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भारत INDIA
INDIA NON JUDICIAL

फरिदाबाद FARIDABAD

COLLABORATION AGREEMENT

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THIS AGREEMENT OF COLLABORATION (hereinafter referred to as the Agreement) is executed at Faridabad on this..... Day of..... 2015.

BY AND BETWEEN

M/s. Ashutosh Infra Pvt. Ltd., a company incorporated and registered under the provisions of Companies Act, 1956 and having its Registered office at 501 (Fifth Floor) Aggarwal Corporate Heights, Netaji Subhasan Palace, District Center Wazirpur, New Delhi-110034, acting through its Director, Mr. S. K. Mittal who has been empowered to execute this Agreement vide Board Resolution dated 01.06.2015 hereinafter called the "Owner" (which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

AND

M/s. PEBBLE CONSULTANTS (P) Ltd, a company incorporated and registered under the provisions of the [Companies Act, 1956], having its registered office at 370/B, Model Town, Newwara, through its director, Mr. Kapil Garg duly authorized vide Board Resolution dated 02.06.2015 hereinafter called the "Developer" (which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns) the party of the SECOND PART.

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[Signature]
DIRECTOR

[Signature]

Both the Owner and the Developer are collectively referred to as the "Parties" and individually referred to as the "Party".

The certified true copies of respective resolutions dated 06.2015 passed in favour of Mr. S. K. Mittal by the Owner and Mr. Kapil Garg by the Developer are annexed herewith as Annexure-1.

WHEREAS:

- A. Owner is the lawful owner and is in possession of piece and parcel of land bearing Rectangle No.56, Killa no.24/2(3-1), 25/1(3-15), Rectangle No.212, Killa no.2/2(0-10), Rectangle No.65, Killa no.4/2(3-5), 5/1(3-5) admeasuring 13 Kanals 16 Marlas (1.725 acres) situated in revenue estate of Agronda, Sector-12, Tehsil and District Faridabad, Haryana, hereinafter referred as the 'Project Land'.
- B. Owner had submitted an application for grant of license to Directorate of Town and Country Planning, Haryana for development of a commercial colony ("Commercial Colony") over the Project Land. Accordingly, the Owner was issued the Letter of Intent bearing Memo No. SDP(II)-LC-2174/2009/8587 dated 21/08/2009 by Directorate of Town and Country Planning, Haryana, Chandigarh (attached herewith as Annexure 2) stating the terms, conditions and obligations to be completed by the Owner.
- C. Owner has complied with the terms and conditions stated in the said Letter of Intent and pursuant thereto a License bearing No. 62 of 2009 dated 3.11.2009 ("License") was granted by Directorate of Town And Country Planning, Haryana, Chandigarh to the OWNER (attached herewith as Annexure 3) for development of the Commercial Colony over the Project Land.
- D. Bank guarantees required to be furnished to Town and Country Planning Department, Haryana, Chandigarh for the purpose of obtaining the aforesaid License have been furnished by the Owner from its own resources.
- E. Owner has represented that the Project Land is free from any charges, liens, mortgage, encumbrances, litigations, notifications, etc. and the Owner has a perfect and legal title for commercial development and sale of the Project Land and is fully entitled in law to deal with the same.
- F. Developer has represented to the Owner that the Developer is engaged in the business of promotion, development and construction

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DIRECTOR

For Public Investments (P) Ltd.


Authorized Signatory


of buildings/complexes and it holds sufficient expertise and has got adequate resources to accept the development of the Commercial Colony on collaboration basis over the Project Land.

- G. Each Party relying upon the representations of the other for their mutual benefits, are desirous of entering into this Agreement for recording the understanding and arrangement arrived at between them regarding the Commercial Colony, development of the same including their respective obligations, rights, entitlements, roles and responsibilities with respect to the Project Land.
- H. Developer has agreed to undertake the construction and development of the Project Land on the terms and conditions hereinafter mentioned.

THIS COLLABORATION AGREEMENT FURTHER WITNESS AS FOLLOWS

1. That the subject matter of this Agreement between the Owner and the Developer is the said land admeasuring 13 Kanals 16 Marfaas (1.725 acres) situated in revenue estate of Ajfonda, Sector-12, Tehsil and District Faridabad, Haryana ("Project Land") for utilizing it for construction, development and Sale of the same (to the extent of the Developer's Allocation as defined hereinafter) as the Commercial Colony by the Developer.
2. The Owner in consideration of the amount as specified in clause 14 herein and the services to be provided by the Developer under this Agreement, hereby grants, transfers and assigns rights to the Developer to undertake the development, construction, promotion, marketing, sale, lease (lease rights of the project as per clause 25 of this Agreement) and implementation of the Commercial Colony (to the extent of the Developer's Allocation as defined hereinafter) on the Project Land in terms of this Agreement. The Owner further grants the Developer the license to enter upon the Project Land upon the execution of this Agreement to build the Commercial Colony in accordance with the permissions, sanctions and approvals, plans etc. duly sanctioned/to be sanctioned by the concerned authorities.
3. That the Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned, in the matter for obtaining the requisite permissions including the permission for sale, marketing, sanctions and approvals for raising of construction on the Project Land of the proposed Commercial Colony in accordance with applicable laws, rules,

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DIRECTOR

For Director 

Approved/Authorized

statute, guidelines, bye-laws, zoning plans/layout plans subsequent to execution of this Agreement as soon as possible after the date of execution of this Agreement at its own costs and expenses. It is clarified that the Developer shall have absolute rights to make appropriate application(s) before any concerned authority for obtaining requisite permissions, sanctions, sanctions of plans and/or revised plans and approvals.

4. That the Developer undertakes to construct and develop the said Commercial Colony at its own cost and expense and with its own resources after procuring/ obtaining the requisite permissions, sanctions and approvals of all competent authorities. The Developer shall also obtain environmental clearance and all other sanctions, permissions etc. The Developer represents that it is capable to secure all the requisite permissions, sanctions and approvals of all competent authorities. The Owner has in accordance with the terms and conditions herein, vested in the Developer the authority of the Owner as may be necessary for obtaining the requisite permissions, sanctions and approvals for development, construction and completion of the proposed Commercial Colony on the Project Land. All cost and expenses involved in and for obtaining clearances, permissions, approvals or sanctions from the concerned authorities, except the ones agreed to be shared as per ratio of allocations and provided here after, as well as raising of construction shall be incurred and paid solely by the Developer.

5.

