



हरियाणा HARYANA

01AA 347380

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon, Haryana on this 25th day of September, 2007,

BETWEEN

M/s. DLF Retail Developers Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at, DLF Centre, Sansad Marg, New Delhi and acting through its authorized signatory, Shri Devinder Singh, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the **FIRST PART**

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AND

Sh Shivraj Khatana, son of Sh. Horam Khatana, resident of D-3/3473, Vasant Kung, New Delhi – 110 070 (hereinafter referred to as the said Land Owner, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART**

hereinafter referred to as "the Land Owner", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and permitted assigns) of the **SECOND PART**.

The parties of the **FIRST** and the **SECOND PART** are hereinafter collectively referred to as "Parties" and individually as "the Party".

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WHEREAS the Land Owner has represented that the said Land Owner is the absolute Owner and in physical possession of land falling in Khewat/Khata No. 1306/ 1455, Rectangle no.132, Killa no. 23/2(4-11), 18/2(1-16), 19/1/2(0-11), 23/1(2-7), 18/1(3-8), 19/1/1(1-5); Khewat /Khata no. 1263/1407, Rectangle no.132, Killa no. 19/2(6-4) and 20/1(1-0); total measuring 21 Kanals and 2 Marlas equivalent to 2.637 acres (approx.) situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon, hereinafter referred to as "the said Land".

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AND WHEREAS the Land Owner has provided the copies of the title deeds and mutations showing their title of the said Land. The revenue records of said Land, Jamabandis for the Year 2000-2001 and mutations bearing no.6164, 6252 & 6255 for the year 2004 are attached herewith as Annexure I and the revenue plan, with demarcation of the said Land therein, is attached herewith as Annexure II. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature.

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AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.

AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Commercial Project but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct a Commercial Project on the said Land and in lieu of the Developer's investments and efforts, the Developer shall be entitled to retain the balance Super Built up Area on the said Land after allotting super (built up) area as per the agreed share given herein to the Land Owner.

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AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, as follows

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The said Land

a) Land falling in Khewat/Khata No. Khewat/Khata No. 1306/ 1455, Rectangel no.132, Killa no. 23/2(4-11), 18/2(1-16), 19/1/2(0-11), 23/1(2-7), 18/1(3-8), 19/1/1(1-5); Khewat /Khata no. 1263/1407, Rectangle no.132, Killa no. 19/2(6-4) and 20/1(1-0); total measuring 21 Kanals and 2 Marlas equivalent to 2.63 acres (approx.) situated in the revenue estate of Badshahpur,, Tehsil and District Gurgaon, and the said Land has been more particularly demarcated and marked in the revenue plan attached herewith as Annexure II.

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- b) The Land Owner agree that either prior to or subsequent to (as and when requested by the Developer) handing over the possession of the said Land to the Developer, they shall get the same officially partitioned and / or demarcated on the ground and whenever any error of omission and/or commission in the revenue records come to the knowledge or notice of the Developer or any of the Land Owner, the Land Owner shall get the same rectified in the revenue records at his own cost & expenses.
- c) The Land Owner has represented that they have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind on the said land and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature. The Developer however, reserves its right to carry on due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.
- d) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities, the said Land shall become available for construction of Commercial building(s).
- e) The Land Owner agrees that they shall upon signing of this Agreement, handover the true copies of the Khasra/Khataunies in support of their title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration

In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

- a) The Developer shall pay to the Land Owner non refundable security at the rate of Rs.50,00,000/- (Rupees Fifty Lakhs only) per acre for execution of this Agreement and for handing over of physical possession of the said Land.
- b) The Developer accordingly has therefore agreed to pay a sum of Rs.1,31,85,000/- (Rupees One Crore Thirty One Lakhs and eighty five Thousand only) to the Land Owner as non refundable security, which the Developer hereby pays on the date of Collaboration Agreement vide Cheque no 244302 dated 11/01/07 drawn on ICICI Bank New Delhi for Rs.1,31,85,000/- (Rupees One Crore Thirty One Lakhs and eighty five Thousand only), the receipt of which is hereby acknowledged by the said Land Owner.
- c) That the Land Owner has issued a post dated cheque bearing no. 199128 for Rs. Rs.1,31,85,000/- (Rupees One Crore Thirty One Lakhs and eighty five Thousand only) drawn on Vijaya Bank Bank, Vasant Kunj Branch in favour of the Developer.

3. Possession of the said Land

- a) The Land Owner has on this day handed over the possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement.
- b) The physical possession of the said Land, once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his / their own cost and risks and after the handing over of the possession of the said Land to the Developer, the same shall not be disturbed by the Land Owner for any reason whatsoever. In the event of any hindrance or interference by the Land Owner or anyone claiming under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this

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Agreement, the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

4. Authorizations

The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Land Owner agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

5. Land free of charges & liens

- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of License by the Government for development / construction over the said Land. The Land Owner agrees that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of issue of the License.
- c) The said Land Owner has represented and assured that if required it shall get its share in the said Land duly partitioned in the revenue records with in a period of 3 weeks from the date of this Agreement.

6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. within 60 days from the date when the Land becomes licensable as per the existing norms subject to due diligence to be carried out by the Developer.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas shall be offered within a period of 36 months from the date of transfer of the said Land and Licence, which ever is later, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any misrepresentation by the Land Owner, then in that event the said period of delay shall be excluded from the aforesaid period. Further, the Land Owner hereby agrees to allow 6 months grace period for the handing over of possession of the allotted areas.

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[Handwritten Signature]

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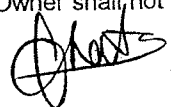
7. Transfer of License and Title of the Land

- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner shall apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner shall thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within 30 days from the date of grant of No Objection Certificate/ Permissions. The Developer shall pay to the Land Owner considerable amount calculated at the applicable circle rate for the said Land at the time of execution and registration of the Sale Deed for the said Land in favour of the Developer.
- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 30 days from the date of grant of No Objection Certificate / Permissions from appropriate authorities as aforesaid, the Developer shall be entitled to get the Sale Deed(s) executed and registered, in it's favour, through court of Law at the cost and expenses of the Land Owner.
- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer.
- d) That on the execution and registration of the Sale Deed with respect to the said Land, the Developer shall return to the Land Owner all the post dated cheques that may have been executed by the Land Owner in favour of the Developer.

