity. The Owners decide to change the quality and specifications of items involved in their share of built/un-built areas of the said Complex, then the differences in cost of these items shall be borne by the Owners.



In consideration of the Said Land, the Owner shall be entitled and to possess area in the proposed Group Housing/Commercial Complex as agreed.

The Owner shall have a right to book / sell its share as per its direction and with mutual consent of Builder

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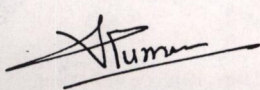
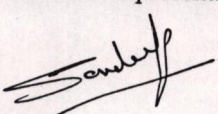
6. That the Owners have delivered and handed over the actual, physical vacant possession of the said land to the Builder on execution of this Agreement.
7. That the Builder undertake to start the construction work immediately after receipt of the sanctioned building plans but not later than 60 days of the same as aforesaid and complete the construction of the Group Housing/ Commercial Complex within 24 months thereof or such extended period as may be mutually agreed between the parties. If the non-completion of the Complex is the result of earthquake, lightening or any order or notification of the Government which prevents the progress of the construction or by reason of non-availability of steel and/or cement or other building materials or dispute with construction agency or slow down, strike, lock out, civil commotion or by reason of war or enemy action or act of God or for any reason beyond the control of the Builder, the Builder shall be entitled to a reasonable extension of time for completing the said Complex. On happening of such eventuality, the Builder shall make a formal request for extension of time to the Owners and get their approval/sanction in writing thereto (which shall not unreasonably withheld by the Owners).
8. a) That the time for completion of the said Group Housing/ Commercial Complex as stated in Clause 7 above is the essence of this contract. If the Builder shall in any manner neglect or fail to carry on and complete the work of construction within the period of 24 months from the date of start of construction or such extended period as may be mutually agreed, then and in any such case, the Owners shall without avoiding the contract, be entitled to get the work completed at the risk and cost of the Builder and upon completion to receive payment of the expenses incurred by the Owners in completing the said Complex and/or deduct the same from the security deposit. Save as aforesaid, the shares/entitlements of the parties hereto in the built/un-built areas of the said Complex mentioned in this Agreement shall remain the same and effective. The Building(s) will be treated as complete when the structure, flooring, doors and windows are complete and paint and polish work is also complete.
- (b) That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtained the license for the proposed Group Housing/ Commercial Complex it is the condition of this Agreement that after obtaining the license and the required permissions from the concerned authorities for the said Complex, the Owners or their nominees or legal heirs will not cancel or back-out from this Agreement under any circumstances. In such eventuality the Builder besides their other rights will be entitled to get the said Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the Owners.
- (c) That it is agreed between the parties that the Builder may, if deemed fit and proper, transfer and assign the rights in the license etc. granted by the competent Authorities to develop and construct a Group Housing/ Commercial Complex on the said land to a third party for such price and on such terms and conditions as the Builder may in consultation with the Owners decide.
9. That the parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective shares, if any, of the built-up area as detailed above, any units or spaces in the said Complex to be put up at the said land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town & Country Planning Department, Haryana or any other Authority concerned with the matter. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.



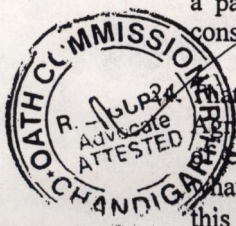
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10. That all rates, cesses and taxes due and payable in respect of the said land shall be the exclusive liability of the Builder.
11. That the Owners covenant with the Builder that they shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and/or such other Authority concerned with the matter and further that the Owners shall also, within a week of receipt of any request from the Builder, sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Complex and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owners, which will adversely affect their ownership rights in the said land.
12. That the Owner(s) undertake irrevocably to constitute the Builder and its Authorised Signatory Mr. Sandeep Mangla S/o Lt. Sh. Shiv Darshan Mangla, as their attorneys by a separate document for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions, allotment of building material, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development, construction and completion of the said Group Housing/ Commercial Complex and for sale of Builder's Allocation in the Complex/Building(s) and for all purposes mentioned in the draft of Power of Attorney approved by the parties hereto till the duration and full implementation of the Agreement in all respects. However, the Builder undertake in its capacity as a Builder in terms of this Agreement and as irrevocable attorney for the Owners not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Law or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, then the entire liability in that behalf shall be incurred and discharged by the Builder and further more the Builder undertake to keep the Owners harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
13. That the Builder shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Builder and no liability on this account shall fall on the Owners.
14. That the Builder shall be entitled to the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Builder with various statutory *authorities for seeking various approvals etc.* for the said Complex Building(s). The Owners undertake that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the Builder and any delay by the Owners in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.
15. That it is an integral and essential term of this Agreement that the said Group Housing/ Commercial Complex shall be named by the Builder.
16. That the Owners have declared and represented to the Builder that the said property is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever that the Owners shall keep the said property free from all encumbrances till the duration and full implementation of this Agreement in all respects and the Builder have entered into this Agreement relying/acting upon these declarations and representations/undertaking of the Owners.

