



हरियाणा HARYANA

6452

(S3)

L 737080

DEVELOPMENT / COLLABORATION AGREEMENT

This agreement of development / collaboration ("Agreement") is made and executed at Gurgaon on this 07th day of JUNE 2013 by and amongst:

1. **M/s Ramprastha Housing Private Limited**, a company incorporated under companies act 1956, having its registered office at C-10, C-Block Market Vasant Vihar, New Delhi- 110057 through its authorized signatory Shri Arvind Walia (hereinafter referred to as the "**Ramprastha Housing**") which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its subsidiary, companies, associates; representatives, successors, liquidators, permitted nominees and assigns.
2. **M/s S.A. Infracon Private Limited**, a company incorporated under companies act 1956, having its registered office at C-10, C-Block Market Vasant Vihar, New Delhi- 110057 through its authorized signatory Shri Arvind Walia (hereinafter referred to as the "**S.A. Infracon**") which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its subsidiary, companies, associates, representatives, successors, liquidators, permitted nominees and assigns.
3. **M/s Ameya Commercial Projects Private Limited**, a company incorporated under companies act 1956, having its registered office at G-3, Aditya Complex, Plot No-7, Preet Vihar C.C., Delhi-110092 & Corporate Office at

Anil

Deepan Gupta

Ameya commercial Project Pvt Ltd.

(SU)

Sr. No.	24576
Amount	
Purpose/Use	
04 JUN 2013	
ANIL KUMAR	
Panchayat Bhawan	
Gurgaon (Haryana)	

प्रलेख नः 6452

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
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 2.00 रुपये

Drafted By: Joginder Singh Adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 07/06/2013 दिन शुक्रवार समय 12:44:00PM बजे श्री/श्रीमती/कुमारी M/S Ramprastha Housing Pvt Ltd. thru Arvind Walia पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-10, C B Lock Market Vasant Vihar ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/S Ramprastha Housing Pvt Ltd. thru Arvind Walia (OTHER), M/S S.A. Infrcon Pvt Ltd. thru (OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru-Deepak 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 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 Joginder Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv gurgaon व श्री/श्रीमती/कुमारी Vikas Kharb पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv gurgaon ने की।
साक्षी नः 1 को हम नंबरदार अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 07/06/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

(55)

"Ameya One" DLF City, Phase-V, Sector-42, Golf Course Road, Gurgaon-122002 through its authorized signatory Mr. Deepak Gupta (hereinafter referred to as the "**Developer**") which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its subsidiary, companies, associates, representatives, successors, liquidators, permitted nominees and assigns.

Ramprastha Housing and S A Infracon collectively be referred to as the "**Owner/s**".

The Owners and the Developer shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. The Owner is the lawful owner in possession of agricultural land measuring **7 Kanal 14 Marla** situated in revenue estate of Village Hayatpur of Tehsil and District Gurgaon, Haryana vide Fard Jamabandi for the year 2004-05 & Mutation No. 2918, as per **Annexure- 'A'** (hereinafter referred to as the "**Said Land**").
- B. The Developer along with its associates companies contemplate to develop the Said Land into residential colony/commercial complex/ special economic zones (SEZ) etc thereon after obtaining the requisite license from the concerned authorities and getting plans sanctioned/approved from the competent authority.
- C. The Owner is not fully equipped to execute and complete the work of development and construction of the proposed residential/commercial complex/special economic zones (SEZ) and has approached to the Developer, which is engaged in the development and construction of various type of buildings and is well reputed and experienced in the line of business and is confident that the Developer is in a position to obtain permission for change of land use/obtain license etc., to collaborate with them in the execution and completion of the said residential / commercial complex / special economic zones (SEZ) on the Said Land.
- D. The Developer has agreed to undertake the execution and completion of said residential / commercial complex / special economic zones (SEZ) on the Said Land on the terms and conditions hereinafter appearing.

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

- 1 That the subject matter of this Agreement between the Owner and the Developer is the Said Land admeasuring **7 Kanal 14 Marla** for thereabout for utilizing the same for development of residential / commercial complex / special economic zones (SEZ) in state of Village Hayatpur of District Gurgaon, Haryana as per **Annexure-'A'** (the "**Said Land**").

As per

Deepak Gupta



पेशकर्ता



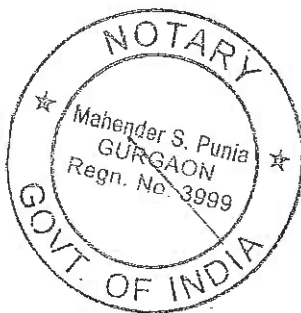
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उप / संयुक्त पंचायत अधिकारी




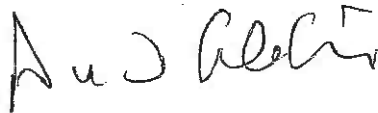

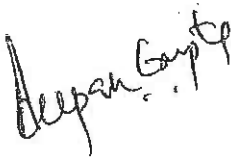

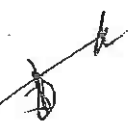

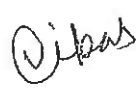
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- 2 That the Owner/s assures and declares that he/she/ls/are the absolute owner of the Said Land and is entitled to enter into this Agreement with the Developer. The area, proposed for collaboration i.e. the Said Land, is free from acquisition.
- 3 That all the rates, cesses and taxes due and payable in respect of the Said Land up to the handing over of the actual physical possession of the Said Land to the Developer, shall be the exclusive liability of the Owner/s and thereafter the liability in this behalf be shared by the parties in the agreed proportion mentioned herein.
- 4 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 Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, unauthorized occupation, claim and litigations and acquisition and the Owner shall keep the title of the Said Land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner.
- 5 That in case the Said Land or any part thereof comprised in and subject matter of this Agreement, declared to be belonging to the Owner, is lost on 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 or on account of any cause or cause whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc. on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Developer and / or intending buyers of whole or part of the build / un-built areas of the Developer's share. The Owner expressly agrees to keep the Developer and the intending buyers of whole or part of the Developer's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the Developer or the intending buyer may sustain or incur by reason of any case or cases whatsoever.
- 6 That if there be any claim, demand, litigation of any nature whatsoever against the Owner, then it is a condition of this Agreement that the work of development and / or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented or obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding demands, litigation and/or courts decree shall only be met and satisfied out of Owner's share of the area of project and or proceeds thereof.
- 7 That the Owner shall execute General Power of Attorney (GPA) and Special Power of Attorney (SPA) and / or any other document or papers in favour of

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Deepak Gupta

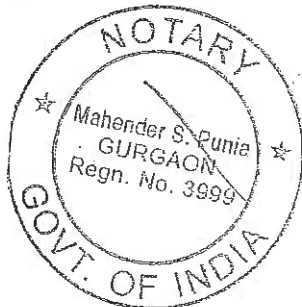
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पेशकर्ता	Arvind Walia		
पेशकर्ता			
दावेदार	Thru-Deepak		
गवाह	Joginder Singh		
गवाह	Vikas Kharb		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,452 आज दिनांक 07/06/2013 को बही न: 1 जिल्द न: 13,042 के पृष्ठ न: 12 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,960 के पृष्ठ सख्या 34 से 35 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 07/06/2013

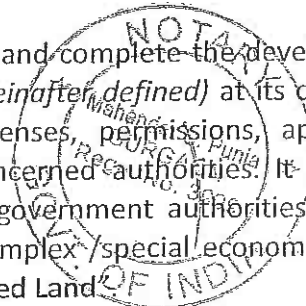


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गुडगावा

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the Developer or its nominee to enable the Developer to apply for all regulatory approvals, licenses, sanctions and no objections for development of the Said Land and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of the Said Land is required, the Owner/s has to sign the same to enable to Developer to obtain the necessary license/permission and complete the development of the colony on the Said Land. The Owner shall sign the same without raising any objection in any manner whatsoever and within the stipulated period. That, if at any stage, any previous agreement / collaboration / development agreement executed by the Owners with any party or any advance taken by the Owner/s in relation to the Said Land or any part thereof, is noticed and the development of the project over the Said Land gets delayed, then the time agreed for development shall be deemed as extended and it shall be sole obligation of the Owner/s to settle all such claim/claims at its own cost and the Owner do hereby keep the Developer indemnified against all such claims.

