



context herein, shall mean and include its successors and permissible assigns, through Mr. Sulekh Jain, Director of the Company vide resolution dated 23.03.2012, of the **OTHER PART**;

The **First Party** and **Second Party** are hereinafter jointly referred to as the "**Owners**" and severally referred to as the "**Owner**".

The **Owners** and the **Developer** are hereinafter jointly referred to as the "**Parties**" and severally referred to as the "**Party**".

**WHEREAS** for the purpose of promoting and developing a Residential Group Housing Colony on the Land belonging to the Owners, the Developer, M/s Dwarkadhis Projects Pvt. Ltd. and the Owner, M/s Ambition Colonisers Pvt. Ltd. has entered into Memorandum of Understanding dated 30<sup>th</sup> Day of January, 2007 and thereafter vide separate Memorandum of Understanding dated 10<sup>th</sup> Day of April 2007 executed between the First Party, the Second Party & the Developer, the parties to this agreement laid down the terms and conditions for the same and accordingly the Developer being desirous of promoting and developing a residential Group Housing Colony, has conceived and planned the development of a residential Group Housing Colony on the land belonging to the Owners.

**AND WHEREAS** the Developer is engaged in the business of Real Estate Development and has requisite expertise, resources and skills to undertake development of property (ies).

**AND WHEREAS** the Owners applied for issue of License to the Director, Town & Country Planning, Haryana (hereinafter referred to as the "**DTCP, Haryana**") for setting up of Residential Group Housing Colony on the land admeasuring 12.2375 acres in the Revenue Estate of Village-Maheshwari, in Sector-22, Teh.-Dharuhera, Distt.-Rewari, Haryana vide letter dated 29.09.2009;

**AND WHEREAS** the Owners received a letter from the DTCP, Haryana vide Memo No. 5DP-V-2011/LC-1325-1326/8869 dated 01.07.2011, requiring submission of financial and technical capacity and also objected to the inappropriate approachable road (rasta), as the same was against their policy dated 24.01.2011. The DTCP, Haryana accordingly advised through the aforesaid Memo to submit the required documents along with adequate approach road having minimum 22 ft. wide rasta to the site of the proposed group housing, within one month from the date of issue of the said Memo. The Owner submitted the financial and technical capacity and stated in the reply that there was no policy in existence regarding the revenue rasta at the time of submission of the application for granting of License. However to comply with the same the Second Party acquired 1 acre of land adjacent to the Scheduled Land situated in Village- Maheshwari, Sub-Tehsil-Dharuhera, District- Rewari, Haryana comprised in Mustakil No. 34, Killa No. 17, Min North (6-4), 16/1 Min West (1-14), 16/2 Min North - West (0-2) total land area admeasuring 8 Kanal 0 Marla i.e. equivalent 1 Acres vide Reg. No. 2551 dated 12/01/2012, Reg. Year 2011-12 and Jamabandi Year

For Ambition Colonisers Pvt. Ltd. For Dwarkadhis Projects Private Limited

**FIRST PARTY**

**SECOND PARTY**

**THIRD PARTY**

For S.K.G. Buildcon (P) Ltd.

Director

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Director

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2003-04, approaching the proposed Residential Group Housing site to be set-up by creating approach / connectivity from 75 mtr wide Dharuhera-Bhiwadi Bye-pass Road in compliance with the policy dated 24.01.2011. Accordingly after purchase of the above Land by the Second Party, the total Land, hereinafter referred to as 'the Scheduled Land', for development and construction of the residential Group Housing Colony had been aggregated to the total area of 13.2375 acres situated at **Village- Maheshwari, Sub-Tehsil-Dharuhera, District- Rewari, Haryana** belonging to the First Party and the Second Party jointly as Owners, as per details below:

(i) Khewat No. 244, Khata No. 292, Killa No. 37//1(8-0), 10/1/2(0-4), 10/2(6-12), Killa No. 38//4/1/2(5-16), 4/2(1-8), 5(8-0), Khewat No. 244, Khata No. 292, Killa No. 33//23/3(7-10), 24/1(6-3), 24/2(1-10), 25(8-0), 23/1(0-2), 23/2(0-8), 24/3(0-7), total land area admeasuring 54 Kanal 0 Marla i.e. equivalent 6.75 Acres vide Reg. No. 2956 dated 14/02/2007, Reg. Year 2006-07, Mutation No. 3191 dated 15/01/2007 and Jamabandi Year 2003-2004 in favour of the First Party.