8. Transfer of Built up Area

- a) The Developer shall have the right, including but not limited to, to develop, construct & market the Commercial building/s on the said Land, including it's own land, if any, and the land of other land owners as it may acquire or collaborate for, receiving all the required permissions, conversions, Licenses, sanctions, clearances, etc. from the competent authorities and getting the sale deed(s) executed and registered in respect of the said Land in its favour, at it's own costs. It is hereby clarified that the Land Owner shall not be liable to incur any costs, investments or expenses for obtaining any permissions and/or licenses & sanctions.
- b) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- c) The Developer on sanction of the Building plans for the Commercial Project shall allot, to the Land Owner, built up area equivalent to 34% (Thirty Four percentage) of the FAR that may be achieved on the licensable area of the said Land, (herein after referred to as the **said allotted area**).
- d) The aforesaid allotments shall be subject to payment by the Land Owner to the Developer at the time of signing of the Commercial Space Buyers Agreement, a sum equivalent to the amount of sale consideration paid by the Developer to the Land Owner at the time of execution and registration of the Sale Deed of the said Land as per clause 7 hereinabove.
- e) The Developer shall endeavor to allot in favor of the Land Owner exact allocation of the allotted area, however, if due to the sizes of the units in the scheme, the exact agreed allotted area cannot be allotted, in that event, the Land Owner shall pay market price for the super area allotted in excess of its allocation. In the event of the super area being allotted to the Land Owner is less than the area to be allotted to the Land Owner the Developer shall be entitled to refund at the market rate, and thereafter the Land Owner shall not

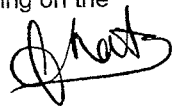
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have any claim left for that area. The location of the said allotted area will be determined by the Developer but in no event the Land Owner shall be entitled to claim the built up area in excess of its allocation as a matter of right.

- f) The Land Owner shall also be allocated proportionate areas in the parking area in the Commercial building(s), as may be decided by the Developer.
- g) Subject to clause (d) above, the Developer shall within 45 days of the sanction of the building plans execute Commercial Space Buyers Agreements (**Buyers Agreement**) in favour of the Land Owner and/or its nominees for the allocation of Land Owner's share in the total super areas in the Commercial building(s) and thereafter the relationship between both the Parties with respect to said share of Land Owner shall be governed by the said Buyers Agreement, a draft of which has been signed by the Land Owners in token of their acceptance to the terms and conditions of the said Buyers Agreement and the same is annexed as Annexure III to this Agreement.
- h) That after the grant of Occupation Certificate of the said buildings, the Developer shall transfer the said allotted area by way of Sale Deeds and hand over possession of the allotted areas to the Land Owner and/or its nominees, as the case may be, subject to all the payments having been made by the Landowner to the Developer. It is agreed that on the request of the Land Owner, allotted area may be directly allotted and conveyed in favour of its nominees, who shall also be liable to pay all External Development Charges, Internal Development Charges and other charges as may be applicable. The expenses for the registration and execution of the Sale Deeds with respect to the said allotted area (units) in favour of the nominees of the Land Owner shall be borne by the said nominees only. It is further agreed that after a period of 5 years from the grant of Licence, if any allotted area/ unit still remains to be finally transferred to the Land Owner after direct allotment to the said nominees, the Land Owners shall get the balance allotted area (units) conveyed in its own favour after bearing the expenses for the registration and execution of the Sale Deed/s with respect to the same. It is hereby specifically agreed between the parties that if any charges are levied by the Authorities after the issuance of Occupation Certificate, the same shall be payable by the Land Owners and / or its nominees, as the case may with respect to their respective shares.
- i) After completion of the said building(s), the same shall be maintained by an arrangement as decided by the Developer subject to the provisions of Haryana Apartment Ownership Act, 1983 and compliance of all statutory regulations, as may be applicable from time to time.
- j) The Developer shall file, as and when required, its required statements with the competent authorities with regard to the occupants in the said buildings under the Haryana Apartment Ownership Act, 1983.
- k) The Land Owner shall have the right to nominate and engage, at their own expense, Architects and Engineers, who may inspect the completed constructions in terms of the specifications used by the Developer and the Developer shall be bound to rectify at its own expenditure such deviations as may be observed and brought to the notice of the Developer, so as to conform to the specifications adopted by the Developer. However, in the event of any dispute relating to the specifications between the Land Owner and the Developer, the same shall be referred to the Architect of the Project appointed by the Developer and his decision shall be final and binding on the Parties to this Agreement.

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9. **Disputes/Claims on the title of the Land Owner**

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the representations made by the Land Owner or which is likely to cause any defect in the title of the Land Owner, it shall be the responsibility of the Land Owner to cure such defects at their own costs .
- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

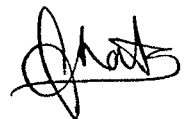
10. **Right to sell**

- a) The Developer shall at its own costs draft all the documentation(s), leaflets, brochures, advertisements, etc. for the sale of allotted areas which shall be including but not limited to Buyers Agreement. The said Buyers Agreement may be on similar lines as that of Star Mall already existing Commercial Project of the Developer at Gurgaon, but subject to such modifications/amendments as may be deemed necessary by the Developer. The allocation of the allotted areas shall be made by the Developer by execution of the aforestated Buyers Agreement.
- b) The Land Owner hereby unconditionally accept & agree to execute/use the documentation drafted by the Developer, as stipulated above, for the sale/resale of the areas under its allotment subject to compliance of all regulations as may be applicable.
- c) It is agreed that within 45 days of the sanction of the Building Plans or the commencement of marketing of the constructed areas, whichever is earlier, the Developer shall demarcate the allotted areas, i.e. the areas to be allotted to the Land Owner.

11. **Force Majeure Conditions**

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:

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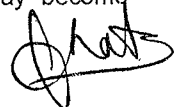
- i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
- ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

12. Undertaking of the Land Owner

The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owner further agrees and undertakes :-

- (a) that from the date of the execution of this Agreement, the possession of the said Land shall be handed over to the Developer, subject however to all the terms, conditions, covenants and stipulations of this Agreement and in particular clause 3(b) contained hereinabove and upon handing over of the possession thereof by the Land Owner to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon.
- (b) to execute a special power of attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.
- (c) to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign / execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities.
- (d) not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates, release of bank guarantees and refunds, etc.
- (e) to bear and pay all taxes including wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc. as may be charged/ levied by Government/ Semi-Government/Local bodies in respect of the Land Owner share. Wherever the Land Owner have entered into an agreement to sell/lease its share, the Land Owner shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- (f) not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the construction works on the said Land and / or conveyance / transfer of the said Land or the said buildings on the said Land in terms of this Agreement. Further, the Land Owner shall not do or cause to be done any damage to the reputation and goodwill of the Developer.
- (g) to render full assistance and cooperation to the Developer in completion of the construction works and all its other obligations under this Agreement.
- (h) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- (i) to abide by the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to building(s) on the said Land and any other law that may become

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applicable in future with respect to the said Land or the buildings on the said Land.

- (j) to abide by the Building Plans, Design and Specifications of the construction works as may be finalized by the Developer and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- (k) that during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever.
- (l) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- (m) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handing over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.

13. Undertakings of the Developer

The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes :-

- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- (b) to identify and demarcate the Land Owner share as stipulated in clause 8(c) above.
- (c) that it shall with it's own manpower/contractors and material and at it's own costs carry out and complete the development/ construction works on the said Land in accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed there under.
- (d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- (e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement .
- (f) to abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.

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14. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.
- b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed Commercial units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers .
- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and /or other rights appurtenant thereto including the right of easement.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.
- f) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of any i such other rights, powers or remedies.
- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.
- k) That the original title deeds of the said land are hereby handed over to the Developer as a security for ensuring performance of Land Owner's obligations under this agreement.

Developer Sign

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- l) This agreement is irrevocable save and except in the circumstances specifically provided herein.

