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COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at New Delhi on this 11th day of February, 2006

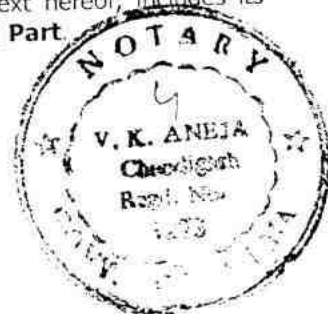
BETWEEN

M/s. Shanti Niwas Developers Private Limited the above said Company incorporated under the Companies Act, 1956 and having its registered office at D-8B, Gali No. 19, Madhu Vihar, New Delhi -92, through its Authorised Signatory, **Shri Sandeep Mangla** S/o. Shiv Dharshan Mangla, R/o. F-141, Sarita Vihar, Delhi (hereinafter called "**THE OWNER**") 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 Construction Limited, a Company incorporated under the Companies Act, 1956 and having its office at 7, LSC, Kalkaji, New Delhi-110019, through its Authorised Signatory, **Shri Vimal Gupta** S/o. Shri V. P. Gupta, R/o. D - 8B, Gali No. 19, Madhu Vihar, New Delhi - 92 (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**.

Sandeep *Vimal*



WHEREAS the First Party and its nominee Companies are the Owner and in possession of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land, total admeasuring 88 Kanal / Bigha Marla / Biswa (Approx. 11.0 Acres) hereto by virtue of Mutation / Jamabandi records for the year of situated at Village Sakhaol & Bahadurgarh, Tehsil-Bahadurgarh, Distt. Jhajjar (Haryana).

AND WHEREAS the Owner contemplate to develop a Land admeasuring 88 Kanal / Bigha Marla / Biswa (Approx. 11.0 Acres) out of aforesaid Land as detailed in Annexure-A (hereinafter referred to as the **Said Land**) by constructing a Group Housing thereon after getting the Said Land released from acquisition and obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the Competent Authority.

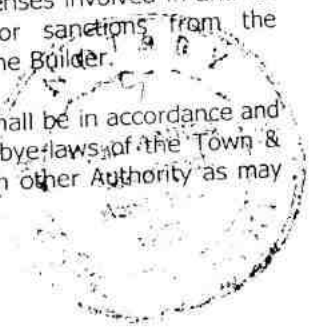
AND WHEREAS the Owner is not fully equipped to execute and complete the work of development and construction of the proposed Group Housing / Commercial Complex and have requested the Builder who are engaged in the development and construction of various type of buildings and are well reputed and experienced in this line of business and are confident that they are 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.

AND WHEREAS the Builder has agreed to undertake the execution and completion of the Said Group Housing / Commercial Complex on the Said Land on the terms and conditions hereinafter appearing.

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

1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the Said Land total admeasuring 88 Kanal / Bigha Marla / Biswa (Approx. 11.0 Acres) hereto by virtue of Mutation / Jamabandi records for the year of Village Sakhaol & Bahadurgarh, Tehsil- Bahadurgarh, Distt. Jhajjar (Haryana). for utilizing the same for construction of a Group Housing / Commercial Complex.
2. 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 of all Competent Authorities and thereafter to construct on the Said Land, a Group Housing. The Owner 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 Owner 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 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.
3. That the building plans for the said Group Housing 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

Sandeep *Arjun*



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.

4. That the Builder shall at the earliest possible time in consultation with the Owner proceed to have suitable design, model and / or plans prepared for the proposed Group Housing 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 Owner apply to the Town & Country Planning Department, Haryana, Chandigarh 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 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.
5. 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 Owner 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 Owner.
6. (a) In the consideration of the Said Land, the Owner shall be entitled and to possess a 15% of constructed area per acre in the proposed Group Housing.
(b) The Owner shall have a right to book / sell its share as per its direction and with mutual consent of Builder.
7. That the Owner have delivered and handed over the actual, physical vacant possession of the said land to the Builder on execution of this Agreement.
8. 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 within 30 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

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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 Owner and get his approval/sanction in writing thereto (which shall not unreasonably withheld by the Owner).

9. a) That the time for completion of the said Group Housing as stated in Clause 8 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 Owner 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 Owner 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 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 Owner or their nominees or legal heirs will not cancel or backout 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 Owner.
- (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 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 Owner decide.
10. 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



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matter. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting therefrom.

11. That all rates, cesses and taxes due and payable in respect of the said land shall be the exclusive liability of the Builder.
12. That the Owner 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 Owner 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 Owner, which will adversely effect their Ownerhip rights in the said land.
13. That the Owner undertake irrevocably to constitute the Builder and its Authorised Signatory **Mr. Sandeep Mangla** and, 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 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 Owner 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 Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
14. 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 Owner.
15. 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 Owner undertake that within 30 days of the receipt of any



Sandeep Mangla

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such refund referred to herein above, they shall pass on the same to the Builder and any delay by the Owner in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.

16. That it is an integral and essential term of this Agreement that the said Group Housing shall be named by the Builder.
17. That the Owner 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 and no notification under Section 4/6 of the Land Acquisition Act, 1984 has been passed till the execution of this Collaboration Agreement and that the Owner 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 Owner.
18. That in case the said property or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), tax(s) etc., on the Owner, the Owner 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.
19. That if there be any claim, demand, tax litigation of any nature whatsoever against the Owner, then it is a condition of this Agreement that the work of development and/or completion of the said Complex Building(s) and/or any 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.
20. That the Owner 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.



That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Group Housing 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

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in the construction while the works is in progress by the Owner, the same will be removed and rectified by the Builder.

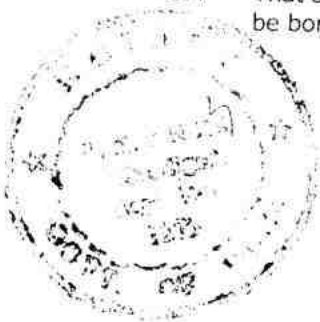
22. That on execution of this Agreement, the Builder shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & Country Planning Department, Haryana and/or such other Authority(s) as may be concerned in the 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 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 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 Owner 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.
23. 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 therefrom till the Complex Building(s) is complete.
24. 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.
25. 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.
26. That this Agreement shall always be deemed to be subject to the usual force majeure clause.
27. That the Owner 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.
28. 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.
29. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire Agreement



Sandeep *Prerna*

between them. No changes or alterations to this Agreement shall be done without the written consent of the parties hereto.

30. 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.
31. Allotment Letter will be issued to the Land Owner 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.
32. 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.
33. 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.
34. 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 Owner harmless and indemnified against all claims, demands, damages and losses.
35. 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.
36. 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 **Shri Sunil Goel** of the Company. It is also agreed between the parties that the arbitration process shall be in accordance of The Arbitration and Conciliation Act, 1996. 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 Jhajjar (Haryana), subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
37. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.



38. 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.

