



हरियाणा HARYANA

M 118911

## COLLABORATION AGREEMENT

This agreement is made on this 03<sup>rd</sup> day of July, 2013 at Gurgaon between:-

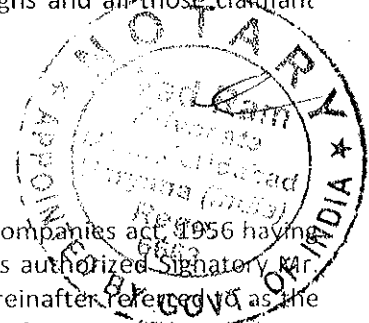
(1) M/s. Urban Buildmart Pvt. Ltd. a Company registered under the Companies Act, 1956, having their office at K-1, Green Park Main, New Delhi, having Land in Village Faridpur, Distt. Faridabad acting through its authorized Signatory Mr. Krishan Kumar duly authorized vide board resolution dated 03.07.2013 (2) M/s. BCC Edutech Private Limited having their office at K-1, Green Park Main, New Delhi, acting through its authorized signatory Mr. Krishan Kumar duly authorized vide board resolution dated 03.07.2013 (hereinafter jointly referred to be as the OWNER) which expression shall include and mean their successors in interest, heirs, attorneys assigns and all those claiming through them.

AND

M/s. Conscient Infrastructure Pvt. Ltd., a Company registered under the companies act, 1956 having its registered office at K-1 Green Park Main, New Delhi acting through its authorized Signatory Mr. S.K.Kaushik, duly authorized vide board resolution dated 03.07.2013 (hereinafter referred to as the Developer) which expression shall unless repugnant to context hereof mean and include its successors, administrators, permitted assigns and all those claiming through it).

Whereas the Owner is the absolute and exclusive owner in possession of land and the complete land schedule are enclosed as Annexure-A (hereinafter referred as the said lands) situated at Village Faridpur, Sector-78, Faridabad, Haryana and are duly recorded owner in the revenue records indicating clear title in its favour.

Whereas the developer company is the holding company of the aforesaid owners and fully support in financial capacity and also in the technical capacity for their all development.



7949  
1-7-13

Urban build mart Pvt Ltd  
DCC edutech Pvt Ltd  
New Delhi

प्रलेख नः 1898

दिनांक 05/07/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	SHARMA ANUJ STAMP VENDER
तहसील/सब-तहसील Tigaon	गांव/शहर नहरपार FARIDABAD
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: amit sharma adv.

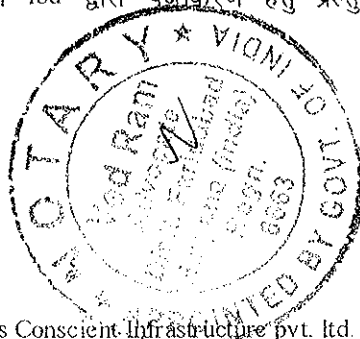
Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 05/07/2013 दिन शुक्रवार समय 1:03:00PM बजे श्री/श्रीमती/कुमारी M/s Urban Buildmart Pvt. Ltd. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी do निवासी fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर पेशकर्ता



श्री M/s Urban Buildmart Pvt. Ltd. etc.



उप/सयुक्त पंजीयन अधिकारी  
Tigaon

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Conscient Infrastructure Pvt. Ltd. दायेंदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों से सुनकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दायेंदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी amit sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी adv. निवासी fbd

व श्री/श्रीमती/कुमारी anuj sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी NC Sharma निवासी fbd ने की।

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

दिनांक 05/07/2013

उप/सयुक्त पंजीयन अधिकारी  
Tigaon

Amit Sharma  
DCC/edutech

Anuj Sharma

The Developer shall have the right to develop and also to include the other lands adjoining the said land, if so required, for development of the Low Cost Housing/G.H./I.T.Park/Commercial/School Project. (The said land along with other lands adjoining the said lands collectively referred to as the project Land).

And whereas the said lands are shown in colour Red in Annexure-B to this Agreement

And Whereas the Owner has represented that the said land has already been granted CLU for development of a Residential Senior Secondary School and has also expressed that they will surrender this portion of the land to the Govt. for which license to develop a Low Cost Housing/G.H./I.T.Park/Commercial/School Project may be granted by the Govt. of Haryana

And Whereas the Owner has represented that no construction for the approved school has been made till date in this proposed land which is now being applied for the development of a Low Cost Housing/G.H./I.T.Park/Commercial/School Project.

And Whereas the Owner has represented that the said land is free from all kind of encumbrances such as lien, charge, mortgage, restrictive covenants, pledge, previous sale/agreement to sell/transfer, acquisition and requisition proceedings, statutory dues, attachments, minor claims or claims of any other nature whatsoever.