- 8 That the Owner/s further undertake that he/she/they shall not deal with the Said Land in any manner whatsoever and shall henceforth keep the Said Land free from any change, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the Said Land.
- 9 That the Owners shall furnish documentary proof of their title to the Said Land as and when required by the Developer and/or concerned authorities as may be required from time to time.
- 10 That the Owner will assist the Developer to defend and otherwise respect to any proceeding that may be initiated by any person relating to any portion of the Said Land which may be instituted at any time hereafter before any court or any other authority and all costs in regard thereto, shall be solely born by the Owner only.
- 11 That Owner will hand over the actual physical possession of the Said Land to the Developer for purpose of developing for the purpose of the residential / commercial complex /special economic zones (SEZ) agreed to be developed, with the immediate effect from signing of this Agreement to enable the Developer to discharge its part of obligation.
- 12 That the Developer shall develop, construct and complete the development and construction on the Licensed Land (*Hereinafter defined*) at its own cost and expense after procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities. It is being clarified that the land as approved by the government authorities for the development of residential / commercial complex /special economic zones (SEZ) will be termed as the "Licensed / Licensed Land".



A. J. R. C.

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- 13 Notwithstanding anything contained in this Agreement, the Developer shall always be entitled to complete all tasks/responsibilities/duties or to develop the Said Land acquired from the Owners or by any entity/contractor/developer appointed by it in its sole discretion without any interference of the Owners and the Owners shall if required, shall enter into an agreement with such appointed entity/contractor/developer on the terms and conditions as agreed herein between the Parties.

The Owners undertake to assist the Developer or any such entitle appointed by the Developer for obtaining any approval, licenses from the Government authority/ies individually or jointly with the other land owners if the Developer or such appointed entity think desirable and financially viable for developing the land (s) for such projects as mutually agreed by both the Parties to this Agreement alongwith other land owners, if any, adjacent to the land (s) owned by the Owner of this Agreement.

- 14 That all licenses, approvals, sanctions etc wherever required for development on the Said Land shall be procured by the Developer at its own cost and expenses and in its own name. All expenses towards scrutiny fee and any other charges, fee etc. payable to the concerned authorities shall be paid by the Developer only. However, the Owner will be liable to pay the amount of applicable external development charges (EDC) and internal development charges (IDC) on the Owner's share of Licensed Land allocated / allotted by the Developer in accordance with terms of this Agreement.
- 15 That it is agreed between the Parties that in lieu of the Owner's providing of his land free of cost to the Developer, the Developer shall Complete the construction within 60 months from the date of sanction of building plans from the Government of Haryana or such extended period as may be mutually agreed between the parties excepting as a result of earthquake, lightening or any order or notification or any action by Government or any Statutory Authority or Court's order which prevents the progress of the construction or by reason of war or enemy action or act of God or for any reason beyond the control of the developer, in such case the developer shall be entitled to a reasonable of time for completing the said building and shall apply for necessary occupation 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 multi-storeyed residential/commercial complex it is the condition of this agreement that after obtaining license and the required permissions from the concerned authorities for the multi-storeyed residential/commercial complex, the owner/or his nominee or his legal heirs will not cancel or back out from this agreement under any circumstances. In such eventuality the builder besides his other rights will be entitled to get the said agreement fulfilled through a suit for specific performance at the cost and risk of the owner. The possession of owner's share in the proposed multi-storeyed

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residential/commercial complex would be delivered to the owner within the specified period of 60 months.

- 16 That it is further agreed and assured by the Developer that the Developer will apply license for the entire area/acres mentioned in this Agreement.
- 17 That entire amount required for the cost of construction of the Complex 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 the provision of peripheral or external service of the Said Land, provision of air-conditioning facilities and fire-fighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly to the account of the Developer. If at any time hereafter the Owner decides to change quality and specifications of items involved in his share of built/un-built areas of the said multi-storeyed residential/commercial complex, then the differences in cost of these items shall be borne by the Owner. The Developer shall complete the construction of the proposed building within period of 60 months from the date of sanction of building plans from the Government of Haryana subject to force majeure circumstances as mentioned in this Agreement.
- 18 That the consideration to be given by the Developer to the Owner in respect of the rights which are to be of the Developer shall be the construction (free of cost to the Owner) of the Owner's allocation. The construction of the Owner's allocation shall be carried out by the Developer at the cost of the Developer and the same shall belong to the Owner, it being clearly understood and agreed that even in the course of construction of owner's allocation, at all stages of construction shall be and is always intended to be property belonging to the owner without the Owner being required or liable to pay the Developer any amount towards the cost of consideration of the owner's allocation. All future EDC charges have to be borne by the Developer.
- 19 That it is further agreed between the Owners and Developer that in lieu of the Developer agreeing to develop the Said Land for residential / commercial complex / special economic zones (SEZ) and agreeing to obtain the licenses at its own cost and expenses and in consideration of the deposit to be made by the Developer to the Owners, the Parties hereto have agreed to share the developed / built up area in the said project in the following manner.

Consideration: In consideration of the Owner providing the Said Land and Developer raising the construction of the Project building under this Agreement, the Parties have agreed to divide the built up area vertically in the following manner:

A. J. K.

Deepak Gupta

Developer's share	80% of the entire built up and proportionate land area of the said multistoried/residential/commercial complex and basement with proportionate rights in the land underneath.
Owner's share	20% of the entire built up and proportionate Land area of the said multi-storeyed residential commercial complex and basement with Proportionate rights in the land underneath. (Here-in-after to be referred to as the "Owner's Share of Licensed Land").

The Owners shall have no claim, right or title and interest in respect of any other developed area granted or allowed in respect of other land of other Land Owners, which is simultaneously developed by the builder/Developer in the said Complex/Township colony.

That sale and marketing of the developed area shall be conducted by the Developer at its sole discretion without any interference or intervention of the Owner.

That the Developer agrees to pay to the Owner Rs 5,00,000/- (Rs. Five Lac only) per acre of the Said Land provided by the Owner towards the security deposit, which will be refunded to the Developer as soon as the Developer procure the requisite licenses for the Project. The balance of Rs NIL /- (Rupees NIL) per acre will be non-refundable amount towards providing of the Said Land by the Owner to the Developer for development. The detail of such payments is as follows:

CHEQUES:

S No	Name of the Party	Cheque No and date	Amount (Rs)	Drawn on
1.	S.A. Infracon Pvt Ltd.	000666/05.06.13	79,000/-	Bank of Baroda
2.	Ramprastha Housing Pvt.Ltd.	000667/05.06.13	4,04,000/-	Bank of Baroda

- 20 The Parties shall be entitled absolutely to their unsold respective areas and shall be at liberty to sell, transfer or deal therewith in any manner they deem fit and proper without any interference, right, claim or interest thereon whatsoever of the other subject, however to the general restrictions for mutual advantage inherent in the Project. The Owner shall be at liberty to enter into agreements for sale of its share of Licensed Area save that the Owner shall adopt the same covenants in its agreement with the Unit owners as the Developer has in its agreement at least insofar as the same relates to common portions, common expenses and other matters of common interest. This has been mutually agreed that the Owner shall not sell its respective share of Licensed Land to any third party(ies) at the price agreed until and unless the Developer has exercised its right of first refusal. However both

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parties have agreed to bear and pay the amount of applicable external development charges (EDC) and internal development charges (IDC) for their respective share of Licensed Land as allocated and allotted in this Agreement.

