



हरियाणा HARYANA

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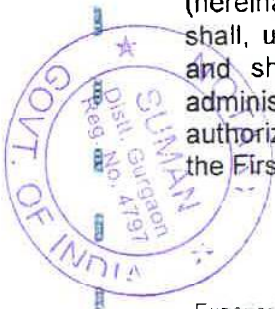


878
Date - 11.9.2013 / 47205
YONDA - VIKAS SHARMA
COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ('AGREEMENT') is made at Gurgaon on this 11th day of September, 2013.

BY AND BETWEEN

Experion Developers Private Limited, a company incorporated and registered under the Companies Act, 1956 and having its registered office at F-9, First Floor, Manish Plaza-1, Plot No. 7, Sector-10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Developer" or "First Party" which expression shall, unless it be repugnant to the subject, meaning or context thereof, mean and shall be deemed to mean and include its successors-in-interest and administrators) acting through its Authorised Signatory Mr. Arvind Lamba duly authorized to execute this Agreement vide board resolution dated 05.10.2012 of the First Part;



Experion Developers Pvt. Ltd.

AND

Joyal Buildtech Private Limited
Director/Authorised Signatory

Joyal Buildtech Private Limited
Director/Authorised Signatory

ATTESTED TO BE TRUE COPY
Authorised Signatory/Director

SUMAN, Advocate
NOTARY, GURGAON

11 SEP 2013

Reg. No.

13,878

Reg. Year

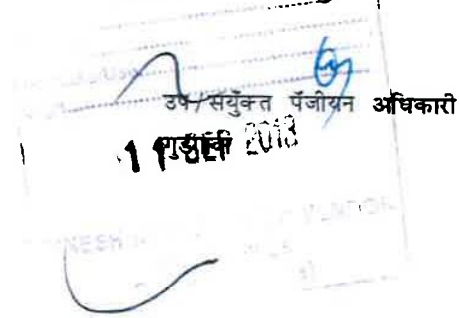
2013-2014

Book No.

Journal, Buildtoun tal Bg
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 Call abration Agg wity
 Bopann Bannan tal Bg
 प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13,878 आज दिनांक 12/09/2013 को बही न: 1 जिल्द न: 13,051 के पृष्ठ न: 64 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,123 के पृष्ठ सख्या 98 से 101 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अतिरिक्त सामने किये हैं।

दिनांक 12/09/2013



Revenue Department Haryana

HARIS-EX

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 NOTARY, GURGAON

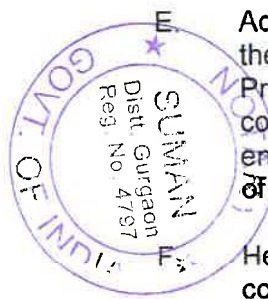
11 SEP 2013

Jovial Buildtech Private Limited, a company incorporated under the Companies Act 1956, having its registered office at WZ-991, Rani Bagh, Delhi-110034 (hereinafter referred to as the "**Second Party**" which expression shall, unless it be repugnant to the subject, meaning or context thereof, mean and shall be deemed to mean and include its successors-in-interest and administrators) acting through its director Mr. Pankaj duly authorized to execute this Agreement vide board resolution dated 22.08.2013 of the Second Party;

The "**Developer**"/"**First Party**" and the "**Second Party**" are hereinafter individually referred to as "**Party**", and collectively as "**Parties**", as the case may be.