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :
- (i) Any of the representations, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.

- (ii) Any defect in the title of the said Land.

- (iii) Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them

- b) The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of the following:

- (i) Any of the representations, statements and assurances made by the Developer are found to be false, fraudulent or misleading.

- (ii) After transfer of the said Land and Licence in favour of the Developer, non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.

- (iii) subject to clauses herein above, any delay in construction and completion of the said buildings due to reasons solely attributable to the Developer.

16. Registration & Additional Clearances

- a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.

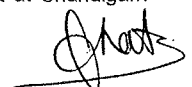
- b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement.

17. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute or difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer whose decision shall be binding on both the parties. The Land Owner hereby confirm that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.

The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.

Devinder Singh



⑮

18. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows:

Land Owner

Sh. Shivraj Khatana,
son of Sh. Horam Khatana
D-3/3473, Vasant Kunj
New Delhi – 110 070

Developer

DLF Retail Developers Ltd.
DLF Centre,
Sansad Marg,
New Delhi

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to influence the Developer to apply for Licence & undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and other representations made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice, failing which the Developer shall be entitled to encash the above mentioned post dated Cheques issued by the Land Owner in favour of the Developer.
- (b) The Parties further agree that in the event of (i) any default or act of omission or commission committed by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within its sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs incurred by the Developer in pursuance of its obligations under this Agreement, besides the loss of profit, and/or damages and the Developer shall have the right to encash all the post dated Cheques that may be issued by the Land Owner.
- (c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's

Devinder Singh

[Handwritten Signature]

claims and in the event of failure on the part of the Land Owner to discharge this obligation fully within a reasonable time, the Developer shall be entitled to recover all its claims by sale/appropriation of the said Land and / or the Land Owner's share in the constructions and the Land Owner shall have no grievance in this regard

20. Complete Understanding

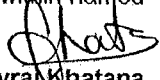
This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supercedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

21. Copies of the Agreement

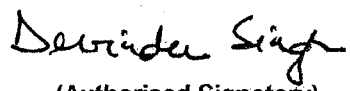
Two originals of this Agreement have been executed and both the Land Owner and the Developer shall retain one set each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 25th DAY OF SEPTEMBER, 2007.

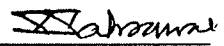
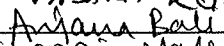
SIGNED AND DELIVERED by
the within named


Shivra Khatana
LAND OWNER

M/s. DLF Retail Developers Ltd.


(Authorised Signatory)
DEVELOPER

Witnesses

1. 
(SANJAY SAHRAWAT)
SECTOR D-3, PLAT No. 3600
VASTANT KALMT N.D. 110070
2. 
Chopping Mall, Arjun May,
DLF City Ph-I, Gurgaon.

LIST OF ANNEXURES TO COLLABORATION AGREEMENT DATED 25.9.2007

- 1. Annexure – I -- Revenue Records.
- 2. Annexure – II -- Revenue Plan.
- 3. Annexure – III -- Copy of Retail Space Buyer's Agreement



(SHIVRAJ KHATANA)
LAND OWNER

M/s. DLF Retail Developers Ltd.



(Authorised Signatory)
DEVELOPER

41108
12/10



ADDENDUM

This Addendum is executed at Gurgaon, Haryana on this 2nd day of June, 2008.

BETWEEN

M/s. DLF Retail Developers Ltd. a company registered under the provisions of the Companies Act, 1956, having it's registered office at, DLF Centre, Sansad Marg, New Delhi and acting through it's authorized signatory, Shri Devinder Singh, hereinafter referred to as "**the Developer**" (which expression shall, unless repugnant to the context or meaning thererof, be deemed to mean and include it's legal representatives, nominees, successors and assigns) of the **FIRST PART**.

AND

Shri Shivraj Khatana, son of Shri Horam Khatana, Resident of D-3/3473, Vasant Kunj, New Delhi- 110070 (hereinafter referred to as "**the Land Owner**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and permitted assigns) of the **SECOND PART**.

The parties of the **FIRST** and the **SECOND PART** are hereinafter collectively referred to as "**Parties**" and individually as "**the Party**".

WHEREAS the Land Owner are the absolute Owner and in physical possession of land falling in the Khewat/Khata No. 1306/1455, Rectangle No. 132, Kila No. 23/2(4-11), 18/2(1-16), 19/1/2(0-11), 23/1(2-7), 18/1(3-8), 19/1/1(1-5); Khewat/ Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4) and 20/1(1-0), total measuring 21 Kanal 2 Marla, equivalent to 2.637 acres (approx) and situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon.

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Colonies, Group Housing Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.

Devinder Singh

AND WHEREAS the parties to this Addendum had entered into Collaboration Agreement dated 25.09.07, (herein after referred to as the **said Collaboration Agreement**) for the development of the above-said land and the same was referred to as the **said Land** in the **said Collaboration Agreement**.

AND WHEREAS the Parties have discussed and agreed to amend the **said Collaboration Agreement** to the extent that out of the above said Land only 2 acres shall be contributed for the said Collaboration Agreement, i.e. land falling in Khewat/ Khata No 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7) to the extent of 36/47 share i.e. 23/1(1-16) and Khewat/Khata No.1306/1455, Rectangle No. 132, Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5); Khewat/Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4) and 20/1(1-0), total aggregating to 16 Kanal 0 Marla, equivalent to 2 acres, which is falling in the commercial belt of Sec-68 situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

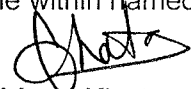
1. That the Land Owner is the absolute owner of the land falling in Khewat/ Khata No 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7) to the extent of 36/47 share i.e. 23/1(1-16) and Khewat/Khata No.1306/1455, Rectangle No. 132, Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5); Khewat/Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4) and 20/1(1-0), total aggregating to 16 Kanal 0 Marla, equivalent to 2 acres (approx.), the whole land falling in commercial belt of Sec-68, situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon, and the definition of the **said land** in the **said Collaboration Agreement** shall now mean and include only this 2 acres of land and the **said Collaboration Agreement** shall stand modified accordingly, Annexure II to the **said Collaboration Agreement** shall be replaced by Annexure A to this Addendum.
2. The Developer has already paid a sum of Rs. 1,31,85,000/-(Rupees One Crore Thirty One Lakhs and Eighty Five Thousand only) to the Land Owner as non-refundable security at the rate of Rs. 50,00,000/- (Rupees Fifty lakhs only) per acre for execution of the **said collaboration agreement** for the total land measuring 2.637 acres, the area of which has now changed to 2 acres only.
3. That the Land Owner has accordingly agreed to return a sum of Rs.31,85,000/- (Rupees Thirty One Lakhs and Eighty Five Thousand only) to the Developer by way of cheque no. 011115 dated 2/6/08 drawn on Vijaya Bank New Delhi, for Rs. 31,85,000/-(Rupees Thirty One Lakhs Eighty Five Thousand only), receipt of which is acknowledged by the Developer.
4. Post dated cheque bearing no.199128 for Rs.1,31,85,000/- (Rupees One Crore Thirty One Lacs and Eighty Five Thousand only) issued by the Land Owner in favour of the Developer is hereby returned to the Land Owner and further a post dated cheque bearing no. 011114 for Rs.1,00,00,000/- (Rupees One Crore only.) drawn on Vijaya Bank has been issued by the Land Owner in favour of the Developer.