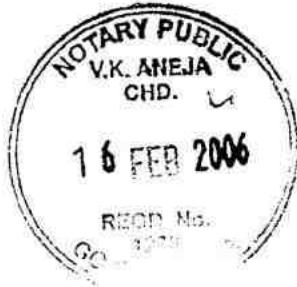
IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement at New Delhi on the day, month and year mentioned above in the presence of witnesses.


WITNESSES:

1. Parveen Kumar
2972, Sec 15C
CHANDIGARH


2. Harish Kumar
H.No. 169, Ph-5, Saini Vihar
Battana, Punjab.

for M/s. Shanti Niwas Developers Private Limited




(Sandeep Mangla)
Authorised Signatory
.....OWNER

for M/s Omaxe Construction Limited


(Vimal Gupta)
Authorised Signatory
.....BUILDER



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COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at New Delhi on this 23rd day of December 2005

BETWEEN

1. **M/s. Jitenjay Realtors Private Limited**
2. **M/s. J. R. S Projects Private Limited**

both the above said Companies incorporated under the Companies Act, 1956 and having its corporate office at 12, Local Shopping Centre, Kalkaji, New Delhi-110019, through its Authorised Signatory, **Shri Sandeep Mangla** S/o. Shiv Dharshan Mangla, R/o. F-141, Sarita Vihar, Delhi (hereinafter called "**THE OWNER**" 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 Construction Limited, a Company incorporated under the Companies Act, 1956 and having its office at 7, LSC, Kalkaji, New Delhi-110019, through its Authorised Signatory, **Shri Vimal Gupta** S/o. Shri V. P. Gupta, R/o. D - 8B, Gali No. 19, Madhu Vihar, Delhi (hereinafter called "**THE BUILDERS**" 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 and its nominee Companies are the Owner and in possession of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land, total admeasuring ...1.60 KanalMarla (.....20. Acres) *Approx.* hereto by virtue of Mutation / Jamabandi records for the year of situated at Village Sakhaol & Bahadurgarh, Tehsil- Bahadurgarh, Distt. Jhajjar (Haryana). The list of nominee Companies of the First Party along with Khewat No. / Khatoni No. is enclosed herewith and is marked hereto as Annexure-A.

AND WHEREAS the Owners contemplate to develop a Land admeasuring ...1.60 KanalMarla (.....20 Acres) out of aforesaid Land as detailed in Annexure-A (hereinafter referred to as the **Said Land**) by constructing a Group Housing thereon after getting the Said Land released from acquisition and obtaining the requisite license from the concerned authorities 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 Builders who are engaged in the development and construction of various type of buildings and are well reputed and experienced in this line of business and are confident that they are 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.

AND WHEREAS the Builders have agreed to undertake the execution and completion of the Said Group Housing / Commercial Complex on the Said Land on the terms and conditions hereinafter appearing.

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

1. That the subject matter of this Collaboration Agreement between the Owners and the Builders is the Said Land total admeasuring *Approx. 20 Acres* hereto by virtue of Mutation / Jamabandi records for the year of Village Sakhaol & Bahadurgarh, Tehsil- Bahadurgarh, Distt. Jhajjar (Haryana). for utilizing the same for construction of a Group Housing / Commercial Complex.

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2. That the Builders 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 of all Competent Authorities and thereafter to construct on the Said Land, a Group Housing. The Owners agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Builders, the said land and to irrevocably vest in the Builders all the authority of the Owners as may be necessary in the discretion of the Builders for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of the proposed Group Housing 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 Builders.
3. That the building plans for the said Group Housing 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.
4. That the Builders 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 and get them approved / sanctioned from the Competent Authority(s). For this purpose the Builders undertake to engage and employ reputed Architect or Architects at its own cost, expenses and responsibilities. The Builders shall for and on behalf of and in the name of the Owners apply to the Town & Country Planning Department, Haryana, Chandigarh 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 in accordance with the applicable Zonal Plans within 180 days of execution of this Agreement. However, the Builders shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Builders desirable or necessary.
5. 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 Builders. The Complex to be constructed by the Builders 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

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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.

6. (a) In the consideration of the Said Land, the Owner shall be entitled and to possess a 15% of constructed area in the proposed Group Housing.
(b) The Owners shall have a right to book / sell its share as per its direction and distribute the sale proceeds among their nominee Companies with mutual consent.
7. That the Owners have delivered and handed over the actual, physical vacant possession of the said land to the Builders on execution of this Agreement.
8. That the Builders 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 within 30 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 Builders, the Builders shall be entitled to a reasonable extension of time for completing the said Complex. On happening of such eventuality, the Builders shall make a formal request for extension of time to the Owners and get his approval/sanction in writing thereto (which shall not unreasonably withheld by the Owners).
9. a) That the time for completion of the said Group Housing as stated in Clause 8 above is the essence of this contract. If the Builders 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 Builders 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 it is the condition of this Agreement that after obtaining the license and the required permissions from the concerned authorities

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for the said Complex, the Owners or their nominees or legal heirs will not cancel or backout from this Agreement under any circumstances. In such eventuality the Builders 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 Builders 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 on the said land to a third party for such price and on such terms and conditions as the Builders may in consultation with the Owners decide.
10. 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 therefrom.
11. That all rates, cesses and taxes due and payable in respect of the said land shall be the exclusive liability of the Builders.
12. That the Owners covenant with the Builders 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 Builders, 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 effect their ownership rights in the said land.
13. That the Owners undertake irrevocably to constitute the Builders and its Authorised Signatory Sh. Vimal Gupta and, 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 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 Builders 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

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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 Builders and further more the Builders 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.

14. That the Builders 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 Builders and no liability on this account shall fall on the Owners.
15. That the Builders shall be entitled to the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Builders 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 Builders and any delay by the Owners in passing on the refund to the Builders in this regard shall entail interest at the rate of 12% per annum.
16. That it is an integral and essential term of this Agreement that the said Group Housing shall be named by the Builders.
17. That the Owners have declared and represented to the Builders that the said property is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and no notification under Section 4/6 of the Land Acquisition Act, 1984 has been passed till the execution of this Collaboration Agreement and 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 Builders have entered into this Agreement relying/acting upon these declarations and representations/undertaking of the Owners.
18. 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 Builders and/or intending buyers of whole or part of Builder's share of the built areas, car parking etc.

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19. 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.
20. 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.
21. 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 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 Builders.
22. That on execution of this Agreement, the Builders 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 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 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 Builders under this Clause, does not empower the Builders to carryout any construction work on the said land until license is granted by the Competent Authority(s) as contemplated herein.
23. That it is agreed between the parties that the possession of the said property once delivered/handed over to the Builders for the purpose of the above mentioned Project shall not be disturbed and they shall not be dispossessed therefrom till the Complex Building(s) is complete.
24. 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.
25. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual cooperation keeping in view the

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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.