And whereas the Developer is in the business of construction and development of projects and have vast experience, requisite expertise and other resources for the construction of the Real Estate Projects.

And whereas the owner has represented that the said land now falls under the category of residential zone as per the master plan of the Haryana Govt. and is no more remains agriculture zone and can be used for residential purposes. Keeping in view the change in the character and use of the said land in terms of the revised policy to develop Low Cost Housing/G.H./I.T.Park/Commercial/School Project for the poorer section of the community in every sectors in the master plan, the Owner has approached the Developer to develop the said land after demolishing the existing structures thereon, if any, and thereafter undertaking Low Cost Housing project/G.H./I.T.Park/Commercial/School Project the project land including said land by entering into the present collaboration agreement with a view to sell and market residential spaces/building in terms of this collaboration agreement and within the ambit of Govt. rules and regulation.

And whereas the Developer has agreed to enter into the present collaboration agreement on the above representation and assurances of the owner of having clear and marketable title to said land and there is no impediment to enter into the present agreement on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS UNDER

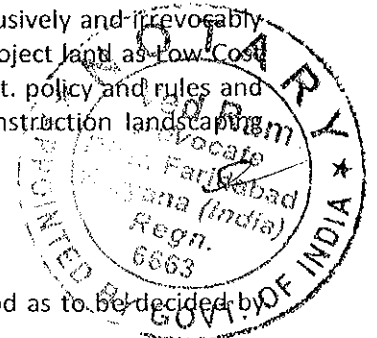
That the recitals above and annexure hereto shall form an integral part of this agreement.

## 1 RIGHT TO DEVELOP

1.1 The Owner hereby entrusts, hands over and gives the Developer exclusively and irrevocably the right for development and construction of the said land as part of the project land as Low Cost Housing/G.H./I.T.Park/Commercial/School Project in accordance with the Govt. policy and rules and regulations. The exclusive rights in respect of the architectural control, construction landscaping design and form of the entire project shall vest with the Developer.

## 2 DEVELOPER'S OBLIGATIONS

2.1 The developer shall complete the project within the stipulated period as to be decided by the Govt. while grant of license and approval of building plans.



2.2 The developer may appoint, if required, an architect and shall be exclusively liable to make all payments including fee to the architect appointed by it for making all plans/amended plans drawing etc.

2.3 That the construction shall be of good quality and as per standard/I.S. specifications.

2.4 The Developer shall have the right to assign this agreement either in whole or in part in favour of any person including but not limited its Associate/Group Companies.

3. OWNER'S OBLIGATION, UNDERTAKINGS AND RIGHTS:

3.1 The Owner declare that he had not agreed, committed to or contracted or entered into any agreement for sale or joint construction of the said land or any part thereof to any person other than the Developer and that he had not created any lien, charges, mortgage or encumbrance on the said land and would keep it free from all kind of encumbrances during the subsistence of these presents. The Owner agree and undertake that after the execution of this agreement, under no circumstances, he would sell, lease, mortgage or otherwise, to enter into any agreement to sell for the said lands or part thereof.

3.2 The Owner take responsibility and declare that he has not received and to his knowledge, the Government, Local authority, Municipal authority or any other authority has not issued any notice affecting the said land or imposing any restriction on the development, construction & sale of the said land on the contemplated Low Cost Housing/G.H./I.T.Park/Commercial/School Project in any manner. The owner shall pay and discharge all out standing's including corporation Tax and other levies in respect of the said lands till the date of the present collaboration agreement and thereafter all taxes like services tax, corporation tax, levies, government dues, and other charges shall be shared by the parties in the ratio as agreed in terms of the present collaboration agreement. However, after the completion of the project, all tax liabilities as mentioned above like services tax, corporation tax, levies, government dues, and other charges income tax, property tax, wealth tax etc. shall be paid by the Developer and Owner and/or their nominees in the proportion of their shares.

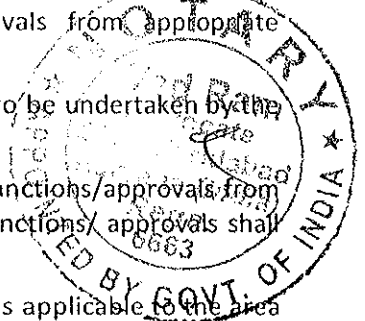
3.3 The Developer shall have the right for construction on the said land as part of the project land, to raise finances, constructions thereon, to obtain necessary approvals from appropriate authorities, lease, sell or transfer of project as per Govt. rules. However, it is agreed upon that the Developer shall only handover pro-rata share of owner's allocation to the owner on completion of the project as mentioned clearly in subsequent clauses of this agreement.

