



हरियाणा HARYANA

1374

M 483632

SUPPLEMENTARY COLLABORATION AGREEMENT / DEVELOPMENT AGREEMENT

This Supplementary Collaboration Agreement / Development Agreement ("hereinafter referred to as the "Agreement") is made at Solind on this 19th day of June, 2013 ("hereinafter referred to as the Effective Date")

BY AND BETWEEN

M/s Four Construction Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Achhey Lal, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 1" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the FIRST PART.

AND

M/s Sartaj Developers and Promoters Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 28th day of September, 2010 (hereinafter referred to as the "Company No 2" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the SECOND PART.



MR FOUR CONSTRUCTION PVT LTD

FOR SARTAJ DEVELOPERS & PROMOTERS PVT. LTD

RAM NIWAS MAHJAN, ADVOCATE
FOR EXCELLENCE NOTARY SOLIND, (H.R.) INDIA

Achhey Lal
AUTHORISED SIGNATORY

Omi Chand Rajput
AUTHORISED SIGNATORY

For EXCELLENCE NOTARY SOLIND, (H.R.) INDIA
AUTHORISED SIGNATORY

NORTH SOUTH PROPERTIES PVT. LTD.

FOR ROSE REALTY PVT LTD

For ANANT RAJ INDUSTRIES LTD.

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

81856

Aman + Mj

प्रलेख न: 1334

STAMP VERIFIED 19/06/2013

डोड संबंधी विवरण		19 MAR 2013
डोड का नाम AGREEMENT	JUDICIAL COMPLEX GURDAON PARYADA S.V.-08/2011	
तहसील/मज-तहसील सोहना	गांव/शहर Uallawas	
घर का विवरण		
भूमि का विवरण		
घर 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	फेस्टिंग शुल्क 2.00 रुपये

Drafted By: Self

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 19/06/2013 दिन बुधवार समय 1:51:00PM बजे श्री/श्रीमती/कुमारी M/s Four

Construction Pvt Ltd thru Achhey Lal निवासी H 65 Cannaught Circus NEW Delhi-110001 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Maneesh Gupta

Chand

Achhey Lal

ब्रह्म प्रकाश
उप/संयुक्त पंजीयन अधिकारी
सोहना

M/s Four Construction Pvt Ltd thru Achhey Lal(OTHER), M/s Sartaj Developers and Promoters Ltd thru Omi Chand Rajput(OTHER), M/s Excellent Inframart Pvt Ltd thru Omi Chand Rajput(OTHER), M/s North South Properties Pvt Ltd thru Omi Chand Rajput(OTHER), M/s Rose Reality Pvt Ltd thru Omi Chand Rajput(OTHER), M/s Sovereign Buildwell Pvt Ltd thru Maneesh Gupta(OTHER)

उपरोक्त पंजीकर्ता श्री/श्रीमती/कुमारी Thru-Aman Sarin दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने भरे समस्त पंजीकर्ता 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 Naresh Kr Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Mandawar
श्री/श्रीमती/कुमारी Akhil Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी S S Kulshreshtha निवासी Hno 500 Sec 31 GGN ने की।
साक्षी न: 1 को हम नम्बरदार/अभिप्रेतकर्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 19/06/2013



ब्रह्म प्रकाश
उप/संयुक्त पंजीयन अधिकारी
सोहना

AND

M/s Excellent Inframart Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 3" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the THIRD PART.

AND

M/s North South Properties Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 4" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the FOURTH PART.

AND

M/s Rose Reality Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 5" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the FIFTH PART.

AND

M/s Sovereign Buildwell Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Maneesh Gupta, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 14th day of June, 2013 (hereinafter referred to as the "Company No 6" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the SIXTH PART.

The Company No. 1 to No.6 shall hereinafter collectively be referred to as the "Owners" and individually referred to as the "Party"

FOR FOUR CONSTRUCTION PVT LTD

[Signature]

AUTHORISED SIGNATORY

FOR SARTAJ DEVELOPERS & PROMOTERS PVT. LTD

[Signature]

AUTHORISED SIGNATORY

FOR EXCELLENT INFRAMART PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

FOR NORTH SOUTH PROPERTIES PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

FOR ROSE REALTY PVT. LTD

[Signature]

AUTHORISED SIGNATORY

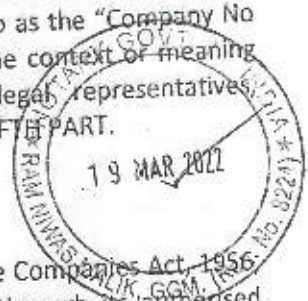
For ANANT RAY INDUSTRIES LTD.

[Signature]
Authorised Signatory

FOR SOVEREIGN BUILDWELL PVT. LTD.

Maneesh Gupta

AUTHORISED SIGNATORY



Reg. No.

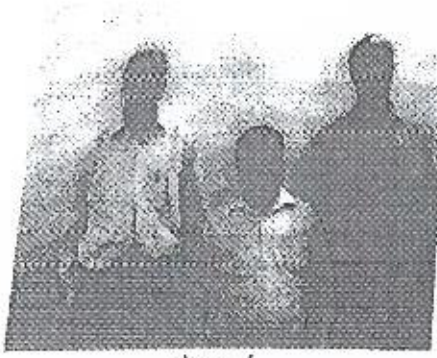
1,334

Reg. Year

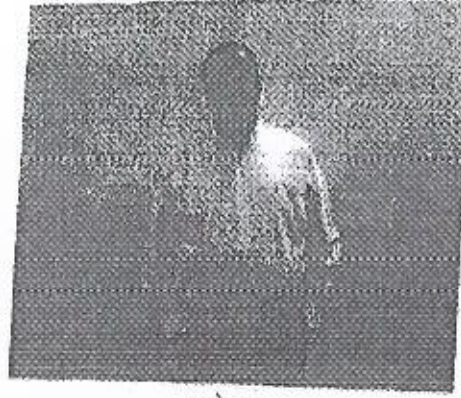
2013-2014

Book No.