That the Developer shall proceed to have suitable design, layout, model and/or plans prepared for the proposed Commercial Colony at its cost and expense in accordance with the building bye-laws as applicable on the Project Land or as may be prescribed by the concerned authorities with the development on the Project Land from time to time and get them approved / sanctioned from the competent authority (s). The building plans for the proposed Commercial Colony shall be in accordance and conformity with the Zoning Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed (applicable pertaining to the said Project Land as may be in force in the area. This is to record that licence from DGTCP is already for 1.75 FAR. The building plans for the said Commercial Colony shall be filed for permission to construct the maximum permissible covered area in the Project Land and shall be got sanctioned by the Developer as soon as possible after the execution of this Agreement. The permissible FAR is likely to be increased by the concerned Authority. The Developer shall submit the plans for sanction of increased FAR and obtain such sanction within 18 months from the

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DIRECTOR

For Public

DIRECTOR

date of this agreement. The statutory fees and expenses incurred in such sanction, licenses/permissions, revised plans etc. shall be borne by the parties on pro rata basis excluding Labour Cess which shall be borne only by the Developer. The loss, if any, incurred with regard to the existing sanction/ construction, in getting approval of revised FAR, the same will be born by the parties in the ratio of their respective shares as mentioned hereinafter. If such sanction for increased FAR is not granted within 18 months or the revised sanctioned plans for the construction as per increased FAR are not sanctioned by the concerned/appropriate Authority for any reason whatsoever, the Developer shall proceed with and complete construction/development as per the existing permissible FAR of 1.75. It is however made clear that the developers shall construct only upto the extended/revised FAR of 3.00 and no more.

6. That the entire amount required for raising of construction of the said Commercial Colony including the charges and fees of the architect (s), preparation of plans as also all statutory fees and other charges incidentals including but not limited to electricity and water, security charges, labour cess, any type of renewal charges for approvals obtained, payable to the government and/or any other authority for the provision of peripheral or external services to the Project Land / Commercial Colony including firefighting equipment / arrangements, as may be prescribed by the concerned authority shall be wholly to the account of the Developer except fees payable for renewal of license, which shall be payable by the Parties in the ratio of their allocation in the Project. All expenses involved in and for obtaining clearances, permissions or sanctions from the concerned authorities as well as raising of construction connecting the Commercial Colony with all kinds of amenities, services, facilities, utilities basic infrastructure facilities which includes lighting, generator sets, potable water, lifts, landscaping, and power backup, sewerage and drainage, etc., except the ones agreed to be shared as per ratio of allocations and provided herein, shall be incurred and paid by the Developer.

7. That it is clarified that the besides the entire amount required to be incurred for raising of construction of the said Commercial Colony, the charges and fees of the architect(s), consultants, engineers etc. as also all other statutory fees, cesses charges incidentals including electricity, water and sewerage connections charges, security charges, sewerage treatment plant, electricity sub-station cost, sanction of electricity load for the Commercial Colony, laying of lines for this purpose, any type of construction/sanction related charges, statutory charges, service tax, fees, levies, cesses etc. payable to the government and/or any other authority including firefighting equipment / arrangements, as may be prescribed by the concerned authority shall be wholly to the account of the Developer.

DEVELOPER PROPERTY LTD

DIRECTOR

THE PRINCIPAL MANAGER (P) LTD

MANAGER

8. That in case Directorate of Town and Country Planning, Haryana permits sanction of additional FAR (Floor Area Ratio) over the Project Land, in that event expenses towards Govt. Fee payable in relation to such increase in additional FAR shall be incurred by the Parties in the same ratio as provided hereinafter for allocation of areas in the Commercial Colony. The Developer shall commence develop and construct such additional FAR (provided the sanction of the same is received within 18 months from the date hereof and otherwise not) at its own cost and expense except for the Govt. charges for the increase in the FAR. The additional area constructed against increased floor area ratio shall also be divided between the Owner and the Developer in the same ratio as provided herein for allocation of areas in the Commercial Colony.
9. That statutory charges, expenses and fee payable for license renewal and licence transfer charges, if any, shall be pro-rata incurred by the Parties in the same ratio as provided hereinafter for allocation of areas in the Commercial Colony.
10. That the Commercial Colony to be constructed and developed by the Developer shall have the same specifications and shall be constructed by utilizing/ using same quality materials for allocation of both the parties in the entire building.
11. That this Agreement shall grant development and constructions rights to the Developer to build upon the said Project Land proposed Commercial Colony in accordance with the terms of this Agreement and all the applicable laws, rules, regulations, bye-laws etc. and the right to eventually dispose of the whole of its share in the built up area of the said Commercial Colony as provided herein with proportionate share in the land underneath the said Commercial Colony, parking spaces in accordance with the terms of this Agreement as also the right to use the common areas and common facilities (hereinafter called the "Developer's allocation").
12. The Owner shall grant an irrevocable registered general power of attorney ("Power of Attorney") to the Developer for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction on the Project Land. The Power of Attorney shall also authorize the Developer to discharge its part of the obligations under this Agreement and to let out / sell its share of constructed portions in the developed Commercial Colony. The Power of Attorney shall also authorize the Developer to exercise all rights under this Agreement. However, the powers conferred by virtue of Power of Attorney shall be exercised strictly in accordance with terms and conditions

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DIRECTOR


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incorporated in this Agreement as well as in the Power of Attorney itself. It is clarified that save and except as provided under this Agreement, the Power of Attorney shall not create any title and/or interest of the Developer in the Project Land/Commercial Colony in excess of proportionate share of the developer. Further while exercising any power under the Power of Attorney, the Developer shall ensure that no financial implications shall arise on the Owner. The Developer shall also submit to the Owner certified true copies of all the documents executed by it pursuant to the Power of Attorney. The validity of the Power of Attorney shall be co-terminus with this Agreement. The Attorney shall also keep fully indemnified the owner for any loss or damage incurred by the Owner due to any action taken by the Attorney pursuant to the said Power of Attorney.

13. That the construction of the Owner's allocation shall be carried out by the Developer using the same quality material at the cost of Developer and the same shall belong to the Owner.

14. That the Developer is proceeding to pay a sum of Rs. 4,00,00,000/- (Rupees Four crores only) towards non refundable amount to the Owner against the expenses incurred by the owner in respect of licence fee etc in the following manner :-

- (i) Rs. 30,50,000/- (Rs. Thirty Lacs Fifty thousand only) vide cheque bearing No. 648342 dated 26.03.2015 drawn on SBOP, NFC.
- (ii) Rs. 20,50,000/- (Rs. Twenty Lacs Fifty Thousand only) vide cheque bearing No. 648343 dated 26.03.2015 drawn on SBOP, NFC.
- (iii) Rs. 50,00,000/- (Rs. Fifty Lacs only) vide cheque bearing No. 648355 dated 03.06.2015 drawn on State Bank Of Patiala, NFC.
- (iv) Rs. 50,00,000/- (Rs. Fifty Lacs only) vide cheque bearing No. 648360 dated 06.06.2015 drawn on State Bank Of Patiala, NFC, New Delhi-65
- (v) Rs. 2,45,00,000/- (Rs. Two Crore Forty five Lacs Only) vide cheque bearing No. 789336, dated 24/06/2015 drawn on OBC, Narwana.
- (vi) Rs. 4,00,000/- (Rs. Four Lacs Only) TDS

15. That it is specifically agreed and understood between the Parties that the entire amount referred above, paid by the Developer to the Owner shall be entirely of non-refundable character. In no event shall the Developer be entitled to seek recovery of the aforesaid amount except on account of any title defect or dispute over the Project Land.