26. That this Agreement shall always be deemed to be subject to the usual force majeure clause.
27. 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 Builders 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.
28. 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.
29. 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.
30. 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.
31. Allotment Letter will be issued to the Land Owners 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.
32. 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.
33. 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.
34. That if the Project is abandoned, neglected or otherwise fails due to breach of contract and default on the part of the Builders, then the Builders undertake to keep the Owners harmless and indemnified against all claims, demands, damages and losses.

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35. 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 confirm to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
36. 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 **Shri Sunil Goel** of the Company. It is also agreed between the parties that the arbitration process shall be in accordance of The Arbitration and Conciliation Act, 1996..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 Jhajjar (Haryana), subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
37. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builders.
38. 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.

[Handwritten signatures]

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.

ATTESTED TRUE COPY

[Handwritten signature]
C.D. KATARIA
NOTARY
Chandigarh Administration
CHANDIGARH (U.T.)

24 DEC 2005



for:

M/s. Jitenjay Realtors Private Limited
M/s. J. R. S Projects Private Limited

2.



(Sandeep Mangla)
Authorised Signatory
.....OWNER(S)

for M/s Omaxe Construction Limited



(Vimal Gupta)
Authorised Signatory
.....BUILDER(S)

ATTESTED TRUE COPY



C.D. KATARIA
NOTARY

Chandigarh Administration
CHANDIGARH (U.T.)

24 DEC 2005



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ONE
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INDIA NON JUDICIAL

हरियाणा HARYANA

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COLLABORATION AGREEMENT

THIS AGREEMENT is made and executed at Bahadurgarh on this 24th Day of September, 2012;

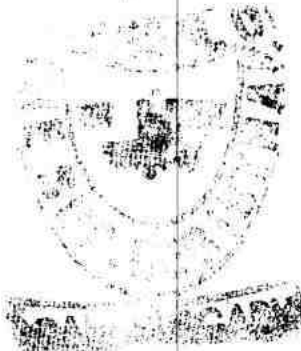
BETWEEN

SWAMI GANGADAS S/O SWAMI RAM DEVANAND JI R/O BABA GARIBDAS SANT YOG ASHRAM BAROTA, TEHSIL GOHANA, SONEPAT (HARYANA), hereinafter called the "OWNER" (which expression shall include its successors, representatives, nominees and permitted assigns) of the FIRST PART;

AND

M/s Omaxe Ltd. a company incorporated and registered under the Companies Act, 1956, having its registered Office at 7, Local Shopping Centre, Kalkaji, New Delhi – 110 019 through its Authorised Signatory, Mr. Anil Gupta who has been empowered to execute this Agreement by the resolution passed by the Board of Directors on 10.09.2012, hereinafter called the "BUILDER" (which expression shall include its successors, representatives, nominees and permitted assigns) of the SECOND PART.

25
24/9



Stamp Vendor

No. 10068

24 SEP 2012

Chare L. T. 20. B/ B

प्रलेख नः 5430

दिनांक 24/09/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील बहादुरगढ	गांव/शहर कसार
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 100.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: ललित सहरावत वकिल

यह प्रलेख आज दिनांक 24/09/2012 दिन सोमवार समय 12:20:00PM बजे श्री/श्रीमती/कुमारी स्वामी गंगादास पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी स्वामी राम देवानन्द निवासी बड़ादात. गोहाता द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री स्वामी गंगादास

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी बजरिये अनिल गुप्ता दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी आमप्रकाश नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बगढ व श्री/श्रीमती/कुमारी - पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी - ने की।

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

दिनांक 24/09/2012

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ

WHEREAS there exists a plot of land admeasuring **1.50 Acres** situated in the revenue estate of Village Kasar, Tehsil Bahadurgarh, District Jhajar, Haryana, comprising in Rect. No. 31 Khasra No. 17/2 (4-0) & 18 (8-0) total **12 Kanal 0 Marla** and the OWNER holds entire share in said land and is the owner of the same as per the Sale Deed registered as Document No. 14123 on 21.02.2012 in office of Sub-Registrar Bahadurgarh, jamabandi for the year of 2003-04, mutation bearing no. 3270 and other relevant revenue records (hereinafter referred to as "**Land**") owned by OWNER of the First Part .

AND WHEREAS, OWNER who as per the land records have sale deeds, registries, Jamabandis and mutations of the freehold land in its name and are absolute owners of said Land and have a good marketable title to it, is desirous to get a Residential/ Plotted colony developed on the said site after obtaining the requisite license / permission to change of land use from the concerned authorities and getting the plans sanctioned / approved from the Competent Authority.

AND WHEREAS, the title of the OWNER in respect of land, detailed hereinabove, is the lawful and the OWNER is in possession of the land in question and is fully competent and entitled to deal with the same.

AND WHEREAS, the OWNER is not fully equipped to execute and complete the work of development and construction of the proposed Residential/Group Housing/Plotted Colony and has 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 has the experience of and is in a position to obtain permission for change of land use/ obtain license etc. to collaborate with it for development and construction of the said residential/group housing/plotted colony on the said land.

AND WHEREAS, the OWNER is entitled to enter into this Agreement with the Builder and he has full right and authority, to sign and execute the same.

AND WHEREAS, the BUILDER has agreed to undertake the development and construction of the said residential plotted colony.

AND WHEREAS, in consideration of the premises, covenants and mutual representations & warranties of the OWNER and the builder, Parties to this Agreement have agreed to enter into this arrangement, subject to the terms and conditions herein contained.



NOW THEREOF THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Builder agrees to include the land in the residential township project being developed by the Builder and its associate companies, at its own costs and expenses and with its own resources on the said site.
2. That in consideration of the Builder agreeing to Develop/construct the said residential plotted colony on the said land on behalf of the OWNER, the parties herein agree that the Owner shall get 53% of developed area in the residential plotted colony ("**Owners Share**") to be developed on the said Land. In this regard plots of various sizes would be shared between the parties proportionately and as per approved layout plan. The remaining plotted area in the Plotted components of the Colony, total built up and developed area in the Group Housing, Institutional and Commercial components of the said colony and total built up and developed area in Public Area like School, hospitals etc proposed to be developed on the Scheduled Property shall belong to the Builder ("**Builder Share**"). Builder shall be entitled to sell, assign, lease, transfer or dispose of their share of the residential colony in any legal manner, whatsoever, as deemed fit by them.
3. That the OWNER hereby agrees not to transfer their rights, title or interest in the land during the period of development till completion of the project.
4. That the OWNER undertake and accept what is expressly provided herein, that they shall not in any way transfer, encumber, mortgage its rights title or interest in the said residential colony in whole or in part, except its owners share as per clause 2 above.
5. That the OWNER agrees to place at the disposal of the Builder the said site for the purpose of development/raising constructions and to vest in the Builder all such powers and authorities that would be necessary or desirable for the speedy and efficient completion of development of the said residential colony. This would include the authority/ power to submit plans, proposals, apply for cement, steel, electricity, water connections etc. and all other matters which may be necessary for the purpose of this agreement.
6. That immediately on signing of this agreement the OWNER agree to execute registered Power of Attorney as per "**Annexure - A**" in favour of the Builder for the purpose of submission and approval of drawings on behalf of the OWNER for development and construction of the said residential colony and also to sell, assign, lease, register or in any other way dispose of the share of the Builder in the developed/total super built up area subject to the terms



and conditions mentioned in this collaboration agreement and the said power of attorney.