(ii) Khewat No. 4, Khata No. 4, Killa No. 34//12 (8-0), 13(8-0), 18(8-0), 23(8-0), total land area admeasuring 32 Kanal 0 Marla i.e. equivalent 4 Acres vide Reg. No. 2958 dated 14/02/2007 Reg. Year 2006-07, Mutation No. 3017 and Jamabandi Year 2003-2004 in favour of the Second Party.

(iii) Khewat No. 244, Khata No. 292, Killa No. 34//21/1(3-16), Khewat No. 243, Khata No. 291, Killa No. 34//21/2(4-4), total land area admeasuring 8 Kanal 0 Marla i.e. equivalent 1 Acres vide Reg. No. 2957 dated 14/02/2007 Reg. Year 2006-07, Mutation No. 3191 dated 15/01/2007 and Jamabandi Year 2003-04 in favour of the Second Party.

(iv) Khewat No. 3/3, Khata No. 3, Killa No. 34//22/2(3-18), total land area admeasuring 3 Kanal 18 Marla i.e. equivalent 0.4875 Acres vide Reg. No. 2933 dated 13/02/2007, Reg. Year 2006-07, Mutation No. 3192 dated 15/01/2007 and Jamabandi Year 2003-04 in favour of the Second Party.

(v) Mustakil No. 34, Killa No. 17, Min North (6-4), 16/1 Min West (1-14), 16/2 Min North - West (0-2) total land area admeasuring 8 Kanal 0 Marla i.e. equivalent to 1 Acres vide Reg. No. 2551 dated 12/01/2012, Reg. Year 2011-12 and Jamabandi Year 2003-04, in favour of the Second Party.

**AND WHEREAS** as per the MOU dated 30<sup>th</sup> January 2007, the Developer agreed to pay interest-free security amount upto Rs. 3,00,00,000/- (Rupees Three Crores only) to the Second Party for land area 5.4875 acres and accordingly the Developer paid Rs. 2,74,46,630/- (Rupees Two Crores Seventy Four Lacs Forty Six Thousand Six Hundred Thirty only) to the Second Party and has agreed to pay an additional interest-free security of Rs. 4,75,00,000/- (Rupee Four Crores Seventy Five Lacs only). The Developer paid Rs. 78,50,000/- (Rupees Seventy Eight Lacs Fifty Thousand only) and the balance will be paid within two months to the second Party.

For S.K.G. Buildcon (P) Ltd.

**FIRST PARTY**

Director

For Ambition Colonisers Pvt. Ltd.

**SECOND PARTY**

Director

For Dwarkadhis Projects Private Limited

**THIRD PARTY**

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**AND WHEREAS** as per the MOU dated 10<sup>th</sup> April 2007, the Developer agreed to pay interest-free security amount upto Rs. 8,50,00,000/- (Rupees Eight Crore Fifty Lac only) to the First Party for land area 6.75 acres and accordingly the Developer has paid Rs. 8,19,75,000/- (Rupees Eight Crores Nineteen Lacs Seventy Five Thousand only) to the First Party.

**AND WHEREAS** as per the MOU dated 10<sup>th</sup> day of April, 2007, the Owners were solely responsible for execution of such documents as would be required and permissible under the License to be issued by the Director, Town & Country Planning Chandigarh, Haryana and Rules, Regulations and By Laws under HUDA Act in favour of the Developer and the First and Second Party were required to hand over the vacant possession of the said land.

**AND WHEREAS** as per the MOU dated 10<sup>th</sup> day of April, 2007, the Developer was entrusted with liability for payment of all dues, bank guarantee etc. as mentioned in L.O.I. and also for payment of all dues to its workman, employees, statutory compliances of labour law, other law, govt. regulations and rules as are in force or introduced from time to time and/or for any accident such as lack of safety resulting in injury or damages to workmen, plant, machinery or any other third party.

**AND WHEREAS** as per the MOU dated 10<sup>th</sup> day of April, 2007 on the completion of the project, the net profit arising from the Project was to be shared between all the three Parties in the following ratio;

First Party	50% of total net profit
Second Party	25% of total net profit
Third Party	25% of total net profit

However due to complication in determining the net profit, the parties to the collaboration agreement agreed to determine the profit at a fix rate on the actual covered area to be built-up by the Developer in proportionate to the land owned by the First Party and the Second Party.