(b) That it is agreed between the parties that the internal / external development charges, infrastructure development charges, enhancement of EDC/DC shall be incurred by the Parties in

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DIRECTOR

For: P. S. SINGH



20/06/2015

the same ratio as provided hereinafter for allocation of areas in the Commercial Colony. As regards the payments towards the internal / external development charges, infrastructure development charges already made by the Owner as evidenced by the receipts, the Developer has agreed to pay a total amount of Rs. 2,38,00,000/- (Rupees Two Crore Thirty Eight Lakhs only) to the Owner by 30.06.2015 in the following manner -

Rs. 2,35,62,000/- (Rs. Two crore Thirty Five Lacs Sixty Two Thousand Only) vide cheque bearing No. 789334 dated 24.06.2015, drawn on OBC Narwana.
Rs. 2,38,000/- (Rs. Two Lacs Thirty Eight Thousand Only) TDS

However, it is clearly understood that whenever the parties shall sell their respective share in the built-up area, they shall be entitled to receive payments towards EDC/IDC from the prospective buyers of the built-up area of their respective share.

- (ii) That any other statutory fees and expenses, except charges for map/plan sanctioning as may be leviable by the Director General of Town & Country Planning shall be incurred by the Parties in the same ratio as provided hereinafter for allocation of areas in the Commercial Colony.

16. Subject to payment of the amount as mentioned in clause 14 hereinabove, the Owner shall handover symbolic possession of the Project Land to the Developer solely for the development, construction, sale, lease and promotion of the same in terms of the present agreement. The Developer for the purpose of promotion, development and construction of the Commercial Colony shall be entitled to undertake construction, have its site office, store materials, house labour and do all such acts, deeds and things as may be necessary and essential to achieve the objective of this Agreement.
17. That the Developer shall not be entitled to enter into any transaction of sale and purchase on the basis of General Power of Attorney referred to above till sanction of building plans and receipt of the amount as mentioned under clause 14 hereinabove by the Owner. The Developer shall not be entitled to do any act, deed or thing which directly / impliedly results in violation, infringement or breach of any rule, law, bylaw or departmental guideline directive etc.
18. That the Developer shall start the development work and shall complete the development of the Commercial Colony within a period of 36 months from the date of obtaining of environmental clearance.

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For Director



and all other requisite sanctions, permissions etc, from the concerned statutory authority required for the construction of the Project Land. The period to be computed from last pre-requisite sanction/permission/clearance received, from the concerned statutory authority. The Developer shall adhere to the sanctioned building plans or revised building plans. Any deviations, violations, and/or breach of sanctioned building plans by the Developer shall be at Developer's own risks and costs. The Developer shall obtain environmental clearance from the concerned authority within reasonable period from the date of execution of this Agreement. In case the Developer is unable to complete the construction of the Commercial Colony within the period of 36 months, it shall be entitled to avail a grace period of six months.

19. FORCE MAJEURE

If the performance of either Party to this Agreement or of any obligation hereunder is prevented by reason of force majeure such as:

- i. War, revolution, blockade or the like; or
- ii. Any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government; or
- iii. Any other event beyond the reasonable control of the Parties affected.

Then the Parties so affected shall upon giving prior written notice to the other be excused from such performance to the extent that such cause prevents, restricts or interferes with it provided that it shall use its best endeavor to avoid or remove such cause of non-performance hereunder whenever such causes are removed.

Upon such prevention, restriction or interference as aforesaid arising the Parties shall meet forthwith to discuss what modifications (if any) may be required to the terms of this Agreement in order to arrive at an equitable solution.

Duty to Report: The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party.

- (a) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) working days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable

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DIRECTOR


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material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

- (b) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required and such other information as the other Party may reasonably request the Affected Party to provide.
- (c) Excuse from performance of obligations: If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that

The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.

The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and

When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

If the non-completion of the Commercial Colony is the result of earthquake, lightning or any order or notification of the Government or order passed by court of competent jurisdiction restraining development and any of the above prevents the progress/completion of construction, the Developer shall be entitled to reasonable extension of time for completing the Commercial Colony as mutually agreed between the Parties in writing. It is clarified that if any order or notification of the Government or order passed by court of competent jurisdiction restraining development of the Project Land is caused due to any reasons attributable to any Party, such party shall be liable for all consequences, losses, damages, costs etc. that may be caused to the other Party not at fault and/or the Commercial Colony.

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DIRECTOR

[Signature]
[Signature]

20. That the Developer shall abide by all the terms and conditions incorporated in this Agreement, all the applicable laws, rules, regulations, bye-laws, departmental guidelines/directions etc. The Owner or its nominees will not cancel or back out and/or withdraw from this Agreement under any circumstances (save and except Force Majeure Event) during the period of subsistence of this Agreement. In such eventuality, the Developer, besides its other rights, will be entitled to get the said Agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the Owner.
21. That the Developer shall ensure that no infractions / violations of any statute / byelaw are committed by it which can invite institution of any proceedings/prosecution against the Owner. The Developer will abide by and adhere to the terms and conditions of the licensed/approvals/permissions for construction of the Commercial Colony on the Project Land.
22. In case the Parties commits breach of any of the conditions of the License or approvals, including the terms recorded in this Agreement, the parties shall in addition to the consequences as stipulated in the other clauses herein be liable for all the consequences, losses, damages, and costs that may be caused to the other party and shall indemnify for all such losses, damages, cost, claims (including third party claims) that the other party might suffer on this account.
23. That 36.25% (thirty six and Quarter percent) of the saleable built up area of the Commercial Colony together with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said Commercial Colony as also in common areas and common facilities shall belong to and be owned by the Owner (hereinafter referred to as 'Owner's allocation') and the remaining 63.75% (sixty three and three quarter percent) saleable built up area of the said Commercial Colony together with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said Commercial Colony as also in the common areas and common facilities (hereinafter referred to as the 'Developer's allocation') shall fall to the share of the Developer in consideration of the obligations undertaken by it under these presents and shall belong to and be owned by the Developer.

a. Developer Share	63.75%
b. Owner Share	36.25%

24. That the Owner and Developer shall mutually decide the sharing of total built up area of the said Commercial Colony. The

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DIRECTOR

The Project Consultant (P.C.)



apportionment of built up space shall be done proportionately floor wise or as may be mutually agreed between the Parties. The allocation of areas shall be equitably made by the Parties in an amicable manner. In case the Parties failed to arrive at an amicable consensus, in that event the Owner shall be first entitled to exclusively decide the allocation of area equivalent to fifty percent of its total allocation on each floor in the Commercial Colony followed by the Developer who shall also similarly proceed to identify and choose the location of 50% of its total allocation in the Commercial Colony floor wise. Thereafter, the Parties shall proceed to apportion the remaining area amicably. In the event the remaining area is not apportioned amicably between the Parties, the decision of the Owner shall be final.

25. That the Parties have agreed that any increase or decrease in the area allotted to any Party shall be suitably adjusted inter-se between the Parties at the time of actual measurement on completion of the said Commercial Colony.