Devinder Singh

- 5. That the **said land** as referred to in this Addendum only shall form part of the **said Collaboration Agreement** and the same stands modified to that extent. All other terms and conditions remain unchanged.
- 6. That it has been agreed between the parties to this Addendum that this Addendum shall form part and parcel of the **said Collaboration Agreement**.
- 7. Two copies of this Addendum have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS ADDENDUM ON THIS 2nd DAY OF June, 2008.

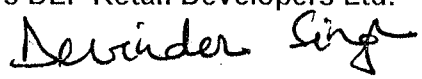
SIGNED AND DELIVERED by
the within named



Sh. Shivraj Khatana

LAND OWNER

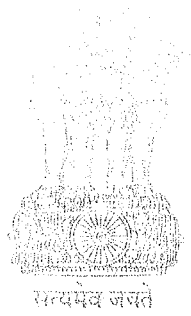
M/s DLF Retail Developers Ltd.



(Authorised Signatory)
DEVELOPER

Witnesses

- 1. Sahmani
(SANJAY SAHMANI)
Flat No. 3600, SECTION-D-3, VASANT KUNJ
NEW DELHI-110070
- 2. Sudan
(Siddharth Sudan)
Shopping Mall, DLF Ph 7
Gurgaon.



HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

24489
16/01/13

K/669353

AGREEMENT

THIS AGREEMENT is executed at Gurgaon on this 16th day of January, 2013

BETWEEN

Shri Shivraj Khatana, son of Shri Horam Khatana, Resident of D-3/3473, Vasant Kunj, New Delhi - 110070 (hereinafter referred to as the "Land Owner" which expression unless repugnant or opposed to the context of this Agreement shall mean and include his legal representatives, executors, administrators, nominees, successors in interest and assigns etc.), being party of the **FIRST PART**.

AND

M/s DLF Universal Ltd. (Formerly known as M/s DLF Retail Developers Ltd.), a company incorporated under the Companies Act, 1956 and having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurgaon - 122002, Haryana, (hereinafter referred to as the 'Developer' which expression unless repugnant or opposed to the context thereof shall mean and include its successors, nominees and permitted assigns) and acting through it's authorized signatories Mr. Gitam Maker and Brig. (Retd.) A.

Signature

Signature

D. Kaushal, duly authorized vide Board Resolution dated 27.07.2010, being party of the
SECOND PART.

'Hereinafter the 'Land Owner' and the 'Developer' are collectively referred to as the
"Parties" and individually referred to as the "Party".

WHEREAS the Land Owner and Developer entered into collaboration for the development
of land falling in Khewat/ Khata No 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7) to the
extent of 36/47 share i.e. 23/1(1-16) and Khewat/Khata No.1306/1455, Rectangle No. 132,
Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5) and Khewat/Khata no. 1263/1407,
Rectangle No. 132, Kila No. 19/2(6-4), 20/1(1-0), thus total area admeasuring 16 Kanal 0
Marla, equivalent to 2 acres, situated in the revenue estate of Badshahpur, Tehsil and
District Gurgaon, hereinafter referred to as the '**said Land**' vide Collaboration Agreement
dated 25.09.2007 and Addendum dated 02.06.2008.

AND WHEREAS this agreement is in continuation of the Collaboration Agreement dated
25.09.2007 and Addendum dated 02.06.2008.

AND WHEREAS the Parties have received LOI bearing Memo No. LC-1755-JE(S)-2012/
27412, Dated 31.12.2012 which calls upon the Parties to fulfill requirements as laid down in
Clause 31 of the LOI, before the grant of License.

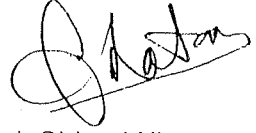
NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed, declared and
covenanted and recorded by and between the Parties as under:-

1. That the Developer i.e., M/s DLF Universal Ltd. shall be responsible for compliance
of all terms and conditions of license/provisions of Act of 1975 and Rules 1976 till
the grant of final completion certificate to the commercial complex or relieved of the
responsibility by the DGTCP, Haryana whichever is earlier.
2. That the Parties agree that this agreement shall be irrevocable and no modification/
alteration etc in the terms and condition of such agreement can be undertaken
except after obtaining prior approval of the DGTCP, Haryana.

3
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day,
month and year first mentioned above.

*Self drafted
Sanyam*

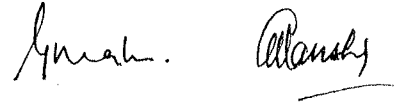
LAND OWNER



(Shri Shivraj Khatana)

DEVELOPER

M/s DLF Universal Ltd.
(Formerly known as M/s DLF Retail
Developers Ltd.)



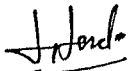
(Authorised Signatories)

WITNESSES

1. 

Harish Bhardi s/o Sh. J.P. Bhardi
A-4/33, Sector-16, Rohini
Delhi-110085

2.


Jitender S/o Sh. Ramphal
Sikenderpur Ghasi
Gurgaon

Fr
To
S
Date

411080
S
12/1/08



2nd Developer 2/08
DM

ADDENDUM

This Addendum is executed at Gurgaon, Haryana on this 2nd day of June, 2008.

BETWEEN

M/s. DLF Retail Developers Ltd. a company registered under the provisions of the Companies Act, 1956, having it's registered office at, DLF Centre, Sansad Marg, New Delhi and acting through it's authorized signatory, Shri Devinder Singh, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's legal representatives, nominees, successors and assigns) of the **FIRST PART**.

AND

Shri Shivraj Khatana, son of Shri Horam Khatana, Resident of D-3/3473, Vasant Kunj, New Delhi- 110070 (hereinafter referred to as "the Land Owner", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and permitted assigns) of the **SECOND PART**.

The parties of the **FIRST** and the **SECOND PART** are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner are the absolute Owner and in physical possession of land falling in the Khewat/Khata No. 1306/1455, Rectangle No. 132, Kila No. 23/2(4-11), 18/2(1-16), 19/1/2(0-11), 23/1(2-7), 18/1(3-8), 19/1/1(1-5); Khewat/ Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4) and 20/1(1-0), total measuring 21 Kanal 2 Marla, equivalent to 2.637 acres (approx) and situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon.

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Colonies, Group Housing Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.

Devinder Singh

AND WHEREAS the parties to this Addendum had entered into Collaboration Agreement dated 25.09.07, (herein after referred to as the said Collaboration Agreement) for the development of the above-said land and the same was referred to as the said Land in the said Collaboration Agreement.