3.4 The owner shall execute an Special Power of Attorney (SPA) as attached as Annexure -C simultaneously upon signing of this agreement in favor of the Developer to enable the Developer for construction of the said land as part of the project land, to raise finances on his share of the allocation, to raise constructions thereon, to obtain necessary approvals from appropriate authorities.

3.5 The Owner undertakes not to interfere with the construction work to be undertaken by the Developer in any manner whatsoever.

3.6 The Owner shall co-operate in all manners in getting all kinds of sanctions/approvals from any governmental/non- governmental authority. The cost of getting the sanctions/ approvals shall be to the account of Developer.

3.7 That the Owner hereby confirm and declare that the EDC and IDC as applicable to the area falling under the Owner's Allocation shall be paid by the developer or its nominees. However, after physical possession to the Owner or its nominees of the Owner's Allocation if any additional demand is raised by the competent authorities due to increase in EDC and/or IDC, then Owner and Developer both have to pay in proportion to their shares. If the Owner fails to take possession within 30 days of the possession offer letter given by the Developer, The Owner will be liable to pay for increase in External Development Charges, Internal Development Charges or any other statutory charges imposed by the Government subsequent to the offer of possession.



4. POSSESSION

The exclusive physical possession of the said lands shall be handed over to the Developer by the Owner after receipt of the LOI for the development of Low Cost Housing Project/G.H./I.T.Park/Commercial/School Project simultaneously surrendering the CLU for this area to the Govt. The Developer shall be entitled to demolish the existing structures, if any, and dispose off the debris on its own account to which the Owner has no objection.

5. DEVELOPER'S RIGHTS

5.1 The developer shall be entitled to enter into any agreement with any building contractor, architect, appoint agents for the purpose of construction on the said land in its own name and costs, risks and expenses. The Developer shall be solely responsible for all action for any violations and mishappenings during construction on the said lands.

5.2 The Developer shall be entitled to raise funds after giving intimation to the owner for the construction of the said land by creating charge in any manner over the said land to the extent of the Developer's allocation.

6. SHARING RATIO

The sharing ratio of the parties shall be divided between the parties in the following manner:

- a) Developer – 80% of the saleable area
- b) Owner – 20% of the saleable area

7. CONSIDERATION AND AREA SHARING RATIO

7.1 In consideration of the developer carrying the entire construction on the as per the terms of this agreement, the Developer shall be entitled to 80% FAR of the said land which shall be the developer's allocation/share and whereas the Owner shall have 20% FAR of the said land as Owner's allocation/share. The allocation of the area to be sold shall be mutually decided between the Owner and Developer subsequently. The parties confirm that the consideration as mentioned herein is adequate for the rights being provided to either party and the parties shall never challenge the adequacy of the consideration any time in future. It is clearly understood that only the FAR allowed on the said land shall be shared.

7.2 The Developer/Associate Company is free to include other land in the project and apply as a single amalgamated license without prior approval of the owner. In case extra land is included with the said lands, the Developer allocation will increase with respect to the FAR of the extra land and the share of the owner shall not increase in any manner and shall remain fixed at all times same as mentioned hereinabove.

7.3 That the developer shall be entitled to market only the areas falling in the developer's allocation and shall not under any circumstances undertake sales falling in the owner's allocated area unless requested by the owner at a mutually decided cost. The Developer shall have the right to sell its part of share in any manner whatsoever to which the owner have no objection.

8. SPECIFIC ENFORCEMENT OF THE AGREEMENT

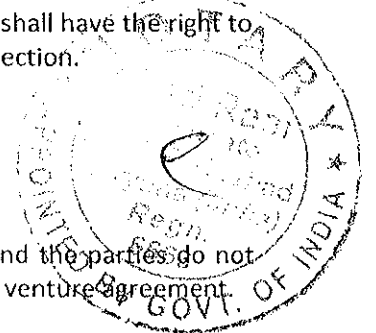
That both the parties shall be entitled to specifically enforce this agreement.

9. NATURE OF AGREEMENT

The parties hereby declare and agree that these presents do not constitute and the parties do not intend to be a partnership or joint venture or association of persons but a joint venture agreement.

10. OWNER TO EXECUTE DOCUMENTS

The Owner shall be under the obligation to sign and execute from time to time all plans & applications in respect of the said land and all other documents as may be necessary for giving proper effect to the present agreement. The Owner shall also be under obligation to execute a general power of attorney in favour of the Developer for the purposes mentioned in this agreement.



A handwritten signature in black ink, followed by a clear fingerprint impression.

A handwritten signature in black ink.