7. The OWNER declares that no notice has been received from the government or any local body or authority including the Municipal Corporation has been received by or served upon the OWNER. The Builder shall apply and procure the Licence for development of Colony (hereinafter referred to as the "Licence").
8. That a sum of Rs.2,00,000/- (Rupees Two Lac Only) has been paid by the Builder to the Owner as refundable security deposit for due performance of the obligations undertaken under this agreement, receipt whereof is hereby admitted and acknowledged by the Owner.
9. That, it is agreed by both the Parties that in the eventuality of, requisite Licenses/permissions/approvals etc. for development of the said Land is not granted by the competent authorities, due to any reason whatsoever, then every understanding/agreement entered into between the parties herein in respect of development of said Land shall stand cancelled and the Builder shall be fully entitled to receive the amount paid to the Owner by the Builder. In such event the builder shall have no claim left whatsoever against the owners or in respect of the land in question and the owners shall be free to deal with their land in the manner deemed fit by them
10. That the OWNER further agree that at the cost of the Builder the sewage line of the residential colony shall be connected with the nearest existing sewage line which has been developed by the HUDA and the OWNER would have no objection to such thing.
11. The possession of the land has been handed over to the Builder at the time of executing this Agreement for the purpose of survey, preparing 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 and completion of the said Project on the said land.
12. That the Builder shall be at liberty to book, allot or enter into agreement of sales/ lease in whole or in part of its shares which are to fall upon him in terms of these presents. However, the OWNER can also book, allot or enter into agreement of sales/ lease in whole or in part of its shares which are to fall upon him in terms of these presents upon earmarked and allotment made by the Builder.



13. That it is hereby agreed by the OWNER and the Builder that they shall directly meet the requirements of the provisions of Income Tax Act as may be applicable, in proportion to their share in the developed/ built up area hereinabove mentioned, of the said developed area.
14. That the terms of all documents i.e. Plot Buyers' Agreement, possession documents, maintenance documents, conveyance deed, the agreement with the prospective purchasers of the flats) or the lease/ rent agreements etc. shall be settled by the Builder, and the same format shall be adhered by the OWNER. The OWNER shall give separate general Power of Attorney to the Builder to sell their share of the property to the extent they desire to be sold through the Builder.
15. That the Builder shall start development/construction of the Residential Colony after the receipt of all permissions sanctions and approvals required from the concerned authorities, subject to force majeure circumstances, and the time period for completion as mentioned in Clause 16 herein would begin from the date therefrom.
16. That the builder shall positively obtain letter of intent within a period of 6 months of the execution of this collaboration agreement and also obtain licence within 6 months of obtaining the letter of intent. The Builder shall also complete the entire development work of the said residential colony within the period of 30 months from the date of obtaining of license. Time is the essence of this collaboration agreement. In case the builder would not perform its part of the obligation undertaken under this collaboration agreement within the time frame mentioned above, in that event the continuity of this Agreement can be decided mutually.
17. That all costs and expenses in obtaining the requisite permissions including EDC, IDC or any other charges including furnishing of bank guarantees etc shall initially be borne by the builder on its own from various authorities i.e. HUDA, Fire Department, DTCP (Director Town and Country Planning), etc. connected with the sanctioning and completion of the layout plans/building plans shall be the liability of the Builder.
18. The Builder further agree that if any changes, additions, alterations, rectifications or the like are necessary for obtaining occupancy certificates the said additions alterations, rectifications, etc. will be carried out by the Builder(s) at their cost and to the satisfaction of their authorities so that occupancy certificate is granted by the competent authorities.
19. The OWNER hereby confirms that the Builder's share in the land will be passed on to the Builder free from all encumbrances, liens, and attachments



whatsoever after obtaining plotted area falling to the share of the owners. In case the same is not done by the OWNER, the Builder will have the power under the Power of Attorney to get the Sale Deeds executed in its/ buyers favour along with proportionate share in the land.

20. That the Builder hereby undertakes to build the residential colony in conformity with the existing laws and rules and if any defect is detected at any subsequent stage then the Builder shall rectify the same at their own costs.
21. That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtain the license for the said Project, it is the condition of this Agreement that after obtaining the license and the required permissions from the concerned authorities for the said Project, the Owner or its nominee(s) or legal heir(s) will not cancel or back-out from this Agreement under any circumstances. In such eventuality, the Builder besides its other rights will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the Owner.
22. That it is clearly agreed and understood by and between the parties that neither party will violate or cause violation of any of the terms of this agreement through their agents, employees or servants and that any claim, demand, litigation, decree, restraint or prohibitory order on either party shall be met with and satisfied by that party concerned at their own cost and expense.
23. The development expenses/ license fees/ zoning fees or any other taxes of the Government shall be borne by the Builder. Any taxes pertaining to the aforesaid land for period prior to the execution of this Agreement, payable to any agency, shall be borne by the OWNER. However, any land revenue taxes pertaining to the period after execution of this Agreement, payable to any agency shall be borne by the OWNER and the Builder in the proportion of their share respectively.
24. That the Owner simultaneously undertakes to constitute the Builder and its nominee(s)/authorized Signatory Shri Anil Gupta, as its attorney 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 statutorily required to be done and performed in connection with the development, construction and completion of the said Project and for booking, allotment and sale of Builder's Allocation therein and for the acts and deeds as mentioned hereinabove Para No. 06 and for all other purposes



mentioned in the draft of Power of Attorney approved by the parties hereto till the duration and full implementation of this Agreement in all respects. However, the Builder undertakes in its capacity as a Builder in terms of this Agreement and as attorney for the Owner not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Laws or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, the entire liability in this behalf shall be incurred and discharged by the Builder and further more the Builder undertakes to keep the Owner harmless and indemnified against all such claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.