AND WHEREAS the Parties have discussed and agreed to amend the said Collaboration Agreement to the extent that out of the above said Land only 2 acres shall be contributed for the said Collaboration Agreement, i.e. land falling in Khewat/ Khata No 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7) to the extent of 36/47 share i.e. 23/1(1-16) and Khewat/Khata No.1306/1455, Rectangle No. 132, Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5); Khewat/Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4) and 20/1(1-0), total aggregating to 16 Kanal 0 Marla, equivalent to 2 acres, which is falling in the commercial belt of Sec-68 situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the Land Owner is the absolute owner of the land falling in Khewat/ Khata No 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7) to the extent of 36/47 share i.e. 23/1(1-16) and Khewat/Khata No.1306/1455, Rectangle No. 132, Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5); Khewat/Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4) and 20/1(1-0), total aggregating to 16 Kanal 0 Marla, equivalent to 2 acres (approx.), the whole land falling in commercial belt of Sec-68, situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon, and the definition of the said land in the said Collaboration Agreement shall now mean and include only this 2 acres of land and the said Collaboration Agreement shall stand modified accordingly, Annexure II to the said Collaboration Agreement shall be replaced by Annexure A to this Addendum.
2. The Developer has already paid a sum of Rs. 1,31,85,000/- (Rupees One Crore Thirty One Lakhs and Eighty Five Thousand only) to the Land Owner as non-refundable security at the rate of Rs. 50,00,000/- (Rupees Fifty lakhs only) per acre for execution of the said collaboration agreement for the total land measuring 2.637 acres, the area of which has now changed to 2 acres only.
3. That the Land Owner has accordingly agreed to return a sum of Rs.31,85,000/- (Rupees Thirty One Lakhs and Eighty Five Thousand only) to the Developer by way of cheque no. 011115 dated 2/4/08 drawn on Vijaya Bank New Delhi, for Rs. 31,85,000/- (Rupees Thirty One Lakhs Eighty Five Thousand only), receipt of which is acknowledged by the Developer.
4. Post dated cheque bearing no.199128 for Rs.1,31,85,000/- (Rupees One Crore Thirty One Lacs and Eighty Five Thousand only) issued by the Land Owner in favour of the Developer is hereby returned to the Land Owner and further a post dated cheque bearing no. 011114 for Rs.1,00,00,000/- (Rupees One Crore only) drawn on Vijaya Bank has been issued by the Land Owner in favour of the Developer.

Navinder Singh

- 5. That the said land as referred to in this Addendum only shall form part of the said Collaboration Agreement and the same stands modified to that extent. All other terms and conditions remain unchanged.
- 6. That it has been agreed between the parties to this Addendum that this Addendum shall form part and parcel of the said Collaboration Agreement.
- 7. Two copies of this Addendum have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS ADDENDUM ON THIS 2nd DAY OF June, 2008.

SIGNED AND DELIVERED by
the within named



Sh. Shivraj Khatana

LAND OWNER

M/s DLF Retail Developers Ltd.



(Authorised Signatory)
DEVELOPER

Witnesses

- 1. S. Sahasrani
(SANJAY SAHAKRANI)
PLAT NO. 2600, SECTION-D-3, VASANT KUMI
NEW DELHI-110070
- 2. Sudam
(Siddharth Sudam)
Shopping Mall, DLF Ph 7
Gurgaon.



हरियाणा HARYANA

SPECIAL POWER OF ATTORNEY

876

M 431200

This Special Power of Attorney is made at Gurgaon on this 18th day of September, 2013 by Shri Shivraj Khatana, son of Shri Horam Khatana, Resident of D-3/3473, Vasant Kunj, New Delhi - 110070 (hereinafter called as the "Executant")

WHEREAS the Executant is the absolute owner of the land bearing Khewat/ Khata No. 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7), field 1, area admeasuring 2 Kanal 7 Marla - to the extent of 36/47 share i.e. 1 Kanal 16 Marla and Khewat/Khata No.1306/1455, Rectangle No.132, Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5), field 4, total area admeasuring 7 Kanal 0 Marla - full share and Khewat/Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4), 20/1(1-0), field 2, total area admeasuring 7 Kanal 4 Marla - full share, thus total area of both khewats admeasuring 16 Kanal 0 Marla, equivalent to 2 acres, situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon, (hereinafter referred to as "the said Land").

AND WHEREAS the Executant had executed a Collaboration Agreement dated 25.09.2007 and addendum dated 02.06.2008 (hereinafter collectively referred to as the 'said Collaboration Agreement') with M/s DLF Universal Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurgaon - 122002, Haryana, (hereinafter referred to as the 'Developer') for development of a commercial colony (hereinafter referred to as the 'Project') on the said Land.



हरियाणा HARYANA

M 431201

AND WHEREAS in terms of the said Collaboration Agreement, the Land Owner was required to provide a special power of attorney to the Developer authorizing, it to apply and procure all licenses, sanctions, approvals, no objections, permissions etc., for the development of the said Land and in pursuant thereof, the Executant had issued special power of attorney dated 02.06.2008 (hereinafter referred to as the 'said SPA') for the said purposes.

AND WHEREAS the Executant is desirous of granting additional powers and authorizations to the Developer for and in connection with the development of the said Land and in view thereof the Executant has decided to execute this Special Power of Attorney in favour of the Developer.

AND WHEREAS the Executant hereby cancels the said SPA dated 02.06.2008 and the same shall be ineffective hereinafter. The Executant hereby ratify and confirm that all acts, deeds or things done by the Developer till date by virtue of the powers and authorization granted to the Developer under the said SPA dated 02.06.2008 are valid and binding on the Executant and shall be construed as acts, deeds and things done by the Executant himself, in person.

AND WHEREAS in view of the foregoing, the Executant, by virtue of these Presents doth hereby appoint, nominate and constitutes Mr. Devinder Singh, Mr. Gitam Maker, Brig.(Retd.) A D Kaushal, Ms. Neelu Goel, Mr. Lok Pal Singh and Col. Deepak Bhandari, of the Developer i.e., M/s DLF Universal Ltd. (hereinafter referred to as the 'Attorney') as his lawful Attorney and authorize them to do, perform and to execute, for & on its behalf, all or any of the acts, deeds, matters and things for the development of the said Land under the said Collaboration Agreement dated 25.09.2007 and in particular, that is to say:-



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1. To enter upon and survey the said Land, prepare lay out plans and service building plans, drawings etc and to do or cause to be done all such acts, deeds and things as may be required to carry out or cause to be done all activities for the development and construction on the said Land.
2. To sign, execute, verify, affirm, swear, declare, apply & submit all forms and applications with the Department of Town & Country Planning, Haryana ("DTCP") or Haryana Urban Development Authority ("HUDA"), Department of Urban Development and all the concerned regulatory authorities, for grant of licenses, approvals, sanctions, consents, no objections, permissions under relevant laws, rules, regulations, orders, notifications for the development of the said Land or part thereof, to be developed in conjunction with the other lands or as a stand alone project and to follow up the same with the authorities/departments/agencies etc: To sign, execute and submit all relevant data(s), agreements, bilateral agreements, documents, applications, affidavits, undertakings etc., to obtain, permissions, consents, approvals and sanctions of the layout plans, service Building plans, Drawings, Zoning Plans, Shajra plans, water & electricity and sewerage connections and receive completion certificates, etc. and to furnish undertakings, bank guarantees, bonds etc., with regard to external development charges("EDC"), infrastructure development charges ("IDC"), Infrastructure Augmentation Charges (IAC) and to pay/deposit on behalf of the Executant, all requisite fees security, and charges including but not limited to, license fees, scrutiny fees, EDC & IDC, IAC, cess, duties, renewal charges, service charges, conversion fee, etc., or to fulfill any other requirement or directive of the Government Department or Authority required to be fulfilled by the Executant in this regard.

