ONE HEIGHT COLONIZERS PVT. LTD.

8-D, HANSALYA, 15, BARAKHAMBA ROAD, NEW DELHI-110001.

COPY OF BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS HELD ON 13TH JANUARY, 2012 AT 10.15 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 8-D, HANSALYA, 15, BARAKHAMBA ROAD, NEW DELHI-110001

"RESOLVED that Mr. Ranbir, Project Supervisor be and is hereby authorized to enter into Collaboration Agreement with ONE POINT REALTY PRIVATE LIMTED with regard to develop the 16 acre 15 Marla land of the company bearing Khasra No 7080,7081,7082,7083,7084,7085,15279/6678,6679,18048/7066/1,7060,7062,16145/7037, 7038.7039,16846/16142/7046,7047,7048,17221/7056,7057,7061,13280/7063,13281/7063 .13282/7063,13283/7064,13284/7064,13285/7065,17223/13286/7065,17224/13286/7065, 18049/7066/2.7067,7080.7077,7078,7079,7068,7069min,7070,7071 min,8579/7072 situated at Sector – 37, Gohana Road, Rohtak on the same terms and conditions which were mentioned in original collaboration agreement dated 26-10-2006 to construct various types of Group Housing/ Residential / Commercial on behalf of the company.

RESOLVED FURTHER that he is further authorized to get the collaboration agreement registered with Revenue Authority, Rohtak, Haryana.

FURTHER RESOLVED that he is further authorized to do such acts, matters and things as may the necessary, proper and expedient for execution of Collaboration Agreement."

BOARD OF DIRECTORS



हरियाणा HARYANA

A 471921

COLLABORATION AGREEMENT Stamp Rs. So No. 18735 Stamp Vender Harshamand Roltak



THIS AGREEMENT OF COLLABORATION is made and executed at ROHTAK on this 14th day of JANUARY, 2012, between ONE HEIGHT COLONIZERS PVT. LTD, Regd. Office at 8-9, Hansalya, 15, Barakhamba Road, New Delhi-110001 through its authorized signatory Sh. Ranbir S/o Sh. Jay Singh, duly authorized vide Board of Resolution dt. 13,01.2012 (Hereinafter called THE OWNER OR FIRST PARTY) which expression shall, unless repugnant or opposed to the context hereof includes his respective heirs, legal representatives, administrators, executors and assigns of FIRST PART.

AND

ON POINT REALTY PVT LTD having its Regd. Office at 8-D, Hansalya, 15, Barakhamba Road, New Delhi-110001 through its authorized signatory Sh. Gaurav Goyal S/o Sh. Rakesh Goyal, duly authorized vide Board of Resolution dt. 13.01.2012

2 C/02 2 Director, Charles Sign

FOR ONE POINT REALTY P

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प्रलेख तः 10731		दिनॉक 20/01/2012
डीड का नाम AGREEMENT	डीड सबंधी विवरण	H-AMIND STAMINI -DOR ROHIAK
तहसील⁄सब-तहसील रोहतक	गांव/शहर रोहतक	ROHTAK
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राशि 0.00 रुपये रजिस्द्रेशन फीस की राशि 0.00 रुपये		स्टाम्प डयूटी की राशि 50.00 रुपये पेस्टिंग शुल्क 3.00 रुपये

Drafted By: राजबीर

12/1/12

यह प्रलेख आज दिनॉंक 20/01/2012 दिन शुकवार अमंच बजे श्री/श्रोमती/कुमारी One Height Col P पुत्रे **युत्रोल्यस्ति रण्ड्रीर औभति** किमारी जय सिंह निवासी बारह खम्मा रोट नई दिल्ली द्वारा पॅंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता





उपरोकत प्रथम पक्ष व श्री/श्रीमती/कुमारी One Point PL वर्जारये द्वारा गौरव गोयल द्वितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोना चक्षी केमज्जुनकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि डितीय पक्ष ने मेरे समक्ष प्रथम पक्ष को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी जयबीरनम्बरःः पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी गंहनक व श्री/श्रीमती/कुमारी नरेन्द्र सिंहं पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रामपत निवासी रोहतक ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

दिनॉंक 20/01/2012

opposed to the context hereof includes its nominees, successors in interest, liquidators and permitted assigns) of the SECOND PART.

WHEREAS both the party of FIRST PART and party of SECOND PART had entered into collaboration agreement on 26-10-2006 on the terms and conditions as appearing hereinafter. Now for the purpose of registering collaboration agreement with Revenue Authority, Rohtak, Haryana, both the parties have again entered into this collaboration agreement on same terms and conditions as appearing in collaboration agreement dated 26-10-2006 effective from 26.10.2006.

WHEREAS the FIRST PARTY is the lawful owner in possession and otherwise well and sufficiently entitled to all that piece and parcel of agricultural land total measuring area 25 Bighas 15 Bishwa (16 Acres 00 Kanal 15 Marla) situated within the revenue estate of village Rohtak, Tehsil & Distt. Rohtak, Haryana (as per Schedule of Land) hereinafter referred to as the "said land".