11. MAINTENANCE

The buildings in the project including the Units will be maintained by the Developer and/ or its nominees and a separate agreement shall be entered into with the Buyers including maintenance of the Owner's share for which the Owner undertake to sign the maintenance agreement with the Developer/ maintenance agency to be appointed by the Developer in the standard format of the Developer and pay the maintenance charges as charged by the Developer/ maintenance agency. In the event, the Owner transfer its area to any third party by way of sale, lease, rent or otherwise, the owner shall ensure that the Third Party/Transferee shall sign and execute the maintenance agreement and pay the maintenance and other charges regularly as may be decided from time to time for the complex.

12. FORCE MAJEURE

That the period for constructing the above project by the developer is fixed as 48 months from the signing of this agreement so as to enable the Developer to undertake the construction as contemplated under this agreement unless the project is delayed due to any force majeure like earthquake, flood, disasters, fire, act of God, strikes, riots, court orders, change in policy by the government which are beyond the control of the Developer.

13. ARBITRATION

That in case of any dispute arising or touching upon the agreement in question, same shall be referred for arbitration. The Arbitrator shall be appointed jointly by the Developer and the Owner whose award shall be final and binding. The cost of arbitration shall be shared equally by the both Developer and the Owner. The venue for arbitration shall be at Faridabad.

14 IRREVOCABLE:

That the present Agreement shall remain irrevocable, however, if either of the parties fails to undertake its obligations as provided under this Agreement, the Non-defaulting party shall have the right to issue cure notice of 15 (fifteen) days and if still the obligations are not undertaken, the Non-Defaulting party shall be entitled to seek specific performance of this Agreement.

15 DUE DILIGENCE

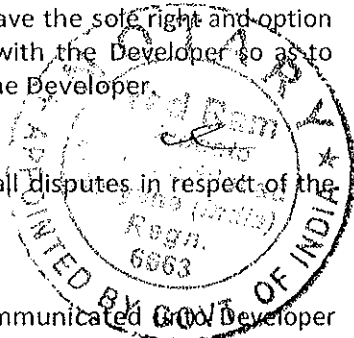
That the Developer shall have the right to undertake due diligence, issue public notices etc. in respect of the said lands and/or additional lands and/or further lands after the execution of this Agreement and in case the Developer is dissatisfied, the Developer shall call upon the owner to rectify any defect in the title failing which if possible, such defective lands will fall to the owner's share as if the same were to that extent divided and proportionate clear lands would fall to the share of the Developer and if same is not possible, the Developer will have the sole right and option to terminate these presents. The owner shall at all times cooperate with the Developer so as to enable the Developer to undertake due diligence to the satisfaction of the Developer.

16. JURISDICTION

The courts at Faridabad shall alone have the jurisdiction to entertain all disputes in respect of the matters concerned under this agreement.

17. NOTICE

That any notice, letter or communication to be made, served or communicated to the Developer under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed to the Developer at the address shown above or changed address as may be intimated by the Developer in this behalf and sent by registered post. Similarly, any notice, letter or communication to the Owner will be deemed to be made, served or communicated only if the same in writing is addressed and sent by registered post to the above-mentioned address of the Owner at or to the address or to any other such address so intimated by the Owner to the Developer for this purpose.



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Handwritten signature and a fingerprint impression.

18. MODIFICATION

No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.

19. SEVERABILITY

In any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

20. WAIVER

The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

21. The Owner shall provide all information and documents to the Developer indicating his clear title on the land in question, and shall sign all necessary documents if required by the Developer for obtaining permissions if any from the competent authorities.

22. This AGREEMENT has been signed in duplicate and both the parties shall retain one copy each.

23. That the parties shall cooperate with each other so as to ensure that proper effect is given to those presents.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date month and year first above written in the presence of witnesses.

For and on behalf of Owner

For and on behalf of Developer

(1) Urban Buildmart Pvt. Ltd.

for Conscient Infrastructure Pvt. Ltd.

(Authorized Signatory)

(Authorized Signatory)

(2) BCC Edutech Pvt. Ltd.

(Authorized Signatory)

WITNESS:

1. Amit Sharma  
Advocate  
*Amit*  
*Sharma*

2. Anu Sharma S/o Sh. N.C Sharma  
R/O - 3/8, Baryahi, Parsa, Old FBD.  
*Anu Sharma*

Drafted by

PHOTO COPY ATTESTED

Amit Sharma  
Advocate / FBD  
*Amit*  
*Sharma*

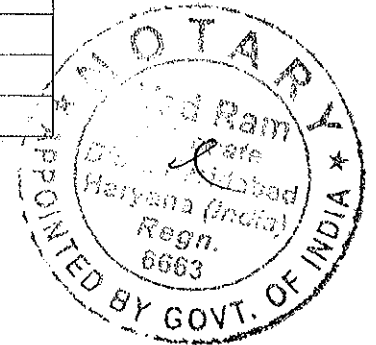
Notary Fardabad (Haryana)