26. That it is understood and agreed between the Parties that the Commercial Colony shall be run as a Mall/Shopping Complex and/or for other commercial activities of reputed brands of the latest and/or popular products/services and for achieving that aim, the built up commercial space shall be either sold or leased out only to selective reputed and popular brand-owning companies/firms/individuals. The Developer shall have the exclusive rights to enter into lease-agreements, term-sheets, MOU or other leasing related agreement/deed etc. for the entire development with such reputed brand-owners/companies/ organizations at such terms and conditions as may be deemed appropriate by the Developer and in conformity to the preferential location of the built-up area both for itself and on behalf of the Owner's share as well. It is clarified that the Owner shall have the exclusive rights to enter into lease-agreements, term-sheets, MOU or other leasing related agreement/deed etc. of the office spaces constructed above 5th floor of the Project Allocation only with respect to Owner's Allocation. The Owner shall have all the Ownership rights in respect of its allocated share of the built up area except the right to lease the premises and/or to decide/choose the nature of commercial activity/business to be carried out in the said area within the said development, which right shall be exclusively held with the Developer and the Owner shall be able to sell his allocation in the built up area subject to the above right of the Developer. However, in case the units comprised in the Owner's Allocation of the Commercial Colony are not leased by the Developer within 6 (Six) months of the Occupancy Certificate, the Owner shall be at liberty to lease the same on its own and the Developer shall be

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DIRECTOR

Dr. T. S. Srinivasan



left with no right to deal/lease the said area. The Owner shall have all the Ownership rights in respect of its allocated share of the built up area. The amount received by Developer in consideration for lease of Owner's Allocation shall be received by the Developer in the name of and on behalf of the Owner and the Developer shall to deposit the same in the bank account of the owner within 7 days from the receipt thereof.

27. Subject to Clause 26 above, the Developer shall be entitled to suitably market the entire built-up space in the Commercial Colony and all the marketing, promotional and/or advertising expenses for the entire Commercial Colony shall be borne by Developer. The charges towards the brokerage/commission for sale/leasing of area in the Commercial Colony shall be borne by respective Party for their respective allocation. In case of collective sale/leasing, the said charges shall be borne in the ratio of respective area of the Parties comprised in such collective sale/leasing.

28. That in case floor area ratio (FAR) is increased under the rules and regulations of Haryana State within a period of 18 months from the date of commencement of the construction, the Developer shall also apply for increase in the FAR or shall vigorously pursue the same and all the additional expenses except labour cess and the statutory fee pertaining to the increased floor area shall be jointly incurred by the Developer and the Owner in the space sharing ratio. The external development charges, infrastructure development charges, etc. in respect of increased floor area ratio shall be pro rata (Developer Share 63.75% and owner share 36.25%) borne by the Parties in proportionate to their allocation of areas in the Commercial Colony. However, if the State Government does not increase the FAR for any property in the area during the above mentioned period of 18 months, the construction of the Commercial Colony shall continue without waiting for any possible increase in the FAR thereafter.

29. The Developer shall obtain the Occupancy Certificate upon completion of construction from the concerned statutory authority for the Commercial Colony. The cost and expenses for obtaining the Occupancy certificate shall be paid and borne by the Developer. That the Developer, subject to applicable laws / regulations/rules/bye laws, shall be at liberty to obtain booking of any area forming part of its allocation or to accept any money from general public to the extent of its allocation. The Parties have further agreed that they shall be entitled to retain or sell or transfer out of their respective shares of the built up area as detailed above, any units or spaces in the said

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Commercial Colony to be put up at the said Project Land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town and Country Planning Department, Haryana or any other authority concerned with the matter. Each Party shall be liable to discharge all liabilities towards its customers/lessee and no liability on this account shall be passed on to the other Party. However, the Developer shall alone be liable to the customers of the Commercial Colony with respect to the construction related issues. Notwithstanding any provision of this Agreement, the Developer shall execute sale deed/lease deed (as per lease deed clause 26)/conveyance deed for units comprised in Developer's Allocation and handover possession of the same. It is specifically agreed and understood between the Parties that the permission and authority granted by the Owner to the Developer is subject to its getting the plans, layout and drawings sanctioned / approved by the competent authority. Further the Developer shall be liable to discharge all liabilities towards its customers/lessee and no liability on this account shall be passed on to the Owner.

30. That the Parties shall not be entitled to register any sale deed / Lease Deed or to deliver physical possession of any part of its allocation or deal with its allocation in the Commercial Colony till such time the Developer has obtained the occupation certificate from the concerned statutory authority for the Commercial Colony.
31. That the consideration to be given by the Developer to the Owner in respect of rights which are to vest in the Developer under this Agreement shall be the expenditure on construction of the Owner's allocation at Developer's cost and expenses as well as the non-refundable amount of Rs. 4,00,00,000/- (Rs. Four Crore only) paid by the Developer to the Owner as per clause 14 above. The construction of Owner's Allocation shall be carried out by the Developer at the cost of the Developer and the same shall belong exclusively to the Owner.
32. That all rates, cesses, and other taxes due and payable in respect of the Project Land up to the date of execution of this Agreement shall be the exclusive liability of the Owner and thereafter the liability in this behalf shall be shared by the Parties to the agreed proportion of their respective allocations in the Project Land. Further, all cess, taxes/service tax, value added tax, levies, and charges etc. relating to construction and development of the Commercial Colony and/or arising out of or in relation to the rights granted by the Owner to the Developer herein shall be paid by the Developer. Any service tax/VAT or other applicable taxes payable on allocation of the

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DIRECTOR

THE TOWN AND COUNTRY PLANNING DEPARTMENT
HARYANA
Gurgaon

Owner's Allocation shall be paid and borne by the Developer only on account of construction activity.

33. That the Owner covenants with the Developer that it shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department,aryana and for such other concerned authority with the matter and further the Owner shall also within a week of request from the Developer sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Commercial Colony and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owner which will adversely affect its ownership rights in the said Project Land.
34. That the Developer shall be liable to deliver formal possession of Owner's allocation duly built up and free from encumbrances as well subject to the rights of the Developer to exclusively market and/or lease out the units comprised in the Commercial Colony and forming part of the Owners Allocation in terms of Clause 26 of this Agreement
35. That the Owner undertakes to constitute the Developer through its authorized signatory Mr. Kapil Garg as its lawful attorney, as and when so required, by a separate document including a Special Power of Attorney for submitting applications to the various authorities, requisitions, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said Commercial Colony and for sale and transfer of Developer's allocation in the Commercial Colony and for all purposes mentioned in this Agreement and in the Power of Attorney, approved by the Parties hereto. The Developer shall ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred to the Owner in respect of its allocation subject to the terms and conditions agreed under the present agreement.
36. That the Developer agrees in its capacity as a Developer in terms of this Agreement and as attorney for the Owner in terms of this Agreement not to do or cause to be done any act, omission or thing which may in any manner contravene any rule, law or regulation, bye laws or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations, law or condition, the entire liability in that behalf shall be incurred and discharged by the

ASHUTOSH

DIRECTOR

Signature of Ashutosh
Director

Developer and further the Developer undertakes to keep the Owner harmless and indemnified against all claims (including third party claims), losses and demands resulting from such non-performance and/or non-observance of rules, regulations and laws in terms of this Agreement.