AND WHEREAS the developer contemplate to develop the said land for constructing Group Housing / Residential / residential / commercial colony thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/ approved from the competent authority.

AND WHEREAS the owner is not fully equipped to execute and complete the work of development of proposed residential colony and has requested the developer who is engaged in the development and construction of various type of Group Housing / Residential / Commercial, is well reputed and experienced in the line of business and is confident, know the procedure, having a team of experienced person to obtain permission for Change of Land Use/ Obtain license etc. to Collaborate with them in the execution and completion of the development work on the said land.

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For ONE POINT REALTY (P) -

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AND WHEREAS the developer has agreed to undertake the execution and completion of said development work on the said land on the term and conditions hereinafter appearing.

NOW THIS AGREEMENT WITHNESSETH AND PARTIES HEREBY AGREE AS UNDER:-

- That the subject matter of this deed of collaboration between the owner and the developer is the said agricultural land total measuring area 25 Bighas 15 Bishwa (16 Acres 00 Kanal 15 Marla) situated within the revenue estate of village Rohtak, Tehsil & Distt. Rohtak, Haryana (as per Schedule of Land) hereabout for utilizing the same for construction for development of a Group Housing / Residential / commercial colony.
- That the owner assures and declare that he is the absolute owner of the said land and is entitled to develop the said along with adjacent land in Collaboration with the developer.
- 3. That the owner has declared and represented to the developer that there are no religious or family disputes or any other encumbrance of any kind whatsoever relating to the said land and the said property is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claims and litigations, agreement to sell and that the owner shall keep the title of the said land absolutely free and saleable till the duration and performance by discharging obligation of this agreement in all respects and the developer has entered into this agreement relying / acting upon these declaration and representations / undertaking of the owner.
- 4. That in case the said property or any part thereof comprised in and subject matter of this agreement declared to be belonging to the owner, is lost o account of any defect in the owner's title or any litigation started by any one claiming through the owner or any one claiming title paramount to the owner on account of any cause or causes whatsoever including relating to any Por Orie Height Golowizers (P) 1.11

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FOR ONE POINT REALTY (P) LTD

Director/Auth. Sign

La signatory

outstanding (s), claim(s) taxes (s) etc. on the own for the damages, losses, costs and expenses sustain The owner expressly agree to keep the develope against all claims and demands for damages, losse the developer may sustain or incur by rease whatsoever.

- 5. That the owner covenant with the developer that co-operation and supply provide all documentary to be submitted to the Director Town and Counta Urban Development Authority and / or such othe the matter and further that the owner shall sign documents, letters etc. as may be necessary completion of the said residential colony and for this agreement.
- 6. That owner shall render to the developer all assi applications, representations, petitions, indemni such other documents including power of attorn require in its name or in the name of its nomin purposes of getting the land released from ac obtain necessary sanctions, permission and app said authorities in connection with the obtainin plans and or to carry out any modification or obtaining controlled material, if any, for providir, and in general for fully effecting the terms and and also empowering such attorney(s) to sel developer's share. The developer shall be entitle per the requirement of law and status as the

ror Une Pheight Colonizers (P) Lie 2019(2) Director/Auth, Sign the owner shall be liable

costs and expenses which of any cause or causes

will extended constructive dence as may be required lanning Haryana, Haryana authority concerned with ad execute all such other at the development, and ing effect to the terms of

nce necessary and sign all , affidavits, plans and all s) as the developer may from time to time for the asition to enable them to cals from all or any of the ne licenses and sanctioned mendment therefore for clectric installations, water additions of this agreement the developed area of the co obtain all licenses etc. as case may be for all / any



- 7. That owner in addition to , shall assist the developers to defend and otherwise respond to any proceeding that may be initiated be any person in regard to the said portion of the said land which may be instituted at any time hereafter before any court or other authority and all costs in regard thereto shall be borne by the owner.
- 8. That owner handed over the actual, peaceful, vacant physical possession of the said land to the developer for its developer for its development agreed to be developed after receiving the LOI/ License and to enable the developer to discharge its part of obligations.
- 9. That the developer undertake to develop the solid land at its own cost and expenses and with its own resources after procuring / obtaining the requisite licenses, permissions, sanctions and approvals conditions herein authorities. The owner agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the developers, the said land and to irrecoverably vest in the developer all the powers of owner as also all the authority of the owner as may be necessary in the discretion of the developer for obtaining the requisite licenses, permission, sanction and approval for development, construction and completion of the proposed residential colony on the said land. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the developer.
- 10. That the developer shall proceed to have suitable design, model and / or plans prepared for the proposed Group Housing / Residential / Commercial colony and get them approved/ sanctioned from the competent authorities. For this purpose the developer undertake to engage and employ reputable architect at its own cost, expenses. The developer shall apply to the Director, Town & Country Planning Haryana, Haryana Urban Development Authority and / or such other authorities as may be concerned in the matter for getting the above mentioned land released, obtaining the requisite licenses, permissions, Por Che Helph Colonizers (P) Lec

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sanctions and approvals for the construction on the said land, the proposed residential colony, in accordance with the applicable Zonal plans. However, the developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the developer desirable or necessary.