25. That the OWNER shall be concerned and liable in respect of income tax and/ or other fiscal liabilities as far as its share in the plotted area and/ or the proceeds thereof are concerned and similarly the Builder shall be concerned and liable in respect of income tax and/ or other fiscal liabilities as far as their share in the areas and /or the proceeds thereof are concerned under this agreement.
26. The OWNER /Builder shall take all necessary clearances, if required, from the Income tax department and shall provide each other assistance and sign necessary documents for taking clearance from income tax department.
27. That the Builder shall be entitled to get 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 Project. The Owner undertakes 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 Owner in passing on the refund to the Builder in this regard shall entail interest at the rate of 18% per annum.
28. That the parties hereby confirm and declare that the entire EDC, IDC and other development charges as applicable to the said Land will be paid initially by the Builder to the complete satisfaction of Haryana Government, its authorities, corporation and other statutory bodies, however, if any area is sold by the Builder(s) on behalf of the Owner(s) out of its share in the project, then the EDC and IDC proceeds from the customers would be retained by the Builder. Alternatively the Builder shall have the liberty to collect the EDC and IDC of the Owner's share in its name from the prospective buyers. If any area remains unsold/ retained by the Owner, from the Owner's share in the Colony, then the same shall be recovered from the OWNER in proportion of its unsold share.



29. That any change, modification or alteration or any amendments, whatsoever, in this agreement shall be made only with mutual written consent of the parties hereto.
30. That the Owner has declared and represented to the Builder that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owner shall keep the said land 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 Owner. Further, the Owner hereby declares that it has neither entered into any other prior agreement/arrangement with respect to the said Land for its development or any type of other agreement nor shall it enter into any such agreement/arrangement in future during the validity period of this collaboration agreement.
31. 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 said Project on the said land; to put up its sign boards at the premises with the legend that the said Project to be constructed as above is Plotted residential colony 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 Owner to the Builder under this Clause, does not empower the Builder to start and carryout any construction work on the said land until license and other necessary approvals, sanctions etc. are granted by the Competent Authority(s) as contemplated herein.
32. That it is agreed between the parties that the possession of the said land once delivered/handed over to the Builder for the purpose of the above mentioned said Project shall not be disturbed and they shall not be dispossessed there from subject to adhering to the terms and conditions of this collaboration agreement.
33. That all notices, letters shall be sent through registered post acknowledgement due to the other Party at the address first above given or at such duly notified changed address.

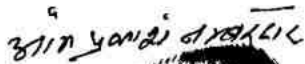


34. That all costs of stamping, engrossing and registration of this Agreement shall be borne equally by the Parties herein.

35. That in the event of any dispute arising under, in connection with, incidental to, and/or in interpretation of scope of this agreement or relating thereto, the same shall be referred to any arbitrator mutually acceptable to both the parties and the decision of the arbitrator shall be final and conclusive. The provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications amendments and/or re-enactment thereof from time to time shall apply to such arbitration. The parties shall bear and pay their own costs, charges and expenses of the proceedings for the Arbitrators.


IN WITNESS WHEREOF the parties have set their hands to this document on this 24th Day of September, 2012.

WITNESSES:


1. 



[SWAMI GANGADAS]
First Party/Owner

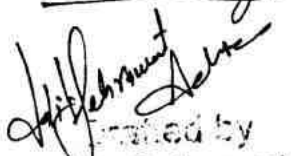
2. 
VIJAY PAL SINGH S/O SA. Raj Singh
300. Sarmit Nagar, Bahadurgarh

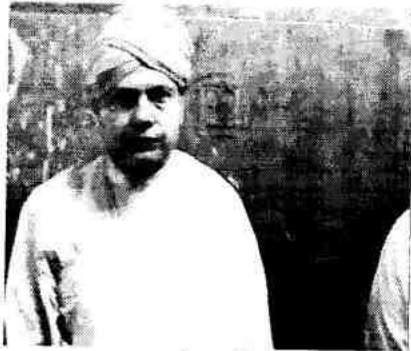
For, M/s Omaxe Ltd.



[ANIL GUPTA]
Authorised Signatory

Drafted by :-


Harit Sehrawat
Advocate



पेशकर्ता



दावेदार



गवाह

पेशकर्ता	स्वामी गंगादास		
दावेदार	बजरिये अनिल गुप्ता		
गवाह	ओमप्रकाश नम्बरदास		
गवाह			

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5,430 आज दिनांक 24/09/2012 को बही नः 1 जिल्द नः 275 के पृष्ठ नः 181 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 1 जिल्द नः 479 के पृष्ठ सख्या 39 से 40 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 24/09/2012

उप/सयुक्त पंजीयन अधिकारी
बहादुरगढ



भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

G 860892

POWER OF ATTORNEY

53
24/9/12

This **POWER OF ATTORNEY** is executed on this 24th Day of September, 2012 by SWAMI GANGADAS S/O SWAMI RAM DEVANAND JI R/O BABA GARIBDAS SANT YOG ASHRAM ~~FADUA~~ *Bakota*, TEHSIL GOHANA, SONEPAT (HARYANA) (hereinafter referred to as the "Executant") in favour of M/s Omaxe Limited (formerly M/s Omaxe Construction Ltd.), a Company registered under the Companies Act, 1956 and having its Registered Office at 7, L.S.C., Kalkaji, New Delhi- 110 019 represented through its authorized signatory Mr. Anil Gupta who has been authorized vide board resolution dated 10.09.2012 and its nominee Sh. Anil Gupta S/o Shri Gokal Chand Gupta (hereinafter referred to as the said "Attorney").

WHEREAS the executant is the owner of 12 Kanal 0 Marla (1.50 Acres) of land comprising in Rect. No. 31 Khasra No. 17/2 (4-0) and 18 (8-0) situated in the revenue estate of Village Kasar, Tehsil Bahadurgarh, District Jhajjar, Haryana (hereinafter referred to as the "Said land").

Gokal Chand

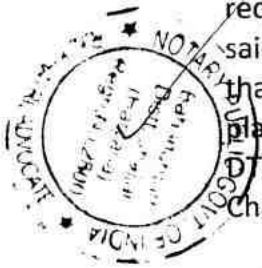


AND WHEREAS the Executant has entered into a Collaboration Agreement dated 24.09.2012 with the builder **M/s Omaxe Ltd.** for inclusion of the said land in its existing Plotted Complex Project being developed at Sector-15, Bahadurgarh within the revenue estate of Village Kasar, Tehsil Bahadurgarh, District Jhajjar, Haryana in the name and style of Omaxe City Bahadurgarh (Delhi Road) (hereinafter referred to as the "**Said Project**").

AND WHEREAS to implement the objectives of the said Collaboration Agreement, the executant has agreed to execute a Power of Attorney in terms of Clause 24 of the said Collaboration Agreement in favor of the said Attorney.

Now, therefore, through this power of Attorney the Executant hereby appoints, nominates and constitutes the said Omaxe Ltd. represented through its authorized signatory Mr. Anil Gupta who has been authorized vide board resolution dated 10.09.2012 and its nominee Shri Anil Guta S/o Shri Gokal Chand Gupta as its true and lawful attorney (hereinafter referred to as the said "**Attorney**") to do all or any of the following acts, deeds and things inter-alia to apply & obtain the necessary permissions, approvals, NOC from the competent authorities for development, construction & marketing and to book for Sale/ Agreement to Sale, to convey the rights, interest, liens and titles in the plots etc. falling in the share of builder from the said Project .