WHEREAS:

- A. The First Party is, inter alia, engaged in the business of construction and development of construction - development projects including, but not limited to, hotels, resorts, commercial, residential premises, townships and malls in India.
- B. The Second Party is the absolute owner of 1.05277 acres of developable land in residential zone situated in revenue estate of Village Chauma, Tehsil & District Gurgaon ("Land"). The details and description of the Land are provided in Schedule 1 attached herewith.
- C. The First Party and Second Party together with others, wish to collaborate for the construction - development of the Land (along with the land of the others) into a group housing residential colony ("Project") and to apply to Director General, Town & Country Planning, Government of Haryana, ("DGTCP"), for grant of licence / permission for the Project ("**License**") and to comply with the rules and regulations of the DGTCP and the terms and conditions of the License and any other direction issued by the Government Authorities (as defined hereunder) from time to time.
- D. The Parties desire that the Developer shall develop the Project and for this purpose, the Second Party intends to grant the Development Rights (as defined hereunder) pertaining to the Land to the Developer.



E. Accordingly, the First Party shall develop and construct the Project in terms of the License to be granted by DGTCP and other approvals necessary for the Project and will be accountable / answerable to the DGTCP for all compliances of the terms and conditions of the License and other agreements entered into between the Developer and Governmental Authorities in respect of the Project.

Hence, the Parties are now entering into this Agreement to capture their commercial understanding in relation to the Project.

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Experion Developers Pvt. Ltd.

SUMAN,
NOTARY.

Advocate
Authorised Signatory/Director

11 SEP 2013

Jovial Buildtech Private Limited

Director/ Authorised Signatory

प्रलेख नः 13878


दिनांक 12/09/2013

<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर चौमा
भवन का विवरण	
भूमि का विवरण	
<u>धन संबंधी विवरण</u>	
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: N.S.Dhariwal Adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 12/09/2013 दिन गुरुवार समय 2:48:00PM बजे श्री/श्रीमती/कुमारी Jovial Buildtech Pvt.Ltd. thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी WZ-991 Rani Bagh Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री Jovial Buildtech Pvt.Ltd. thru Pankaj Dhar

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Arvind Lamba 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 Mahesh K Chaudhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. GGN व श्री/श्रीमती/कुमारी S.C. Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. GGN ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 12/09/2013



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NOTARY, GURGAON


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS

In this Agreement, unless repugnant to or contrary to the context, the following terms, when capitalized, shall have the same meanings ascribed herein in this Clause 1 ; when not capitalized, such words shall be attributed their ordinary meaning:

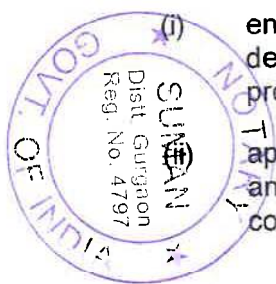
"Act" shall mean The Haryana Development and Regulation of Urban Areas Act, 1975.

"Agreement" shall mean this Agreement including all its attachments, recitals, annexures, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement, in accordance with the provisions of this Agreement;

"Applicable Law" shall mean the laws of India as relevant to the Parties, the Project and the Land and shall include all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/ or of any statutory authority, whether in effect on the date of this Agreement or thereafter;

"Developer" shall mean the First Party, which shall be accountable to the Governmental Authorities for satisfactory implementation and execution of the Project and which will comply with the terms and conditions of the License;

"Development Rights" shall mean all the rights for development granted under any license to develop or change of land use or any consent/ permission of a similar nature granted by the concerned Governmental Authority and inter-alia include the following development, construction and marketing rights, with respect to the Land:



(i) enter upon and take possession of the Land for the purpose of developing the Project or any other commercial and/ or residential project;

apply to the relevant Governmental Authority for obtaining sanction and/ or modification of the layout plans and architectural plans in connection with the execution of any project contemplated in (i) above;

Expertion Developers Pvt. Ltd.