3. To receive letter of intent ("LOI"), licenses, and all permissions, sanctions, approvals, no objections/consents from the authorities, in respect of the development of the said Land etc. on the behalf of the Executant.
4. To withdraw any application including application for grant of license, approval of lay out plans, drawings, building plans and permissions/ sanctions/ approvals/consents/no objections for civic amenities and facilities and any other documents, affidavits undertakings etc. from the office of state government authorities/departments/central government and resubmit afresh the same and obtain revised license/s, lay out plans/Building Plans, approvals, sanctions, consents, no objections, permissions from the concerned authorities and to claim, demand and receive on behalf of the Executant refund of the fees/ charges/ deposits/ securities etc., deposited with the authorities in connection with the development of the said Land.
5. To make, sign and submit all applications, deeds and documents as may be required to be submitted with the concerned authorities for renewal of licenses, permissions/ sanctions/ consent/no objection certificates/ approvals etc., and to receive renewed licenses/ permissions/ sanctions/ consent/ no objection certificates/approvals etc., from the authorities.
6. To make, sign, submit applications with the authorities/ departments/ officials/ for change of the developer for the development of the said Land and to receive no objections/permissions thereof from the authorities in respect thereof.
7. To apply for and receive the No Objection/ permission for transfer of license and the said Land with the Government Authorities and to get the license transferred in its own name or in the name of its nominee/ associate / group companies, as the case may be and to deposit any fee including transfer fee in respect thereof.
8. To sign and submit challans, on the behalf of the Executant for payment/ deposit of security, licence fees, scrutiny fees, bank guarantees, cess, duties, external development charges(EDC),infrastructure development charges (IDC) infrastructure augmentation charges(IAC), transfer charges and all other fees and charges of any nature whatsoever and whatever name it may be called which are payable to regulatory authorities or any department or office of the State Government of Haryana, Chandigarh or Gurgaon or else where the same be situated for the development of the said Land.
9. To get the public notices or information advertised/ published in any news paper and in such languages, as may be required or provided in law or bye laws/ norms/ guide lines laid down in this regard by the authorities concerned or wherever the Attorney feels necessary in connection with the development/permissions/ approvals /sanctions/no objections for the said Land.
10. To appear and represent before the Director, Town & Country Planning Department, Senior Town Planner, District Town Planner, HUDA, Electricity, Drainage & Water supply department, officials or any other regulatory authority/body or department concerned with the provisions of providing various permissions/approvals/sanctions for services and amenities with respect to the proposed development to be undertaken on the said Land and to sign and submit any application, claim reply, affidavit, undertaking, agreement, appeal, representation or do correspondence with



the concerned authorities / departments/ agencies or their officials in respect of various approvals, permissions, sanctions, consents, no objections etc.

11. To represent, appear personally or cause appearance through its agent/authorized officers /representatives/pleaders and defend, contest or file reply or prefer objections or Appeal or Revision, review, to any notice, show cause notice, letter, notification or order or directive of any Authority/local bodies or any other statutory bodies or the Land Acquisition Collector, received by the Executant or the Attorney, concerning the said Land and commence, institute and initiate legal proceedings including but not limited to filing of suit, appeal, writ, revision, review, before any Court of Law and to get the said Land free from the acquisition/notified proceedings under the Land Acquisition Act and to do all such acts, deeds and things as may be required for getting the said Land exempted from the purview of acquisition or to take compensation with respect to the said Land. To make sign, swear and submit any suits, petitions documents, undertaking, agreement, affidavit, bonds etc. for getting the said Land released from notifications of acquisition and for this purpose also to appear or cause appearance, represent and file proceedings/ applications/ compromise before any courts, government authorities/ agencies/ department/ Land Acquisition Collector.
12. To defend, contest, respond/ reply/ correspond or file Appeal(s), Revision(s), Review or any other legal proceedings to any notice, show cause, letter, notifications or order or directive of any authority received by the Executant or the Attorney for and in connection with the development of the said Land or its permission/ approval/ sanction/ no objection and to accept service of summons or other legal process or notice of any legal proceedings including suit, appeal, writ, revision, review and or /to appear or cause to appear before any court(s) including High Court(s), Supreme Court and all courts of civil, revenue, criminal , Tribunal, Forum etc., and to commence, institute, prosecute or defend or compromise any action or legal proceedings in any court(s), Tribunal & Forum and/or all statutory authorities appointed under any Act or law and to sign, verify, petition, written statements/rejoinders, counterclaims, complaints, appeals, reviews, revisions, representations, applications, affidavits, undertakings etc., that may be required to be executed in any legal proceeding concerning the said Land or its development or its permissions/sanctions/approvals: To make statement on oath or otherwise or file any document and participate and conduct proceedings on behalf of the Executant in any manner: ~~To make, sign and submit and/or withdraw any applications, plans, documents, affidavits undertakings etc. in the office of government authorities/ revenue authorities/ departments/ central government including the Sub-Registrar, Sub-Divisional Magistrate, Additional District Magistrate, Collector or Financial Commissioner which may be required for the purpose of development and construction over the said Land.~~
13. To engage and appoint Pleader(s), Advocate(s), Solicitor(s) and to sign Vakalatnama(s) on behalf of the Executant to represent and act in any Court of Law including District Courts, High Court, Supreme Court, Revenue Courts, Tribunal, Forum(judicial or otherwise) or before any Authority/agency, Central/State Government in respect of clauses 12 & 13, above.
14. To sign, execute and file/submit any and all deeds, agreements, representations, instruments and documents and to do all acts deeds and things which shall be necessary for giving full and complete effect to the said Collaboration Agreement and

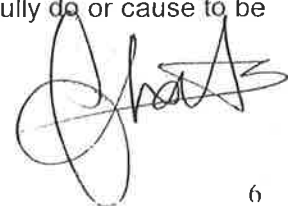


to present such documents, instruments, deeds etc., including the Collaboration Agreement dated 25.09.2007 for registration with the Sub-Registrar or Registrar having authority to register such deeds, agreements and documents and to admit the execution of deeds, agreements and documents on behalf of the Executant and to do all acts, deeds and things incidental thereof which the Attorney shall consider necessary for fully and effectually satisfying the intent, terms and conditions of the Collaboration Agreement dated 25.09.2007 in all respects as the Executant could do the same by himself.

15. To apply & obtain clearance of the Central and State Pollution Control Board, Haryana and to deposit all charges, fees, undertakings, affidavits, declarations etc., as may be required to procure the said approval and clearance of the Central/State Pollution Control Board.
16. To hire, appoint and engage architects, consultants with respect to performance of various tasks and works as may be required for the implementation of the Project.
17. To sign and submit any application/s or document/s or do correspondence for and on behalf of Executant with HUDA and any authority or department, in connection with the development and construction on the said Land and various permissions/approvals/sanctions/consents/no objections, as may be required there for.
18. To pledge/hypothecate/mortgage any part of the said Land and/or deposit the title deeds of the said Land with any bank/financial institution, to raise loans and finances and to sign, execute all necessary documents and to do all acts necessary to be done in this regard. The liability of the payment of the loan including all interest/penalties thereof shall solely be that of the Attorney.
19. To appear before DTCP, Assistant Director Urban Estate, HUDA, Department of Urban Development or any Government Authority, Department Statutory body or other designated authority and to do all acts and deeds as may be required from time to time so as to carry out any of the purposes or powers mentioned in this presents.
20. To exchange with the Government / HUDA or any of its agencies or any private land owners, any part of the said Land with an equal area of Land.
21. To delegate any or all of the powers as mentioned above or any other, for or on behalf of the Executant, to one or more persons severally or jointly, as may be deemed necessary by the said Attorney and to revoke such delegation of authority at pleasure.

AND GENERALLY to do and perform all acts, deeds, matters and things as may be necessary or deemed fit & proper by the said Attorney and which are not specifically mentioned in this deed for carrying out all or any of the aforesaid purposes.

And the Executant hereby agrees that all such acts, deeds or things done by the said Attorney by virtue of the powers granted under this instrument shall be construed as acts, deeds, and things done by the Executant in person and they undertake to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done thereunder





In Witness Whereof the Executant has signed this Deed on this 18th day of September, 2013.

EXECUTANT


Shri Shivraj Khatana

Witnesses:

1. 
VIJAY PAL SINGH NEGI
S/o Sh. A.S. NEGI
709/2, Block-C,
S.G.M. Nagar, N.H.-IV
FARIDABAD

2. 
B. L. SHARMA
S/o Lt Sh. Lachhman Ram
15, Aliganj, Kotlamubarkpur
New Delhi-110003

*Self drafted
Sgt. Ram*

INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

24489
16/01/13
AGREEMENT

K/669353

THIS AGREEMENT is executed at Gurgaon on this 16th day of January, 2013

BETWEEN

Shri Shivraj Khatana, son of Shri Horam Khatana, Resident of D-3/3473, Vasant Kunj, New Delhi - 110070 (hereinafter referred to as the "Land Owner" which expression unless repugnant or opposed to the context of this Agreement shall mean and include his legal representatives, executors, administrators, nominees, successors in interest and assigns etc.), being party of the **FIRST PART**.

AND

M/s DLF Universal Ltd. (Formerly known as M/s DLF Retail Developers Ltd.), a company incorporated under the Companies Act, 1956 and having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurgaon - 122002, Haryana, (hereinafter referred to as the 'Developer' which expression unless repugnant or opposed to the context thereof shall mean and include its successors, nominees and permitted assigns) and acting through it's authorized signatories Mr. Gitam Maker and Brig. (Retd.) A.

Signature

Signature

D. Kaushal, duly authorized vide Board Resolution dated 27.07.2010, being party of the **SECOND PART.**

'Hereinafter the 'Land Owner' and the 'Developer' are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the Land Owner and Developer entered into collaboration for the development of land falling in Khewat/ Khata No 1306/1455, Rectangle No. 132, Kila no. 23/1(2-7) to the extent of 36/47 share i.e. 23/1(1-16) and Khewat/Khata No.1306/1455, Rectangle No. 132, Kila no.18/2(1-16), 19/1/2(0-11), 18/1(3-8), 19/1/1(1-5) and Khewat/Khata no. 1263/1407, Rectangle No. 132, Kila No. 19/2(6-4), 20/1(1-0), thus total area admeasuring 16 Kanal 0 Marla, equivalent to 2 acres, situated in the revenue estate of Badshahpur, Tehsil and District Gurgaon, hereinafter referred to as the '**said Land**' vide Collaboration Agreement dated 25.09.2007 and Addendum dated 02.06.2008.

AND WHEREAS this agreement is in continuation of the Collaboration Agreement dated 25.09.2007 and Addendum dated 02.06.2008.

AND WHEREAS the Parties have received LOI bearing Memo No. LC-1755-JE(S)-2012/27412, Dated 31.12.2012 which calls upon the Parties to fulfill requirements as laid down in Clause 31 of the LOI, before the grant of License.

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

1. That the Developer i.e., M/s DLF Universal Ltd. shall be responsible for compliance of all terms and conditions of license/provisions of Act of 1975 and Rules 1976 till the grant of final completion certificate to the commercial complex or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
2. That the Parties agree that this agreement shall be irrevocable and no modification/ alteration etc in the terms and condition of such agreement can be undertaken except after obtaining prior approval of the DGTCP, Haryana.

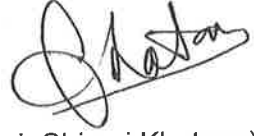




IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first mentioned above.

*Self drafted
Sent from*

LAND OWNER



(Shri Shivraj Khatana)

DEVELOPER

M/s DLF Universal Ltd.
(Formerly known as M/s DLF Retail
Developers Ltd.)



(Authorised Signatories)

WITNESSES

1.



Harish Bhardi s/o Sh. J.P. Bhardi
A-4/33, Sector-16, Rohini
Delhi - 110085

2.



Jitender s/o Sh. Ramphal
Sikenderpur Ghosi
Gurgaon

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 15/03/2021

Certificate No. G002021C2134



Stamp Duty Paid : ₹ 1000

GRN No. 74643156



Penalty : ₹ 0

Seller / First Party Detail

Name: Shivraj Khatana

H.No/Floor : D3/3473

Sector/Ward : Na

LandMark : Na

City/Village : Vasant kunj

District : Gurugram

State : Haryana

Phone: 98*****50



Buyer / Second Party Detail

Name : Dlf Home Developers Ltd

H.No/Floor : 1st

Sector/Ward : Na

LandMark : Gateway tower dlf city phase iii

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 83*****71

Purpose : Stamp paper for Power of Attorney

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

SPECIAL POWER OF ATTORNEY

This Special Power of Attorney is made at Gurugram on this 16th Day of March, 2021 by Sh. Shivraj Khatana son of Sh. Horam Khatana, Resident of D-3/3473, Vasant Kunj, New Delhi-110070 (hereinafter called as the "Executant", which expression shall, unless repugnant to the context or meaning thereof, mean and include his, successors, nominees and assigns).

WHEREAS the Executant is absolute owner of the land measuring 21 Kanal 2 Marla i.e. 2.6375 acres (approx.), situated in the revenue estate of Badshahpur, Sub-Tehsil Badshapur, District Gurugram vide Jamabandi Year 2010-2011 (hereinafter referred to as the "Said Collaborated Land").

AND WHEREAS the Executant had entered into a Collaboration Agreement with M/s DLF Retail Developers Limited on 25.09.2007 (hereinafter referred to as the "Said Collaboration Agreement") for development of a commercial Project on his Said Collaborated Land.

AND WHEREAS pursuant to the Said Collaboration Agreement, Parties had executed Addendum on 02.06.2008, whereby an area measuring 0.6375 acres (approx.) was excluded from the purview of Said Collaboration Agreement. Accordingly, the Said Collaborated Land was stood revised from 2.6375 acre to 2 acre (hereinafter referred to as "Said Land") under the Said Collaboration Agreement. The details of the Said Land are mentioned herein below as Schedule-1.

AND WHEREAS Letter of Intent ("LOI") was granted by the Director Town & Country Planning Department, Haryana, Chandigarh for development of the Said Land i.e. 2 acres vide its memo no. LC-1755-JE(S)-2012/27412 dated 31.12.2012. As per the terms of LOI, the Parties were required to execute registered Agreement to reaffirm the validity and all other terms of Said Collaboration Agreement and Addendum, accordingly the Land Owner and M/s DLF Universal Limited (earlier known as DLF Retail Developers Limited) executed an Agreement on 16.01.2013, which was registered before the Sub Registrar, Gurugram, vide Vasika No. 24489 dated 16.01.2013 (hereinafter referred to as the "Said Agreement"), a company duly incorporated under the Companies Act, 1956, having its registered office at 1st Floor, DLF Gateway Tower, R Block, DLF City Phase III, Gurugram 122002, Haryana (hereinafter referred to as the 'Developer') for development of the Said Land.

AND WHEREAS the Director, Town and Country Planning, Haryana (hereinafter referred to as the "DTCP") granted License no. 36 of 2017 dated 15.06.2017 for establishing a commercial project on the Said land.

AND WHEREAS subsequently the name of **DLF Retail Developers Limited** was changed to **DLF Universal Limited**. Thereafter, a Company Petition for sanction of scheme of amalgamation between Mhaya Buildcon Private Limited and other companies including DLF Universal Limited had been instituted before the Honourable High Court of Punjab and Haryana at Chandigarh. Wherein, DLF Universal Ltd. had been impleaded as Demerged/Transferor Company Number 5 and **DLF Home Developers Limited** had been impleaded as Transferee Company in the said proceedings.



AND WHEREAS the said proceedings had been allowed vide judgment dated 29th of March 2016 passed by Justice Rakesh Kumar Jain of the Honourable High Court of Punjab and Haryana at Chandigarh. By virtue of judgment referred to above, the real estate business of DLF Universal Limited has been allowed to be vested in DLF Home Developers Limited. In fact, the said composite scheme of amalgamation and arrangement was permitted so as to enable consolidation of management, financial resources, to achieve cost reduction, economies of scale, higher net worth and focused management control.

AND WHEREAS consequent to passing of aforesaid judgment, all rights held by DLF Retail Developers Limited by virtue of execution of the Said Collaboration Agreement and all other subsequent agreements stand vested in favour of DLF Home Developers Limited without there being any requirement of any further instrument or deed. Thus, the present agreement has been entered into and is being executed between DLF Home Developers Limited and Land Owner. DLF Retail Developers Limited is read and understood for all intents and purposes as **DLF Home Developers Limited** i.e. **Developer**.

AND WHEREAS in terms of the Said Collaboration Agreement, Addendum and Said Agreement, the Land Owner is required to provide an irrevocable special power of attorney to the Developer authorizing it to apply and procure all licenses, sanctions, approvals, no objections, permissions etc., for the development of the Said Land.

AND WHEREAS in pursuance thereof, the Executants doth hereby execute this irrevocable special power of attorney and appoint, nominate and constitute DLF Home Developers Limited i.e. the Developer through its authorized signatories namely Mr. Devinder Singh, Mr. Deshbandhu Gupta, Ms. Anjana Bali, Mr. Jayant Erickson, Mr. Lok Pal Singh, Mrs. Neelu Goel, Mr. Deepak Bhandari, Mr. K.K. Sheera, Mr. Arun Bhagat and Mrs. Vandana Arora and/or any other person(s) as may be authorized by the Developer (hereinafter each of them referred to as the '**Attorney**') by virtue of these Presents as its lawful Attorney and authorize them severally to do, perform and to execute, for & on its behalf, all or any of the acts, deeds, matters and things for the development of the Said Land under the Said Collaboration Agreement, Addendum, Said Agreement and Supplementary Agreement dated 16.03.2021, and in particular, that is to say: -



1. To apply to the Department of Town & Country Planning or Urban Development Department for license/migration of license, to develop the Said Land and/or construct on the Said Land either by itself or in conjunction with other land as may be required, to sign Form LC-I, prepare, sign and submit the layout plans, Shajra plans, scheme etc. or give undertakings, bank guarantees etc. with regard to EDC, IDC, Community sites, service charges, conversion fee etc., or to fulfill any other requirement or direction as may be desired by the Department in this regard.
2. To receive the licence, LOI, release of land etc. on our behalf or to make, sign and submit any documents, undertaking, agreement, affidavit, etc. and to appear before the Government, Authority or Departments.
3. To get the licence transferred in due course to the name of M/s DLF Home Developers Ltd or its associate/group companies.
4. To appear before DTCP, ADUE, Haryana Shahari Vikas Pradhikaran (HSVP), Gurugram Metropolitan Development Authority (GMDA), HRERA, Department of Urban Development or any Government Authority, Departments, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this presents and to make, sign and submit any application, reply affidavit, undertaking, agreement, guarantee, appeal, compromise, withdrawal as may be required in connection therewith including the filing of appropriate legal proceedings wherever necessary.
5. To do all such acts and deeds that may be required in terms of the Said Collaboration Agreement, Addendum, Said Agreement and Supplementary Agreement dated 16.03.2021 and to give effect to the same, for development of the Said Land.
6. This special power of attorney also empowers the developer or its agents to do any of the act left out above in connection of executing the development covered under Said Collaboration Agreement, Addendum, Said Agreement and Supplementary Agreement dated 16.03.2021, which are necessary in facts & circumstances prevailing at that relevant time.



SCHEDULE - I

Land Schedule of the Said Land measuring 2 acres, situated in the revenue estate of Badshahpur, Sub-Tehsil Badshahpur, District Gurugram.

Land Owner	Rect. No.	Killa no.	Area	
			Kanal	Marla
Shivraj Khatana	132	18/1	3	8
	132	18/2	1	16
	132	19/1/1	1	5
	132	19/1/2	0	11
	132	19/2	6	4
	132	20/1	1	0
	132	23/1/1	1	16
Total			16	0

And the Executants hereby agree that all such acts, deeds or things done by the said attorney by virtue of the powers granted under the instrument shall be constituted as acts, deeds, and thing done by the Executants in person and they undertake to ratify and confirm all and whatsoever that the said attorney shall lawfully do or cause to be done thereunder.


In-Witness Whereof, the Executants has signed this Special Power of Attorney on the day, month and year first mentioned above.


EXECUTANT




Shivraj Khatana

Witnesses:

1. 
NAROTAM KUMAR S/O
SH. MAHENDER KOMAR
R/o GOVERDHAN KUNT
BHONOSI

2. 
Rajender Singh S/o Sh. Ranjit Singh
Plot No-38 Village Teekli
Gurugram


Jitender S/o Sh. Anand
Sheela Colony
SRP