37. That the Developer shall be solely responsible and liable for payment of all dues to its workers / employees/professionals/agents/contractors associated by the Developer with the Commercial Colony and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc and / or for any accident injury, death or damage to workmen, plant and machinery or third party. All claims and demands during construction of the Commercial Colony or hereafter shall be settled and cleared by the Developer and no liability on this account shall fall on the Owner at any point of time and the Developer shall be solely liable for all the consequences, losses, damages, costs etc. that may be caused to the Owner.

38. That the Developer shall not assign, transfer charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any person without the prior written approval of the Owner. However, the same shall not prevent the Developer from engaging contractors/agencies etc. to undertake the implementation of the Commercial Colony and to sell, lease and/or otherwise transfer the Developer's allocation in the Commercial Colony.

39. The Developer hereby represents and warrants that:

- (i) Developer has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.
- (ii) Developer has requisite resources to construct and develop the Commercial Colony in accordance with the applicable laws, byelaws, approvals and as per the terms and conditions agreed in this Agreement.
- (iii) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Developer before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may individually or in aggregate, result in any material impairment of ability of the Developer to perform its obligations under this Agreement.

ASHU/ISHMINERVA PVT. LTD.



DEVELOPER

For Ashu/ISHMINERVA PVT. LTD.



Authorized Signatory

(iv) Developer shall follow and abide by any rule, statute, guideline, bye laws or other applicable provision of law. Should the Developer violates any provisions of law, rules regulations, building byelaws, terms of the License and conditions imposed therein, then the Developer shall be solely responsible and liable for all consequences flowing from such act.

40. The Owner hereby represents and warrants that:

a. Owner has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

b. Owner has absolute, clear and marketable title, free from encumbrances over the Project Land.

c. There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against either of the Owner before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may individually or in aggregate, result in any material impairment of ability of the Owner to perform its obligations under this Agreement.

d. The Owner shall sign necessary application(s) as prepared by the Developer for grant of sanction for change of land use/license of colony on the Said Land. The Owners shall sign all papers as may be required for the development of the Project at the costs and expenses of the Developer as per the terms and conditions of this agreement. The Owner shall give all assistance to the Developer in processing the application for renewal of license and all the other approvals after the renewal of license.

41. The Developer shall be responsible for performance of its obligations under this Agreement and shall indemnify the Owner from any/ all vendor claims, client claims, third parties claims, government/ statutory claims, labour claims, contractors/ sub contractors claims for only construction activity on account of construction and development of the Commercial Colony.

42. That the Owner and Developer shall be responsible and liable in respect of income-tax, Service Tax or any other government taxes and charges as far as their respective share of the built or un-built areas of the Commercial Colony or sale proceeds thereof are

ASHUTOSH INFRA PVT. LTD.

DIRECTOR

Signature of Director

concerned. However any service tax/Vat leviable on construction, of the Owners Allocation shall be paid and borne by the Developer.

43. That the Developer shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the Developer from its resources with various statutory authorities for seeking various approvals etc. for the Commercial Colony including such other refunds/re-imburements of the amounts expended by the Developer, if any, that may be received from any buyer, customer, supplier, contractor etc. The Owner undertakes that within two weeks of the receipt of any such refund referred to hereinabove, they shall pass on the same to the Developer and any delay by the Owner in passing on the refund to the Developer in this regard shall entail interest @ 12% per annum.
44. That Owner has declared and represented to the Developer that the Project Land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the Owner and that the Owner shall keep the said land free from all encumbrances during the subsistence of this Agreement.
45. That in case the Project Land or any part thereof comprised in and the subject matter of this Agreement declared to be belonging to the Owner are lost on account of any defect in the Owner title due to the Owner's fault, the Owner shall be liable for all legal consequences and to further pay to the Developer the damages, losses, costs and expenses incurred by Developer as well as to refund the amount mentioned under Clause 14 herein along with interest. The Owner expressly agrees to keep the Developer, of whole or part of the Developer share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers may sustain or incur by reason of any defect in title of the Owner.
46. That if there be any claim, demand, tax, litigation of any nature whatsoever, except a title dispute relating to the Project land or any other proceedings having direct effect of the Project land against the Owner then it is a condition of this Agreement that the work of development and / or completion of the said Commercial Colony and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims,

ASHUTOSH INFRA PVT LTD

[Signature]

For Title Documents (T) Ltd

[Signature]

20/01/2017

outstanding demands, litigation and/or court decrees shall only be met and satisfied out of Owner share of the built up area of the Commercial Colony and/or the sale proceeds thereof.

47. Subject to Clause 31 of this Agreement and subject to performance of its obligations/covenants by the Developer as mentioned in this Agreement, the Owner undertakes to execute all documents/ agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the Commercial Colony at the cost and expense of the said allottees.

48. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Commercial Colony and/or booking for Lease and/or sale of built areas of the Developer's allocation in the Commercial Colony Provided the construction and development activities of the Commercial Colony and booking of built areas of the Party's allocation in the Commercial Colony are as per the terms of the License and in accordance with the applicable laws, regulations, building bye-laws etc. However, all the expenses for the execution of the sale deed/conveyance deed Lease deed of each Party's allocation, such as stamp duty, registration charges etc shall be borne and paid entirely by such party or its prospective buyers.

49. Subject to the payment of amount as mentioned in clause 14 of this Agreement, on execution of this Agreement, the Developer shall be entitled to enter upon the entire said Project Land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the proposed Commercial Colony on the Project Land. The Developer shall be at liberty to put up its sign boards at the premises of the Project Land with the legend that the building to be constructed as above is a Commercial Colony wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the competent authority. It is specifically agreed and understood that the permission and authority granted by the Owner to the Developer under this clause, does not empower the Developer to carry out any construction work on the Project Land until plans are approved by the competent authority(s) and the Developer has paid the complete amount as mentioned in clause 14 of this Agreement.

ASHUTOSH INFRATECH

DEVELOPER

ASHUTOSH INFRATECH

50. Without prejudice to any other rights of the Owner under this Agreement, in case the Developer is unable to complete the construction of the Commercial Colony with amenities / facilities / utilities and to obtain occupation certificate despite availing the grace period as stated in Para 18 above, in that event the Developer shall be bound to pay pre-estimated and mutually agreed lump sum compensation at the rate of Rs. 10,00,000/- (Rupees ten lacs only) per month to the Owner for a maximum period of three years after the grace period. Thereafter, for the subsequent three years, the Developer shall be bound to pay pre-estimated and mutually agreed lump sum compensation at the rate of Rs. 20,00,000/- (Rupees twenty lacs only) per month to the Owner. The said compensation shall be paid on a monthly basis by 10th day of every month. In the event of delay in payment of such compensation, the same shall be paid alongwith interest at the rate of 12% per annum for the period of delay. If there would be any other liability incurred by the owner against the third parties, prospective buyers etc. in respect of any transaction entered into by the Owner, it would be exclusive liability of the Owner. However the period of delay solely attributable to the Owner and/or due to any commission of omission on the part of the Owner or due to unforeseen circumstances and force majeure (clause 19 of the agreement) shall be excluded from the period mentioned in Para 18. The Developer shall not be liable to pay any other compensation, damages direct or consequential to the Owner or any other person claiming through him.