Joyal Builders Private Limited

Director/Authorized Signatory

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NOTARY, GURGAON

11 SEP 2013



पेशकर्ता



दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी



पेशकर्ता	Pankaj		
दावेदार	Arvind Lamba		
गवाह	Mahesh K. Chauhan		
गवाह			

- (iii) make necessary applications and/ or revise, modify, renew or amend applications on behalf of the Second Party , under any Applicable Law, as may be required;
- (iv) get the plans of the proposed buildings to be constructed on the Land prepared and sanctioned in accordance with the rules and regulations of the Governmental Authority for their approval and sanction and make applications and/ or revise or modify applications for the change of user of the Land;
- (v) appoint architects, surveyors, engineers, contractors, consultants and other Person (s) with respect to the development;
- (vi) make applications to the concerned Governmental Authority for obtaining water and electricity connection and permits for cement, steel, sewerage, internet, phone line, gas pipe and other controlled building materials, if any;
- (vii) file applications, declarations, certificates and submit information, as may be required under the Applicable Law, before the Department for Town and Country Planning, Haryana and/ or other statutory authorities, on behalf of the Second Party;
- (viii) demolish any existing structures on the Land and to level the same;
- (ix) construct buildings, including residential units, villas, office premises, sheds, warehouses and the like and to sell and/ or lease out the same and/ or transfer the same in any manner whatsoever under the brand name of the Developer;
- (x) subdivide the Land or portion thereof into plots;
- (xi) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines and equipments;
- (xii) manage, directly or indirectly, the Land and the property and facilities constructed upon it;



(xiii) acquire floor space index as is known currently or by whatever name it may be called in future ("FSI") and use the same for the purpose of development of any project contemplated in (i) above and all benefits, whether present or future, arising out of the Land, including but not limited to the FSI arising out of the Land;

(xiv) sell, mortgage, lease, transfer, licence, etc. the premises and/ or the buildings constructed and/ or portions thereof and to enter into agreements in this regard, at the Developer's sole discretion, on

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NOTARY PUBLIC
Authorized Signatory/Director

Jovial Buildtech Private Limited
Director/ Authorized Signatory

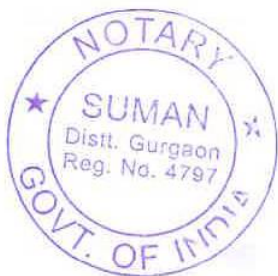
11 SEP 2013

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13,878 आज दिनांक 12/09/2013 को बही न: 1 जिल्द न: 13,051 के पृष्ठ न: 64 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,123 के पृष्ठ सख्या 98 से 101 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 12/09/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा



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NOTARY, GURGAON

behalf of the Second Party and for Developer's own benefit in any manner Developer may deem fit and proper;

- (xv) file objection(s) against land acquisition and/ or any land acquisition proceedings by any Governmental Authorities and institute any writ/ petition for compensation etc. in the court of law and receive compensation thereof or settle the same in any manner;
- (xvi) enter into collaboration agreement/ joint venture for development of the Land with any Third Party;
- (xvii) receive sale consideration, i.e. to say receive all the monies payable by the prospective purchaser(s) on allotments of developed plots and/ or built up areas and on execution of the pre-sale agreements and other documentation, of the built up areas;
- (xviii) right to enter into agreements, as may be required, in connection with any of the aforesaid rights and obtain registration of such agreement and
- (ix) accept the service of any writ of summons or other legal process or notice and to appear and represent the Second Party before any court, judicial magistrate, tribunal or any Governmental Authority in connection with any portion of the Land, to commence or file suits, legal actions or other proceedings in any court, before any judicial magistrate, tribunal or any Governmental Authority for partition of the Land, removal of any encroachment on the Land, the recovery of possession over the Land, for enforcement of title to the Land and/ or to sign, execute, deliver or file all necessary vakalatnamas, warrants, claims, complaints, orders, applications, affidavits and/ or other documents, papers and writings.

"Encumbrances" shall mean any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement for the purpose of, or which has the effect of, granting security, or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"First Party Share" shall have the same meaning as ascribed to such expression in Clause 2(b) of this Agreement;

Experion Developers Pvt. Ltd.