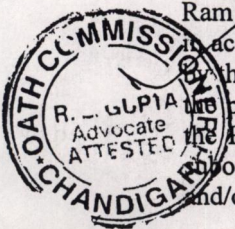

17. That in case the said property or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owners, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owners or any one claiming title paramount to the Owners or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), tax(s) etc., on the Owners, the Owners shall not be liable for the damages, losses, costs and expenses sustained by the Builder and/or intending buyers of whole or part of Builder's share of the built areas, car parking etc.
18. That if there be any claim, demand, tax litigation of any nature whatsoever against the Owners, then it is a condition of this Agreement that the work of development and/or completion of the said Complex Building(s) and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any Court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of Owner's share of the built up area of the Complex Building(s) and/or sale proceeds thereof.
19. That the Owners undertake to execute all documents/agreements of assurances that may be necessary to be given and vouch safed to the allottees of the covered and uncovered areas of the Complex Building(s) at the cost and expenses of the said allottees.
20. That the Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Group Housing/ Commercial Complex and/or booking and sale of Builder's share of built or un-built areas of the Complex Building(s). However, if any defect is pointed out in the construction while the works is in progress by the Owners, the same will be removed and rectified by the Builder.
21. That on execution of this Agreement, the Builder shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & Country Planning Department, Haryana and/or such other Authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the proposed Group Housing/ Commercial Complex on the said land; to put up its sign boards at the premises with the legend that the Complex Building(s) to be constructed as above is a Group Housing/ Commercial Complex wherein the public is free to book the areas/spaces in conformity with the plans sanctioned by the Competent Authority and to have site office. It is specifically agreed and understood that the permission and authority granted by the Owners to the Builder under this Clause, does not empower the Builder to carryout any construction work on the said land until license is granted by the Competent Authority(s) as contemplated herein.
22. That it is agreed between the parties that the possession of the said property once delivered/handed over to the Builder for the purpose of the above mentioned Project shall not be disturbed and they shall not be dispossessed there from till the Complex Building(s) is complete.
23. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.
- That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual cooperation 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 effects to the terms of this Agreement.



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25. That this Agreement shall always be deemed to be subject to the usual force major clause.
26. That the Owners shall also execute and register the sale deed(s) or such other document(s), or instrument(s) in favour of the intending purchaser(s) of unit(s)/ floor(s)/space(s)/ car parking etc. in respect of the unit(s), floor space(s) etc. agreed to be sold to different intending purchaser(s) by the Builder at the cost and expense of the said intending Purchaser(s) and shall give the said intending purchaser(s) title as may be permissible by present or future laws on the terms and conditions of this Agreement.
27. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said premises against any attachment, seizures or sale thereof.
28. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire Agreement between them. No changes or alterations to this Agreement shall be done without the written consent of the parties hereto.
29. That the Parties hereto shall not assign, transfer, charge or encumber in any manner this Agreement or his/their/its rights and benefits under this Agreement to any person without the prior written approval of the other party.
30. Allotment Letter will be issued to Allottees at the time of sanctions of Layout Plans from the Director, Town & Country Planning, Haryana/HUDA and other concerned Authorities as mutually agreed between the parties.
31. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their heirs, successors, administrators, liquidators and assigns.
32. That the failures of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
33. That if the Project is abandoned, neglected or otherwise fails due to breach of contract and default on the part of the Builder, then the Builder undertake to keep the Owners harmless and indemnified against all claims, demands, damages and losses.
34. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably 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 in accordance with their terms.
35. The Parties hereto agree that if any dispute and /or difference arises between the parties in respect of the present Collaboration Agreement and the same shall be settled through arbitration by the sole arbitrator namely Sh. Sunil Goel S/o Sh. Yad Ram Goel. It is also agreed between the parties that the arbitration process shall be in accordance of The Arbitration and Conciliation Act, 1966. The award so made by the sole arbitrator shall be final and binding on the parties. It is agreed between the parties that the arbitration proceedings shall be conducted in Delhi only. That the Punjab and Haryana High Court at Chandigarh, and Courts in _____ subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
36. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.



[Handwritten signatures]

37. That this Agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party which is original.

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement at New Delhi on the day, month and year mentioned above in the presence of witnesses.

WITNESSES:

- 1. Kumar
 श्री केशव चरण शर्मा & एस. सिंह
 E-645, Ashok Vihar, Delhi.
- 2. Borg
 Titender Goyal Sp. Shri. Komwar Chand
 H. No. 86, Gali No. 2, Mohan Colony
 Ballabgash. (Hr.)

Kumar
OWNER(S)

for OMAXE LTD.

Sandeep
 (Sandeep Mangla)
 Authorised Signatory
BUILDER

(Formally Known as Omaxe Construction Ltd)



ATTESTED
 Oath Commissioner
 CHANDIGARH
 15 DEC 2006