21 DEVELOPER'S ALLOCATION

- a) That the Developer shall be entitled to and become owner of the remaining/balance licensed salable area and other common facilities and amenities in respect of the other land after leaving Owner's Share of Licensed Land. The entire remaining area including licensed salable area and common facilities and amenities shall vest with the Developer in consideration of the Developer, developing the entire land into residential / commercial complex / special economic zones (SEZ) / Township over the Said Land.
- b) The Owner shall get Owner's Share of Licensed Area allowed, permitted and granted in respect of his land in the project only in the area earmarked in sanctioned plan of the project for residential purpose only, irrespective of the fact that owner's land as mentioned in this Agreement, falls in other user of the land or the Said Land of the Owner is used for any other purpose than residential (such as Commercial/Special Economic Zone) in the project. The balance Developed/Licensed Area in the said project shall go and will be owned and retained by the Developer in lieu of and consideration of the development of the said area and the Developer shall become exclusive owner of the share of the Developer and only Developer shall have the right to develop the said land for the purposes other than residential such as commercial/special-economic-zone etc. The Owner shall be the owner of only his share of Licensed Land. The common area of the project such as roads, services, community sites and other structures will be owned/controlled by the Developer.

The Developer, on the basis of GPA, shall be entitled to book the plots/residential or commercial units and or enter into agreement to sell with third parties, to execute deeds of conveyances of such saleable area and various units of the said project in such part(s) as shall be required. Further Developer shall join and confirm such sale by executing all and every transfer document/deed in favour of the transferees. The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees. The Owners shall execute further GPA in Developer's or its nominee favour such that developer shall be fully entitled to sell its share of the unsold area and receive consideration directly in its name. The Owners however, at all times shall co-operate for such purpose and shall execute any further documents to effectively and legally transfer and convey developer's unsold area in third party favour, without being entitled to any further money or consideration for that matter.

Stamp of the Government of India, Ministry of Urban Development, New Delhi, dated 13.09.2013. Signature: Deepak Gupta

Signature: A. C. Ch...

- (64)
- c) That the Developer will pay to the Owner Rs 5,00,000/- (Rs. Five Lac only) per acre of said Land provided by the Owner towards the security deposit, which will be refunded to the Developer as soon as the Developer procure the requisite licenses for the project. The balance of Rs. NIL /- (Rupees NIL) per acre will be non-refundable amount towards providing of the said land by the Owner to the Developer for development. The payment to the Owner manner for 7 Kanal 14 Marla at the time of signing of this Agreement, the receipt whereof the Owners have admitted and acknowledge, has been made in following:-

CHEQUES:

S No	Name of the Party	Cheque No and date	Amount (Rs)	Drawn on
1.	S.A. Infracon Pvt Ltd.	000666/05.06.13	79,000/-	Bank of Baroda
2.	Ramprastha Housing Pvt.Ltd.	000667/05.06.13	4,04,000/-	Bank of Baroda

- 22 Developer at its absolute discretion shall demolish all structure "Kacha" or "Pacca" existing on the Said Land before the Developer applies for requisite approvals and sanctions.
- 23 That, in case, use of the Owners land, either whole or in part, does not change into residential / commercial complex / special economic zones (SEZ) from agriculture land or it does not become the part of the Developer project, then, this collaboration agreement shall become void with respect of the Owner's land which is not falling into residential / commercial use or is not a part of Developer project and the Owner shall not claim any right/title from Developer in form of share in built up area in the Developer's other projects.
- 24 That the Developer shall commence and complete the development of the said residential / commercial complex / special economic zones (SEZ) by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the residential / commercial complex / special economic zones (SEZ) in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work. That the Developer is fully empowered and entitled to assign agreement in favour of any third party at its absolute discretion without any recourse to the Owners and the Owners shall have no objection for such assignment.
- 25 That the Developer/Owner shall pay and bear in proportion to their respective share as aforesaid all taxes, cesses and levies payable for the Said

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Deepak Gupta

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- Land and building from the date of the commencement of development and any party failing to pay his part of the taxes shall be liable to indemnify the other for all or any recoveries that may be affected by the Government department or authority.
- 26 The Developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbour or any other person shall be borne by the Developer and the Owner shall be absolved of and indemnified by the developer of any financial or other liability in this regard.
- 27 The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said residential / commercial complex / special economic zones (SEZ) and / or booking and sale of Developer's share of developed, built or un-built areas of the Project. However, if any defect is pointed out in the development while the work is in the progress by the owner, the same will be removed and rectified by the Developer.
- 28 It is agreed between the Parties that the possession of the Said Land once delivered/handed over to the Developer for the purpose of aforementioned project, the Developer shall not be disturbed nor any interference caused by the Owner till the Project is complete. It is clarified that the ownership in the said land shall continue to vest exclusively in the owner and the Developer shall not be entitled to claim any right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided hereinafter which the ownership in the property shall be of both the parties as per their respective shares.
- 29 The Developer shall rectify defects in the development or in the material utilized or to be used promptly as may be intimated to it in writing during the course of development. In the event of any difference of opinion in this respect, the decision of the architect of the project will be final.
- 30 The Developer and the Owner shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts, subject to provisions of this Agreement. The Developer shall be entitled to enter into any agreement to sell / lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favour of such purchaser. The Owner shall also join hands in executing the documents in favour of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favour of such purchaser. All receipts shall be issued for and on behalf of the

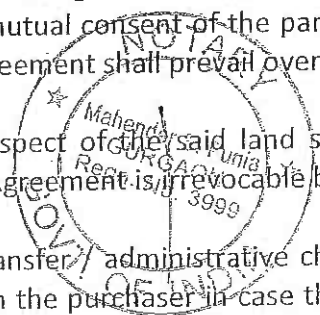
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Deepak Gupta

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owner and developer conclusively thereby binding both the parties for the transaction.

- 31 The maintenance service of the Project will always be vested with the Developer and / or an agency appointed by Developer and the Owner shall be responsible to pay all the charges, which are chargeable by the developer for the maintenance services and / or agreed to be paid to the said agency without any demur.
- 32 The owner shall execute general power of attorney (GPA) in favour of the Developer and/or its agents, nominee of the Developer to enable the Developer to obtain necessary sanctions, permissions, approvals, connections, raw materials etc. and also to enable the developer to discharge its part of obligation under this Collaboration Agreement and to let/sell area of its share.
- 33 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 project sought to be developed, which have been duly seen and examined by Developer.
- 34 The Parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
- 35 It is an integral and essential term of this agreement that the said residential/commercial complex/special economic zones (SEZ) shall be named as decided by the Developer without any objection whatsoever from the Owner.
- 36 That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed areas by and between the parties as mentioned hereinabove.
- 37 That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event, the subsequent agreement shall prevail over this agreement.
- 38 That all original documents in respect of the said land shall be kept with Developer and this Collaboration Agreement is irrevocable by the parties.
- 39 That the Developer will charge transfer/ administrative charges, as may be fixed by it from time to time, from the purchaser in case the Owner sells his share in the super built-up area to third parties. Such transfer/ administrative



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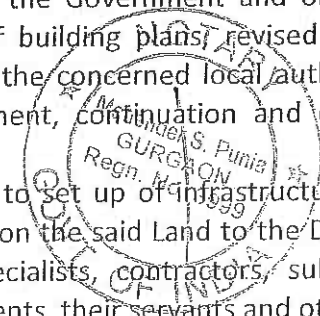
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charges shall also be payable by each subsequent transferee(s) and the Owner undertakes to incorporate this stipulation in the transfer document that may be executed by it while selling/ transferring his share of the super built-up area.