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पेशकर्ता

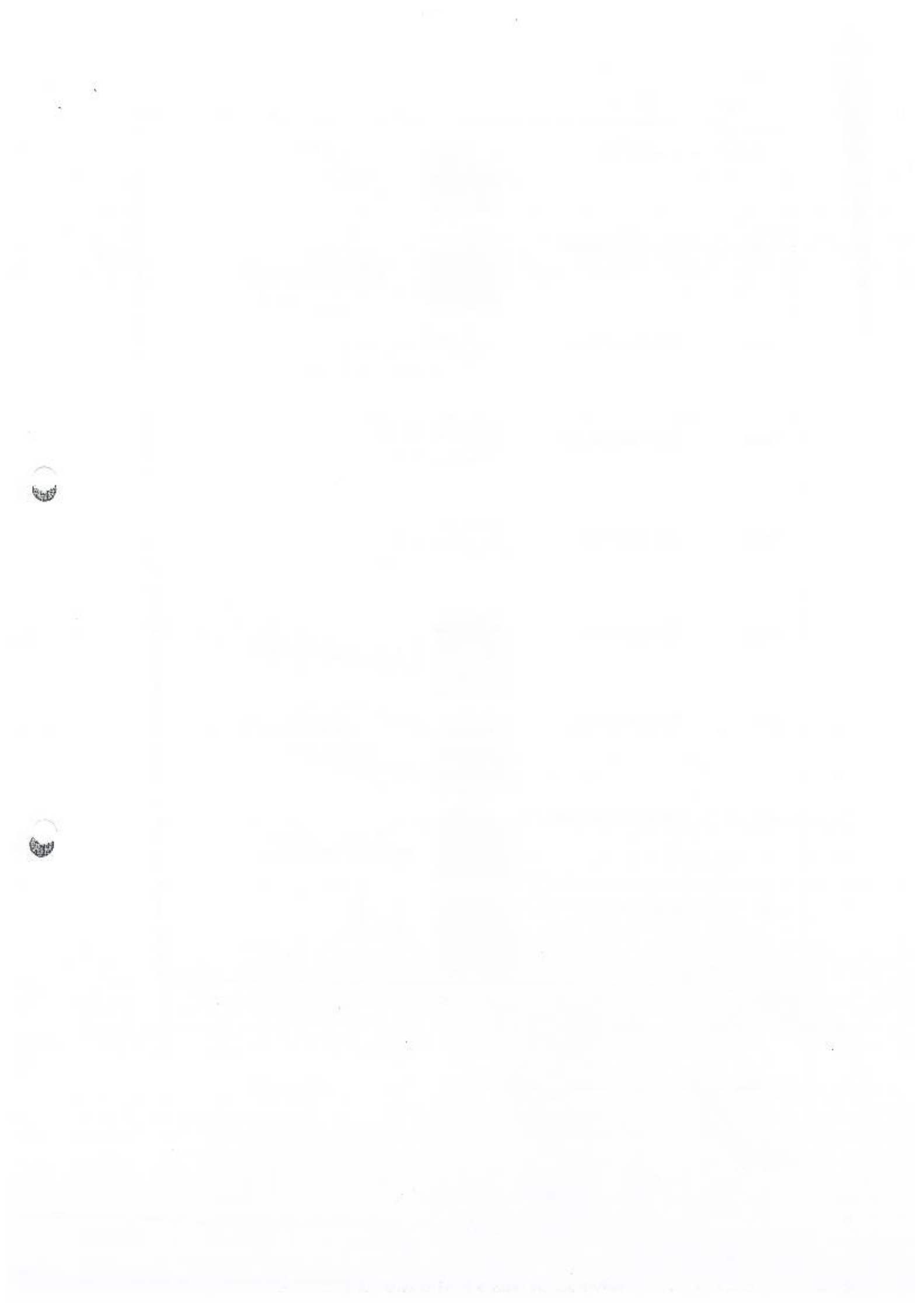


दावेदार



गवाह





Reg. No.

Reg. Year

Book No.

1334

2013-2014

1

पेशकर्ता	Achhey Lal		<i>Achhey Lal</i>
पेशकर्ता	Omi Chand Rajput		<i>Omi Chand</i>
पेशकर्ता	Omi Chand Rajput		<i>Omi Chand</i>
पेशकर्ता	Omi Chand Rajput		<i>Omi Chand</i>
पेशकर्ता	Omi Chand Rajput		<i>Omi Chand</i>
पेशकर्ता	Maneesh Gupta		<i>Maneesh Gupta</i>
दावेदार	Thru-Aman Sarin		<i>Aman Sarin</i>
गवाह	Naresh Kr Lamberdar		<i>Naresh Kr</i>
गवाह	Akhil Kumar		<i>Akhil</i>



Rs

AND

M/s Anant Raj Industries Limited, a company registered under the provisions of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Aman Sarin, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 19th day of August, 2010 (hereinafter referred to as the "Developer", which mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the SEVENTH PART.

The owners and the developer shall hereinafter collectively be referred to as the "Parties" and individually referred to as the "Party".

Whereas:

- 1) Both the parties i.e., the owners & the developer have already entered into collaboration / development agreement dated 01.10.2010.
- 2) Based on which the Director General, Town & Country Planning (DGTCP) granted an LOI for grant of licence for setting up of a Residential Group Housing Colony on the land measuring 26.075 acres in the revenue estate of Village Ullawas, Sector 63A, of GMUC, District Gurgaon.
- 3) As per the said LOI condition no. 6, sub clause-v, both the parties agree & declare that :-

- i) The developer company i.e., Anantraj Industries Limited shall be responsible for compliance of all terms and conditions of licence / provisions of the Act of 1975 and Rules 1976 till the grant of Final Completion Certificate to the colony or reliving of the responsibility by the Director General, Town & Country Planning, Haryana whichever is earlier.
- ii) The said agreement shall be irrevocable and no modification / alteration etc in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of the Director General, Town & Country Planning, Haryana.

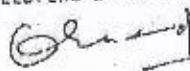
- 4) It is also declared that both the parties shall remain bound to the condition mentioned in the earlier submitted Collaboration / Development Agreement.