1. To make and prepare and /or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of Layout/ Building Plan and/or for the purpose of developing Plots on the said land as may be permissible by the concerned Authority(ies) including the office of the Director Town & Country Planning Haryana, Urban Estate, Municipal Committee Area and Ministry of Environment or any other Competent Authorities from time to time.
2. To apply for and obtain all requisite permissions and approvals as may be required for development of the said Land after making it a part of the said Project for development thereon by way of the said Project and for that purpose to sign, file and submit layout plan, building plan, services plan, revised/modified plans before the concerned authorities including DTP- Jhajjar, STP- Jhajjar, Director, Town & Country Planning, Haryana, Chandigarh, Haryana Urban Development Authority, Urban Estate,



Municipal Committee Area and Ministry of Environment and/or any other local authority under State Government and/or Central Government as may be required from time to time.

3. To sign, file and execute all applications, representations, affidavits, undertakings, indemnity bonds and such other papers and documents as may be required by concerned authorities for the purpose of obtaining requisite permissions, approvals, NOC from the concerned authorities such as Fire Department, Licensing Authorities, Municipal Authorities and/or authorities in charge of the Sewer, Water, Electricity, Highways or any other concerned authorities connected with the sanction of layout and building plans, developing of Plots and any other thing connected therewith.
4. To commence, carry on and complete and/or cause to be commenced, carried out and completed development work on the said land in accordance with the sanctioned layout plans and specifications whether amended or otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.
5. To make necessary applications for procuring permits and quotations for cement, steel and other building materials and for the purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits/ quotations etc.
6. To apply for and obtain, connections inter-alia for water, sewerage, electricity and roads and to do all acts, deeds things and matters for the said purposes to lay and install all the connections.
7. To apply for and obtain the Completion Certificate and/or Occupancy Certificate from the authorities concerned and for that purpose to sign, execute file and submit the completion plans, application, notice and all such other papers and documents as may be required from time to time.
8. To advertise and issue printed materials regarding the said Project and engage broker/ leaders for booking/ sale of the Plots/ Units and other saleable areas of the said Project in its own name.



9. To book for sale and enter into agreement to sell or any other such document for sale of the Plots or any other saleable area and also to let out and register Lease Deeds in favor of any person and realize the rents in its own name and issue the rent receipts thereof.
10. To execute, sign and present for registration before proper registering authority, proper sale/ conveyance deed for conveying the rights, interests, liens and titles in the Plots falling in the share of the builder developed on the said Land in the said project as per terms of Collaboration Agreement in favour of the intending purchaser(s) of in its own name and to do all such acts, deeds and things which may be necessary for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his/her nominee(s).
11. To receive consideration in respect of the said plot in its own name and to admit the receipts thereof and to deliver possession of the plot to the said purchaser or to his or her nominee(s) either physically or constructive as may be feasible.
12. To create lien, charge, mortgage with the bank(s) / financial institution(s) on the saleable units (Plots) booked in the name of the prospective purchaser on their request to avail loan facility
13. To sign, institute, conduct and present all kind of suits, petitions or claims, objections, complaints, appeals, plaints, reviews, revisions, written statements, applications, contracts, affidavits, undertakings, indemnity bonds, agreements etc., in all courts and offices to proceed in all the proceeding filed in the name of and against the executants regarding the said project to compromise and compound the cases, to withdraw them, to deposit and withdraw money, to deposit and withdraw documents and to issue receipt/ acknowledgement in respect thereof and to take every step for the same regarding the said project.
14. To appoint, retain and employ counsels, pleaders, advocates or other attorney and issue Vakalatnamas and warrants of attorney, whenever the said attorney shall think expedient.



15. To appoint one or more attorneys and to remove and/ or reappoint in place of the said attorneys and confer upon such attorneys all or any of the powers conferred herein. The principal attorney may authorize any of its employee(s) to represent it at the time of execution and presentation of documents in favour of the intending purchaser(s) for registration before the Sub-Registrar concerned.

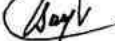
And generally to do all other acts, deeds, matters and things whatsoever in or about the said Land in the said Project and affairs as contemplated in the said Collaboration Agreement either particularly or generally described as amply and effectually and to all intents and purposes as the executant could do.

And, the Executant, hereby agree and undertake to allow, ratify and confirm all and whatever the said Attorney or Attorneys shall lawfully do or cause to be done with regard to the aforesaid, by virtue of these presents all acts, deeds and things done or caused to be done by the said attorney or by any of its/his delegates, appointed prior and/or after this execution, shall be deemed to have been done by the Executant and the Executant shall not cancel this Attorney/Authorization until the objectives in terms of Collaboration Agreement dated 24/09/2012 are fulfilled.

The Executant hereby declares that this instrument shall be binding also on its successors in interest.

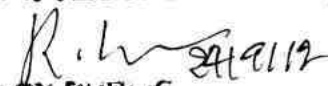
IN WITNESS WHEREOF the said Executant hereto has hereunto set and subscribed its hands on this Power of Attorney on the day, month and year first above written in presence of the following witnesses who have signed these presents in the presence of the Executant(s):

WITNESSES:

1. 
VISHAY PAL SINGH S/O SA RAJ SINGH
300, Sainik Nagar
B. LARU
- 2.


(EXECUTANT)

ATTESTED


NOTARY PUBLIC
RAM KANWAR KHATRI
Advocate Bahadurgarh
Distt Jindgar (Haryana)



DRIVING LICENCE

FORM 7
Rule 13G

No. 7 Date 7-7-2016

Name Swamiram Davar

Date of Birth 10/8/82 Blood Group

Address Sant 5000

Harota Teh Sada

District Sonbhadra

VALID UNTIL
22-7-2016

SIGNATURE OF HOLDER

Endorsements

3
(Handwritten signature)

Licensing Authority
Karnataka
CC-14A

Old No. _____

- 1. Driving Test
- 2. Medical Test
- 3. Vision Test

Contact: 98155 80056
01843 385002

Phone No. 011 210 2000

भारतीय गैर न्यायिक

एक सौ रुपये

₹. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

G 860891

Swami Gangadas
Affidavit (Undertaking)

Swami Gangadas
THIS DEED OF UNDERTAKING IS MADE at Bahadurgarh on 24th day of September, 2012 by SWAMI GANGADAS S/O SWAMI RAM DEVANAND JI R/O BABA GARIBDAS SANT YOG ASHRAM ~~BAROTA~~ ^{BAROTA}, TEHSIL GOHANA, SONEPAT (HARYANA) (hereinafter called "**THE OWNER**") which expression shall mean and include its legal heirs, successors, assigns and representatives) before the Director General, Town and Country Planning, Government of Haryana, Chandigarh (hereinafter called the '**Director General**' which expression shall mean and include its successors, assigns and representatives).