5 JUL 2013

## ANNEXURE-A

DETAIL OF LAND OWNED BY M/S. BCC EDUTECH PVT. LTD. AT SECTOR-78, DISTRICT FARIDABAD, HARYANA					
Village	Rect. No.	Killa No.	TOTAL AREA		Area in Acre
			Kanal	Marla	
Faridpur	15	14	8	0	1.000
		15	8	0	1.000
		16	7	18	0.988
		17/1/2	1	0	0.125
		24/2	0	3	0.019
		25	7	10	0.938
		27/2	0	2	0.013
		27/1	0	7	0.044
	18	5	8	0	1.000
		6/2/1	5	4	0.650
		7/1/1	0	10	0.063
		15/2/1/1	0	16	0.100
	<b>TOTAL</b>		<b>44</b>	<b>70</b>	<b>5.938</b>

DETAIL OF LAND OWNED BY M/S. URBAN BUILDMART PVT. LTD. AT SECTOR-78, DISTRICT FARIDABAD, HARYANA					
Village	Rect. No.	Killa No.	TOTAL AREA		Area in Acre
			Kanal	Marla	
Faridpur	15	17/1/1	1	0	0.125
		24/1	7	17	0.981
		27/1	0	3	0.019
	18	6/1	2	13	0.331
	<b>Total</b>		<b>10</b>	<b>33</b>	<b>1.456</b>



*Signature*

5 JUL 2013

PHOTO COPY ATTESTED

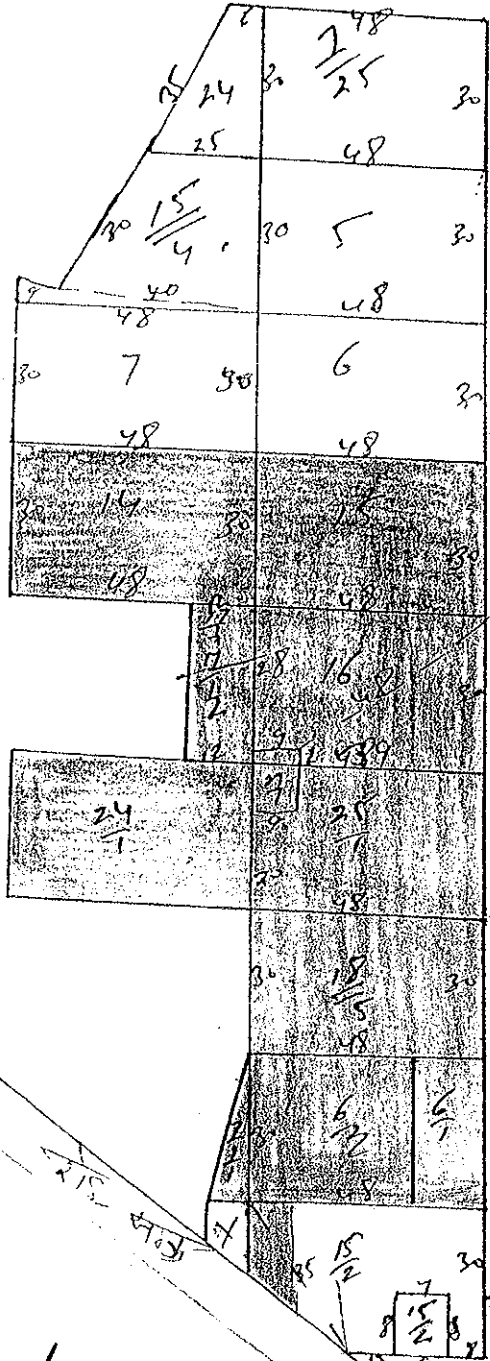
W  
Notary Faridabad (Haryana)



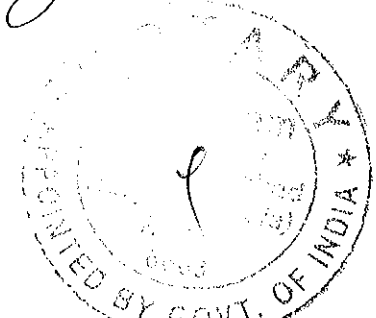
उत्तर दिशा में 1/4 मीटर तल्लियां व दिशा में 1/4 मीटर 8000 मी 9  
 साल 1953-54. तल्लियां तल्लियां साल

512

ANNEXURE - B



99



— AREA 7.347 Acres.