FOR FOUR CONSTRUCTION PVT LTD



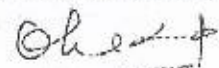
AUTHORISED SIGNATORY

FOR SARTAJ DEVELOPERS & PROMOTERS PVT. LTD



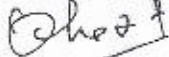
AUTHORISED SIGNATORY

FOR EXCELLENT INFRAMART PVT. LTD.



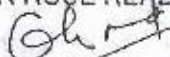
AUTHORISED SIGNATORY

FOR NORTH SOUTH PROPERTIES PVT. LTD.



AUTHORISED SIGNATORY

FOR ROSE REALTY PVT LTD



AUTHORISED SIGNATORY

For ANANT RAJ INDUSTRIES LTD.



AUTHORISED SIGNATORY



Reg. No.

Reg. Year

Book No.

1,334

2013-2014

1

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,334 आज दिनांक 19/06/2013 को खही न: 1 तिल्ल न: 2,077 के पृष्ठ न: 135 पर पंजीकृत किया गया तथा इसकी एक प्रति अभिलिखित नहीं सादर। तिल्ल न: 525 के पृष्ठ सख्या 89 से 90 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि हम दस्तावेज के प्रस्तुतकर्ता श्री गवाही ने अपने हस्ताक्षर/निशान अंगुठा धरे मागने किये है।

दिनांक 19/06/2013

उपस्थित प्रमाणित
सब प्रमाणित
सोदना



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

PARTIES:

FOR ROSE REALTY PVT LTD

[Signature]

AUTHORISED SIGNATORY

For M/s. Rose Realities Pvt Ltd

FOR FOUR CONSTRUCTION PVT LTD

[Signature]

AUTHORISED SIGNATORY

For M/s. Four Construction Pvt Ltd

FOR SARTAJ DEVELOPERS & PROMOTERS PVT. LTD

[Signature]

AUTHORISED SIGNATORY

For M/s. Sartaj Developers and Promoters Ltd.

FOR EXCELLENT INFRAMART PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

For M/s. s Excellent Inframart Pvt Ltd

FOR NORTH SOUTH PROPERTIES PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

For M/s. North South Properties Pvt Ltd

FOR SOVEREIGN BUILDWELL PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

For M/s. Sovereign Buildwell Pvt Ltd

For ANANT RAJ INDUSTRIES LTD.

For M/s. Anant Raj Industries Limited

WITNESSES

[Signature]

[Signature]

[Signature]

AKHIL KUMAR

S/o Sh. S.S. Kulshrestha

H.No.-500, Sec 31

Gurgaon







दिल्ली DELHI

K 022678

COLLABORATION AGREEMENT / DEVELOPMENT AGREEMENT

This Collaboration Agreement / Development Agreement ("hereinafter referred to as the "Agreement") is made at New Delhi on this day of 1st day of October, 2010 ("hereinafter referred to as the "Effective Date")

BY AND BETWEEN

M/s Four Construction Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Achhey Lal, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 1" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the FIRST PART.

AND

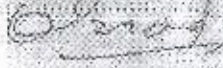
M/s Sartaj Developers and Promoters Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 28th day of September, 2010 (hereinafter referred to as the "Company No 2" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the SECOND PART.

For Sartaj Developers & Promoters Pvt. Ltd.

For EXCELLENT INFRASTRUCTURE PVT. LTD.

For Sarvagya Infrastructure Pvt. Ltd.

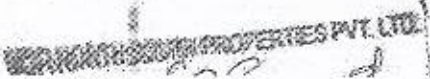

Authorized Signatory


AUTH. SIGNATORY


Authorized Signatory

Four Construction Private Limited.

For Anant Raj Industries Ltd.


For Anant Raj Industries Ltd.

AND

M/s Excellent Inframart Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 3" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the THIRD PART.

AND

M/s North South Properties Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 4" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the FOURTH PART.

AND

M/s Rose Reality Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Omi Chand Rajput, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 5" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the FIFTH PART.

AND

M/s Sovereign Buildwell Pvt Ltd, a company registered under the provision of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Ashim Sarin, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 22nd day of September, 2010 (hereinafter referred to as the "Company No 6" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the SIXTH PART.

The Company No. 1 to No.6 shall hereinafter collectively be referred to as the "Owners" and individual referred to as the "Party"

AND

M/s Anant Raj Industries Limited, a company registered under the provisions of the Companies Act, 1956, having its office at H-65, Connaught Circus, New Delhi-110001, represented through its authorised signatory Mr. Aman Sarin, duly authorised to sign and execute this agreement on behalf of the company vide board resolution dated 19th day of August, 2010 (hereinafter referred to as the "Developer" which expressions may be used interchangeably and unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors-in-interest, legal representatives, administrators, nominees, assigns, associate companies and subsidiaries) of the SEVENTH PART.

Enur Construction Private Limited

For Sarin Industries

For Rose Reality Pvt. Ltd.

Authorised Signatory

FOR EXCELLENT INFRAMART PVT. LTD.

Authorised Signatory

The owners and the developer shall hereinafter collectively be referred to as the "Parties" and individually referred to as the "Party".

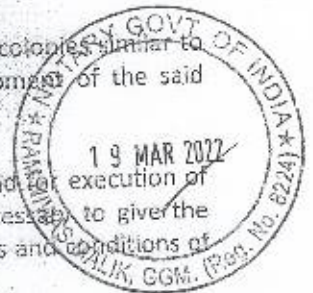
Whereas:

- A. The owners are collectively and absolutely seized and possessed of and are owners of or otherwise well and sufficiently entitled to all those pieces or parcels of land admeasuring 26.075 acres situated at the village, Ullhawas, Sector 63A, Gurgaon (Haryana) (hereinafter referred to as "Owners Property").
- B. The "Owners Property" and the Developer's Property" as described in Annexure A collectively shall be termed as "the said property".
- C. The owners alongwith the Developer shall be entitled to develop a Group Housing Colony (hereinafter referred to as the "said Project") on the said property admeasuring 26.075 acres falling under the revenue estate of village Ullhawas, Sector 63A, Gurgaon.
- D. The developer has wide experience in carrying out the development of such colonies similar to that of the said project and has sufficient expertise to undertake development of the said project.
- E. The companies no 1 to 6 are wholly owned subsidiaries of the developer and for execution of the development of the said project on the said property considers it necessary to give the development and other rights to the developer in accordance with the terms and conditions of this agreement.

