



हरियाणा HARYANA

COLLABORATION AGREEMENT

01AA 637268

This Collaboration Agreement is made at Gurgaon on this 3rd day of July, 2009.

BETWEEN

BLOSSOM PROPERTIES PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia, being referred to as **First Party**

VATIKA INDIA NEXT DEVELOPERS PVT. LTD. (Formerly Kiet Developers Pvt Ltd) a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia, being referred to as **Second Party**.

BUZZ ESTATE PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Gautam Bhalla, being referred to as **Third Party**.

WONDER DEVELOPERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia, being referred to as **Fourth Party**.

For VATIKA LIMITED

[Signature]
Director

Blossom Properties Pvt. Ltd.

For Wonder Developers Pvt. Ltd.

For Avon Buildtech Private Limited

For Buzz Estates Private Limited

Vatika INDIA NEXT Developers Pvt. Ltd.

Spring Buildcon Pvt. Ltd.

[Signature]
Authorised Signatory

[Signature]
Auth. Signatory
Director

[Signature]
Authorised Signatory
Director

[Signature]
Authorised Signatory

AVON BUILDTECH PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Gautam Bhalla, being referred to as Fifth Party.

SPRING BUILDCON PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Gautam Bhalla, being referred to as Sixth Party.

Hereinafter, the First to Sixth Party jointly and severally referred to as the 'Owners', which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include their subsidiary companies, associates, representatives, executors and permitted assigns, through their respective authorized signatories as mentioned hereinabove, the Party of the First Part.

AND

VATIKA LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia (hereinafter referred to as "Developer", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its subsidiary companies, associates, representatives, executors and assigns, the Party of the Second Part.

WHEREAS

- A. The Owners / Party of the First Part, as mentioned hereinabove, have represented that they are the absolute owner(s) in possession of certain land parcels admeasuring about 44.25 acres situated in and around villages Sikanderpur Badha, Sihi and Sikhopur along NH which is more particularly described in Schedule-I annexed hereto. (hereinafter referred as the said land.)
- B. The owners are absolutely entitled and empowered to construct / develop the said land in joint understanding with the Developer.
- C. The Developer is well known in the field of promotion, development and construction of real estate and is well established in this business in North India.
- D. The Owners have approached the Developer with a request to develop the said land, as detailed hereinabove, into a residential/ plotted, group housing and/or commercial colony after obtaining necessary licenses, approvals and sanctions from all concerned statutory authorities and bodies.

FOR VATIKA LIMITED

[Signature]
Director
Blossom Properties Pvt. Ltd.

The Developer has accepted the said offer of the Owners on the terms and conditions appearing hereunder:

For Wonder Developers Pvt. Ltd. For Avon Buildtech Private Limited

[Signature]
Director

[Signature]
Auth. Signatory
Page 2 of 5

[Signature]
Authorized Signatory
Spring Buildcon Pvt. Ltd.

For Buzz Estates Private Limited

Vatika INDIA NEXT Developers Pvt. Ltd.

[Signature]
Director

Authorized Signatory

[Signature]
Director

[Signature]
Authorized Signatory

FOR VATIKA LIMITED

NOW THEREFORE, THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE AS FOLLOWS:

1. That the objective of this Collaboration Agreement is to develop the said land and construct thereupon a residential/ plotted, group housing and/or commercial colony with such common amenities and facilities, as stated hereinafter, after obtaining the necessary permissions, approvals, No Objection Certificates (NOC) and sanctions etc. from the Director Town & Country Planning, Haryana or any other such authority/ body or the State/ Central Government.
2. That the Owners shall hand over the vacant and peaceful possession of the said land to the Developer and shall cooperate with the Developer by executing documents and papers as may be required for the purpose from time to time.
3. That the Developer shall apply for Change of Land Use (CLU) and grant of LOI & License from Director, Town & Country Planning, Haryana (DTCP) and obtain all the requisite licenses, permissions, sanctions and approvals of all Competent Authorities for development of the said land into a residential/ plotted, group housing and/or residential colony (hereinafter referred to as the 'said project') as per sanctions of the DTCP and Haryana Urban Development Authority (HUDA) / any other concerned authority.
4. That the Developer shall make efforts to obtain LOI & Licenses and all the requisite approvals from DTCP within a period of 9 (Nine) months from date on which the said land comes under the approved residential zone of the State Planning Authorities. Further, the site development shall be started within a period of 9 months from the date of grant of License. However, the Developer shall be entitled for appropriate and sufficient grace periods, if any delay takes place due to force majeure circumstances or change in government policy or any other circumstances beyond the control of the Developer.
5. That the Owners shall be entitled to 662 sq. yds (553.51 sq Meters) of developed/ saleable area per acre (hereinafter referred to as the 'Owners' Allocation', whereas the Developer shall be entitled to the rest of the developed / saleable area that may be available on the said land (hereinafter referred to as the Developer's Allocation). That as per present government policy appx 2662 sq. yds (2225.75 sq mtr) developed / saleable land is available / permissible against development of one acre of raw land. The Developer shall make efforts for obtaining maximum developed / saleable area on the said land. However, in case of increase or decrease in availability of developed / saleable area per acre due to change in govt. policy or any other reason, the Owners' Allocation of the same shall remain unchanged at 662 sq yds (553.51 sq mtr) developed / plotted residential land per acre of the said land and any surplus or deficit shall go to the account of Developer's Allocation. The Owners shall be entitled to their share of developed / plotted residential land on the above basis in sizes of plots that may be available in one or more sectors / parts of the proposed residential colony on the said land after the development work is complete in all respects and plots have been measured and marked and specific numbers have been assigned by the Developer. The inter-se division of the Owners' Allocation shall be done amongst themselves at their own level. It is also clarified that the Owners will be entitled to their share of developed / saleable area only on

VATIKA LIMITED

[Signature]
Director

Blossom Properties Pvt. Ltd.

For Wonder Developers Pvt. Ltd.

For Avon Buildtech Private Limited

Page 3 of 5

[Signature]
Auth. Signatory

[Signature]
Authorised Signatory

For Buzz Estates Private Limited

Vatika INDIA NEXT Developers Pvt. Ltd.

Spring Buildcon Pvt. Ltd.

[Signature]
Authorised Signatory

the said land and not on any additional adjoining land that may be purchased / acquired by the Developer and clubbed with the said land for development of a composite colony.

6. That the owner and the Developer upon mutual consent and depending upon the time for overall development, may alter the ratio of sharing of plot at a subsequent date.
7. That the Owners further jointly and severally undertake that they shall not deal with the said land in any manner whatsoever and create any obstruction or impediment in the development of the said land by the Developer.
8. That the Developer shall be entitled to name the proposed colony and the Owners shall not object to the same. The Developer shall also be entitled to advertise/ publicize the said project through newspapers and other forms of print and electronic media.
9. That the Developer shall be entitled to market, enter into negotiation for sale, receive consideration amount from the prospective buyers in respect of the developer's share in the saleable are of the said project.
10. That the proposed development of the said land will be of very high quality. The Owners and / or their representatives / agents shall be fully entitled to visit the site of the development and get the quality parameter inspected.
11. That this Agreement is subject to Force-Majure Clause i.e. in any unforeseen adverse eventuality, the Developer shall not be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms thereof by reason of future restrictive government laws or regulations, strike, lockouts, riots, insurrection, war, terrorist activities, acts of God etc.
12. That this Agreement is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana in general and Gurgaon in particular.
13. That the Parties undertake to keep confidential and not to divulge or communicate to any person, except in the performance of its obligations under this Agreement, or use for its own purposes, trade secrets, confidential commercial information, financials, operations, plans, know-how or any other information concerning the Parties or any of its Affiliates, which is not in public domain.
14. That all notices, requests, demands, statements and other communications required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by registered mail at the addresses of the parties mentioned above or at such other addresses as from time to time designated by notice from the respective party to the other party. Any such notice or communication shall be deemed to have been duly given and served at the date and time of receipt of first refusal of delivery, if sent by registered mail or delivered by hand against proper acknowledgement.
15. That the parties have signed this agreement after reading and understanding all its contents and admit that this transaction is being entered into by them voluntarily and without any outside pressure, coercion and / or undue influence.

VATIKA LIMITED

Director

Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd. For Avon Buildtech Private Limited

Director

Page 4 of 5
Auth. Signatory

Authorized Signatory

For Buzz Estates Private Limited Vatika INDIA NEXT Developers Pvt. Ltd.

Spring Buildcon Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Authorized Signatory

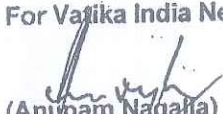
Further, this Agreement supersedes all prior oral or written arrangement(s) / correspondence etc., if any, and records the entire arrangement between the parties fully and finally.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

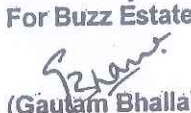
For Blossom Properties Pvt Ltd


(Anupam Nagalia)
(Owner)

For Vatika India Next Pvt Ltd


(Anupam Nagalia)
(Owner)

For Buzz Estate Pvt Ltd


(Gautam Bhalla)
(Owner)

For Wonder Developers Pvt Ltd


(Anupam Nagalia)
(Owner)

For Avon Buildtech Pvt Ltd


(Gautam Bhalla)
(Owner)


For Spring Buildcon Pvt Ltd


(Gautam Bhalla)
(Owner)

(COLLECTIVELY PARTY OF THE FIRST PART)


For Vatika Limited


(Anupam Nagalia)
(Developer)

Witness: 
1.

M-113 SF Blossom-D
Sector-51, Gurgaon

2.


Rajan Mathur
A-54, 1st Floor
South City-II
Gurgaon

For VATIKA LIMITED


Authorised Signatory

SCHEDULE-I

M/s Blossom Properties Pvt. Ltd.

Village	Khasra / Mushli No.	Killa No.	BHA/ATA		Share	Area								
			Kanal	Marla		Kanal	Marla							
Sihl	58	2/2	4	8	26/100	1	3							
		3	8	0	26/100	2	2							
		4	8	0	26/100	2	2							
		7	7	14	26/100	2	0							
		8	8	0	26/100	2	1							
		9	6	0	26/100	1	11							
		12	7	12	26/100	2	0							
		13	8	0	26/100	2	2							
		14	8	0	26/100	2	2							
		17/1	4	4	26/100	1	1							
		18/1	4	4	26/100	1	2							
		19/1	4	13	26/100	1	4							
		26	0	5	26/100	0	1							
		58	1	8	0	1/20	0				8			
				2/1	2	16	1/20				0			
10	9			4	1/20	0	9							
59	5/2	2	0	1/20	0	2								
		6	8	0	1/20	0				8				
64	10/3	1	4	1	1	4								
54	5/2	3	7	232/289	2	14								
		6	8	0	232/289	6				8				
		15	8	0	232/289	6				8				
		16	8	0	232/289	6				8				
		25	7	7	232/289	5				18				
55	1/2/1	1	13	232/289	1	6								
		4	4	232/289	3	7								
		5	14	232/289	4	12								
		6	0	232/289	4	16								
63	5/2	1	11	232/289	4	11								
		2	9	1	0	9								
		3	7	1	0	7								
		4	7	1	0	7								
		5	9	1	0	9								
		6	4	1	0	4								
		7	4	1	0	4								
		8	4	1	0	4								
		9	11	1	0	11								
		10	6	1	0	6								
54	22/3	1	13	1	1	13								
		4	4	1	4	4								
		4	4	1	4	4								
54	17	8	0	1/2	4	0								
		9	4	1/2	4	12								
		0	19	1/2	0	10								
		3	7	1/2	1	13								
		3	7	1/2	1	13								
53	23/3	2	0	1/100	0	1								
53	24/4	1	6	1/6	0	4								
53	24/44	0	16	1	0	16								
						96	0	12.00 Acres						