WHEREAS the Director General is considering to grant a License to the owner for setting up a Group Housing/Plotted/Commercial Complex Project on land admeasuring **12 Kanal 0 Marla (1.50 Acres)** comprising in Rect. No. 31 Khasra No. 17/2 (4-0) and 18 (8-0)

Swami Gangadas



हरियाणा सरकार

Sudhi Stamp Vendor
Gangra, F.O.....

Affidavit Attestation
4 SEP 2012

नः 13555

तिथि: 24/09/2012

श्री गंगदास शर्मा
Beharwadi (H.)



SWAMI GANGADAS

situated in the revenue estate of Village Kasar, Tehsil Bahadurgarh, District Jhajjar, Haryana and for this purpose the Director General wants that owner must give an undertaking for carrying out the development of the aforesaid Project on the land as mentioned above in terms of the Haryana Development & Regulation of Urban Areas Act, 1975.

NOW THIS DEED OF UNDERTAKING WITNESSETH AND THE OWNER HAS AGREED AND UNDERTAKEN AS UNDER:

1. That the Owner hereby undertakes to comply with the terms and conditions of the licenses, that may be granted and to carry out the execution of the development work of aforesaid Project in terms of the provisions of the Haryana Development & Regulation of Urban Areas Act, 1975 and pay External Development Charges to Haryana Government as agreed to by the owner(s).
2. The Owner hereby undertakes to deal with the Haryana Government in connection with the grant of licenses to them and hereby undertake to ratify all that has been done or would be done by the developer Company.
3. The Developer Company will also be bound by this undertaking.



Executant

Verified & Identified

~~Lawyer~~
Lawyer
Lawyer
Advocate

Attested as Identified

(SUSHIL SHARMA)
Executive Magistrate
Bahadurgarh-124507

24/9/12



दिल्ली DELHI

C 496246

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at New Delhi on this 20th day of June, 2006

BETWEEN

M/s Hari Kishan Builders & Developers Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at S - 189, Greater Kailash, Part - II, New Delhi and having its administrative office at A-2-684/2/9, Plot No. 9, Bhawani Enclave, Road No.-12, Banjara Hills, Hyderabad, through its Managing Director Shri S. Ram Kumar Reddy (hereinafter called "THE OWNER" which expression shall, unless repugnant or opposed to the context hereof includes its successors in interest, liquidators and assigns) of the First Part;

AND

M/s. Omaxe Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 7, Local Shopping Center, Kalkaji, New Delhi - 110019 through its Authorised Signatory, Shri Vimal Gupta (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.

R. K. Reddy

Vimal Gupta

22998 19 20 JUN 21
old to.....
Subject of.....
J.P. RAO L/No. 510
Stamp Agent, Mohrauli, New Delhi

MR R CONST
JEE CIVIL

WHEREAS the First Party is the Owner and in possession of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land 7.25 Acres as per details annexed hereto and marked as **Schedule - A** by virtue of various Sale Deeds, Jamabandi and Mutations sanctioned accordingly, copies annexed hereto, situated at village - Kassar, Tehsil- Bahadurgarh, Distt- Jhajjar, Haryana falling in the Residential Sector-15, under Bahadurgarh City Master Plan, Haryana. (hereinafter referred to as the "**Said Land**").

AND WHEREAS the Owner is aware of the fact that the Developer is procuring the land (**Project Land**) in the immediate vicinity of the Said Land and is planning to develop a Residential Plotted / Flatted / Commercial Complex / Township on the Said Project land (hereinafter referred to as the "**Existing Project**") after obtaining necessary permissions from the competent authority and accordingly the owner in his larger interest contemplated to contribute the Said Land for a unified, integrated development thereof alongwith the Existing Project of the developer after obtaining the necessary approvals, permissions & sanction therefor from the competent authorities.

AND WHEREAS the Owner is also aware of the fact that the Said Land is not having the connectivity with the land of Builder and the Said Land is purchased in partly shares by the Owner. So the Builder has to first procure approximate 6 Acres land to make the area in compact form.

AND WHEREAS the development & construction the "**Said Land**" alongwith the Existing Project shall hereafter be referred to as the "**Said Project**".

AND WHEREAS the Owner are not fully equipped to execute and complete the work of development of the Said Land & Construction thereon if any, in accordance with the layout of the Said Project and have requested the Builder who are engaged in the development and construction of various type of buildings and are well reputed and experienced in this line of business and is in a position to obtain permission for change of land use/obtain license etc. and to collaborate with them in the execution and completion of development of the Said Land in conformity with the layout of the Said Project.

AND WHEREAS the Builder has agreed to undertake the execution and completion of the development of the Said Land in conformity with Said Project on the terms and conditions hereinafter appearing.

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



1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the "Said Land" admeasuring 7.25 acres as per schedule – A annexed hereto and by virtue of various Sale Deeds, Jamabandi and respective Mutations, copies annexed hereto for utilizing the same for the unified integrated development of the Said Project.
2. That the Builder will procure the land admeasuring approximately 6 acres falling between the Said Land and the existing project land owned by the Builder in order to make the entire area compact and contiguous piece of land to be developed in an integrated manner with the already existing Project land of the Builder.
3. That the Builder will complete the procurement as contemplated in para 2 of terms & conditions within three months from the date of signing of this Agreement or any further mutually extended period by the parties hereto in respect thereof.
4. That once the procurement as contemplated in para 2 of terms & condition is completed and the area becomes compact piece of land suitable for the development thereof in an integrated manner and in conformity with the existing project land of the Builder, the Builder shall apply the License to the competent authority in respect thereof .
5. 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 of all Competent Authorities alongwith the Said Project. The Owner 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 Owner 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 Said Project. 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.
6. That the building plans for the Said Project 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 building plans for the Said Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.

R. K. Khanna

[Signature]

7. That the Builder shall at the earliest possible time proceed to have suitable design, model and / or plans prepared for the Said Project 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 Owner 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 development & construction on the Said Land 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.
8. That the entire amount required for the cost of construction on the said land 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 and internal development 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, shall be wholly to the account of the Builder. However, External Development charges, Infrastructural Development charges, preferential location charges shall be payable by the Owner.
9. That for the proper or due performance under this Agreement the Builder has given a refundable security of Rs 25,000/- (Rupees Twenty Five Thousand Only) vide cheque no.....date..... drawn onto the Owner, and the Owner shall be liable to refund the above mentioned security money of Rs 25,000/- (Rupees Twenty Five Thousand Only) to the builder after getting the requisite license from the competent authority within 6 months period / any extended period, as mutually agreed, from signing of this agreement and subsequently handing over the developed plotted area to the Owner as per clause 7(a) mentioned below or if the developer fails to get the requisite license within the stipulated time as mentioned above at the option of Builder.
8. (a) In consideration of the Said Land, the Owner shall be entitled to possess developed plotted area @ 1500 sq. yds. per acre of the Licenced area out of the Said Land in the shape of various residential plots. However, the choice for locational allocation of these plots shall be with the Builder.
- (b) The builder will allot the above mentioned developed plotted area in shape of various residential plots to the Owner after the execution and registration of requisite Sale Deed(s) of the

Rehuda

[Signature]

Said Land by the Owner in favour of builder or its nominees only after getting the requisite Licences / approvals from the competent authorities.