51. That the Developer shall be bound to construct and deliver bare shell space and single point electric and water connection so that each commercial unit in the entire Commercial Colony shall have uniformity with regard to utilities/services/electrical etc. The Developer shall not be liable to provide / install internal fixtures, switches, electrical panels, air handling units etc. In the earmarked space/shop(s) in the sanctioned plan, such expenses and facilities are to be provided by each Party or their respective customers, in respect of their respective allocated areas. The Developer shall undertake flooring work of all common areas at its own cost and expense.

52. That the Owner shall be entitled to inspect the units/areas forming part of its allocation and to call upon the Developer to remove defects etc. therein which may be discovered during the course of aforesaid inspections undertaken by the Owner/persons deputed by it.

53. The Developer warrants that:

AMITOSH INFRA PVT LTD

DIRECTOR

For Director

DIRECTOR

- (i) the structure of the Commercial Colony will be made of and completed with good quality material and duly finished with care and workmanship and shall not, therefore, suffer from any defects on account of material used and/ or improper workmanship and shall not suffer from any cracks, water seepage, erosions or other such defects or damages for the minimum period of six months from the date of occupancy certificate issued by the competent authority. In the event of Commercial Colony suffering from any cracks, water seepage, erosions or others structural, material or workmanship defects, due to defects on account of material used and/ or improper workmanship by the developer, only then the same shall be duly repaired and rectified by the Developer at its own cost and expense within 30 (thirty) days of receipt of a written notice from the Owner in this respect.

54. It is agreed between the Parties that:

- (i) The Parties shall keep each other indemnified in respect of all statements, warranties, representations and undertakings made in respect of this Agreement or any other ancillary documents submitted in support thereof. The Parties shall also keep each other indemnified against any fine, penalty, claim, demand, proceedings, legal action and all such consequential damages by reason of its breaching any laws, regulations, bye laws.
- (ii) Developer shall be responsible and liable for the salaries, wages, charges, fees, Provident Fund (P.F) or any dues or liabilities including third party liability relating to the employees/workers /officers/engineers/ contractors etc. employed and/or deployed by the Developer. In no event shall the Owner or its personnel or any of its authorized representatives shall be liable or responsible for any liability with respect to the same.
- (iii) It is hereby agreed by Developer that the Owner shall not be liable or responsible for any accident, loss, injury resulting in death or otherwise of any employees/workers /officers/engineers/ etc. employed/deployed by the Developer.
- (iv) It is clarified that under no circumstances shall the Owner be deemed to be or considered to be the employer or principal employer of any skilled, semi-skilled and unskilled labour / manpower / human resources including but not limited to the professionals, employed utilized or provided by Developer under this Agreement.

ASHITOSH KUMAR

DIRECTOR

For Public (P) Ltd
[Signature]

- (v) The Developer shall, as soon as possible, after the commencement of the construction of the Commercial Colony get insured the development and construction works of the Commercial Colony and keep them insured until the Commercial Colony is completed in all respects (and occupation certificate of the Commercial Colony has been obtained by the Developer from the concerned authority), against loss or damage by fire, earthquake, flood etc. with a reputable insurer, in the joint names of the Owner and the Developer at its own cost and expense.
55. That this Agreement is not and shall not however be deemed or construed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
56. That the Parties hereto have agreed and undertaken to perform their part of the Agreement with due diligence and mutual cooperation 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.
57. That this Agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
58. That the Parties hereto have agreed and undertaken to pay their respective personal and/or business related taxes and/or other liabilities punctually and indemnify the other Party and the Project Land/Commercial Colony against any attachment, seizures or sale thereof.
59. That this Agreement overrides and supersedes all prior discussions and correspondence between the Parties and contains the entire Agreement between them. No changes, modifications or alterations to this Agreement shall be done without the written consent of the Parties thereto.
60. That the common areas of the said Commercial Colony shall be maintained by professional maintenance company appointed by the Developer in consultation with the Owner. The necessary maintenance charges shall be paid proportionately by the Owner or its prospective buyers and the Developer and its prospective buyers in their area sharing ratio irrespective of the occupancy. The liability of the Owner to pay maintenance charges shall accrue after 30 days from the date when the occupation certificate is granted. The Developer and the Owner shall proceed to appoint a professional

ASHUTOSH JAIN & CO. PVT. LTD.

THE PARTIES DEVELOPERS (P) LTD.

DIRECTOR

maintenance agency which has got sufficient experience. The appointment shall be made strictly on merits.

61. That in case any compounding charges are liable to be paid on account of raising of construction after deviating from the sanctioned layout plans (deviation/variation within the permissible limits), in that event the liability thereof including fees and charges shall be paid by the Parties on pro rata basis in the ratio of their allocation in the Project.
62. That the Developer shall have the authority to decide the name of the Commercial Colony.
63. It is agreed by and between the Parties hereto that marketing of the Entire Project (except sale of the Owner's allocation in the built up area) will be done by the Developer in any manner the Developer deems fit and the Owner shall not interfere or object to the same. The Developer shall ensure that adequate publicity/ advertisement is done for the Project. The expenses in this regard shall be incurred by the Developer. Provided, however, that the activities contemplated herein are as per the terms of the License and in accordance with the applicable laws.
64. The Owner shall provide NOC in favour of the prospective buyers for the purposes of obtaining finance from financial institutions in the name of prospective buyers in respect of portions agreed to be sold, without creating any liability of its repayment, interest thereon and other charges on the Owner and execute all such documents as may be required to be executed and shall make available for inspection its original title deeds if so required so as to enable the prospective purchasers of the Commercial Colony to obtain loan / financial assistance from financial institutions.
65. That in pursuance of the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators and assigns.
66. That the failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
67. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably

ASHUTOSH INFRA LTD.



DEVELOPER

For and on behalf of (2) Ltd.



inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

68. NOTICES

Any notice or other communication to be given by one Party to another under, or in connection with the matters contemplated by this Agreement shall

- i. Be in writing, to be written in English language;
- ii. Be delivered by hand and additionally sent by facsimile and/or by registered acknowledgment due prepaid post or recognized courier to the address of the addressee;

Contain the name of the person designated to whom such notice are to be addressed.

Notices shall be addressed as follows:

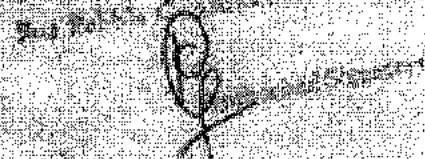
If to: M/s. Ashutosh Infra Pvt. Ltd.
Address:- 501 (Fifth Floor) Aggarwal Corporate Heights,
Netaji Subhash Palace, District Center Wazirpur, New Delhi-34

If to M/S. PEBBLE CONSULTANTS (P) Ltd.
Correspondence Address:- E-257, Basement, Greater Kailash, Part
- 2, New Delhi-110048

69. All dispute and differences arising hereof shall be sought to be settled through friendly / mutual discussion and negotiation, which the Parties undertake to conduct for at least a period of 10 days from the date of receipt of such notice of such dispute from the aggrieved Party. If efforts at conciliation fail then the dispute arising out of or in connection with a breach of this Agreement shall be referred to and finally resolved by sole arbitrator appointed by the parties mutually and the decision of such an arbitrator shall be binding upon both the Parties. In the event if the parties failed to agree with the appointment of the sole arbitrator within a period of 30 days from the date of receipt of the notice served by one party to the other requesting to agree for appointment of sole arbitrator, each party shall nominate/ appoint their respective arbitrator (one each) and 2 such nominated arbitrators shall appoint third and presiding arbitrator. Once Arbitral Tribunal is so constituted, either of the parties may refer the dispute raised for settlement by the Arbitral Tribunal. The provisions of the Indian Arbitration and Conciliation Act shall be applicable in the arbitration proceedings under this clause. The Arbitral Tribunal shall give "Reasoned Award" if the amount of the

ASHUTOSH INFRA PVT. LTD.

DIRECTOR





award is more than Rs.15,00,000/- All arbitration proceedings shall be conducted in English.


70. That the Punjab and Haryana High Court at Chandigarh, and Courts in Faridabad subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning under this Agreement.
71. That all costs of stamping, engrossing and registration of this Agreement shall be pro rata borne by the DEVELOPER and the OWNER.
72. That this Agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party in original.


IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.



WITNESSES

1. 
H.N. Saini
Faridabad

ASHUTOSH INFRA PVT. LTD.
OWNER 
Director
Mrs. Ashutosh Infra Pvt. Ltd., through its
duly authorized person (S.K. Mittal)

2. 
M.C. SAKETA
ADVOCATE
Dist. Court Sec. 12,
Faridabad


Developer
M/S. PEBBLE CONSULTANTS PVT. LTD.
through its duly authorised person (Kapil
Garg)



M.C. SAKETA
ADVOCATE
Dist. Court Sec. 12,
Faridabad

Reg. No.
5438

Reg. Year
2015-2016

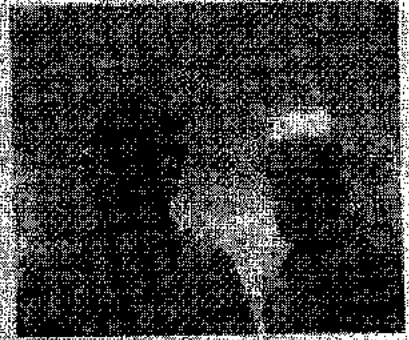
Bank No.
1



प्रवेशी



उपस्थित



पुनरा

उपस्थित

M.A. Koushik Infra Pvt. Ltd. 11, S.K. Road

उपस्थित

M/S. Public Consultants P Ltd. 11, Kapi Circle

M/s. M.C. Saxena & Co.

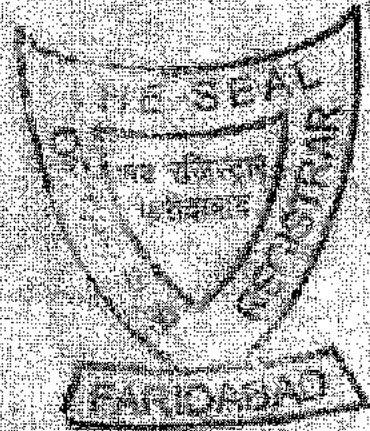
11, 2, Oberoi Park, Connaught Place

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रवेशी क्रमांक 5438 आयु दिनांक 25/06/2015 को सही रूप में [लिखत नं. 0 का पृष्ठ नं. 1] पर प्रवेशित किया गया तथा इसकी एक प्रति अधिष्ठाता सही प्रकार [लिखत नं. 1] के पृष्ठ संख्या 28 से 30 पर विद्यमान है। यह भी प्रमाणित किया जाता है कि इस प्रवेशपत्र के प्रत्यापनों और प्रस्तावों में अंतर इत्यादि का निराकरण हो चुका है।

दिनांक 25/06/2015

उपस्थित/पुनरा अधिष्ठाता
प्रशासक



भारतीय गैर न्यायिक
भारत INDIA

₹ 500

FIVE HUNDRED
RUPEES

मूल्य

Rs. 500

INDIA NON JUDICIAL



हरियाणा HARYANA

19

GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that Mrs. Ashutosh Infra Pvt. Ltd., a company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at 501 (Fifth Floor) Aggarwal Corporate Heights, Naraji Sushash Palace, District Center Wazirpur, New Delhi-94 (hereinafter referred to as Executant) is owner of land bearing Reel No 5B, Killa no.24/2(3-1), 25/1(3-15), Reel. No.212, Killa no.2/2(0-10), Reel. No.65, Killa no.4/2(3-5), 5/1(3-5) admeasuring 13 Kanals 16 Marlas (1.726 acres) situated in revenue estate of Agrada, Sector-12, Tehsil and District Faridabad, Haryana. The land referred to above has hereinafter been referred to as Said Land.

WHEREAS being lawful owner in possession of Said Land the Executant is competent and entitled to deal with the same in any manner deemed fit by it. Mr. S.K. Mittal has been duly authorised by Board of Directors of the Executant vide resolution dated 08.08.2015 to execute and register the present general power of attorney. The Executant has entered into Agreement of collaboration with M/s. M/S. FEMALE CONSULTANTS PVT. LTD., a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 370/8, Model Town, Narwana, in terms of aforesaid collaboration Agreement the Executant had undertaken to execute this irrevocable General Power of Attorney in favour

ASHUTOSH INFRA PVT. LTD.

For Female Consultants (P) Ltd

[Signature]

[Signature]

DIRECTOR

Authorized Signatory

100/

14429
24/6/11

Agarwal Infotech Pvt. Ltd., Noida
GPA in favour of
Pebble Investments (Pvt)

अनुक्र. नं. 167

दा. प्रथमी विवरण	
दा. का नाम	GPA
संस्था/दा. प्राप्तकर्ता का पता	Noida
दा. का प्रकार	कालान्तरित
दा. प्रथमी विवरण	
प्रतिदिन जोस की दर	100.00 रुपये
प्रतिदिन जोस की दर	500.00 रुपये
प्रतिदिन जोस की दर	5.00 रुपये

Prepared By: S.K. Gupta, Asst.

Stamp Charge: 100.00 रुपये

यह प्रत्येक दिनांक 26/06/2011 को सुबह 11:00 बजे 11:00 AM पर आ. प्रथमी के माध्यम से Aggarwal Infotech Pvt. Ltd. को प्रेषित किया जायेगा।

संस्था का पता

आ. प्रथमी के माध्यम से प्रेषित

यह प्रत्येक दिनांक 26/06/2011 को सुबह 11:00 बजे 11:00 AM पर आ. प्रथमी के माध्यम से Aggarwal Infotech Pvt. Ltd. को प्रेषित किया जायेगा।

दिनांक 26/06/2011

आ. प्रथमी के माध्यम से प्रेषित

Revenue Department
S.K. Gupta
Joint District Court
Ferozabad

HABIS EX

NICHSU

Handwritten signatures and stamps at the bottom right.

of nominee of aforesaid Company for carrying out the intents and objects of the collaboration Agreement.

NOW BY THIS POWER OF ATTORNEY THE EXECUTANT HEREBY nominates, constitutes and appoints Shri Kapil Garg son of Shri Tolu Ram Garg resident of E-257, Greater Kailash, Part-2, New Delhi-110048, as its true and lawful Attorney with full authority to do the following acts, deeds and things for the Executant and on behalf and in the name of the Executant:

1. To sign and apply and follow-up with all the concerned regulatory authorities the matters relating to sanction of building plans, compounding of construction, revision of plans and obtaining of occupation certificate in respect of the Said Land, as required under the law for the development, construction and completion of Commercial Colony, on the Said land and to submit all undertakings, Agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executant, as required from time to time in connection therewith.
2. To apply for and obtain licenses, permissions, NOC from the concerned authorities including Directorate of Town And Country Planning, Haryana, Haryana Urban Development Authority, Haryana State Industrial and Infrastructure Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local / State / Central Government including developing of the Said Land as a Commercial Colony under the provisions of law or any other applicable laws, rules etc and for that purpose to sign, file all necessary application, undertaking, Agreement, affidavit, bank guarantee, indemnity bond and/or all other papers and documents as may be required from time to time by the concerned authorities.
3. To sign, file, submit and obtaining lay out plan, building plan, services plan, revised / modified building plan and services plan before the concerned authorities including but not limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA) / Haryana State Industrial and Infrastructure Development Corporation Ltd (HSIIDC Ltd) / Municipal Authority, and for any other local / authority under the State Government and/or Central Government as may be required from time to time.
4. To apply for and obtaining requisite permissions, approvals, NOC from the concerned authorities such as Town and Country Planning Department, Environment Department, Pollution or Forest Department, Haryana Urban Development Authority, Fire

ASHUTOSH PRAKASH LTD.

[Signature]

MANAGING DIRECTOR

For Public Confidence (P) Ltd.

[Signature]

Authorized Signatory

Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and /or authorities in charge of sewer, water, electricity, highways any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.

5. To commence, carry on and complete and/or cause to be commenced, carried out and completed construction work in terms of the said collaboration Agreement on the part or whole of the Said Land in accordance with the licence and /or sanctioned building plans and specifications.
6. To enter into Space Buyers/Allotment Agreement(s) i.e. Agreement(s) for sale of commercial areas/parking areas, agreement to lease, MOU, LOI, Term-sheet etc. of units comprised in the Developers Allocation.
7. To enter into Space Buyers/Allotment Agreement(s) i.e. Agreement(s) for lease of commercial areas/parking areas, agreement to lease, MOU, LOI, Term-sheet etc. of units comprised in the Project of the office spaces constructed above 5th floor of the Project Allocation only with respect to Developer's Allocation. The Developer shall have the exclusive rights to enter into lease-agreements for the entire Project allocation below 5th floor. (office spaces)
8. To receive sale price / lease/licence money payable by the allottee (s) / purchaser (s) / leasees /licences (s) of commercial areas (parking areas etc. of units comprised in the Developers Allocation.

To exclusively enter into lease-agreements with such reputed brand-owners at such terms and conditions as may be deemed appropriate and in conformity to the preferential location of the built-up area with an objective of running the Commercial Colony as a Mall/Commercial complex/Office Complex.

9. To execute and get registered by appearing before Sub Registrar sale deeds of Developer's allocation, lease deeds, agreements, gift deeds, mortgage deeds, licence deeds, relinquishment deeds / rectification deed(s), Award of Arbitrator etc. or any other document which the attorney deems expedient and necessary in his wisdom.
10. After obtaining the Occupancy Certificate, to execute and get registered by appearing before Sub Registrar sale deeds, lease

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DIRECTOR

For Public Consultants (P) Ltd.


Authorized Signatory

deeds, agreements, gift deeds, mortgage deeds, licence deeds, relinquishment deeds / rectification deed(s), Award of Arbitrator etc. or any other document which the attorney deems expedient and necessary in his wisdom After obtaining of occupation certificate and delivery of allocation of Executant in terms of Collaboration Agreement to give physical possession of the property (s) purchased by individual buyers or obtained on lease by the Lessee by handing over vacant possession of such property and to execute sale deed(s)/lease deed(s) or on such other terms as may be agreed by the Developer to the extent of its allocation and to get such documents registered.

11. To pay stamp duty and registration charges in respect of the said documents or any part thereof as per the Agreement in between the Unit buyer and the Developer.
12. To apply and obtain income- tax clearance for sale of commercial areas/parking areas etc. if required.
13. After obtaining of occupation certificate and delivery of allocation of Executant in terms of Collaboration Agreement to lease the units comprised in the Project Land, deliver possession on payment of rent or licence or otherwise and to ask receive and recover from all tenants and other occupants all rents, arrears of rents, licence money, compensation for use and occupation profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the said land or part thereof for occupying the same or otherwise in any manner whatsoever.
14. On non-payment of any sum as aforesaid to take proceedings to secure ejectment and to recover possession according to law.
15. To give notice through a lawyer or personally to make payment of rent or compensation or moneys payable by such tenants or other occupants and also to give up the premises and vacate the same.
16. To pass valid receipts in proper form for all moneys received or recovered from any tenants of the said properties as rent/compensation or otherwise.
17. To negotiate with banks/financial institutions for the purpose to provide financial assistance to the customers pertaining to units agreed to be purchased by prospective purchasers. The attorney shall be competent and entitled to execute all such documents as may be required for this purpose.

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18. To pay and allow all taxes assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the said property to the authorities concerned.
19. To do generally all other acts and things as are necessary or are required to be done for the development of the said Commercial Colony by constructing building on the Said Land and for sale of Developer's allocation in terms of the said Collaboration Agreement.
20. To enter into, make, sign, and do all such contracts, Agreements, assurances, instruments and things as may in the opinion of the Said Attorney be necessary or convenient or expedient for carrying out the purposes mentioned herein.
21. That the Attorney is entitled to file / defend any suit, proceedings, civil, revenue, taxation or criminal before any court/officer/authority/Arbitrator. The attorney shall be entitled to prosecute / defend any such action in the original stage or in appeal, revision etc. up to the highest court or tribunal. The Attorney is entitled to engage counsel, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the Said Land, to execute a decree and to obtain possession. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of Developer's allocation as set out in Collaboration Agreement.
22. To execute, sign and present and/or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, applications, affidavits etc. in law courts i.e. Civil, Criminal or Revenue and/or Tribunal and to proceed in all proceedings before arbitrator or any other authority in our name and on our behalf in matters only concerning the Project.
23. That the Attorney shall be bound to exercise all powers conferred by virtue of this document strictly in accordance with terms and conditions incorporated in the collaboration Agreement executed between the parties.

The Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of Collaboration Agreement. The present attorney is irrevocable one and the Executant shall ratify all legal acts, deeds and things done in pursuance of this General Power of Attorney including the appointment of further Attorney (s).

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Director

Kan Datta & Associates (P) Ltd


Attorney