PHOTO COPY ATTESTED

Notary Public (Haryana)

[ 5 JUL 2013

श्री राज जी  
 तल्लियां की तल्लियां है कि तल्लियां  
 मुताबिक अंशों की है उनका  
 हस्तजावला वसूल हुई

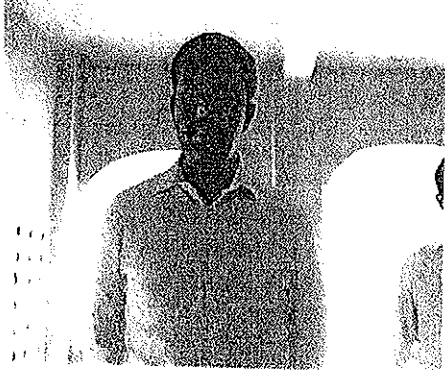
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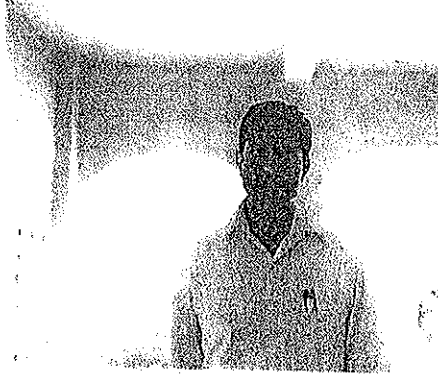
Reg. No. 1898 Reg. Year 2013-2014 Book No. 1



पेशकर्ता

पेशकर्ता

M/s Urban Buildmart Pvt. Ltd. etc.



दावेदार

दावेदार

M/s Conscient Infrastructure pvt. Ltd.

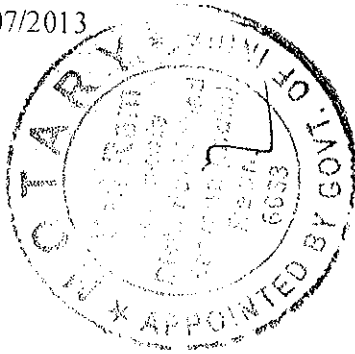
गवाह 1:- amit sharma

गवाह 2:- anuj sharma

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,898 आज दिनांक 05/07/2013 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 17 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2 के पृष्ठ सख्या 88 से 90 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 05/07/2013



उप/सयुक्त पंजीयन अधिकारी  
Tigaon

14/4



हरियाणा HARYANA

M 118913

**SPECIAL POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, M/s. Urban Buildmart Pvt. Ltd. having its registered office at K-1, Green Park Main, New Delhi acting through its authorized signatory Mr. Krishan duly authorized vide board resolution dated 03.07.2013, (2) M/s. BCC Edutech Pvt. Ltd. having its registered office at K-1, Green Park Main, New Delhi acting through its authorized signatory Mr. Krishan duly authorized vide board resolution dated 03.07.2013 (hereinafter jointly referred to as the "Executant" which expression shall unless repugnant to the context shall mean and include their successors, representatives, nominees, assigns and all those claiming through it.)

Whereas the Executant had represented that it is the absolute and exclusive owner and in lawful possession of land and the complete land schedule are enclosed as Annexure-A (hereinafter referred as the said lands) situated at Village Faridpur, Sector-78, Faridabad, Haryana and are duly recorded owner in the revenue records indicating clear title in its favor.

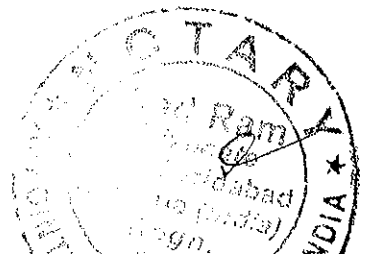
AND WHEREAS the Executant had further represented that the said land is freehold and is free from all kind of loan, mortgage, gifts, tenancies, encumbrances, charges and lien and there is no litigation in respect of the title of the said land or otherwise in any portion of the said land.

AND WHEREAS the Executant had further represented that the above said land is free from acquisition proceedings and has handed over possession to M/s Conscient Infrastructure Pvt. Ltd. or its Nominee.

AND WHEREAS, the Executants has executed an Collaboration Agreement dated 3<sup>rd</sup> July, 2013 ("hereinafter referred to as the "said Collaboration Agreement") with M/s. Conscient Infrastructure Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at K-1, Green Mark Main, New Delhi – 110 016 for development of Low Cost Housing/G.H./I.T.Park/ Commercial/School project on the aforesaid land along with adjoining lands. ...