Now the parties to this collaboration agreement has mutually decided / agreed to enter into this agreement on the terms and conditions mentioned below.

**NOW THIS COLLABORATION AGREEMENT WITNESSES AS UNDER:**

**1. TERM & SCOPE OF THIS COLLABORATION AGREEMENT**

**EFFECTIVE DATE:** This Collaboration Agreement shall come into force on the date, month and year mentioned hereinabove.

**SCOPE:** The scope of this Collaboration Agreement is to provide the term & conditions to be performed by the parties hereinabove in relation to development and construction of a Residential Group Housing Colony (hereinafter referred to as the "

For S.K.G. Buildcon (P) Ltd.

**FIRST PARTY**

Director

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For Ambition Colonisers Pvt. Ltd.

**SECOND PARTY**

Director

For Dwarkadhis Projects Private Limited

**THIRD PARTY**

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the Complex") on the Scheduled Land situated at Village- Maheshwari, Sub-Tehsil-Dharuhera, District- Rewari, Haryana.

## 2. PROJECT DEVELOPMENT

**DEVELOPMENT:** The Owners hereby entrusts to the Developer, the Scheduled Land and hereby grant exclusive right of development and setting up a Residential Group Housing Complex, hereinafter referred to as 'the Complex', on the Scheduled Land owned by them.

**CONTRIBUTION BY PARTIES:** The Owners hereby agrees to deliver the Total Land Area of 13.2375 acres situated at **Village- Maheshwari, Sub-Tehsil-Dharuhera, District- Rewari, Haryana** for the development and setting up a Residential Group Housing Complex on the Scheduled Land. The Developer shall employ their own resources like funds, workmen, architects, engineers, contractors, sub-contractors etc. at their own cost and Owners shall in no way be responsible for the responsibilities & liabilities of the Developer.

## 3. APPROVAL FROM DTCP

The Developer shall be liable to seek all licenses, approvals, sanctions etc., for development of Complex on the Scheduled Land from all Govt., authorities or any other such Regulatory Authorities, at its own cost and expense and shall also be complete all formalities, which may be required for the said purpose as may be communicated by DTCP / HUDA. The Developer shall also liable to pay any statutory charges / amount /interest / penalties etc., to various departments.

## 4. COST OF DEVELOPMENT

It is expressly agreed and understood by and between the parties hereto that the Owner shall not be liable to pay or bear any part or portion of the cost of construction and development of the Scheduled Land at any stage and that the Developer shall have full, exclusive, absolute and unfettered right and control over the said development and to sell and transfer its Share to any person(s) and to recover its cost, expenses and profits as the Developer may in its absolute discretion deem fit.

## 5. ADVERTISEMENT & MARKETING

5.1 **ADVERTISEMENT:** The Developer shall ensure that adequate publicity/ advertisement is done for the Complex. Entire expenses in this regard shall be borne by the Developer. Further, the Developer shall ensure that the advertisement for sale of flat/apartment and local shops shall prominently contain the name of Original Licensee.

For Ambition Colonisets Pvt. Ltd.

For S.K.G. Buildcon (P) Ltd.



Director

For Dwarkadhis Projects Private Limited

FIRST PARTY

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SECOND PARTY

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**MARKETING:** The parties hereby agreed that marketing of the entire area shall be done by the Developer in any manner it deems fit and the Owner shall not interfere or object to the same.

## 6. DEVELOPER'S OBLIGATIONS

The Developer shall at its own costs and expenses do the following:

### 6.1 COMPLIANCE :

(A) All the necessary applications for grant of License or any other approval in compliance with the L.O.I to be issued by the DTCP, Haryana for development & Construction of the Complex on the Scheduled Land shall be made by the Developer.

(B) The Developer hereby agreed to comply with all the terms and conditions mentioned in L.O.I., to be issued by DTCP, Haryana, License, LC-IV and Bilateral Agreement as per Haryana Urban Development Act, 1975 and rules & regulations made therein. The Developer shall ensure that the development and construction of the Complex shall be conducted in compliance with all applicable laws and project approvals.

(C) The Developer shall execute all Undertakings, Affidavit, Agreements and liabilities on account of fees and charges, Bank Guarantee mentioned in L.O.I. to be issued by DTCP, Haryana and also for payment of all dues to its workman, employees, Statutory Compliances of Labour Law as well as any other law for the time being in force including but not limited to rules and regulations issued by the concerned Department of Govt. of Haryana from time to time and/or for any accident such as lack of safety resulting in injury or damages to workmen, plant, machinery or any other third party.