40 **OBLIGATION OF THE OWNERS:**

It is agreed by and between the Parties that the Owners shall have following obligations, including the other conditions specified in the rest part of the agreement, which shall be performed by him at its own cost and expenses:

- a. Once License for development of the said land is granted by the government authorities and also "no objection certificate" (NOC) or permissions to transfer the title of the Said Land in favor of the Developer is issued, the Owner(s) shall be bound to transfer the title of the Said Land by way of sale deeds along with the requisite license for developing the same in favor of the Developer and/or its nominees within 15 days from the date of grant of such No Objection Certificate/ Permissions subject to the condition that the Developer shall simultaneously with the transfer of the said land in its favour, allot the area as agreed by and between both the parties as mentioned herein above, to the Owner by execution of allotment letter / agreement to sell/ Builder Buyer Agreement or any other document in favour of the Owner.
- b. That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions the Developer specifically agrees that it shall not rescind from the terms of this Agreement at any stage and specifically after the grant of License/Permissions. In the event of the Owner backing out or rescinding from this Agreement, besides other rights, the Developer shall be entitled to get the said agreement specifically enforced and claim damages at the risk and cost of the Owner.
- c. To bear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this agreement at its own cost and expenses ;
- d. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- e. To sign, apply for and submit for all permissions and sanctions jointly with the Developer with the Government and or other authorities including the sanction of building plans, revised / modified plans, service plans etc. before the concerned local authorities as may be required for commencement, continuation and completion of the Project.
- f. To permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.



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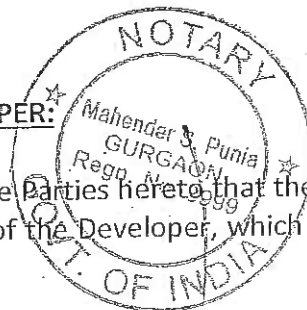
- g. To execute and sign all necessary documents, required by the relevant Government authorities, for smooth execution of the Project including obtaining temporary / permanent electric connection from Electricity Authority/Board, Water connection, Tube well etc. It is understood that by doing so, the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- h. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- i. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favour of Prospective buyers / tenants / Licensees.
- j. To execute and sign all necessary documents of transfer of the developed area/plot/built up units including sale deed or Lease Deed in favour of prospective buyers / tenants / Licensees for transfer of title of the developed area/plot/built up units of the developers share upon completion of the Project.
- k. To defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the Project.
- l. Not to enter into any agreement or arrangement for the development of the said land except the Developers or its nominee/s.
- m. In case of any amount/fees deposited with the Government/any other authority is refunded to the Owner, the same will be returned by the Owner to the Developer, within 30 days of the receipt of the same, and in the event of any delay beyond this period, the Owner will pay interest @12% p. a. on the amount so received.

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OBLIGATIONS OF THE DEVELOPER:

It is agreed by and between the Parties hereto that the following shall be the obligations and responsibility of the Developer, which shall be performed by it at its own cost and expenses:

- a. Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to appropriate authorities, with the approval of Owner, for grant of approval and sanction, to fulfill the objects of this agreement.

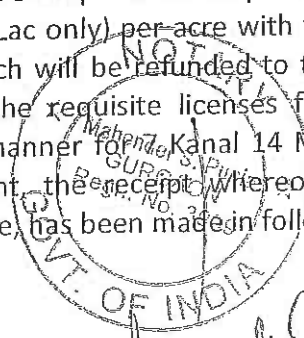


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- b. To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
- c. To develop the Said Land to carry out and manage the constructions for a Residential / Commercial Complex / Special Economic Zones (SEZ) as per the building plans and other approvals as may be issued by the concerned authorities.
- d. To complete the Project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and underground water storage tanks electrical and telephone lines etc.
- e. To market the Project in terms of this Agreement.
- f. To enter into contracts, agreement or arrangements with any person for construction or development of the said project at its own cost.
- g. To discharge, pay and deal with all employees, may be workmen, officials or otherwise who are engaged or working with the said project, directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.
- h. Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow-up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
- i. Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.
- j. To bring in finance for development of the said project in terms of this agreement as and when required for the said Project in time so that the development of the project is not hindered on any account whatsoever particularly for non – availability of finances.
- k. To determine the sale price / lease amount / license fees of the built up units of the said project from time to time.
- l. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers, third parties and / or prospective purchasers / allottees / transferees / Licensors etc.
- m. **SECURITY DEPOSIT:** The Developer shall keep deposited a sum of Rs. 5,00,000 /- (Rupees Five Lac only) per acre with the Owners towards the security deposit, which will be refunded to the Developer when the Developer procure the requisite licenses for the project. The payment to the Owner manner for 7 Kanal 14 Marla at the time of signing of this Agreement, the receipt whereof the Owners have admitted and acknowledge, has been made in following:-



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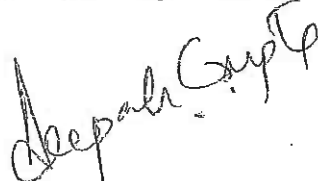
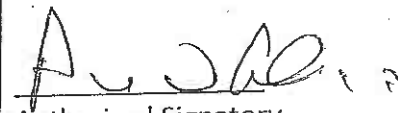

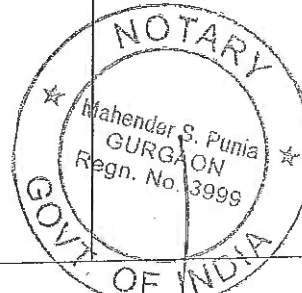
Deepak Gupta

CHEQUES:

S No	Name of the Party	Cheque No and date	Amount (Rs)	Drawn on
1.	S.A. Infracon Pvt Ltd.	000666/05.06.13	79,000/-	Bank of Baroda
2.	Ramprastha Housing Pvt.Ltd.	000667/05.06.13	4,04,000/-	Bank of Baroda

42. That in the event of the dispute or deference between the parties relating to this agreement or any part thereof, the same shall be referred to the sole Arbitrator whose decision shall be final and binding of the parties. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any amendment thereof. The proceedings of arbitration shall be at New Delhi.

IN THE WITNESSES WHEREOF, the parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses :- 1-6-2013 Dated by our *[Signature]* *[Signature]*

Signed and delivered by Ameya Commercial Projects Private Limited  Authorised Signatory	Signed and delivered by within named Ramprastha Housing Private Limited  Authorised Signatory
Signed and delivered by within named S A Infracon Limited  Authorised Signatory	ATTESTED TO BE TRUE COPY MAHENDER S. PUNIA ADVOCATE & NOTARY DISTT. GURGAON (Haryana) India  MAHENDER S. PUNIA ADVOCATE & NOTARY DISTT. GURGAON (Haryana) India ATTESTED

Witnesses: -

1. *[Signature]*
[Signature]
[Signature]

2. *[Signature]*
Vikas Phalke Adv.
Dist Courts Gurgaon



DEVELOPMENT / COLLABORATION AGREEMENT

This agreement of development / collaboration ("Agreement") is made and executed at Gurgaon on this 14th day of October, 2013 by and amongst:

1. M/s Jay Propbuild Private Limited, a company incorporated under companies act 1956, having its registered office at ECE House, 1st Floor, 28, Kasturba Gandhi Marg, New Delhi -110001 through its authorized signatory Shri Kuldeep Yadav S/o Shri Shero Narayan (hereinafter referred to as the "Owners") which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its subsidiary, companies, associates, representatives, successors, liquidators, permitted nominees and assigns.
2. M/s Ameya Commercial Projects Private Limited, a company incorporated under companies act 1956, having its registered office at G-3, Aditya Complex, Plot No-7, Preet Vihar C.C., Delhi-110092 through its authorized signatory Mr. Deepak Gupta (hereinafter referred to as the "Developer") which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its subsidiary, companies, associates, representatives, successors, liquidators, permitted nominees and assigns.

The Owners and the Developer shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Owner is the absolute legal owners, in possession of agricultural land bearing Khata No.177/203 Rect. No.72 Killa No.3/2/2(3-4), 4/2(7-18), 5(8-0), 6(8-0), 7/1(6-18), Rect. No.74 Killa No.10/2(6-4); Total Land 40 Kanals 04 Marla to the

Deficiency Rs. 674900 Received
V.R. No. 23121 Date 14.10.13

For Jay Propbuild Pvt. Ltd.

Authorized Signatory

For AMEYA COMMERCIAL PROJECTS PVT. LTD.