Global Buildtech Private Limited

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Authorised Signatory/Director

Director Authorised Signatory

SUMAN Advocate
NOTARY, GURGAON

10.1.2013



"Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including the Director General Town and Country Planning, Haryana and any other municipal/ local authority having jurisdiction over the Land and **"Governmental Authorities"** shall be construed accordingly;

"Land" shall have the same meaning as ascribed to such expression in Recital B of this Agreement;

"Second Party Share" shall have the same meaning as ascribed to such expression in Clause 2(a) of this Agreement;

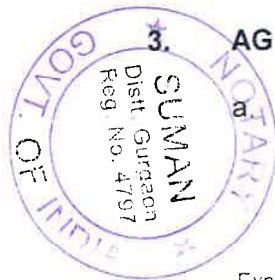
"Person" shall mean any individual, sole proprietorship, unincorporated association, body corporate, company, corporation, partnership, joint venture, trust, any Governmental Authority or any other entity or organization under Applicable Law;

"Project" shall have the meaning ascribed to it in Recital 'C' hereinbefore;

"Third Party" shall mean any Person that is not a signatory to this Agreement.

2. COMMERCIAL TERMS

- a. In consideration of its promises and obligations set out hereinafter, the Second Party shall be entitled to receive the sum of Rs.12,00,16,667/- upon completion of the Project ("**Second Party Share**").
- b. All revenue proceeds received from the Project developed on the Land and its maintenance shall be retained by the First Party ("**First Party Share**"). The First Party shall be entitled to adjust all the outstanding amounts due from the Second Party from the amount payable to the Second Party.



3. AGREEMENT FOR DEVELOPMENT

In accordance with terms of this Agreement and in consideration of the Second Party Share, the Second Party hereby grants the Development Rights with respect to the Land to the First Party so as to carry out the Development of the Project.

Exporion Developers Pvt. Ltd.

Joyal Builders Private Limited

Director/ Authorised Signatory

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NOTARY, GURGAON

17 SEP 2013



- b. The Second Party agrees that the Development Rights will automatically, irrevocably and unconditionally vest in the First Party, without the requirement of execution of any further deed or document, upon issuance of License by the appropriate Governmental Authority.
- c. The Second Party agrees and undertakes, whenever called upon by the First Party, to execute such documents including general power of attorney necessary for giving full effect to the purpose and intent of this Agreement. The general power of attorney executed by the Second Party in favor of the First Party shall be irrevocable in nature.
- d. The Second Party shall render to the First Party every reasonable assistance necessary to apply for and / or to obtain permissions/ approvals for the Project and agrees to do all such acts, as may be required by the First Party from time to time, to carry out the purpose of this Agreement.
- e. The Second Party hereby authorizes, appoints and nominates the authorized signatory of the First Party to execute, sign, verify and submit any document including *inter alia* the signing and execution of agreements, application forms, Form 37(1), affidavits and undertakings before any Governmental/ statutory authorities and / or any court (s) / tribunals established by law, and agrees to do all all acts, deeds, matters and things as may be required by the First Party, which are necessary and / or incidental to the development of the Land or to carry out the purpose of this Agreement.
- f. The Parties agree that nothing contained herein shall mean or be deemed to mean or be or otherwise construed as being delivery of possession in part performance of any agreement to sell under Section 53-A of the Transfer of Property Act, 1882 for the time being in force in respect of the Land.
- g. The Parties shall cooperate in good faith with each other for the purposes of this Agreement.
- h. The First Party shall provide such reports as may be reasonably required by the Second Party from time to time in relation to the Project.

NO THIRD PARTY RIGHTS

On signing of this Agreement, the Second Party shall not approach or engage in discussions with any Third Party, or entertain any Third Party

Experion Developers Pvt. Ltd

Jovial Buildtech Private Limited

ATTESTED TO BE TRUE

 Authorised Signatory/Director
 SUMAN, Advocate
 NOTARY, GURGAON


 Director Authorised Signatory



and/ or enter into any agreement with any Third Party for any purpose concerning the Land including its development.