F. The owners hereby grants exclusive and irrevocable rights to the developer for development of the said project and to do all the acts necessary in terms of this agreement including but not limited to and to negotiation with the intending purchasers, intending lessees for selling, leasing, licensing, renting the proposed project on the owners property and the developer accepts the same. The owners shall execute all the necessary documents in favour of the intending purchasers, intending lessees for transferring valid title and convey the rights pertaining to the concerned units / areas / land as applicable in the said project as the when requested by the developer to the owners. The owners shall assist and execute all necessary documents, enter into other arrangements as required and deemed fit by the developer in order to give effect to the license granted and in terms of the development agreement for the proposed project as and when required wherein the owners shall assist the developer in all manners.

G. It has been agreed by the parties hereto that the developer shall incur all costs charges and expenses for the negotiation with the intending purchasers as also for the development and completion of the said project and shall generally be responsible for undertaking the development work. The owner shall neither be required nor be called upon by the developer to pay or contribute to the fund requirement of the developer for the development and / or construction of the said project.

H. The owners have handed over the vacant physical possession of the owners property in terms of this agreement hereof for the purposes of development and construction of the project and the developer shall hold the same for and / or on behalf of the owner and / or in the name of the owner and shall retain the same until the said project is fully developed and constructed in terms of the proposed scheme framed by the developer. The owners shall not interfere with the project development to be undertaken by the developer in any manner whatsoever.



FOR NORTH SOUTH PROPERTIES PVT. LTD.

AUTHORIZED SIGNATORY

RESTRICTION FUTURE DATES

AUTHORIZED SIGNATORY

For Saraf Developers & Promoters Pvt. Ltd.

For EXCELLENT INFRA MART PVT. LTD.

For Ross Realty Pvt. Ltd.

AUTHORIZED SIGNATORY

1. The developer shall be solely and exclusively responsible for execution and project execution of the development work.

2. The parties hereto are desirous recording the said mutually agreed terms and conditions.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 DEFINITIONS

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, by-laws, rule of law, directives, guidelines policy, requirement or any governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government authority having jurisdiction over the subject matter in question, whether in effect as of the date of this agreement or the thereafter.

"Allottee / intended Allottee" shall mean the prospective purchaser of the unit(s) of the Project.

"DTCP" shall mean the Director of Town and Country Planning, Haryana.

"Effective Date" shall mean the date of execution of this document.

"Force Majeure Conditions" shall have the meaning ascribed to it in clause 16.

"Loss" shall mean all liabilities, losses, damages, costs, claims, actions, proceedings, judgements, settlements, expenses or the like.

"Taxes" shall mean any and all present or future taxes, levy, impost, duty, stamp duty, charge, fee, deduction or withholding in the nature of tax wherever imposed, levied, collected, withheld or assessed by any government authority pursuant to the applicable laws.

"Government Authority" shall mean any governmental department, DTCP, commission, board, regulatory authority, instrumentally, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the subject matter or matters in question.

"Unit" shall mean the individual units of the project being allotted to the allottee(s) prospective purchases.

1.2 INTERPRETATION

a) The words importing singular shall include plural and vice versa and the words denoting natural person shall where the context admits, include partnerships, firms, companies, corporations, associations, organizations or other entities (whether or not having a separate entity).

b) The headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of this agreement; and

For Sovereign Builders Pvt. Ltd.

Developer & Promoters Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Four Construction Private Limited.

For EXCELLENT INFRASTRUCTURE

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For Haze Realty Pvt. Ltd.

For Anant Raj Industries Ltd.

Authorised Signatory



- c) The words "other" or otherwise" and "whatsoever" shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to.

2. GRANT OF DEVELOPMENT AND OTHERS RIGHTS

2.1 The owners hereby grants exclusive and irrevocable right to the developer for development of the said project and to negotiate with the intending purchasers, intending lessees, customers for selling, leasing licensing, renting the proposed project on the owners property. The owners shall execute all the necessary documents in favour of the intending purchasers, intending lessees for transferring valid title and convey the rights pertaining to the concerned units in the said project as and when requested by the developer to the owners. The owners shall assist and execute all necessary documents, enter into other arrangements as required and deemed fit by the developer in order to give effect to the licence granted and in terms of the development agreement for the proposed project as and when required wherein the owners shall assist the developer in all manners. The developer accepts the same for the consideration to be paid to the owners subject to the terms and conditions herein provided.

3. TERM

3.1 This agreement shall commence on the effective date and shall come to an end only on the completion of the development of the said project or otherwise upon the cancellation of this agreement as per the terms hereof.

4. PURPOSE

4.1 The owners hereby grants exclusive and irrevocable rights to the developer for development of the said project on the owners property and convey the units on behalf of the owners and the developer accepts the same.

4.2 The developer shall be responsible for all marketing responsibilities associated with this project under this agreement and the developer shall create all marketing communications, the developer may bring out special marketing campaigns for the promotion of the project, GGM. (Reg. No. 8221A1) and use all the available modes of promotions.

4.3 The owners shall at all times cooperate with the developer in the marketing activities undertaken by the developer.

5. REPRESENTATIONS WARRANTIES AND OBLIGATIONS OF THE OWNERS

5.1 The owners are the absolute owners of and have unequivocal title to the said property free from all encumbrances and liabilities.

5.2 The owners has represented that it had along with the developer already received the approvals of the sanction plans for the execution of the said project licence under the Haryana development and Regulation of urban area act, 1975 vide LC no. 119/2011 for development of a residential plotted colony and has also received the approval of the sanction plans for the execution of the said project on the said property from the government authority including but not limited to DYC.