*[Handwritten signature]*  


*[Handwritten signature]*



Reg. No. 7958  
14  
4-7-13

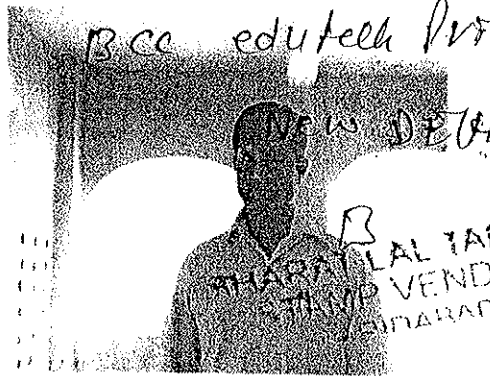
Reg. Year  
2013-2014

Book No.  
4

Urban build mart Pvt Ltd



पेशकर्ता



प्राधिकृत



गवाह

पेशकर्ता

M/s Urban Duildmart Pvt. ltd. etc.



प्राधिकृत

M/s Conscient infrastructure pvt. ltd.

गवाह 1:- amit sharma

गवाह 2:- anuj sharma

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14 आज दिनांक 05/07/2013 को बही न: 4 जिल्द न: 0 के पृष्ठ न: 4 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 0 के पृष्ठ सख्या 40 से 42 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 05/07/2013

उप/सर्वेक्षक पंजीयन अधिकारी  
Tigaon



To obtain the permits and quotas of the building materials, to appoint any employees, executives and engage any contractors, architects, labour contractors, workmen, electricians, plumbers, engineers and any other person(s) for completion of the construction, additions, alterations, to sign any contracts, appointment letters, representations, furnish any indemnities, guarantees, to deposit securities and obtain discharge thereof including making applications and obtaining any Forms, sewerage connections, Completion Certificate and to pay any compounding fee, composition fee, regularisation fee, betterment charges on such terms and conditions as my attorney shall lawfully deem fit and proper.

To get the water, electric, gas, power, sewer, telephone connections/meters installed or changed including enhancement of load to the said land / said Proposed Low Cost Housing/G.H./I.T.Park/Commercial/School project Complex to be constructed on the project land including but not limited said land and for the purpose to sign and submit any applications, affidavits, undertakings, declarations, indemnity bonds etc., to deposit any securities, obtain discharge, file papers/ documents and withdraw the same from/before appropriate authorities and to make representations before the concerned officers/authorities.

To get the said land assessed for House Tax, to pay the house tax and to get the refund thereof, if paid in excess.

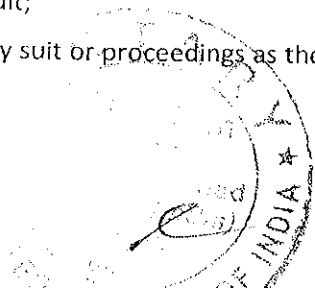
To pay all moneys and charges payable in respect of the said land, to pay all municipal and local taxes, rates, charges, expenses and other outgoings whatsoever payable for and on account of the said Proposed Low Cost Housing/G.H./I.T.Park/Commercial/School project Complex on the project land including but not limited said land.

To file affidavit, declaration form on my behalf;

To defend any and all suits, petitions, applications and/or proceedings whatsoever arising out of or in connection with the said Proposed Low Cost Housing/G.H./I.T.Park/ Commercial/School project Complex to be constructed on the project land including but not limited said land and/or for the purposes thereof to exercise all powers as my said attorney may deem fit and proper, to sign, file and/or execute any and all papers, deeds, applications, documents, suits, defences, written statements, replies, applications, petitions, returns, revisions, appeals, declarations, affidavits and other things whatsoever as may be required.

In the event of suit, application, petition, return or other proceeding or enquiry whether judicial or quasi-judicial or departmental and whether before any court, tribunal, authority, department, or body, having to be filed or defended in respect of the said land or any part thereof: -

- a. To engage or appoint a legal practitioner(s) to conduct the same and to sign power(s) attorney/vakalatnama in this behalf;
- b. To sign, verify and file any suits, plaint, complaints, written statements, petition, application, affidavit etc. in proper courts of law and offices and to proceed in all the proceedings filed in my name and on my behalf;
- c. To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;
- d. To produce or summon or receive back any documentary evidence;
- e. To make and present to the court, tribunal, authority department or body any application in connection therewith;
- f. To take and file compromise or to refer such suit or claim to arbitration.
- g. To deposit and withdraw any money(s) in connection with such suit;
- h. To file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application;



- i. To receive any money due to me in or under such decree or order and to certify payment to the court or authority;
- j. To apply for inspection and inspect documents and records of any court;
- k. To obtain copies of documents and papers; and
- l. To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as my said attorneys may deem fit in connection with any such application or appeal.

To compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decretal amount, to issue receipt, to take every step necessary for the same.

To appoint further attorney and to cancel or revoke the powers conferred upon such attorney.

And to do all other acts, deeds, matters and things whatsoever as my said attorneys shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of the Project or the affairs relative thereto, even if they are not covered by the above clauses.