5. REPRESENTATIONS AND WARRANTIES

The First Party and the Second Party hereby represent and warrant to each other as under:

- a. They are companies duly incorporated and validly existing under Applicable Law; and
- b. They have all requisite corporate power and authority and to the best of their knowledge have all the applicable governmental approvals, if any, required to execute and implement this Agreement; and
- c. The execution, delivery and performance by them of this Agreement and any other documents under or pursuant to or in connection with the transaction contemplated by this Agreement and the compliance by them of the terms and conditions thereof do not and will not:
 - i. contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality to which they are subject; or
 - ii. conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which they are a party or by which they or any of their property or assets are bound or to which they may be subject; or
 - iii. violate any provision of their memorandum and articles of association or any other similar constitutional documents; and
- d. There are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to them, which could reasonably be expected to:



Expertion Developers Pvt. Ltd

[Signature]
Signature/Director

Jovial Buildtech Private Limited

[Signature]
Director/ Authorised Signatory

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SUMAN, Advocate
NOTARY GURGAON

6 JULY SEP 2013



- e. This Agreement and any other documents executed by them under or pursuant to or in connection with the transaction contemplated by this Agreement constitute a valid and binding obligation enforceable against them in accordance with their terms; and
- f. There is no litigation pending or threatened to which they are a party that, if adversely determined, would have a material adverse effect on their financial condition or prospects or business or their ability to perform their obligations under this Agreement.

6. INDEMNITY

Without prejudice to any other specific right or remedy available to either of the Parties hereunder, in law or at equity, each Party agree to indemnify, defend and hold the other and/ or its affiliates, directors, officers, representatives, employees and agents (collectively, the "**Indemnified Persons**") harmless from and against any and all losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses, reasonable attorney fees or the like which may be suffered or incurred by any of the Indemnified Persons, as a result of any breach or failure of performance by the defaulting Party of any term hereof, its representations or obligations hereunder.

7. ASSIGNMENT

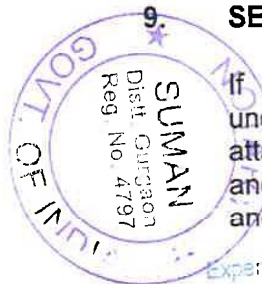
Neither Party shall have the right to assign this Agreement to any Third Party.

8. GOVERNING LAW AND JURISDICTION

- a. This Agreement shall be governed by and interpreted and construed in accordance with laws of India.
- b. Subject to Clause 12 (Settlement of Disputes), the courts at Delhi shall have the exclusive jurisdiction in relation to any matter concerning this Agreement.

9. SEVERABILITY

If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.



Experion Developers Pvt. Ltd.

[Signature]
Authorised Signatory/Director

Jovial Buildtech Private Limited

[Signature]
Director/ Authorised Signatory

ATTESTED TO

BE TRUE COPY

11 SEP 2013

SUMAN, Advocate
NOTARY GURUGRAM



10. RIGHTS OF THIRD PARTIES

Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto, any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

11. NOTICES

- a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, in the English language, sent to the addresses of the Parties given below. The notice shall be deemed to have been delivered or made – (i) when dispatched through courier, with postage prepaid and properly addressed, upon the expiry of two (2) days after dispatch, (ii) when dispatched through fax, upon receipt of a transmission report confirming dispatch by fax.
- b. The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any notice to be given under or in connection with this Agreement is:

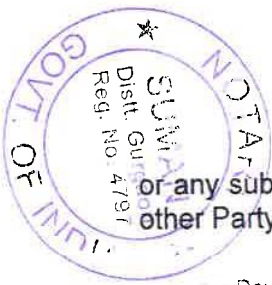
Developer:

Name : Experion Developers Pvt. Ltd.
Address : First India Place, 1st Floor,
Block-B, Sushant Lok-1,
MG Road, Gurgaon-122002
Attention : Mr. Rakesh Kaul/Mr. Hirdesh Bedi
Telephone : 0124-4422630
Fax : 0124-4422659

Second Party:

Name : Jovial Buildtech Pvt. Ltd.
Address : WZ-991, Rani Bagh,
Delhi-110034
Attention : Mr. A. K. Kaul
Telephone :
Fax :

or any substitute address or department or officer as any Party may notify to the other Party by not less than five days' notice.