5.3 The owners have good right, full power and absolute authority to grant exclusive rights to develop the owners property described in the schedule 1 attached and the developer shall



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For Developers & Promoters Pvt. Ltd.

Authorised Signatory

For Construction Private Limited

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For Rose Realty Pvt. Ltd.

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For Anant Raj Industries Ltd.

be entitled to develop the said property subject to the terms and conditions herein contained.

5.4 The owners have not created prior to the effective date hereof nor shall they create hereafter during the pendency of the agreement any right or encumbrance of any nature whatsoever in respect of the said property or any part thereof in favour of any third party.

5.5 The owner states declares and confirms that all acts and deeds done, executed and performed by the developer in pursuance hereof in connection with the development of the said project shall be binding at all times hereafter on the owner and the owner covenants to ratify the same as and when called upon to do so.

5.6 The owner hereby confirms and declares that he shall not transfer, sell, mortgage encumber and / or deal within any manner with the said plot of land in any manner whatsoever so as to prejudice, affect or hamper the said project.

5.7 The owner declares that they have examined and verified the scheme framed and proposals made by the developer for the development of the said project and they are fully satisfied with the same including the provisions made with regard thereto by the developer as also with the responsibilities of the parties mentioned and described therein.

5.8 The Owners shall execute all the necessary documents in favour of the intending purchasers, intending lessees for transferring valid title and convey the rights pertaining to the concerned units in the said Project as and when requested by the Developer to the Owners.

5.9 The Owners shall assist and execute all necessary documents, enter into other arrangements as required and deemed fit by the Developer in order to give effect to the License granted and in terms of the development agreement for the proposed project as and when required wherein the Owners shall assist the Developer in all manners.

6. REPRESENTATION AND WARRANTIES OF THE DEVELOPER

6.1 The Developer is a validly organized and constituted legal entity under the relevant laws in existence.

6.2 The performance of its obligations as contemplated in this Agreement is not in violation of its memorandum and articles of association and other constitutional documents of the Developer.

6.3 The Developer represents and warrants that it has the necessary expertise to execute the development of the said Project at the said Property and to execute other obligations as per the conditions of this Agreement.

6.4 The Developer warrants and undertakes to use only standard raw materials for the development of the said Project as per the existing market standards and shall not compromise on the quantity or quality of such materials used for the said Project.

6.5 The Developer shall carry out the development which shall be in accordance with the permissions granted by the competent authorities including but not limited to DTCP and any other authority and shall also be in accordance with the sanctioned plans.

6.6 The Developer shall provide all necessary assistance for applying to the Authorities for obtaining the electricity connection, water connections, LPG connections and any other utilities with respect to the individual units of the Project.

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For Developers & Promoters Pvt. Ltd.

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For EXCELLENT INFRAART PVT. LTD.

For Anant Raj Industries Ltd.

For Construction Private Limited.

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For Roor Roor Pvt. Ltd.

Authorized Signatory

6.7 The Developer has further represented that it has undertaken the complete due diligence of the said Property and is familiar with conditions affecting the development of the said Project and agrees that there has not been any concealment or misrepresentation of any fact related to the execution of the said Project.

6.8 The Developer shall take all steps for the overall development and construction of the said project at its own costs by deploying its men and material.

7. RIGHTS AND OBLIGATIONS OF THE DEVELOPER

7.1 The Developer shall be entitled in his own right to enter into agreement or otherwise and / or arrangements with any person or persons of their choice for the purpose of selling, allotting, leasing, licensing and / or transferring any of the plots/ floors / flats / shops/ premises/ garages/ units, etc. to be constructed by the Developer on the said Property or any portions thereof in accordance with the terms and conditions laid down by the Government Authority and in the sanctioned plans and to receive and consideration payable in respect thereof and / or any part thereof for their own benefit and use.

7.2 The Developer shall prepare the plan for the execution of the said Project clearly specifying the details with respect to the Units and get such plan approved by the Government Authority on behalf of the Owners, if required.

7.3 The Developer, while undertaking the construction of the said Project, shall also comply with the provisions of all laws, rules and bye-laws for the time being in force affecting the said Project and shall give all necessary notices to and obtain the requisite sanction of the Authorities in respect of the Work in the name and on Government Authorities and shall at all times keep the Owners indemnified against all fines, penalties and losses incurred by reason of the breach of the Developer of any such laws, bye-laws and regulations.

7.4 The Developer shall be liable and responsible for the compliance of all the applicable labour laws and compliances thereon with respect to the execution of the said Project.

7.5 The Developer shall be entitled to raise finances from Banks, Financial Institutions, Housing Finance Companies etc. for the purpose of construction of the said Project and for such purpose shall be entitled to mortgage and charge the said plot of land and to enter into, sign and execute all requisite agreement agreements, contracts deeds documents, papers declarations affidavits for such purpose without seeking to obtain any further consent of the owner, provided however that the developer shall not attach any liability to the owner on account of its borrowings in any manner whatsoever.



For EXCELLENT INFRA MART PVT. LTD.

For Anant Raj Industries Ltd.

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Four Construction Private Limited

For Sovereign Bulldwell Pvt. Ltd.

Authorized Signatory

Authorized Signatory

For Rose Realty Pvt. Ltd.

FOR NORTH SOUTH PROPERTIES PVT. LTD.

Authorized Signatory

For Sovereign Builders Pvt. Ltd.

For Raj Developers & Promoters Pvt. Ltd.

8. ASSIGNMENT

The Developer shall be entitled to develop the said Property either by himself and/or through his nominees including a firm, provided however, all the obligations and liabilities undertaken by the Developer under this Agreement shall remain in full force and be personally binding upon the Developer.

The Developer may assign its obligations under this Agreement as per the aforesaid clause or may subcontract the Work either in whole or in part to such firm or corporate body as it may deem fit.

9. RIGHT AND OBLIGATIONS OF THE OWNERS

The Owners shall grant the Developer irrevocable right to construct buildings with right to sell the units in the said building/s to the prospective purchasers and to appropriate the Sale Proceeds to themselves.