Deepak Gupta
AUTHORISED SIGNATORY

S. R. Gurgaon

Amey Commercial
Projects Pvt Ltd.
-210- 92686

प्रलेख नः 16431

Amount
Purpose/Use
दिनांक 14/10/2013

डीड संबंधी विवरण		11 OCT 2013
डीड का नाम AGREEMENT		
तहसील/सब-तहसील गुडगाँवा	गांव/शहर हयातपुर	
भवन का विवरण		NEAR JALPAIGANJ ROAD, SAON (HP)
भूमि का विवरण		
धन संबंधी विवरण		
राशि 13,500,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये	
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: C.L.Arora, Adv.

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 14/10/2013 दिन सोमवार समय 3:11:00PM बजे श्री/श्रीमती/कुमारी M/s Jay Propbuild Pvt Ltd thru Kuldeep Yadav श्री/श्रीमती/कुमारी निवासी ECE House, 1st Floor, 28 K.G.Marg, New Delhi-110001 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Jay Propbuild Pvt Ltd thru Kuldeep Yadav (OTHER)

उप/संयुक्त पंजीयन अधिकारी

गुडगाँव संयुक्त सब रजिस्ट्रार
गुडगाँव

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Deepak Gupta दावेदार हाजिर है। प्रस्तुत प्रलेख के दृष्टो को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार 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 Sachin Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Naresh Kumar निवासी 829/2, Vichitra Arora, C.A. Arora, पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की।

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

दिनांक 14/10/2013



उप/संयुक्त पंजीयन अधिकारी

गुडगाँव संयुक्त सब रजिस्ट्रार
गुडगाँव

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extent of their share i.e. 09 Kanal 0 Marla (1.125 Acres) situated in revenue estate of Village Hayatpur, Tehsil and District Gurgaon, Haryana vide Fard/Jamabandi for the year 2004-2005 & Mutation No. 3175 (hereinafter referred to as to the "Said Land").

- B. The Developer along with its associates companies contemplate to develop the Said Land into residential colony/commercial complex/ special economic zones (SEZ) etc (hereinafter referred to as the "Project") thereon after obtaining the requisite licenses/ permissions from the concerned authorities and getting plans sanctioned/approved from the competent authority in terms of the conditions set forth hereinafter in this Agreement.
- C. The Owner is not fully equipped to execute and complete the work of development and construction of the proposed residential/commercial complex/special economic zones (SEZ) and has approached the Developer, which is engaged in the development and construction of various type of buildings and is well reputed and experienced in the line of business. Based on the representations of the Developer, the Owner is confident that the Developer is in a position to obtain permission for change of land use/obtain license etc. and shall be able to successfully undertake the Project. to collaborate with them for the execution and completion of the Project on the Said Land.
- D. The Developer has agreed to undertake the execution and completion of Project on the Said Land on the terms and conditions hereinafter appearing.

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

1.1 In this Agreement the expressions set out below have the following meanings:

- (a) AGREEMENT means this Agreement its Schedules, Exhibits, Annexures and includes any amendments or modifications to the same.
- (b) APPROVALS mean approvals in respect of any proposed project or development activity, any consent, approval, permit, license, authority or other permissions required under applicable laws to be issued by any Government Body including but not limited to The Director, Town and Country Planning, Haryana (DTCP) before such project or development activity can lawfully be commenced, marketed and sold. The approvals will be obtained by the DEVELOPER from competent authorities in terms of this Agreement.
- (c) CONTRACTOR would mean & include all persons or companies or partnership firms whether or not related to Developer carrying on any development or construction work, vendors or suppliers of material, machine, equipment for the purpose of construction/development work or any other work, labour or labour contractors, Architects or any other person doing any job for the purpose of developing the Commercial project and/or to carry out construction thereupon.
- (d) DEVELOPMENT/DEVELOPMENT WORK shall only mean work to be done by the Developer more specifically defined in this Agreement. Development shall mean development of residential / commercial complex / special economic zones (SEZ) in the state of Village Hayatpur Tehsil & District Gurgaon, Haryana and other related areas, development of which is to be undertaken by the Developer.

For Jay Propbuild Pvt. Ltd.

Authorised Signatory

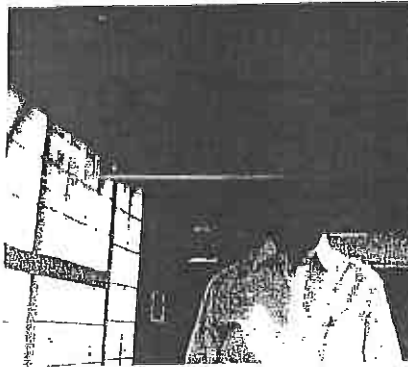
For AMEYA COMMERCIAL PROJECTS PVT. LTD.

AUTHORISED SIGNATORY

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पेशकर्ता




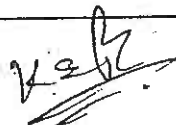



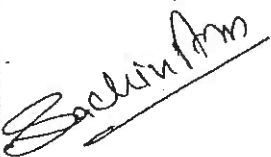


दावेदार

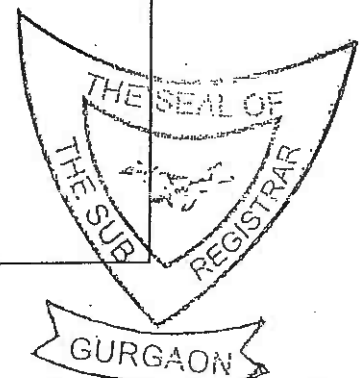
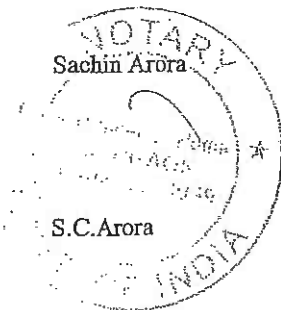


गवाह



उप / सचुक्त पंजीवन अधिकारी

पेशकर्ता	Kuldeep Yadav		
दावेदार	thru:- Deepak Gupta		
गवाह	Sachin Arora		
गवाह	S.C.Arora		



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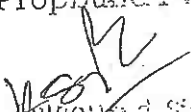
- (e) FORCE MAJEURE shall mean any event beyond the reasonable control of a Party, its contractors and subcontractors including but not limited to war, civil war, armed conflict (whether, in all cases declared or undeclared and including the serious threat of same), invasion and acts of foreign enemies, riots, sabotage, blockades and embargoes, civil unrest, commotion or rebellion, any act or credible threat of terrorism; any act of God, lightning, earthquake, flood, storm, nuclear, chemical or biological contamination or explosion, plague, epidemic; theft, malicious damage, strikes, lock-outs or other industrial action of general application, any act of any authority (including refusal or revocation of a license or consent), compliance with any law or governmental order, rule regulation or direction, shortage of components, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, break-down of transport, telecommunication or electric current as defined in law.
- (f) LAYOUT PLAN shall mean plan prepared by the Architect for the development of the Project on the Property and Sanctioned by The Director Town & Country Planning ("DTCP") or other competent authorities.
- (g) PARTIES mean the DEVELOPER and the OWNERS and PARTY means either of them.
- (h) SANCTIONED PLANS mean layout/zoning/demarcation plan, building plans duly sanctioned by the Competent Authorities so as to enable the development activity to be under taken by the Developer at its cost.
- (i) PROJECT means the development of residential / commercial complex / special economic zones (SEZ) in the state of Village Hayatpur, Tehsil & District Gurgaon, Haryana on the Said Land according to the sizes as approved by DTCP in layout / zoning plan.

1.2 In this Agreement, unless the context otherwise requires:-

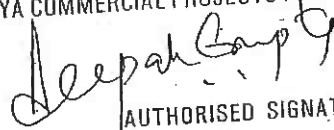
- a. headings are for convenience only and shall not affect interpretation;
- b. words denoting the singular number shall include the plural and vice versa;
- c. words denoting any gender shall include all genders;
- d. words denoting persons shall include bodies of persons and corporations and vice versa;
- e. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- f. References to any Party shall include the party's successors and permitted assigns;
- g. References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
- h. Documents executed pursuant to this Agreement form part of this Agreement;
- i. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- j. Reference in this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
- k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

2. Development

a. The Owners hereby entrust to the Developer exclusively and irrevocably the right of development of the Said land as the Said Project on the terms and conditions herein

For Jay Properties Pvt. Ltd.

Authorised Signatory

For AMEYA COMMERCIAL PROJECTS PVT. LTD.


AUTHORISED SIGNATORY

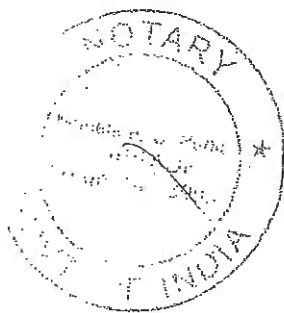
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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 16,431 आज दिनांक 14/10/2013 को बही न: 1 जिल्द न: 13,054 के पृष्ठ न: 106 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,182 के पृष्ठ सख्या 81 से 82 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 14/10/2013

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उप/संयुक्त प्रजीयन अधिकारी
गुडगाँव
संयुक्त सब रजिस्ट्रार
गुडगाँव



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contained and the Developer hereby agrees and undertakes to develop and construct upon the Said Land such structures and buildings as per the approved scheme.

- b. That the Developer shall apply for license/ approvals and shall obtain the LOI/license. The Developer shall provide a copy of all the papers/ documents/ permissions etc. received from the Department from time to time and inform the Owners about the progress made in the commercial project. The architectural control, construction, landscaping, design and form of the entire Project shall vest with the Developer.
- c. The Developer shall complete the construction work within 60 months from the date of sanctioning of building plans from the appropriate authority subject to the force majeure clause of this agreement.

3. Security Deposit

- 3.1 In consideration of the OWNERS granting to the DEVELOPER the right to develop the Said Property, the Developer has agreed to pay Rs.5,00,000/- (Rupees Five Lakhs only) per acre of the Said Land which will be refunded to the Developer as soon as the Developer procure hand over the Owner's share of the developed land. The detail of such payments is as follows:

- 3.2 The above mentioned Security Deposit is being paid to the OWNERS as detailed below and the receipt of which the OWNERS acknowledged by the OWNERS:

Rs.5,62,500/- Cheque No.000969 Dated 10.10.2013 Drawn on Bank of Baroda, Sector-53, Gurgaon

- 3.3 Simultaneous with the execution of this Agreement the OWNERS shall execute and register General Power of Attorney in favour of the Developer and/or its nominee(s) for the furtherance of the terms of this Agreement.

- 3.4 Refund of Security Deposit

The Refundable Security Deposit shall be refunded by the Owners to the Developer simultaneously upon the Developer handing over possession of the Owners' Allocation area in respect of the area developed on the Said Land after obtaining the Occupation Certificate.

4. Owners' Obligations

- 4.1 That the Owner/s assures and declares that he/she/is/they are the absolute owner of the Said Land and is entitled to enter into this Agreement with the Developer. The area, proposed for collaboration i.e. the Said Land, is free from acquisition.

- 4.2 That all the rates, cesses and taxes due and payable in respect of the Said Land up to the handing over of the actual physical possession of the Said Land to the Developer, shall be the exclusive liability of the Owner/s and thereafter the liability in this behalf be shared by the parties in the agreed proportion mentioned herein.

- 4.3 That the Owner has declared and represented to the Developer that the Said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, unauthorized occupation, claim and litigations and acquisition and

For Jay Properties Pvt. Ltd.

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duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner.

- 4.4 That in case the Said Land or any part thereof comprised in and subject matter of this Agreement, declared to be belonging to the Owner, is lost on 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 or on account of any cause or cause whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc. on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Developer and / or intending buyers of whole or part of the build / un-built areas of the Developer's share.
- 4.5 That if there be any claim, demand, litigation of any nature whatsoever against the Owner, then it is a condition of this Agreement that the work of development and / or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever.
- 4.6 That the Owner shall execute General Power of Attorney (GPA) / Special Power of Attorney (SPA) and / or any other document or papers in favour of the Developer or its nominee to enable the Developer to apply for all regulatory approvals, licenses, sanctions and no objections for development of the Said Land and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of the Said Land is required, the Owner/s has to sign the same to enable to Developer to obtain the necessary license/permission and complete the development of the colony on the Said Land.
- 4.7 That the Owner/s further undertake that the Owner shall henceforth keep the Said Land free from any change, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the Said Land.
- 4.8 That the Owners shall furnish documentary proof of their title to the Said Land as and when required by the Developer and/or concerned authorities as may be required from time to time.
- 4.9 That the Owner will assist the Developer to defend and otherwise respect to any proceeding that may be initiated by any person relating to any portion of the Said Land which may be instituted at any time hereafter before any court or any other authority and all costs in regard thereto, shall be solely born by the Owner only. The Owner further confirms to defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the Project.
- 4.10 In case of any amount/fees deposited with the Government/any other authority is refunded to the Owner, the same will be returned by the Owner to the Developer, within 30 days of the receipt of the same, and in the event of any delay beyond this period, the Owner will pay interest @12% p. a. on the amount so received.
- 4.11 That handing over the actual physical possession of the Said Land would deemed to be given by the owner to the Developer for purpose of developing for the purpose of the residential / commercial complex /special economic zones (SEZ) agreed to be developed, to enable the Developer to discharge its part of obligation on the date the Developer obtain approvals/ licenses from the Statutory Authorities.
- For Jay Prakash Pvt. Ltd.

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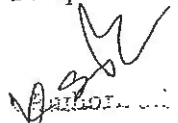
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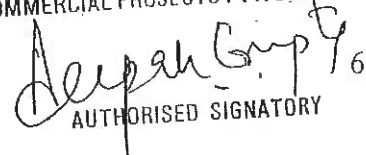
5. Developer's obligation and rights

- 5.1 That the Developer shall develop, construct and complete the development and construction on the Licensed Land (Hereinafter defined) at its own cost and expense after procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities. It is being clarified that the land as approved by the government authorities for the development of residential / commercial complex / special economic zones (SEZ) will be termed as the "Licensed / Licensed Land".
- 5.2 Notwithstanding anything contained in this Agreement, the Developer shall always be entitled to complete all tasks/responsibilities/duties or to develop the Said Land acquired from the Owners or by any entity/contractor/ developer appointed by it in its sole discretion and that the Owners shall if required, shall enter into an agreement with such appointed entity/contractor/developer on the terms and conditions as agreed herein between the Parties.
- 5.3 It is agreed by and between the Parties hereto that the Developer, shall at its own cost and expenses do the following:
- Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to appropriate authorities, with the approval of Owner, for grant of approval and sanction, to fulfill the objects of this agreement.
 - To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
 - To develop the Said Land to carry out and manage the constructions for a Residential / Commercial Complex / Special Economic Zones (SEZ) as per the building plans and other approvals as may be issued by the concerned authorities.
 - To complete the Project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and underground water storage tanks electrical and telephone lines etc.
 - To market the Project in terms of this Agreement.
 - To enter into contracts, agreement or arrangements with any person for construction or development of the said project at its own cost.
 - To discharge, pay and deal with all employees, may be workmen, officials or otherwise who are engaged or working with the said project, directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.
 - Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow-up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
 - Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.

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- j. To bring in finance for development of the said project in terms of this agreement as and when required for the said Project in time so that the development of the project is not hindered on any account whatsoever particularly for non – availability of finances.
 - k. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers, third parties and / or prospective purchasers / allottees / transferees / Licensors etc.

The Owners undertake to assist the Developer or any such entitle appointed by the Developer for obtaining any approval, licenses from the Government authority/ies individually or jointly with the other land owners if the Developer or such appointed entity think desirable and financially viable for developing the land (s) for such projects as mutually agreed by both the Parties to this Agreement alongwith other land owners, if any, adjacent to the land (s) owned by the Owner of this Agreement.

- 5.4 That the Developer shall procure at its own cost and expense all licenses, approvals, sanctions etc wherever required for development on the Said Land All expenses towards scrutiny fee and any other charges, fee etc. payable to the concerned authorities shall be paid by the Developer only. However, the Owner will be liable to pay the amount of applicable external development charges (EDC) and internal development charges (IDC) on the Owner's share of Licensed Land allocated / allotted by the Developer in accordance with terms of this Agreement.

- 5.5 That it is agreed between the Parties that in lieu of the Owner's providing of his land free of cost to the Developer, the Developer shall Complete the construction within 60 months from the date of sanction of building plans from the Government of Haryana or such extended period, if any, as may be mutually agreed between the parties excepting as a result of earthquake, lightening or any order or notification or any action by Government or any Statutory Authority or Court's order which prevents the progress of the construction or by reason of war or enemy action or act of God or for any reason beyond the control of the developer, in such case the developer shall be entitled to a reasonable of time for completing the said building and shall apply for necessary occupation 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 multi-storeyed /residential/commercial complex it is the condition of this agreement that after obtaining license and the required permissions from the concerned authorities for the multi-storeyed/ residential/commercial complex, the owner/or his nominee or his legal heirs will not cancel or back out from this agreement under any circumstances. In such eventuality the Developer besides his other rights will be entitled to get the said agreement fulfilled through a suit for specific performance at the cost and risk of the owner. The possession of owner's share in the proposed multi-storeyed /residential/commercial complex would be delivered to the owner within the specified period of 60 months.

- 5.6 The Developer further agrees and assures that the Developer will apply license for the entire area/acres mentioned in this Agreement.

- 5.7 That entire amount required for the cost of construction of the Complex 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

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conditioning facilities and fire-fighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly to the account of the Developer.

- 5.8 That the Developer shall complete the construction of the proposed building within period of 60 months from the date of sanction of building plans from the Government of Haryana subject to force majeure circumstances as mentioned in this Agreement.
- 5.9 That the Developer shall commence and complete the development of the said residential / commercial complex / special economic zones (SEZ) by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the residential / commercial complex / special economic zones (SEZ) in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work. That the Developer is fully empowered and entitled to assign agreement in favour of any third party with prior consent of the Owner.
- 5.10 That the Developer shall be entitled to and become owner of the remaining/balance licensed salable area and other common facilities and amenities in respect of the other land after leaving Owner's Share of Licensed Land. The entire remaining area including licensed salable area and common facilities and amenities shall vest with the Developer in consideration of the Developer, developing the entire land into residential / commercial complex / special economic zones (SEZ) / Township over the Said Land.
- 5.11 The Developer agrees and acknowledges that the structures currently existing on the said land are the property of the Owner and any monies accruing from the demolition of the same shall be the sole property of the Owner.
- 5.12 The Developer agrees and confirms that any inter se disputes between the Developer and other land owners shall not affect the execution and performance of its obligations under this Agreement.
- 5.13 The Developer agrees and confirms that the Developer shall not deviate substantially from the Building Plans and Standards and Specifications without prior written consent of the Owner. The Developer further confirms that it shall not undertake any deviations from the building plans which are non compoundable under the Applicable law.
- 5.14 The Developer agrees that the balance Developed/Licensed Area, after Owners share, in the said project shall go and will be owned and retained by the Developer in lieu of and consideration of the development of the said area and the Developer shall become exclusive owner of the share of the Developer and only Developer shall have the right to develop the said land for the purposes other than residential such as commercial/special-economic-zone etc. The Owner shall be the owner of only his share of Licensed Land. The common area of the project such as roads, services, community sites and other structures will be owned/ controlled by the Developer.
- 5.15 The Developer, on the basis of GPA, shall be entitled to book the plots/residential or commercial units and or enter into agreement to sell with third parties, to execute deeds of conveyances of such saleable area and various units of the said project in such part(s) as shall be required. Further Developer shall join and confirm such sale by executing all and every transfer document/deed in favour of the transferees. The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees. The Owners shall execute further GPA in Developer or its nominee favour such that developer shall be fully entitled to sell its share of the unsold area and receive consideration directly in its name. The Owners however, at all times shall co-operate for such purpose and shall execute any

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further documents to effectively and legally transfer and convey developer's unsold area in third party favour.

6. Consideration

- 6.1 That the consideration to be given by the Developer to the Owner in respect of the rights which are to be of the Developer shall be the construction (free of cost to the Owner) of the Owner's allocation. The construction of the Owner's allocation shall be carried out by the Developer at the cost of the Developer and the same shall belong to the Owner, it being clearly understood and agreed that even in the course of construction of owner's allocation, at all stages of construction shall be and is always intended to be property belonging to the owner without the Owner being required or liable to pay the Developer any amount towards the cost of consideration of the owner's allocation. All future EDC/IDC charges have to be borne by the Developer.
- 6.2 That it is further agreed between the Owners and Developer that in lieu of the Developer agreeing to develop the Said Land for residential / commercial complex / special economic zones (SEZ) and agreeing to obtain the licenses at its own cost and expenses and in consideration of the deposit to be made by the Developer to the Owners, the Parties hereto have agreed to share the developed /built up area in the said project in the following manner.

Developer's share	65% of the entire built up area on all floors in equal proportion and proportionate land area of the said multistoried /residential/ commercial complex and basement with proportionate rights in the land underneath.
Owner's share	35% of the entire built up area on all floors in equal proportion and proportionate Land area of the said multi-storeyed /residential /commercial complex and basement with Proportionate rights in the land underneath. (Here-in-after to be referred to as the "Owner's Share of Licensed Land").

- 6.3 The Owners shall get Owner's Share of Licensed Area allowed, permitted and granted in respect of his land in the project only in the area earmarked in sanctioned plan of the project for residential purpose only, irrespective of the fact that owner's land as mentioned in this Agreement, falls in other user of the land or the Said Land of the Owner is used for any other purpose than residential (such as Commercial/Special Economic Zone) in the project. The Owner shall have no claim, right or title and interest in respect of any other developed area granted or allowed in respect of other land of other Land Owners, which is simultaneously developed by the builder/Developer in the said Complex/Township colony.

7 RIGHT TO MARKET AND SELL

- 7.1 Subject to the terms and conditions set out herein the Parties shall be free to dispose of their respective shares in any manner it deem fit. The Parties agree that they shall, uniform documentation for the disposal of their respective share.

The Developer agrees undertakes and agrees that it shall execute, all and any documents executed by the Owner with its prospective customers including Buyers Agreement, letter of allotment, sale deed etc, as and when required.

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- 7.2 The Parties shall be entitled absolutely to their unsold respective areas and shall be at liberty to sell, transfer or deal therewith in any manner they deem fit and proper without any interference, right, claim or interest thereon whatsoever of the other subject, however to the general restrictions for mutual advantage inherent in the Project. The Parties shall be at liberty to enter into agreements for sale of its share of Licensed Area save that the Parties shall adopt the same covenants in its agreement with the Unit owners, at least insofar as the same relates to common portions, common expenses and other matters of common interest.

8. Taxes, Costs and Expenses

- 8.1 That the Developer shall pay and bear all costs and expenses relating to the project and shall regularly pay all taxes, cesses and levies payable for the Said Land and building from the date of the commencement of development as and when the same become due, till the Project completion/ grant of occupation certificate or the execution of sale deeds, as the case may be.
- 8.2 The Developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbour or any other person shall be borne by the Developer and the Owner shall be absolved of and indemnified by the developer of any financial or other liability in this regard.

9. Miscellaneous

- 9.1 The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said residential / commercial complex / special economic zones (SEZ) and / or booking and sale of Developer's share of developed, built or un-built areas of the Project. However, if any defect is pointed out in the development while the work is in the progress by the owner, the same will be removed and rectified by the Developer.
- 9.2 It is agreed between the Parties that the possession of the Said Land once delivered/handed over to the Developer for the purpose of aforementioned project, the Developer shall not be disturbed nor any interference caused by the Owner till the Project is complete. It is clarified that the ownership in the said land shall continue to vest exclusively in the owner and the Developer shall not be entitled to claim any right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided hereinafter which the ownership in the property shall be of both the parties as per their respective shares.
- 9.3 The Developer shall rectify defects in the development or in the material utilized or to be used promptly as may be intimated to it in writing during the course of development. In the event of any difference of opinion in this respect, the decision of the architect of the project will be final.
- 9.4 The Developer and the Owner shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts, subject to provisions of this Agreement. The Parties shall be entitled to enter into any agreement to sell / lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favour of such purchaser. The Owner shall also join hands in executing the documents in favour of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect

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title in favour of such purchaser. All receipts shall be issued for and on behalf of the owner and developer conclusively thereby binding both the parties for the transaction.

- 9.5 The maintenance service of the Project will always be vested with the Developer and / or an agency appointed by Developer and the Owner shall be responsible to pay all the charges, which are chargeable by the developer for the maintenance services and / or agreed to be paid to the said agency without any demur.
- 9.6 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 project sought to be developed, which have been duly seen and examined by Developer.
- 9.7 It is agreed and understood by the Developer that the ownership of the said land has not been transferred by way of this Agreement and the Developer has thus agreed not create any charge on the said Land or on the units of the Owner's share. Developer may choose to raise finance for the Project on its own or from its affiliates.

Notwithstanding anything contained in the Agreement, Developer understands and agrees that the Owner will not be obliged to execute any document of whatsoever nature, description or import which may be required by any financial institution or third party to provide loans/ finance facilities to the Developer in respect of the Project.

- 9.8 The Parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
- 9.9 It is an integral and essential term of this agreement that the said residential/commercial complex/special economic zones (SEZ) shall be named as decided by the Developer without any objection whatsoever from the Owner.
- 9.10 That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed areas by and between the parties as mentioned hereinabove.
- 9.11 That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event, the subsequent agreement shall prevail over this agreement.
- 9.12 That all original documents in respect of the said land shall remain with the Owner and whenever the same are required to be presented before any authority, the Owner confirms that the Owner will facilitate in doing so.
- 9.13 That the Developer will charge transfer/ administrative charges, other than the first transfer, as may be fixed by it from time to time, from the purchaser in case the Owner sells his share in the super built-up area to third parties. Such transfer/ administrative charges shall also be payable by each subsequent transferee(s) and the Owner undertakes to incorporate this stipulation in the transfer document that may be executed by it while selling/ transferring his share of the super built-up area.
- 9.14 It has been agreed between the Parties that once License for development of the said land is granted by the government authorities and also "no objection certificate"

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Deepak Singh
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(NOC) or permissions to transfer the title of the Said Land in favor of the Developer is issued, the Owner(s) shall transfer the title of the Said Land by way of sale deeds along with the requisite license in favor of the Developer and/or its nominees within 15 days from the date on which all the above conditions are fulfilled subject to the condition that the Developer shall simultaneously with the transfer of the said land in its favour, allot the area as agreed by and between both the parties as mentioned herein above, to the Owner by execution of allotment letter / agreement to sell/ Builder Buyer Agreement or any other document in favour of the Owner.

- 9.15 That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions the Developer specifically agrees that it shall not rescind from the terms of this Agreement at any stage and specifically after the grant of License/Permissions. In the event of the Owner backing out or rescinding from this Agreement, besides other rights, the Developer shall be entitled to get the said agreement specifically enforced.
- 9.16 The Owner will sign, apply for and submit for all permissions and sanctions jointly with the Developer with the Government and or other authorities including the sanction of building plans, revised / modified plans, service plans etc. before the concerned local authorities as may be required for commencement, continuation and completion of the Project.
- 9.17 The Parties agree that the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel are allowed to set up of infrastructure, site office etc. and free access upon the said Land to the Developer, The Parties agree that the Parties will execute and sign all necessary documents, required by the relevant Government authorities, for smooth execution of the Project including obtaining temporary / permanent electric connection from Electricity Authority/Board, Water connection, Tube well etc. It is understood that by doing so, the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.

10. INDEMNIFICATION

- 10.1 Each of the parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.
- 10.2 The Owner and the Developer shall mutually indemnify and keep the other indemnified from and against any liability on account of income-tax, wealth tax or other tax liability.

11. **ARBITRATION** Pvt. Ltd.
For Jay Properties
[Signature]
Authorised Signatory

For AMEYA COMMERCIAL PROJECTS PVT. LTD.

[Signature]
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11.1 All disputes and differences which may arise between the parties hereto and which cannot be settled amicably with regard to the construction, meaning and effect of this Agreement or any part thereof or in any way related to or pertaining thereto shall be resolved by having recourse to arbitration with two Arbitrators, one appointed by each of the party who shall further appoint an umpire/Presiding Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award made by such Arbitral Tribunal shall be final and binding on the parties hereto and this Agreement shall deemed to be a submission to Arbitration within the meaning of the said Act including any statutory modification and / or re-enactments thereof from time to time.

11.2 The venue of arbitration shall be Gurgaon and the jurisdiction will be of the courts in Gurgaon. It is further agreed that the Arbitral Tribunal, if deemed necessary by them, be extended from time to time for making the award and the parties hereto specially consent and agree and confer on the arbitrators the right and power to extend the period of making the award as aforesaid.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties. It sets forth all intended rights and obligations and supersedes any and all previous agreements, correspondence and understanding between them with respect to the subject matter hereof.

13. 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.

14. Severability

If 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.

15. Modification

- i) 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.
- ii) Parties state and affirm that they have prior to and at the time of entering into this Agreement made needful disclosure of all material facts and circumstances known to it in respect of the subject matter of the Agreement, which is likely to influence the conduct or decision of the parties towards execution of this Agreement and both the parties have fully satisfied themselves in this regard.
- iii) Parties shall not do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents are cancelled, terminated or otherwise jeopardized.

For Jay

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- iv) The parties shall not do any act, deed, matter or thing whereby or by means whereof the licence and/or approval granted by any authority for the development of the Said Land is or may be or likely to be cancelled, terminated or otherwise made invalid and inoperative.
 - v) The parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or central laws or terms of licence, Haryana Apartment Ownership Act for the development of the Said Land.

16. COUNTERPART

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

17. NOTICES

That all notices, letters shall be sent through registered post acknowledgement to the other Party at the address first given above or at such duly notified changed address.

IN THE WITNESSES WHEREOF, the parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses:

<p>Signed and delivered by Ameya Commercial Projects Private Limited For AMEYA COMMERCIAL PROJECTS PVT. LTD.</p> <p><i>Deepak Singh</i> AUTHORISED SIGNATORY</p> <p>_____ Authorised Signatory</p>	<p>Signed and delivered by within named Jay Propbuild Private Limited</p> <p><i>V. S. Bhat</i> Authorised Signatory</p> <p>_____ Authorised Signatory</p>
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Witnesses: -

1. *Sachin*

2. *S. G. Arora*

S. G. Arora
Advocate

S. G. Arora
District Courts, Gurgaon



TESTED TO BE TRUE COPY
MAHENDER S. PONIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India

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Annexure-"A"

SCHEDULE OF LAND

ALL THAT the land bearing:-

Khewet/khata No.177/203 Rect. No.72 Killa No.3/2/2(3-4), 4/2(7-18), 5(8-0), 6(8-0), 7/1(6-18), Rect. No.74 Killa No.10/2(6-4), Total Land 40 Kanals 04 Marla to the extent of their share i.e. 09 Kanal 0 Marla (1.125 Acres) situated in revenue estate of Village Hayatpur, Tehsil and District Gurgaon, Haryana vide Fard/Jamabandi for the year 2004-2005 & Mutation No. 3175

For Jay Propbuild Pvt. Ltd.
Authorized Signatory

For AMEYA COMMERCIAL PROJECTS PVT. LTD.
Authorized Signatory



ATTESTED TO BE TRUE COPY
MAHENDER S. PUNIA
ADVOCATE & NOTARY
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