**6.2 DILIGENCE:** The Developer hereby agreed to perform the duties and undertake the responsibilities set forth in this Collaboration Agreement and agrees to apply efficient business administration and to use reasonable, diligent, expeditious and economical efforts at all times in the performance of its obligations. The Developer shall generally act diligently and shall devote such time and attention to the Project as may be necessary to accomplish the purpose of this Agreement.

**6.3 PROJECT APPROVAL:** The Developer shall obtain all requisite permissions and approvals as may be required for such development & construction including obtaining of completion/occupation certificate. The Developer shall commence, execute and complete the development and construction of the project in accordance with the project plan in compliance with the terms, covenants and conditions set forth in this Agreement. The Developer shall own / procure and employ all project equipments as may be required for the purpose of the project and shall mobilize the same on the Scheduled Land.

For S.K.G. Buildcon (P) Ltd.

FIRST PARTY

Director

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For Ambition Colonisers Pvt. Ltd.

SECOND PARTY

Director

For Dwarkadhis Projects Private Limited

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**6.4 LAY-OUT PLAN:** The Developer shall prepare the lay-out plan of the Scheduled Land for development of the Complex and to obtain sanction of the same from the Regulatory Authorities.

**6.5 PAYMENT OF FEES & CHARGES:** The Developer shall make payment of license fee, scrutiny fee, external development charges, internal development charges and all other dues payable to the concerned departments for obtaining the license and all other statutory approval necessary and to keep the same subsisting and valid upto the completion of the Project. Any new /additional fee/ demands shall be met for the entire Scheduled Land by the Developer. All amenities and facilities like road, parks, community centre, water and electricity supply, sewerage, required for the development of a modern self sustained residential colony shall be provided by the Developer at its expense without any claim or demand from the first party / owner.

## **7. DEVELOPER'S COVENANTS**

The Developer hereby covenant that it has all approval, licenses, sanctions for the development of the Complex from the Appropriate Authorities and it shall obtain all approvals, licenses, sanctions from the Appropriate Authorities as and when required within a reasonable period at its own cost and expenses.

## **8. DEVELOPER'S AUTHORITY**

The Developer is entitled to transfer, sell, convey or dispose off the entire area comprising the flats/units, which would be available on construction of the group housing building, as per this Collaboration Agreement, and in connection therewith, the Owner authorize the Developer, as under:

**8.1 RECEIVE OF BOOKING:** The Owner hereby authorize the Developer to receive booking, advance, interim, earnest deposit, sale price or any other amounts payable by the prospective allottee /purchaser, transferee, lessee of the Flats in its name and give effective receipts and discharges in its own name and retain the money.

**8.2 ALLOTMENT & AGREEMENT:** The Owner hereby authorize the Developer to issue allotment or similar letters, notices or enter into unit Builder-Buyer Agreement / Agreement to Sell including other agreements, deeds, documents or any arrangements for sale, conveyance, lease or any transfer, in any manner whatsoever the Developer desire, of flats/units.

**8.3 TRANSFER OF APARTMENT:** The Owner hereby authorize the Developer to sign necessary transfer forms for transfer of the flat/units in the name of the purchasers, allottees, transferee, and lessee and in the records of concerned local authorities.

**8.4 CONVEYANCE DEED:** The Owner hereby authorize the Developer to sign and execute any other document incidental to deed (s) of conveyance, if required, to lodge

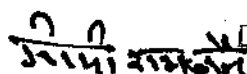
For S.K.G. Buildcon (P) Ltd.  
**FIRST PARTY**

For Ambition Colonisers Pvt. Ltd.