The Owners shall provide all necessary assistance including submissions of the application for electricity connection, water connections, LPG connections and any other utilities with respect to the individual units of the Project.

The Owners have deposited with the Developer the original title deed of the Owners Property mentioned hereinabove, which shall be securely held and retained by the Developer for the purposes of this agreement without however claiming therein any right of ownership or of a mortgagee in any manner whatsoever.

The Owners hereby authorize the Developer to amalgamate, separate or divide the said plots of land mentioned in the First Schedule hereunder written as the Developer would find convenient and commercially viable for the construction project thereon as proposed in the scheme framed by the Developer in compliance to the terms and conditions of the License granted by the Competent Authority.

Under the scheme framed and / or proposals made by the Developer, the Owner hereby authorizes the Developer to sell the Owners Property or such portion thereof as may be decided by the Developer, upon amalgamation / separation / sub division thereof at any time hereafter.

The Owner shall execute and deliver such further and other papers, deeds and documents as and when required and desired by the Developer in such form and manner as may be decided and notified by the Developer, from time to time for the development and execution of the project.

10. CONSIDERATION

10.1 The Owner has agreed and shall thereof be entitled to receive and the Developer has paid the fixed sum of value to be calculated at the rate of Rs. 25,000/- (Rupees

Twenty-Five Thousand) per acre over and above the cost of Owner's Property which shall be payable by the Developer in the manner hereinafter mentioned and the same hereinafter referred to as the "Owner's Consideration".

10.2 Apart from receiving payment of the owner's consideration in the manner mentioned hereinabove, the Owner shall not be entitled to any other or further share in the project on any account whatsoever.

For Construction Private Limited

For EXCELLENT INFRASTRUC PVT LTD.

For Anant Raj Industries Ltd.

For Rose Realty Pvt. Ltd.

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For Sovereign Builders Pvt. Ltd.

Authorized Signatory

For Santaj Developers & Properties Pvt. Ltd.

Authorized Signatory

For EXCELLENT INFRASTRUC PVT LTD.

Authorized Signatory

11. TAXES

The consideration payable by the Developer shall be inclusive of all Taxes and the Owners shall not claim any additional amount on any other account whatsoever.

The Owners shall be liable for all Taxes related to the ownership and / or title of the said Property including house tax before the transfer of the possession of the said Property to the Developer for development.

The Developer shall be responsible for the payment of Taxes related to the cost of construction, development and execution of the Project on the said Property, all costs and Taxes related to the employment of labour for the completion of the said Project and service taxes.

12. MARKETING AND PROMOTION

The Developer shall be responsible for all marketing responsibilities associated with this said Project under this Agreement and the Developer shall create all marketing communications. The Developer may bring out special marketing campaigns for the promotion of the said Project and use all the available modes of promotions.

The Company shall however, have a reasonable opportunity to review, approve and require changes to all marketing communications in relation to the Project prior to the distribution thereof.

The Company shall at all times cooperate with the Developer in the marketing activities undertaken by the Developer.

13. CONFIDENTIALITY

Each Party hereby agrees that whatever information it receives from the other Party under this Agreement as also the terms of this Agreement shall be treated by it in strict confidence and shall not be divulged to any third party whatsoever. This confidentiality shall be binding on both parties in perpetuity and shall survive the termination of this agreement.

The above provisions shall not apply if the disclosure of confidential information is required to be made pursuant to the orders / directions of any competent governmental authority or agency or by a competent court or if such information enters the public domain through no breach of confidentiality, is already down or is made known to a party by a third party under no obligation of confidentiality to the other party to this Agreement, or, is independently developed by the other Party.

14. NOTICES

Any notice or other communication to be given by any Party to the other under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by Hand or Registered Post to the address or fax number given and marked for the attention of the person as shown in the body of the agreement and marked for such other attention as either Party may from time to time designate by notice to the other.

For EXCELLENT INFRASTRUCTURE

For Arant Raj Industries Ltd.

our Construction Private Limited.

AUTH. SIGNATORY

For Sovereign Buildwell Pvt. Ltd.