Experion Developers Pvt. Ltd.

Jovial Buildtech Private Limited
[Signature]
Director/ Authorised Signatory

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SUMAN, Advocate
NOTARY, GURGAON

11 SEP 2013



12. SETTLEMENT OF DISPUTES

- a. In the event of any dispute(s) or difference(s) and/or claim(s) between the Parties arising out of this Agreement or in relation thereto, during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision(s) of this Agreement or regarding any question(s) arising out of this Agreement, including the question as to whether the termination of this Agreement by one Party has been legitimate or otherwise (each being a "Dispute"), the Parties shall endeavor to settle such Dispute amicably.
- b. In the event no amicable resolution or settlement of the Dispute is reached between the Parties within a period of *thirty (30)* days from the date of notice being served by either Party upon the other that a Dispute has arisen, such Dispute shall be referred to the arbitration by a sole arbitrator to be appointed by the First Party.
- c. The Second Party understands, agrees and hereby confirms that it shall not raise any objection as to the fairness of such arbitrator on the grounds that such arbitrator is nominated by the First Party or is First Party's employee, consultant or advocate or otherwise connected to it and the Second Party further confirms that any such objection, if taken, shall be ignored and treated as null and void.
- d. The existence of any Dispute or the initiation or continuance of any arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement.
- e. The arbitration proceedings shall be held as per the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The governing law of arbitration shall be Indian law.



The arbitration award shall be final and binding upon the Parties hereto.

The arbitrator shall be entitled to give interim awards and directions which shall be binding on the Parties.

The language of arbitration shall be English. The venue of arbitration proceedings shall be Delhi.

Export Developers Pvt. Ltd

Joyal Buildtech Private Limited

Director/ Authorised Signatory

ATTESTED TO BE TRUE COPY
Authorised Signatory/Director

SUMAN, Advocate
NOTARY, GURGAON

7 SEP 2013



- i. Nothing shall preclude a Party to this Agreement from seeking interim or injunctive relief or both, from a court having competent jurisdiction to grant the same.

13. WAIVER

No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power or remedy under this Agreement by any Party shall preclude any further exercise thereof or the exercise of any other right, power or remedy by that Party. Without limiting the foregoing, no waiver by any Party of any breach by other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or breach of any other provision hereof.

14. BINDING NATURE OF THE AGREEMENT

The Parties agree that this Agreement shall be a legally binding document enforceable against them and is irrevocable in nature.

15. SPECIFIC PERFORMANCE

This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of any of the Developer.

16. NO PARTNERSHIP

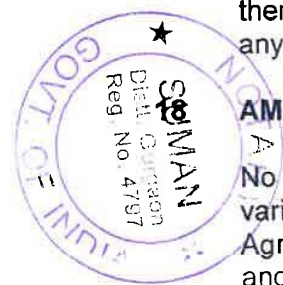
Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Developer and the Second Party.

17. INDEPENDENT RIGHTS

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice any other rights of the Parties, whether under this Agreement or otherwise.

AMENDMENTS

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party. Provided, however, that the Agreement can be modified only with the prior written approval of the DGTCP and not otherwise.



Empire Developers Pvt. Ltd.

Jovial Buildtech Private Limited

[Signature]
Director Authorized Signatory

ATTESTED TO BE TRUE COPY
[Signature]
Authorized Signatory/Director

SUMAN, Advocate
NOTARY, GURGAON



19 COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

20 EXPENSES

- (a) Any statutory charge payable on this Agreement shall be borne by the First Party;
- (b) Any taxes payable by either Party on account of the contemplated transactions shall be borne by each Party hereto, to the extent that such Party is statutorily obliged to make such payments; and
- (c) Other than as mentioned above, each Party shall bear its respective costs, fees and expenses incurred in connection with the transactions contemplated herein.

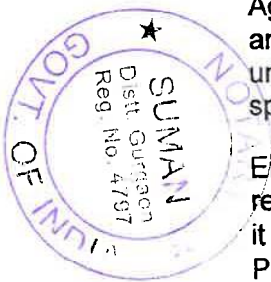
21 REASONABLE COMMERCIAL EFFORTS

Subject to the terms and conditions of this Agreement, each Party shall use its reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law to consummate the transactions contemplated herein. Each Party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other lawful actions as may be necessary or desirable in order to consummate or implement expeditiously such transactions in the interest of the Project.

22 CONFIDENTIALITY

Either Party undertakes that it will not (save as required by Applicable Law or any Governmental Authority) make any announcement in connection with the transactions contemplated under this Agreement or the terms of this Agreement unless the other shall have given its consent to such announcement and the contents thereof (which consent may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be subject to conditions).

Either Party undertakes to the other that it will not, and will procure that its respective officers, employees, agents, subsidiaries and other Persons which it controls and the respective officers, employees and agents of each such Person will not, use or divulge to any Person, or publish or disclose or permit to be published or disclosed, any secret or confidential



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SUMAN, Advocate
NOTARY, GURGAON

Excluded Partners Pvt. Ltd.

Jovial Buildtech Private Limited

Director/Authorised Signatory



information relating to the other which it has received or obtained, or may receive or obtain (whether or not, in the case of documents, they are marked as confidential).

The obligations provided for herein shall not apply to:

- (a) the disclosure of information which the recipient can reasonably demonstrate is in the public domain through no fault of its own;
- (b) the disclosure of information to the extent so required by Applicable Law or any Governmental Authority, when the Party concerned shall, if practicable, supply an advance copy of the required disclosure to the other and incorporate any additions or amendments reasonably requested by the other Party;

For purposes of this provision, "**information**" includes, without limitation, the following:

- (a) information concerning the business, affairs or property of any of the Parties or any business, property or transaction in which any of the Parties may be or may have been concerned or interested; and
- (b) information on and of the terms of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement through their authorized representatives after careful reading of the terms and with full knowledge of its implications.

For the First Party
Expon Developers Pvt. Ltd.


Authorised Signatory/Director
Authorised Signatory

NIHAL SINGH NIHAL
Advocate, Gurgaon

Witness by:


Mahesh K. Chauhan
Advocate, Gurgaon

For the Second Party
Jovial Buildtech Private Limited


Director/ Authorised Signatory
Authorised Signatory

Witness by:


S. C. Arora
Advocate
District Courts, Gurgaon



11 SEP 2013

ATTESTED TO BE TRUE COPY

SUMAN Advocate
NOTARY, GURGAON



Schedule 1

Details and description of the Land & its Owner

Detail of Land Owned by : Jovial Buildtech Private Limited
WZ-991, Rani Bagh, Delhi-110034
Owner vide Registered Sale Deeds
And Revenue record Mutations

Village	Tehsil & District	Rect. No.	Kila No.	Area		
				Kanal	Marla	Sarsai
Chauma	Gurgaon	44	12/1	0	3	2
			12/2/1/1	0	5	2
			13	8	0	0
Total				8	8	4

For the **First Party**
Experion Developers Pvt. Ltd.


Authorised Signatory/Director
Authorised Signatory

For the **Second Party**
Jovial Buildtech Private Limited


Director/ Authorised Signatory
Authorised Signatory



11 SEP 2019

ATTESTED TO BE TRUE COPY

SUMAN, Advocate
NOTARY, GURGAON