9. That the Owner have delivered and handed over the actual, physical vacant possession of the Said Land to the Builder on execution of this Agreement.

10.a) That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtaining the license for the Said Land it is the condition of this Agreement that after obtaining the license and the required permissions from the concerned authorities for the Said Land, the Owner or its nominees / successors will not cancel or backout 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 Owner.

(b) 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 in respect of the Said Land to a third party for such price and on such terms and conditions as the Builder may decide.

10. That the parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective share, if any, the developed plots as detailed above or spaces in the Said Project 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 therefrom.

11. That all rates, cesses and taxes due and payable after signing of this agreement in respect of the Said Land shall be the exclusive liability of the Builder.

12. That the Owner 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 Owner 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 Land and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owner, which will adversely effect their Ownership rights in the Said Land.



13. That the Owner undertakes irrevocably to constitute the Builder and its Authorised Signatory **Shri Sandeep Mangla** as their attorney 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 on this Said Land and for sale of Builder's Allocation in the Said Land 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 Owner 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, the entire liability in that behalf shall be incurred and discharged by the Builder and further more the Builder undertake to keep the Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
14. 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 Owner.
15. 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 Land. The Owner undertakes 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 Owner in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.
16. That it is an integral and essential term of this Agreement that the Said Project shall be named by the Builder only.



17. That the Owner has declared and represented to the Builder that the Said Land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation unauthorized construction, litigations and claims whatsoever and that the Owner shall keep the Said Land 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 Owner.
18. That in case the Said Land or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owner, is lost on account of any defect in the Owner title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), tax(s) etc., on the Owner, the Owner shall be exclusively 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 developed areas, car parking etc.
19. That if there be any claim, demand, tax litigation of any nature whatsoever against the Owner, then it is a condition of this Agreement that the work of development and/or completion of the Said Project 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 with and satisfied out of Owner share of the developed area in the Said Land and/or sale proceeds thereof.
20. That if the owner requests the builder to sell its share of developed plotted area, then the owner shall be liable to pay the Sale, Marketing, Advertisement, Brokerage and other overheads / expenses to the builder as decided by the builder in respect thereof as mentioned in clause 7(a) in lieu of Said Land and the owner shall be entitled to receive the total sale proceeds of its share of developed plotted area as mentioned hereinabove after deducting / adjusting the expenses as mentioned in this para.
21. That the Owner undertakes to execute all documents/agreements of assurances that may be necessary to be given and vouch safe to the allottees of the covered and uncovered areas of the Colony at the cost and expenses of the said allottees.

Abulhasan



22. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction on the Said Land and/or booking and sale of Builder's share of built or un-built or plotted areas of the Said Land.
23. 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 of the Said Land & any construction and completion thereof on the Said Land in conformity with the layout of the Said Project, to put up its sign boards at the premises with the legend that the Said Project to be constructed as above is a Residential Plotted Colony / Flatted Colony / Commercial Complex / Township 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 Owner 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.
24. That it is agreed between the parties that the possession of the Said Land once delivered/handed over to the Builder for the purpose of the above mentioned Said Project shall not be disturbed and they shall not be dispossessed therefrom till the Said Project is complete.
25. That this Agreement is not and shall not, however, be deemed to be construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.
26. 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.
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. 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.
31. 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.
32. 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 **Shri Sunil 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 Bahadurgarh subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
33. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.
34. 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.

2.



M/s Hari Kishan Builders & Developers Pvt. Ltd.



Director

.....Owner

for M/s. Omaxe Limited



(Vimal Gupta)

Authorised Signatory

.....Builder

**DETAILS OF LAND OWNED BY HARKISHAN BUILDERS
& DEV. LTD. AT BAHADURGARH AS ON DATED 20.06.2006**

SCHEDULE

S. No	Registry Date	Registry No.	Name of the Purchser Company	Sellers Name	Khe./ Kha. No./ Rect.No./ Kanal-Marla	land in Acres
1	03.04.2006	38	M/s. Harkishan Builders & Dev. Private Limited	Om Prakash S/o. Har Gobind	1/2 Share i.e. 8 Kanal out of 16 Kanal comprised in Khe./ Khat. No. 67/56/87 Rect. No. 31, Kila No. 8(8-0), 13(8-0).	1.00
2	24.02.2006	7836	M/s. Harkishan Builders & Dev. Private Limited	Devender Kumar & Satish Kumar Ss/o. Murari Lal	1/2 Share i.e. 8 Kanal out of 16 Kanal comprised in Khe./ Khat. No. 67/56/87 Rect. No. 31, Kila No. 8(8-0), 13(8-0).	1.00
3	24.02.2006	7837	M/s. Harkishan Builders & Dev. Private Limited	Sat Narayan & Sukhbir Ss/o. Hukam Chand	240/382 Share i.e. 12 Kanal out of 19k-02m comprised in Khe./ Khat. No. 51/40/83, 64, 65, 66 Rect. No. 31, Kila No. 17(8-0), 18(8-0), 19/2(3-2).	1.50
4	24.02.2006	7838	M/s. Harkishan Builders & Dev. Private Limited	Kundan Lal S/o. Kanahiya	Khe./ Khat. No. 200/174/237 Rect. No. 33, Kila No. 11/1(1-5), 20/1(5-2) Total Taken : 6 Kanal 7 Marla	0.79375
5	24.02.2006	7839	M/s. Harkishan Builders & Dev. Private Limited	Sisram S/o. Kanahiya	Khe./ Khat. No. 201/175/238 Rect. No. 32, Kila No. 16/2(3-12), 25/1(1-1) Total Taken : 4 Kanal 13 Marla	0.58125
6	24.02.2006	7840	M/s. Harkishan Builders & Dev. Private Limited	Jai Bhagwan alias Bhim Singh S/o. Net Ram	1/2 Share i.e. 9 Kanal 13 Marla out of 19k-06m comprised in Khe./ Khat. No. 198/173min/235 Rect. No. 32, Kila No. 0(3-2), 7/1(1-16), 14/2(0-15), 15/1(0-17), 16/1(4-0), 17/1(2-16).	1.20625
7	09.03.2006	8098	M/s. Harkishan Builders & Dev. Private Limited	Hira Lal S/o. Amar Singh S/o. Net Ram	7/12 Share i.e. 9 Kanal 7 Marla out of 16 K - 0 M comprised in Khe./ Khat. No. 55/54/84 Rect. No. 31, Kila No. 7(8-0), 14(8-0).	1.16875
TOTAL :						7.25000

Rohit

[Signature]