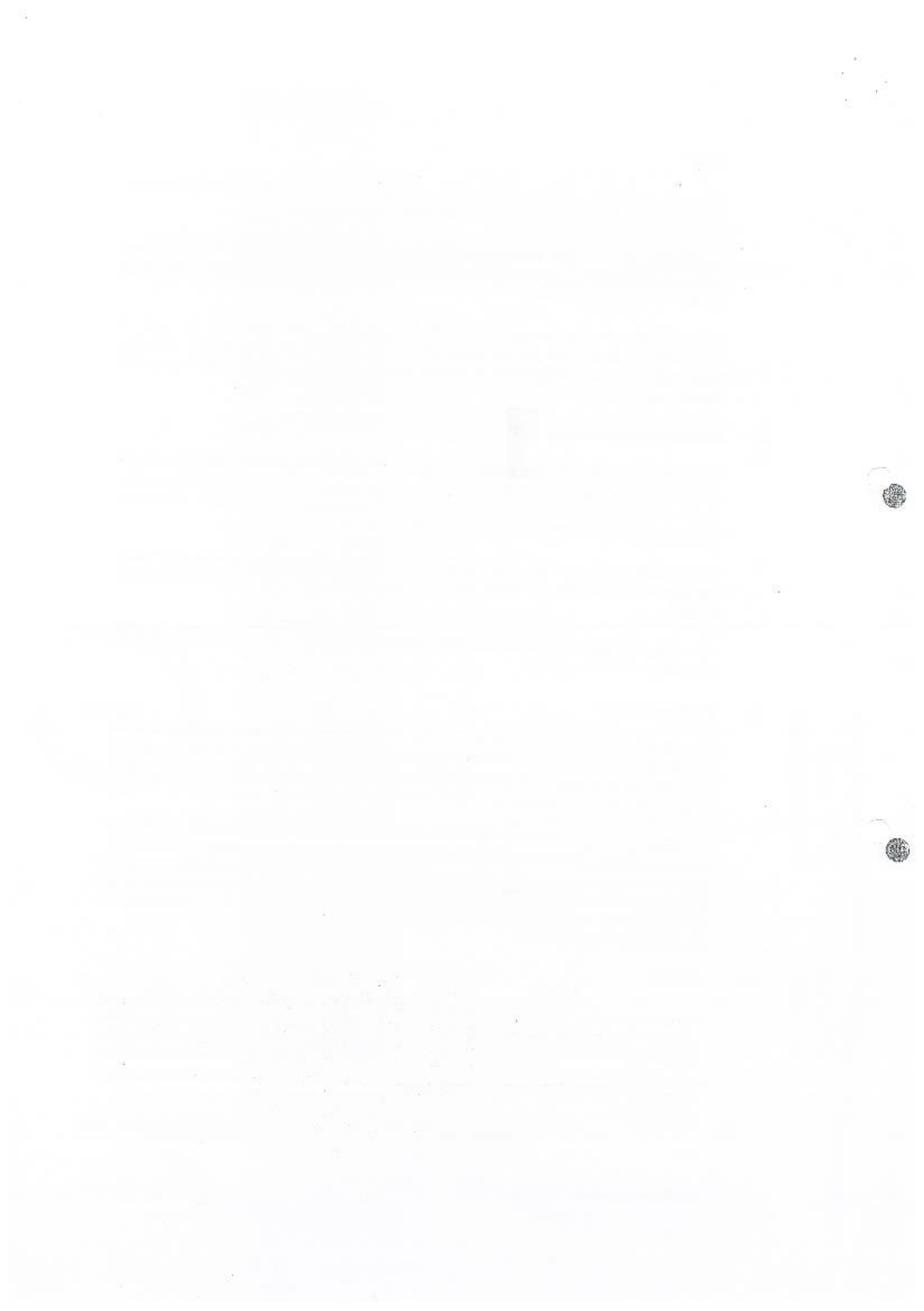
Authorized Signatory



For SOUTH PROPERTIES PVT. LTD.
AUTH. RISED SIGNATORY

FOR NORTH

For Sacred Developers & Infra Pvt. Ltd.
AUTH. SIGNATORY



Name of the Company/Land Owner's	Address	Fax No.	Kind Attn.
M/s Rose Reality Pvt. Ltd	H-65, Connaught Circus, New Delhi - 110001	011-43559111	Mr. Aman Sarin
M/s Four Construction Pvt. Ltd.	H-65, Connaught Circus, New Delhi - 110001	011-43559111	Mr. Aman Sarin
M/s Sartaj Developers and Promoters Ltd.	H-65, Connaught Circus, New Delhi - 110001	011-43559111	Mr. Aman Sarin
M/s Excellent Inframart Pvt. Ltd.	H-65, Connaught Circus, New Delhi - 110001	011-43559111	Mr. Aman Sarin
M/s North South Properties Pvt. Ltd.	H-65, Connaught Circus, New Delhi - 110001	011-43559111	Mr. Aman Sarin
M/s Sovereign Buildwell Pvt. Ltd.	H-65, Connaught Circus, New Delhi - 110001	011-43559111	Mr. Aman Sarin

To : Anant Raj Industries Ltd.
Address : H-65, Connaught Place, New Delhi
Fax No. : 011-43559111
Attn. : Mr. Aman Sarin



AUTHORISED SIGNATORY

15. TERMINATION

15.1 It is also mutually agreed that this agreement has been or is being entered into irrevocably. the owner shall not be entitled in any manner to rescind or cancel this agreement or any of its provisions. Provided however that in case the Developer decides to abandon the said project then the owner shall be entitled to claim back and receive possession of the Owners Property, free from all encumbrances, charges, claims, demands, lien etc., upon refund of the amounts which may have by then been paid by the Developer to the owner.

16. FORCE MAJEURE

16.1 If at any time during the currency of this Agreement, the performance in whole or in part of either Party or any obligations under the contract shall be prevented or delayed by reason of acts of God, war, hostilities, invasions, act of public enemies, local unrest or public outrage, wrongful restraint, civil commotion, sabotage, theft, burglary, fire, explosion, flood, cyclone, earthquake, epidemics and quarantine restrictions, terrorism, rebellion, insurrection, any usurped political power, any change in law arising from the modification or introduction of law, prolonged failure of any utility service, expropriation or confiscation of facilities or property by order of any government authority or local authority, adverse climatic conditions and other unforeseen events or circumstances etc. the cause of which is beyond the control of the parties (hereinafter referred to as "Force Majeure Conditions") which directly affect the development and execution of the of Project and provided notice of the happening of any one or more of the Force Majeure Conditions is