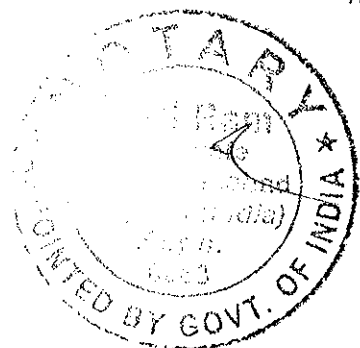
This Special power of Attorney is irrevocable and shall deemed to be issued against consideration.

This Special Power of Attorney shall be pursuant to the Collaboration Agreement dated 3<sup>rd</sup> July, 2013 and be limited to rights, entitlements and interest of the attorney in the Said land .

I, hereby declare that this Power of Attorney is given in favour of the said attorney jointly and severally and accordingly the said attorney shall be entitled to exercise independently of each other the powers conferred upon them.

I do hereby agree to confirm and ratify that all the lawful acts, deeds and things done by my said attorney shall be construed as acts, deeds and things done by me personally as if present.

IN WITNESS WHEREOF, I the above named Executant have signed this Special Power of Attorney at New Delhi on this the 3<sup>rd</sup> July, 2013 in the presence of the following witnesses:



**EXECUTANT**

for Urban Buildmart Pvt. Ltd.

*[Signature]*  
(Authorized Signatory)

for BCC Edutech Pvt. Ltd.

*[Signature]*  
(Authorized Signatory)

PHOTO COPY ATTESTED

**WITNESSES:**

1. Anil Sharma  
*Anil Barcode/FBD*  
*Anil*

Notary Faridabad (Haryana)  
*Dr. J. S. Singh*

2. Anu Sharma s/o Sh. N.C Sharma  
R/O. 3/8 Barahi Parra, Old FBD,  
*Anu Sharma*

*Anil Sharma*  
*Barcode*  
*Anil*  
*Anil*  
5 JUL 2013

- i. To receive any money due to me in or under such decree or order and to certify payment to the court or authority;
- j. To apply for inspection and inspect documents and records of any court;
- k. To obtain copies of documents and papers; and
- l. To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as my said attorneys may deem fit in connection with any such application or appeal.

To compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decretal amount, to issue receipt, to take every step necessary for the same.

To appoint further attorney and to cancel or revoke the powers conferred upon such attorney.

And to do all other acts, deeds, matters and things whatsoever as my said attorneys shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of the Project or the affairs relative thereto, even if they are not covered by the above clauses.

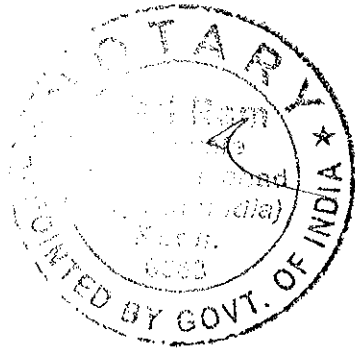
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**EXECUTANT**

for Urban Buildmart Pvt. Ltd.

(Authorized Signatory)

for BCC Edutech Pvt. Ltd.

(Authorized Signatory)

PHOTO COPY ATTESTED

**WITNESSES:**

1. Amit Sharma  
Amit Aravcode/FBD  
Adv.

2. Anu Sharma s/o Sh. N.C Sharma  
R/O. 3/8 Barahi Parra, Old FBD  
Anu Sharma

Notary Faridabad (Haryana)  
Dr. J. S. Dhillon

Amit Sharma  
Aravcode  
Adv.

5 JUL 2013

प्रलेख नः 14

दिनांक 05/07/2013

डीड संबंधी विवरण

डीड का नाम SPA  
तहसील/सब-तहसील Tigaon  
गांव/शहर नहरपार

धन संबंधी विवरण

स्टाम्प ड्यूटी की राशि 100.00 रुपये

रजिस्ट्रेशन फीस की राशि 100.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

Drafted By: amit sharma adv.

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 05/07/2013 दिन शुक्रवार समय 1:05:00PM बजे श्री/श्रीमती/कुमारी M/s Urban Duildmart Pvt. मुद्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी do निवासी fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Urban Duildmart Pvt. Ltd. etc.

उप/सयुक्त पंजीयन अधिकारी  
Tigaon

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Conscient infrastructure pvt. ltd. प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी amit sharma पुत्र/पुत्री/पत्नी श्री adv.

निवासी fbd व श्री/श्रीमती/कुमारी anuj sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी N C Sharma निवासी fbd ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 05/07/2013

उप/सयुक्त पंजीयन अधिकारी

Tigaon

Amit  
adv.

Amit  
Sharma