For VATIKA LIMITED

[Signature]
Director

Vatika INDIA NEXT Developers Pvt. Ltd

[Signature]
Director

For Buzz Estates Private Limited

[Signature]
Authorised Signatory

Blossom Properties Pvt. Ltd

[Signature]
Director

For Wonder Developers P

[Signature]
Auth

For Aron Buildtech Private Limited

[Signature]
Authorised Signatory

Spring Buildcon Pvt. Ltd

[Signature]
Director

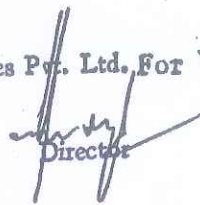
For VATIKA LIMITED

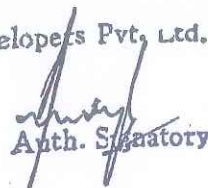
[Signature]
Authorised Signatory

		B	B	B		B	B	B		
Shikopur	2448/86	1	1	0	1/3	0	7	0		
	43	2	1	0	778/3560	0	8	19		
	44	0	19	0	778/3560	0	4	3		
	45	1	1	0	778/3560	0	4	12		
	46	0	18	0	778/3560	0	3	19		
	47	1	0	0	778/3560	0	4	7		
	48	1	8	0	778/3560	0	6	3		
	49	1	11	0	778/3560	0	6	15		
	55	0	10	0	37/360	0	1	1		
	56	2	6	0	37/360	0	4	15		
	57	0	18	0	37/360	0	1	17		
	58	1	0	0	37/360	0	2	1		
	59	0	18	0	37/360	0	1	16		
	60	2	5	0	37/360	0	4	13		
	61	1	14	0	37/360	0	3	10		
	51	3	0	0	3/40	0	4	10		
	52	2	16	0	3/40	0	4	4		
	154	0	8	0	37/360	0	0	16		
	155	0	13	0	37/360	0	1	7		
	37	2	11	0	3/40	0	3	17		
	53	1	0	0	3/40	0	1	10		
	54	1	12	0	3/40	0	2	8		
	152	0	8	0	3/40	0	0	12		
	153	0	8	0	3/40	0	0	12		
	156	1	9	0	3/40	0	2	3		
	157	0	11	0	3/40	0	0	17		
	158	1	5	0	3/40	0	1	17		
						4	10	4	2.81	Acres

Grand Total 14.81 Acres

Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd. For Avon Buildtech Private Limited

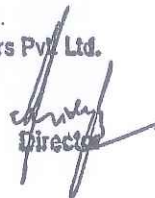

Director


Auth. Signatory

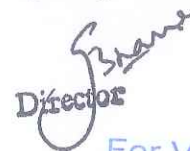

Auth. Signatory

For Buzz Estates Private Limited Valika INDIA NEXT Developers Pvt. Ltd.


Auth. Signatory


Director

Spring Buildcon Pvt. Ltd.


Director






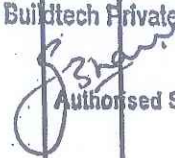

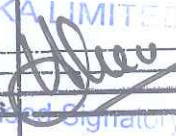
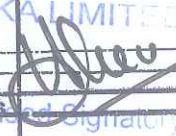
For VATIKA LIMITED

For VATIKA LIMITED


Director


Auth. Signatory

M/s Kiet Developers Pvt. Ltd.