For Sovereign Buildwell Pvt. Ltd.
Authorized Signatory

Sartaj Developers & Promoters Pvt. Ltd.
Authorized Signatory

Authorized Signatory

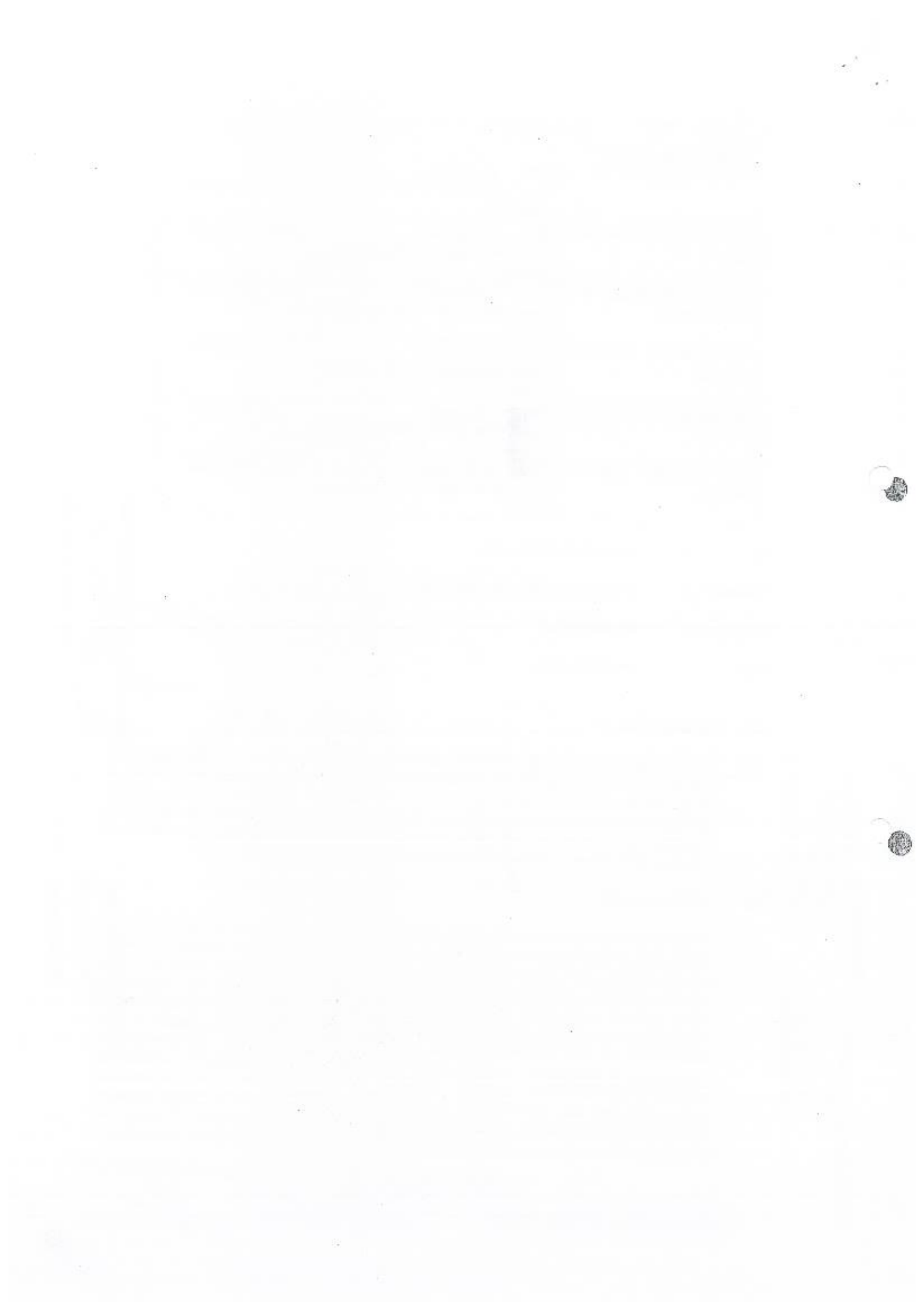
For EXCELLENT INFRAMART PVT. LTD.

For Anant Raj Industries Ltd.

Four Construction Private Limited

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given by either party to the other within 7 days from the date of the occurrence of the Force Majeure Conditions, the obligation of the Party giving notice shall stand suspended without any liability towards the other party so long as such Force Majeure Conditions continues.

17. DISPUTE RESOLUTION

17.1 Any dispute arising out of this Agreement, the construction of any provision of this Agreement or the rights, duties or liabilities of the Parties under this Agreement shall be amicably and promptly settled by negotiations and consultations in good faith.

17.2 In the event that the Parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within 15 days, the aggrieved Party shall by giving a Notice to the Party be entitled to invoke the arbitration provisions of this Agreement.

17.3 All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement or between the parties or their representatives shall be referred to the sole arbitrator who shall be appointed by Managing Director of the Developer as the sole arbitrator whose decision shall be final and binding on both the parties as per the Arbitration and Conciliation Act, 1996. The Arbitrator shall have summary powers.

17.4 The Arbitrators shall hold their sittings at Delhi.

17.5 The Award of the majority of Arbitrators shall be final and binding on the parties.

17.6 The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof.



18 MISCELLANEOUS

18.1 Supersession: The Agreement shall supersede all prior agreements and understandings pertaining to the subject matter hereof.

18.2 Amendments: The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless made in writing and signed by each Party.

18.3 Indemnification: The parties hereto shall indemnify and / or keep each other saved, harmless and indemnified against all losses, claims demands cost, damages respect of any acts, deeds, matters or thing done or any omission made by other party and for anything arising in connection therewith.

18.4 Severability: If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected.

18.5 Waiver: The non-exercise of or delay in exercising any power or right by either Party shall not operate as a waiver of that power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and signed by a duly authorized officer of such Party.

For EXCELLENT INFRAART PVT. LTD. For Anant Raj Industries Ltd.

Construction Private Limited

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For Rose Realty Pvt. Ltd. Sovereign Builders Pvt. Ltd.
AUTHORISED SIGNATORY

Developers & Promoters Pvt. Ltd.
AUTHORISED SIGNATORY

For Anant Raj Industries Pvt. Ltd.
AUTHORISED SIGNATORY



18.6 Counterparts:

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

18.7 Governing Law and Jurisdiction:

This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out of this Agreement shall be subject to sole and exclusive jurisdiction of the Courts of Delhi only.

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

PARTIES:

WITNESSES

For Rose Realty Pvt. Ltd.


Authorized Signatory

For M/s. Rose Realities Pvt Ltd
our Construction Private Limited



For M/s. Four Construction Pvt. Ltd.

For Sartaj Developers & Promoters Pvt. Ltd.


Authorized Signatory

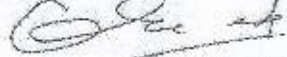
For M/s. Sartaj Developers and Promoters Ltd.

For EXCELLENT INFRAMART PVT. LTD

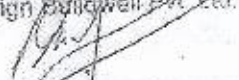


For M/s. s Excellent Inframart Pvt Ltd

FOR NORTH SOUTH PROPERTIES PVT. LTD.



AUTHORIZED SIGNATORY
For M/s. North South Properties Pvt Ltd
For Sovereign Buildwell Pvt. Ltd.


Authorized Signatory

For M/s. Sovereign Buildwell Pvt Ltd

For Anant Raj Industries Ltd.

For M/s. Anant Raj Industries Limited

ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA