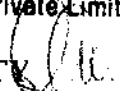
**SECOND PARTY**

For Dwarkadhis Projects Private Limited

**THIRD PARTY**

 Director

  
Director

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deed(s) of conveyance and other documents, if any, executed and requiring registration in the office of the Registrar or sub-Registrar of Assurances and or to admit execution made before him, only after getting completion/occupation certificate;

### 8.5 GENERAL AUTHORIZATION :

#### (A) RIGHT TO SUB-CONTRACT:

**APPOINTMENT OF AGENCIES:** The Developer shall be at full liberty to carry out the development / construction on the Scheduled Land either independently or by appointing contractors/sub-contractors or other agencies and to execute such document as may be necessary to carry out the development / construction of the Complex on the Scheduled Land, on their own cost and expenses and the Owner shall in no way be responsible for any failure or default of the Developer;

The Owner shall execute all such documents as well as other ancillary documents as may be required to enable the Developer to sell the developed areas. Further, the Owner shall also render all assistance as may be required by the purchaser of the area so as to enable the said prospective purchasers to obtain financial assistance from banks/financial institutions etc.

(B) The Owner hereby authorize the Developer to further sell, assign, mortgage, create charges, and transfer or dispose-off, in any manner whatsoever the flats/units to be constructed on the Scheduled Land along with all rights, title and interest in the same or any part thereof, to any person, bank, financial institutions or entity or any government authority or municipality or department in any manner whatsoever, at such consideration, compensation or amounts and upon such terms and conditions as the Developer deem fit and proper, to accept consideration and exchange in its name and issue receipt thereof in full or in part.

(C) The Owner hereby authorize the Developer to sign, execute and register conveyance, sale, exchange, transfer deed or any other document, agreement for transfer, sale, conveyance of the flats/units to be constructed on the Scheduled Land and title, right and interest in the same to such person or entity, to present such deed/document, agreement for registration before the concerned Registrar/sub-Registrar and admit the execution thereof.

(D) The Owner hereby authorize the Developer to give, handover, physical, notional, de-facto, symbolic possession of the flats/unit, or any part thereof to be constructed on the Scheduled Land to prospective buyers, lessee, transferees on such other terms as may be agreed by the Developer.

(E) The Owner hereby authorize the Developer to enter into an arrangement with any person for the development of the Project or the Project Complex, or any part of the Project, on the terms and conditions and in the manner deemed fit and proper by the Developer.

For S.K.G. Buildcon (P) Ltd.

FIRST PARTY  
Director

For Ambition Colonisers Pvt. Ltd.

SECOND PARTY  
Director

For Dwarkadhis Projects Private Limited

THIRD PARTY  
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**9. OWNER'S CONVENANTS**

**9.1 NON- TRANSFERIBILITY:** The Owners hereby agree not to transfer their rights, title or interest in the Scheduled Land during currency of this Collaboration Agreement in whole or in part which may cause interruption in the construction or development of the Complex.

**9.2 OWNER'S UNDERTAKING:** The Owners hereby represent and undertake that till the currency of this Collaboration Agreement they will not do any act, which in any manner directly or indirectly, cause obstruction of any nature in the development or affects the right of the Developer under this Collaboration agreement.

**9.3 DELEGATION OF POWER BY THE OWNER'S:** The Owners agree to place at the disposal of the Developer the Scheduled Land for the purpose of raising construction and such other developmental work with all such powers and authorities that would be necessary or desirable for the speedy and efficient completion of the construction and development of the complex. This would include the authority and power to submit the necessary proposals, apply for cement, steel, electricity, water connection etc. and all other matters which may be necessary for the purpose of this Collaboration Agreement.

**9.4 GENERAL ASSISTANCE :**

(A) The Owner shall sign necessary application as prepared by the Developer for grant of sanction, license in respect of the Scheduled Land. The Owner shall also sign all papers as may be required from time to time, for the development of the Complex and make themselves available whenever they are required by the Developer for the same. The Owner shall give all assistance to the Developer in processing the application for grant of approval/sanction and all other approvals after the grant of license. However, all the cost, fees and other expense for getting the change of land use/license or any other approval for development will be borne by the Developer only.

(B) The Owner shall do and perform all acts, deeds, matters and things as may be required by the Developer lawfully to carry out the Development of the Scheduled Land including entering in to agreements with prospective purchasers of the various premises, structures and building proposed to be constructed on the Scheduled land including but not limited to apartments, commercial, institutional or other areas.

(C) Carrying out all acts, deeds and things, as are required from the Owner of the property to enable the Developer to submit the plans for the development of the complex and to obtain approval for the same.

(D) Not to do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents which may result in cancellation, termination or otherwise jeopardized;

For S.K.G. Buildcon (P) Ltd.

**FIRST PARTY**

Director

For Ambition Colonisers Pvt Ltd.

**SECOND PARTY**

Director

For Dwarkadhis Projects Private Limited

**THIRD PARTY**

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9.5 The Owners hereby authorize the Developer to apply for / obtain various developmental permissions and to complete development in respect thereof;

9.6 The Owners shall perform all acts including signing any documents, papers returns or compliance with all applicable State or Central laws or terms of license, Apartment Ownership Act.

9.7 The Owners confirm that the entire understanding under this Collaboration Agreement is contingent upon each constituents discharging their full responsibilities & obligations and ensuring that the Ownership of Scheduled Land is fully marketable and under possession of Developer.

#### 10. OWNER'S WARRANTIES

10.1 The Owner hereby warrants that they are in lawful possession of the Scheduled Land and there are no encroachments or unauthorized constructions on the Scheduled Land.

10.2 The Owner hereby also warrants that the title of the Owner to the Scheduled Land is clear and marketable and free from all encumbrances and that there are no covenants and/or restrictions or impediment for the development of the same in terms of these presents.

10.3 The Owner hereby also warrants that they have handed over the exclusive possession of the Scheduled Land to the developer for specific purpose of development & construction of Residential Group Housing Colony and that no other person(s) has any right, title or interest therein.

10.4 The Owner hereby also warrants that the Scheduled Land is free from mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances and that if at any time hereafter any such mortgages, charges, lien, litigation, acquisitions, attachments or other encumbrances, the Owner hereby undertake to remove and settle the same at their own costs & expenses and to the satisfaction of the Developer.

10.5 The Owner hereby warrants that there are no actions, suits or proceedings pending threatened against or affecting the Scheduled Land or any portion thereof, or relating to or arising out of the possession, ownership, management or operation of the Scheduled Land, in any court or before or by any Governmental Authority. 68/13

10.6 The Owners confirms that all original papers, documents, agreements, deed or indenture evidencing the Owners title to the Scheduled Land; shall be kept by them and the Owners hereby undertake to deliver all original papers, documents, agreements, deed or indenture including other assistance and co-operation to the Developer as and when required for the development / construction of the Complex on the Scheduled Land.

For Ambition Colonisers Pvt. Ltd.

For S.K.G. Buildcon (P) Ltd.

For Dwarkadhis Projects Private Limited

FIRST PARTY

SECOND PARTY

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Director

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Director

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10.7 The Owners hereby warrants that they shall comply with all the conditions stipulated in the license for the development & construction of the Scheduled Land and the license shall be kept valid, effective and in force during the tenure of this Agreement. All expenses for keeping the license subsisting/valid shall be incurred by the Developer.

10.8 The Owner also warrants that they have not entered into any agreement for sale, transfer, lease, mortgage, license or any commitment of any nature in respect of the Scheduled Land or any part thereof nor have it entered into any agreement for sale of any premises in the proposed structures and buildings.

10.9 The Developer shall have all the rights to either integrate additional land in the proposed Complex either on outright purchase or on collaboration on such terms as it may deem fit. The Owner shall not in any way interfere or obstruct in the arrangement or raise any objection of any nature of arrangements by Developer or in implementation of this Agreement.

## 11. ENTITLEMENT & CONSIDERATION

**ENTITLEMENT :** The First Party is already entitled to receive Rs. 8,50,00,000/- (Rupees Eight Crores Fifty Lac only) from the Developer as an Interest-free Security in accordance with MOU dated above. The Developer has already paid Rs. 8,19,75,000/- (Rupees Eight Crores Nineteen Lacs Seventy Five Thousand only) to the Second Party as an Interest-free Security.

The Second Party is entitle to receive from the Developer an Interest-free Security amounting to Rs. 4,85,00,000/- (Rupees Four Crores Eighty Five Lacs only) within two months from the execution of this Collaboration Agreement in addition to Rs. 3,00,00,000/- (Rupees Three Crores only). The Developer has already paid Rs. 3,52,96,630/- (Rupees Three Crores Fifty Two Lacs Ninety Six Thousand Six Hundred Thirty only) to the Second Party as an Interest-free Security and the balance shall be paid within two months after adjusting the advance payment towards an Interest-free Security to the Second Party.

**CONSIDERATION :** The Owners has entered into this Collaboration Agreement and accordingly has agreed to assign and transfer their rights and interest in respect of Scheduled Land measuring 13.2375 acres to the Developer strictly for the purpose of development and construction of a Residential Group Housing Colony and Local Shopping Center and the marketing & sale of flats/shops and the Developer has agreed to pay fixed share of profit of Rs. 230/- (Rupees Two Hundred Thirty Only) per square feet of the actual Built-up area on the said land. However, during the sanction of site plan and construction of Residential Group Housing Colony and Local Shopping Center, the Developer shall pay a sum of Rs. 4,00,000/- (Rupees Four Lacs Only) per month to each Owner w.e.f. 1<sup>st</sup> April 2012 towards their share of profit to meet the expenditure / compensation to the Owners till the completion of the project and that the Interest-free Security and monthly expenditure/compensation amount, in lieu of profit

For S.K.G. Buildcon (P) Ltd. For Ambition Colonisers Pvt. Ltd.  
**FIRST PARTY** **SECOND PARTY**

For Dwarkadhis Projects Private Limited  
**THIRD PARTY**

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Director

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paid, shall be adjusted in total consideration payable as per sq. fts area to be calculated on Built-up area basis on completion of the said project and the balance, if any, shall be paid within 30 days of the completion / the sale of entire area of the complex as well as the local shopping center whichever is earlier.

## 12. PARTIES LIABILITY

Each party hereto shall bear, pay and discharge their responsibilities, including Income-Tax and other tax liabilities that may arise on account of receipt of the proceeds by each of them.

## 13. INDEMNIFICATION

The Owner and the Developer shall mutually indemnify, defend and hold harmless the other party, its affiliates, and each of their directors, officers, employees, etc. against all claims, suits and proceedings and all liabilities on account of income-tax, wealth tax or other tax liability for the Scheduled Land and development & construction including losses, expenses, damages and costs (in each case actual and direct in nature) incurred or suffered by the Other party(ies), relating to or arising out of the breach by the indemnifying party of any of its duties, obligations, representation or warrants under the Collaboration Agreement keep each other indemnified from and against any liability.

## 14. DURATION

14.1 The entire development of the Complex shall be completed in accordance with the approved plans including till the occupation certificate/ completion certificate obtained by the Developer.

14.2 All the premises in the proposed structures and buildings are sold or allotted and conveyance deeds are registered in favour of the customers.;

## 15. DENIAL OF PARTNERSHIP / ASSOCIATION OF PERSON (AOP)

It is hereby expressly agreed and declared that :

15.1 These presents do not create any Partnership or Association of Persons between the parties hereto;

15.2 Each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and on principal to principal basis and not on behalf of, or on account of or as agents of any one of them or anyone else;

For Ambition Colonisers Pvt. Ltd.

For S.K.G. Buildcon (P) Ltd.

Director

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For Dwarkadhis Projects Private Limited

FIRST PARTY

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with Owners and the Developer shall only be permitted to develop the Scheduled Land in terms of this Collaboration Agreement.

20.4 The Parties hereto agree to execute such papers and documents as may be necessary and expedient for enabling the Developer to carry out and complete the development on the Scheduled Land as herein contemplated.

20.5 The Owners hereby agreed that this Collaboration Agreement shall be irrevocable and no modification/alteration etc. in the terms & conditions of this Collaboration Agreement shall be permitted except on such modified term 7 condition to be the parties may agreed upon as may be mutually agreed upon in writing to comply with any statutory or otherwise.

## 21. ENTIRE AGREEMENT

This Collaboration Agreement constitutes the entire agreement/understanding between the Parties hereto with respect to the matters dealt with herein and supersedes all previous agreement or arrangement including communication between the parties hereto in relation to such matters. No violation of this Agreement shall be valid unless made by one or more instrument in writing and signed by each of the Parties hereto.

## 22. HEADINGS

The headings herein are so given for the sake of convenience and easy reference only and they do not in any way governs or interpret the meaning thereof.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written in the presence of following witnesses:

### FIRST PARTY

S.K.G. Buildcon (P) Ltd.

*सौमि रम जे*  
Authorized Signatory Director  
Designation : Director  
IN WITNESS of:

### SECOND PARTY

For Ambition Colonisers Pvt. Ltd.

*[Signature]*  
Authorized Signatory Director  
Designation : Director

### THIRD PARTY

For Dwarkadhis Projects Private Limited

*[Signature]*  
Authorized Signatory Director  
Designation : Director

1. Signature: \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Signature: \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Signature : \_\_\_\_\_  
Name: \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTESTED  
TAPY PUBLIC  
DE 1111