Village	Khasra/ Mushahi No.	Killa No.	Total Area		Share	Area				
			Kanals	Marsas		Kanals	Marsas			
Sihi	59	3/2	3	12	23/36	2	6			
		4/2	3	16	23/36	2	8			
		5/1	6	0	23/36	3	17			
63	61/2	1	8	1	1	8	For VATIKA LIMITED  Director			
58	25/3/1	3	2	1	3	2				
	25/3/2	1	14	1	1	14				
63	61/3	0	12	1	0	12				
57	22/2/2	4	18	1	4	18				
64	1/1	1	7	1	1	7				
	2/1	0	4	1	0	4				
	10/16	0	9	1	0	9				
	11/1/1	0	16	1	0	16				
57	21/3	1	5	1	1	5		Vatika INDIA NEXT Developers Pvt. Ltd.		
	21/2/1	1	2	1	1	2		 Director		
	22/2/1	0	3	1	0	3				
64	10/7	0	9	1	0	9				
	1/2	0	16	1	0	16				
	1/6	1	7	1	1	7				
	1/4	0	16	1	0	16	For Buzz Estates Private Limited  Authorised Signatory			
	1/5	0	11	1	0	11				
	10/9	0	4	1	0	4				
	10/12	0	3	1	0	3				
	10/14	0	3	1	0	3				
	10/15	0	9	1	0	9				
58	2/2	4	8	1/4	1	2		Blossom Properties Pvt. Ltd.  Director		
	3	8	0	1/4	2	0				
	4	8	0	1/4	1	18				
	7	7	14	1/4	1	18				
	8	8	0	1/4	2	0				
	9	6	0	1/4	1	10				
	12	7	12	1/4	1	18				
	13	8	0	1/4	2	0				
	14	8	0	1/4	2	0				
	17/1	4	4	1/4	1	1				
	18/1	4	4	1/4	1	1				
	19/1	4	13	1/4	1	4				
	26	0	5	1/4	0	1	For Wonder Developers Pvt. Ltd.  Auth. Sign			
58	1	8	0	3/8	3	0	For Avon Buildtech Private Limited  Authorised Signatory			
	2/1	2	16	3/8	1	1				
	10	9	4	3/8	3	9				
59	5/2	2	0	3/8	0	15	Spring Buildcon Pvt. Ltd  Director			
	6	8	0	3/8	3	0				
53	23/7	0	4	1	0	4	For VATIKA LIMITED  Authorised Signatory			
59	3/1	4	0	1	4	0				
53	23/3	2	0	1/2	1	0				
53	24/4	1	6	1/2	0	13	For VATIKA LIMITED  Authorised Signatory			
53	23/2	0	16	1	0	16				
	24/11	0	12	1	0	12				
	24/9	0	4	1	0	4				
53	24/8	0	4	1	0	4	8.64 Acres Authorised Signatory			
					69	2				

		B	B	B		B	B	B		
Shikopur	125/2	2	0	18	171/1878	0	3	14		
	126/2	1	19	18	171/1878	0	3	13		
	127	0	14	0	171/1878	0	1	5		
	128	0	13	0	171/1878	0	1	5		
	129	0	7	0	171/1878	0	0	13		
	130	0	12	0	171/1878	0	1	2		
	2477/304	0	2	0	171/1878	0	0	3		
	2480/305	2	19	0	171/1878	0	5	7		
						0	17	2	0.53	Acres

Grand Total	9.17	Acres
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Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd. For Avon Buildtech Private Limited

[Signature]
Director

[Signature]
Auth. Signatory

[Signature]
Authorised Signatory

For Buzz Estates Private Limited

Vatika INDIA NEXT Developers Pvt. Ltd.

Spring Buildcon Pvt. Ltd

[Signature]
Authorised Signatory

[Signature]
Director

[Signature]
Director

For VATIKA LIMITED


[Signature]
Director

For VATIKA LIMITED

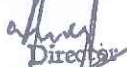
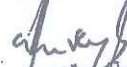


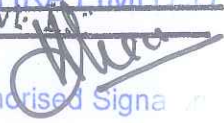
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Authorised Signatory

M/s Buzz Estate Pvt. Ltd.

Village	Khasra/ Mushri No.	Killa No.	Total Area		Share	Area				
			Kanals	Marla		Kanals	Marla			
Sikanderpur Badha	10	11/2	4	18	3/4	3	14			
		20	8	0	3/4	6	0			
		21	8	0	3/4	6	0			
	11	15/3	3	3	3/4	2	7			
		25/2	4	4	3/4	3	3			
11	14	8	0	111/160	5	11				
					26	15		3.34	Acres	
Sihi	57	1	8	0	1/4	2	0			
		2/2	5	6	1/4	1	7			
		3/1	6	0	1/4	1	10			
		7	3	10	1/4	0	18			
		8	8	0	1/4	2	0			
		9	8	0	1/4	2	0			
		10	8	0	1/4	2	0			
		11	8	0	1/4	2	0			
		12	8	0	1/4	2	0			
		13	7	0	1/4	1	15			
		18	2	14	1/4	0	14			
		19	7	11	1/4	1	18			
		20	8	0	1/4	2	0			
		21/1	1	16	1/4	0	9			
		22/1	1	16	1/4	0	9			
		26	0	9	1/4	0	9			
		58	5	8	0	1/4	2	0		
	6		8	0	1/4	2	0			
	15		8	0	1/4	2	0			
	16		8	0	1/4	2	0			
57	25/1	1	16	1/4	0	9				
	21/2/3	2	10	1/4	0	14				
					32	5		4.03	Acres	
Shikopur	2491/721	B	B	B	44/95	0	14	16		
		1	12	0	44/95	1	9	3		
	2490/721	3	3	0		2	3	19	1.37	Acres

For VATIKA LIMITED

 Director

Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd. **Grand Total 8.74 Acres**

For Buzz Estates Private Limited  Director
 Vatika INDIA NEXT Developers Pvt. Ltd.  Author Signatory
 For Avon Buildtech Private Limited  Authorised Signatory
 Spring Builders Pvt. Ltd.  Authorised Signatory
 VATIKA LIMITED  Authorised Signatory

M/s Wonder Developers Pvt Ltd.

Village	Khasra/ Mustaf No.	Killa No.	Total Area		Share	Area			
			Kanal	Marla		Kanal	Marla		
Sikanderpur Badha	16	11	7	4	66/583	0	16		
		12	6	11	66/583	0	15		
		13/2	7	4	66/583	0	17		
		14/2	3	6	66/583	0	7		
							2	15	0.35
Sihi	53	21/2	1	2	13/36	0	8		
		22/2	1	2	13/36	0	8		
		1	8	0	13/36	2	18		
		2	8	0	13/36	2	18		
		10/2	5	9	13/36	1	19		
					8	11	1.10	Acres	

Grand Total	1.45	Acres
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Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd.

[Signature]
Director

[Signature]
Auth. Signatory

For Avon Buildtech Private Limited
[Signature]
Authorised Signatory

For Buzz Estates Private Limited
✓ *[Signature]*
Authorised Signatory

Vatika INDIA NEXT Developers Pvt. Ltd.
[Signature]
Director

Spring Buildcon Pvt. Ltd.
✓ *[Signature]*
Director

For VATIKA LIMITED
[Signature]
Director

For VATIKA LIMITED
[Signature]
Authorised Signatory

M/s Avon Buildtech Pvt. Ltd.

Village	Khasra/Mustil No.	Killa No.	Total Area		Share	Area				
			Kanal	Marla		Kanal	Marla			
Sikanderpur Badha	17	7	8	0	17/27	5	0			
		15	8	0	17/27	5	1			
		13	8	0	17/27	5	1			
		14	8	0	17/27	5	1			
		8	8	0	17/27	5	1			
		6/2	4	0	17/27	2	10			
	20	19/2	6	11	361/1484	1	12			
		20	7	12	361/1484	1	17			
	21	15/2	5	7	361/1484	1	7			
		16/1	4	0	361/1484	0	19			
	23	15/2	1	8	361/1484	0	7			
		16/1	0	17	361/1484	0	4			
	24	1/3	3	16	361/1484	0	18			
		2/1	6	16	361/1484	1	13			
	24	3/1/2	3	6	361/1484	0	16			
		9/2	6	16	361/1484	1	13			
		10	7	12	361/1484	1	17			
		11	7	5	361/1484	1	15			
		12/1	5	3	361/1484	1	5			
		20	6	13	361/1484	1	13			
	24	26	1	0	361/1484	0	5			
		15	7	12	1/2	3	16			
	25	14	8	0	1/2	4	0			
		16/1	2	11	1/2	1	5			
		11/1	4	0	1/2	2	0			
	26	20	2	13	1/2	1	7			
1		8	0	113/368	2	9				
27	2	6	6	113/368	1	19				
	10	4	11	113/368	1	8				
	6	6	5	113/368	1	18				
						65	17	8.23	Acres	
Shikopur	27	B	B	B	11/180	B	B	B		
		0	5	0		0	0	6	0.01	Acres

For VATIKA LIMITED
[Signature]
 Director

Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd.

Grand Total 8.24 Acres

[Signature]
 Director

[Signature]
 Auth. Signatory

For Avon Buildtech Private Limited

[Signature]
 Authorised Signatory

FOR Buzz Estates Private Limited Vatika INDIA NEXT Developers Pvt Ltd

Spring Buildcon Pvt. Ltd.

Authorised Signatory

M/s Spring Buildcon Pvt. Ltd

Village	Rec. No.	Killa No.	Total Area		Share	Area	
			Kanal	Marla		Kanal	Marla
Sikanderpur Badha	12	23/2	4	7	1/18	0	5
		24/2	6	0	1/18	0	7
		25/2	6	0	1/18	0	6
	15	7	8	0	1/18	0	9
		8	5	19	1/18	0	7
		12/2	4	4	1/18	0	5
		13	7	17	1/18	0	9
		14	7	11	1/18	0	8
		26	2	0	1/18	0	2
	17	12	7	12	4/9	3	7
		9/2	6	7	4/9	2	16
		10/2	7	11	4/9	3	8
		11/1	2	9	4/9	1	2
	21	20/2/2	0	7	165/448	0	3
	22	16/1	0	8	165/448	0	3
	26	1	8	0	1/24	0	7
		2	6	6	1/24	0	5
		10	4	11	1/24	0	4
	27	6	6	5	1/24	0	5

Total	14	18	Or 1.86	Acres
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Blossom Properties Pvt. Ltd. For Wonder Developers Pvt. Ltd.

[Signature]
Director

[Signature]
Auth. Signatory

For Avon Buildtech Private Limited

[Signature]
Authorised Signatory

For Buzz Estates Private Limited

[Signature]
Authorised Signatory

Valika INDIA NEXT Developers Pvt. Ltd.

[Signature]
Director

Spring Buildcon Pvt. Ltd.

[Signature]
Director

For VATIKA LIMITED

For VATIKA LIMITED

[Signature]
Director

[Signature]
Authorised Signatory

Licenses 62/2011



हरियाणा HARYANA COLLABORATION AGREEMENT

04AA 450972

This Collaboration Agreement is made at Gurgaon on this 12th day of May, 2010.

BETWEEN

VATIKA INDIA NEXT DEVELOPERS PVT. LTD. (Formerly Kiet Developers Pvt Ltd) a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia, being referred to as **First Party Party**.

WONDER DEVELOPERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia, being referred to as **Second Party**.

CASPER DEVELOPERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director Mr. Anupam Nagalia, being referred to as **Third Party**.

Casper Developers Pvt Ltd.

Mendell Developers Private Limited

Starway Developers Private Limited

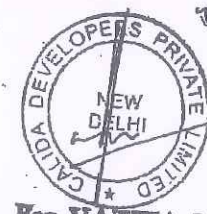
[Signature]
Director

[Signature]
Director

[Signature]
Director

Vatika INDIA NEXT Developers Pvt. Ltd.

[Signature]
Director



For VATIKA LIMITED

[Signature]

Director

For VATIKA LIMITED

Authorised Signatory

For Wonder Developers Pvt. Ltd.

[Signature]
Auth. Signatory

STANWAY DEVELOPERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director **Mr. Anupam Nagalia**, being referred to as **Fourth Party**.

CALIDA DEVELOPERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director **Mr. Anupam Nagalia**, being referred to as **Fifth Party**.

MENDEL DEVELOPERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director **Mr. Anupam Nagalia**, being referred to as **Sixth Party**.

SARVAD BUILDERS PVT LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Director **Mr. Anil Bhalla**, being referred to as **Seventh Party**.

Hereinafter, the First to Seventh Party jointly and severally referred to as the 'Owners', which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include their successors and permitted assigns, through their respective authorized signatories as mentioned hereinabove, the Party of the First Part.

AND

VATIKA LTD, a company registered under the Companies Act, 1956 having its registered office at, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at, 7th Floor, Vatika Triangle, Sushant Lok-I, M.G. Road, Gurgaon through its Dy Managing Director **Mr. Gautam Bhalla** (hereinafter referred to as "Developer", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its subsidiary companies, associates, representatives, executors and assigns, the Party of the Second Part.

WHEREAS




- A. The Owners / Party of the First Part, as mentioned hereinabove, have represented that they are the absolute owner(s) in possession of certain land parcels collectively admeasuring about 33.125 acres situated in and around villages Sikanderpur Badha, Sihi and Sikhapur Tehsil and District Gurgaon which is more particularly described in Schedule-I annexed hereto (hereinafter referred as the said land.)

Caspar Developers Pvt. Ltd. Mendell Developers Private Limited Stanway Developers Private Limited
Director Director Director

For Wonder Developers Pvt. Ltd. For VATIKA LIMITED
Director Auth. Signatory Director

Vatika INDIA NEXT Developers Pvt. Ltd. For VATIKA LIMITED
Director Auth. Signatory

For VATIKA LIMITED
Auth. Signatory



- B. The owners are absolutely entitled and empowered to construct / develop the said land in joint understanding with the Developer.
- C. The Developer is well known in the field of promotion, development and construction of real estate and is well established in this business in North India.
- D. The Owners have approached the Developer with a request to develop the said land, as detailed hereinabove, into a residential/ plotted, group housing and/or commercial colony after obtaining necessary licenses, approvals and sanctions from all concerned statutory authorities and bodies.
- E. The Developer has accepted the said offer of the Owners on the terms and conditions appearing hereunder:

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the objective of this Collaboration Agreement is to develop the said land and construct thereupon a residential/ plotted, group housing and/or commercial colony with such common amenities and facilities, as stated hereinafter, after obtaining the necessary permissions, approvals, No Objection Certificates (NOC) and sanctions etc. from the Director Town & Country Planning, Haryana or any other such authority/ body or the State/ Central Government.
2. That the Owners shall hand over the vacant and peaceful possession of the said land to the Developer and shall cooperate with the Developer by executing documents and papers as may be required for the purpose from time to time.
3. That the Developer shall apply for Change of Land Use (CLU) and grant of LOI & License from Director, Town & Country Planning, Haryana (DTCP) and obtain all the requisite licenses, permissions, sanctions and approvals of all Competent Authorities for development of the said land into a residential/ plotted, group housing and/or residential colony (hereinafter referred to as the 'said project') as per sanctions of the DTCP and Haryana Urban Development Authority (HUDA) / any other concerned authority.
4. That the Developer shall make efforts to obtain LOI & Licenses and all the requisite approvals from DTCP within a period of 12 (Twelve) months from date on which the said land comes under the approved residential zone of the State Planning Authorities. Further, the site development shall be started within a period of 12 months from the date of grant of License. However, the Developer shall be entitled for appropriate and sufficient grace periods, if any delay takes place due to force majeure circumstances or change in government policy or any other circumstances beyond the control of the Developer.

Caspar Developers Pvt. Ltd.

[Signature]
Director

Mendell Developers Private Limited

[Signature]
Director

Starway Developers Private Limited

[Signature]
Director

Vatika INDIA NEXT Developers Pvt. Ltd.

[Signature]
Director



For VATIKA LIMITED

[Signature]
Director

For Wonder Developers Pvt. Ltd.

[Signature]
Auth. Signatory

For VATIKA LIMITED

[Signature]
Authorized Signatory

5. That the Owners shall be entitled to 662 sq. yds (553.51 sq Meters) of developed/ saleable area per acre (hereinafter referred to as the 'Owners' Allocation', whereas the Developer shall be entitled to the rest of the developed / saleable area that may be available on the said land (hereinafter referred to as the Developer's Allocation). That as per present government policy appx 2662 sq. yds (2225.75 sq mtr) developed / saleable land is available / permissible against development of one acre of raw land. The Developer shall make efforts for obtaining maximum developed / saleable area on the said land. However, in case of increase or decrease in availability of developed / saleable area per acre due to change in govt. policy or any other reason, the Owners' Allocation of the same shall remain unchanged at 662 sq yds (553.51 sq mtr) developed / plotted residential land per acre of the said land and any surplus or deficit shall go to the account of Developer's Allocation. The Owners shall be entitled to their share of developed / plotted residential land on the above basis in sizes of plots that may be available in one or more sectors / parts of the proposed residential colony on the said land after the development work is complete in all respects and plots have been measured and marked and specific numbers have been assigned by the Developer.
6. That the owner and the Developer upon mutual consent and depending upon the time for overall development, may alter the ratio of sharing of plot at a subsequent date.
7. That the Owners further jointly and severally undertake that they shall not deal with the said land in any manner whatsoever and create any obstruction or impediment in the development of the said land by the Developer.
8. That the Developer shall be entitled to name the proposed colony and the Owners shall not object to the same. The Developer shall also be entitled to advertise/ publicize the said project through newspapers and other forms of print and electronic media.
9. That the Developer shall be entitled to market, enter into negotiation for sale, receive consideration amount from the prospective buyers in respect of the developer's share in the saleable are of the said project.
10. That the proposed development of the said land will be of very high quality. The Owners and / or their representatives / agents shall be fully entitled to visit the site of the development and get the quality parameter inspected.
11. That simultaneously with the signing / execution of this agreement, the Owners have appointed and constituted Sh. Gautam Bhalla s/o Sh Anil Bhalla r/o 4, Prakriti Marg, Sultanpur, Mehrauli, New Delhi as their duly constituted Attorney to do and perform all acts, things and deeds necessary in pursuance to and

Caspar Developers Pvt. Ltd.

Mendell Developers Private Limited

Stanway Developers Private Limited

Director

Director

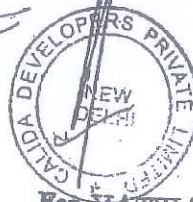
Director

Valika INDIA NEXT Developers Pvt. Ltd.

Director

Wonder Developers Pvt. Ltd.

Director



For VATIKA LIMITED

Director

For VATIKA LIMITED

Authorised Signatory

fulfillment of this Collaboration Agreement and to sell / transfer / convey the developed area(s), plots & built up floors along with proportionate indivisible share in the said land underneath the said built up floors, falling only to the share of the Developer in terms of this Collaboration Agreement in their name and on their behalf, which shall stand duly ratified by the Land Owners. The said Power of Attorney executed by the Land Owners simultaneously with the signing of this agreement shall be irrevocable and shall be totally / absolutely binding on the Land Owners.

12. That the Attorney, appointed and constituted by the Owners irrevocably, shall be fully empowered to deal and act upon the licenses and sanctions that may be granted by the authorities for development of the said land and for construction thereupon and the Owners shall extend all assistance and co-operation for smooth completion of the proposed colony.
13. That this Agreement is subject to Force-Majure Clause i.e. in any unforeseen adverse eventuality, the Developer shall not be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms thereof by reason of future restrictive government laws or regulations, strike, lockouts, riots, insurrection, war, terrorist activities, acts of God etc.
14. That this Agreement is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana in general and Gurgaon in particular.
15. That the Parties undertake to keep confidential and not to divulge or communicate to any person, except in the performance of its obligations under this Agreement, or use for its own purposes, trade secrets, confidential commercial information, financials, operations, plans, know-how or any other information concerning the Parties or any of its Affiliates, which is not in public domain.
16. That all notices, requests, demands, statements and other communications required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by registered mail at the addresses of the parties mentioned above or at such other addresses as from time to time designated by notice from the respective party to the other party. Any such notice or communication shall be deemed to have been duly given and served at the date and time of receipt of first refusal of delivery, if sent by registered mail or delivered by hand against proper acknowledgement.
17. That the parties have signed this agreement after reading and understanding all its contents and admit that this transaction is being entered into by them voluntarily and without any outside pressure, coercion and / or undue influence. Further, this Agreement supersedes all prior oral or written arrangement(s) correspondence etc., if any, and records the entire arrangement between the parties fully and finally.

Caspar Developers Pvt. Ltd.

Mendell Developers Private Limited

Stanway Developers Private Limited

Vatika INDIA NEXT Developers Pvt. Ltd.

For Wunder Developers Pvt. Ltd.

Auth. Signatory

Director

Director

Page 6 of 6

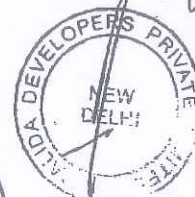
Director

Director

For VATIKA LIMITED

For VATIKA LIMITED

Authorised Signatory



[Handwritten signature]
Director

[Handwritten signature]
Director

[Handwritten signature]
Authorised Signatory

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

<p><i>Anupam</i> <i>Miraj in behera</i> <i>1355, Sector-17C</i> <i>Gurgaon, Haryana</i></p>	<p>For Vatika India Next Developers Pvt Ltd Vatika INDIA NEXT Developers Pvt Ltd Anupam Nagalia Director First Party</p>
	<p>For Wondar Developers Pvt Ltd Wondar Developers Pvt Ltd Anupam Nagalia Director Second Party</p>
<p><i>Vatika</i> <i>Surinder Lalita</i> <i>F276, Ghitori, M.G. Road.</i> <i>New Delhi-30</i></p>	<p>For Casper Developers Pvt Ltd Casper Developers Pvt Ltd Anupam Nagalia Director Third Party</p>
	<p>For Stanway Developers Pvt Ltd Stanway Developers Private Limited Anupam Nagalia Director Fourth Party</p>
	<p>For Calida Developers Pvt Ltd Calida Developers Pvt Ltd Anupam Nagalia Director Fifth Party</p>
	<p>For Mendel Developers Pvt Ltd Mendel Developers Private Limited Anupam Nagalia Director Sixth Party</p>
	<p>For Sarvad Builders Pvt Ltd Sarvad Builders Pvt Ltd Anil Bhalla Director Seventh Party</p>
<p>First Party to Seventh Party are referred to as Party of the FIRST PART</p>	
<p><i>Virendra</i> VIREN DHAR M-113/5F, Blossom-II Sector-51, Gurgaon</p>	<p>For Vatika Limited FOR VATIKA LIMITED Gautam Bhalla Director Developer</p>

For VATIKA LIMITED

Authorised Signatory

M/s Vatika India Next Pvt. Ltd. (Formerly, known as M/s Kiet Developers Pvt. Ltd.)

Village	Rect. No.	Khasra No.	Total Area		Share	Area		
			Kanal	Marla		Kanal	Marla	
Sihi	53	23/7	0	4	1	0	4	
		23/2	0	16	1	0	16	
	43	20/1	1	8	5/6	1	3	
		21/2	0	8	5/6	0	7	
		21/4	0	17	5/6	0	14	
		22/2	5	2	5/6	4	5	
		22/1	2	0	5/6	1	13	
	48	1/2	1	8	5/6	1	3	
		2	8	0	5/6	6	13	
		3/1	4	8	5/6	3	13	
	48	8	8	0	11/12	7	7	
		9	8	0	11/12	7	7	
		12	7	15	11/12	7	2	
		13	7	15	11/12	7	2	
		26	0	10	11/12	0	9	
		Total						49

For VATIKA LIMITED


Authorised Signatory

M/s Wonder Developers Pvt. Ltd.

Village	Khasra No.	Area		
		B	B	B
Sikhopur	81/1	0	2	13
	634/2/2	0	5	8
	Total	0	8	1
Or 0.252 Acres				

For VATIKA LIMITED

Authorised Signatory

M/s Caspar Developers Pvt. Ltd.

Village	Khasra No.	Area			Share	Area			
		B	B	B		B	B	B	
Sikhopur	40/2	2	3	13	79/1653	0	2	2	
	41/2	1	19	0	79/1653	0	1	17	
Total						0	3	19	0.123 Acres

For VATIKA LIMITED


Authorised Signatory

M/s Stanway Developers Pvt. Ltd.

Village	Rect. No.	Kila No.	Total Area		Share	Area			
			Kanal	Marla		Kanal	Marla		
Sikandarpur Badha	10	23/2	1	9	1	1	9		
	17	3	5	18	1	5	18		
		18	8	0	1	8	0		
		23	8	0	1	8	0		
		17	7	2	1	7	2		
		24	0	13	1	0	13		
		16	2	1	1	2	1		
	26	10/2	4	2	16/207	0	6		
	27	6	6	5	16/207	0	10		
Sihi	54	5/2	3	7	1	3	7		
		6	8	0	1	8	0		
		15/1	0	9	1	0	9		
						45	15	Or 5.719 Acres	5.719

	Kasra No.	B	B	B		B	B	B	
Sikhopur	68/2	1	0	0	1	1	0	0	
	32	4	18	0	1	4	18	0	
	43/2	0	2	2	1	0	2	2	
	44	0	19	0	1	0	19	0	
	45	1	1	0	1	1	1	0	
	46	0	18	0	1	0	18	0	
	47	1	0	0	1	1	0	0	
	48	1	8	0	1	1	8	0	
	49	1	11	0	1	1	11	0	
	147	2	0	0	1/2	1	0	0	
	148	1	8	0	1/2	0	14	0	
	149	0	12	0	1/2	0	6	0	
	150	2	0	0	1/2	1	0	0	
	162	2	4	0	1/2	1	2	0	
	40/2	2	3	13	473/1653	0	12	10	
	41/2	1	19	0	473/1653	0	11	3	
						18	2	15	11.335

17.054 Acres

For VATIKA LIMITED


Authorized Signatory

M/s Calida Developers Pvt. Ltd.

Village	Rect. No.	Khasra No.	Total Area		Share	Area				
			Kanal	Marla		Kanal	Marla			
Sikandarpur Badha	21	16/2/2	0	12	1	0	12			
		25/2	3	6	1	3	6			
	20	11/1	4	8	1	4	8			
	26	10/2	4	2	40/207	0	16			
	27	6	6	5	40/207	1	4			
							10	6		1.287
	Khasra No.	B	B	B	Share	B	B	B		
Sikhopur	26	1	3	0	1	1	3	0		
	30	0	18	0	1	0	18	0		
	67	2	14	0	1	2	14	0		
	39	0	4	0	1	0	4	0		
	40/2	2	3	13	473/1653	0	12	10		
	41/2	1	19	0	473/1653	0	11	3		
							6	2	13	3.833
									5.120	Acres

For VATIKA LIMITED

 Authorised Signatory

M/s Mendell Developers Pvt. Ltd.

Village	Rect. No.	Khasra No.	Tota Area		Share		
			Kanal	Marla			
Sihi	49	17	8	19	1		
		23/2	1	12	1		
		24/1	4	13	1		
		23/3	1	9	1		
		24/2	3	7	1		
	54	3/2	3	18	1		
		4/1	7	2	1		
		Total	31	0		3.875	Acres

For VATIKA LIMITED


Authorised Signatory

M/s Sarvad Builders Pvt. Ltd.

Village	Rect. No.	Khasra No.	Tota Area			Share		
			Kanal	Marla	Share			
Sihi	55	8/2	2	0	1			
		13/1	1	12	1			
		Total	3	12		0.450	Acres	

For VATIKA LIMITED


Authorised Signatory