- 11. That the entire amount required for the development including the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, internal / external development charges. Electricity and water security charges, any type of renewal charges payable now or in future to the Government for any other authority for provision if required mandatory of peripheral or external service of the said land, fire fighting equipment/ arrangements, as may be prescribed by the concerned authority, shall be wholly to the responsibility of the developer. The developer shall complete the development work within period of five years from the date of sanction of building plans from the Government of Haryana subject to force majeure circumstances.
- 12. That the part consideration paid by the developer to the owner in respect of the rights conveyed in favour of the developer shall be subject to adjustment or remaining consideration. If owner wants to sell its part of area then the first option to buy would be with developer. EDC if received by owner by sale of its area, the same has to be returned to the developer on the same day.
- 13. In consideration of the owner providing the land and developer developing a Group Housing/ Residential / Commercial Colony on the said land, the parties have agreed to divide the plotted area among themselves in the following ratio:-

DEVELOPER SHARE 40 %

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60 %

FOR ONE POINT REALTER AT 1 - 14

The license would be got from the Haryana Government within three years of 14. signing this agreement and / or extended period if mutually agreed months thereof as mutually agreed between the parties. Development will be completed within five years from the date of sanctions of plans or such extended period as may be mutually agreed between the parties exception as a result of earthquake, lightening or any order or notification or any action by Government or any Statutory Authority or Courts order which prevents the progress of the development or by reason or war or enemy action or act of God or for any reason beyond the control of the developers, in such case the developer shall be entitled to a reasonable of time for completing the said development and shall apply for necessary certificate/ completion certificate from the concerned authorities. Since considerable expenditure, efforts and expertise are involved in getting the land use changed, obtaining the license for the proposed residential colony it is the condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the residential colony, the owner/ or his nominee or his legal heirs will not cancel of back out from this agreement under any circumstances. The Possession of owner's share in the proposed Residential Project would be delivered to the owner within the specified period of five years.

After receiving LOI or releasing the land from the notification under the land acquisition Act shall execute the transfer deed in favour of the developer immediately from the expenses to be borne by the developers. In case land could not be released or permission is not granted in that eventuality the developer shall returned back the possession of the land to the owner by setting the consideration mutually.

15. The owner shall not interfere with or obstruct in any manner with the execution and completion of the development work for booking and sale of developer's share. However if any defect is pointed out in the development
For ONE POINT REALTY (r) - --

Director, Multi Uigla

dana Signatory

while the works in the progress by the owner, the same will be removed and rectified by the developer.

- 16. That the owner shall not neither disturbed nor caused, any interference in the physical possession upon the land of developer till the completion of the development work.
- 17. The owner shall execute power of Attorney in favour of the developer and / or its agents, nominees of the developer to enable the developer to obtain necessary sanctions, permission, approvals, connections, raw materials etc. and also to enable the developer to discharge its part of obligation under this Collaboration Agreement and getting the land released from acquisition.
- 18. The owner and the developer shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department in respect of the Group Housing / Residential, Commercial colony sought to be developed, which have been duly seen and examined by developer.
- 19. This agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No charges modifications or alterations to this agreement shall be done without consent of the parties hereto.
- 20. In pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained this agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
- 21. That this agreement is not and shall not, however be deemed to be construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically

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recorded herein. For Une Height Colonizers (F) (4) 2010212

FOR ONE POINT REALTY (P) LIL V. aug

Director/Auda - ----

Authorised Signatory

- It is integral and essential term of this agreement that the said residential 22. colony shall be named as decided by the develope. without any objection whatsoever from the owner.
- Both the parties have represented to each other that they are duly authorized 23. and competent to enter into this agreement and this agreement has been duly entered into between them of their free will, the developer has been duly authorized by the Board of Directors of the company to enter into the present agreement.
- All costs of stamping engrossing and registration of this agreement shall be 24. borne by the developer

Rajvir Document writer

Tehsil office Rohtak

P

Reg No. 60 De Height (planzers (P) LR 20 10 12 Director, Auth. Sign OWNER

FOR ONE POINT REALTY (POINT

sthorised Signatory

DEVELOPER

In witness whereof both the parties joined their hand together on this 14th day of JANUARY, 2012 in presence of the following witnesses

-1705 Frig 8) TING 0 P - 4 " GIV WITNESSES 1. NO FINOS ONTE LIENS

2. ETA & EDIFA 20 Sec. 32 JUETRI 25 ElENAL



प्रमाणित किया जाता है कि यह प्रलेख कमांक 10,731 आज दिनॉंक 20/01/2012 को बही न: 1 जिल्द न: 13 के पृष्ठ न: 167 पर पॅंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 221 के पृष्ठ सख्या 89 से 90 पर चिपकाई गयी। यह भी प्रमाणि: किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 20/01/2012



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