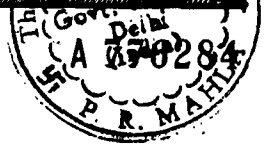




दिल्ली DELHI



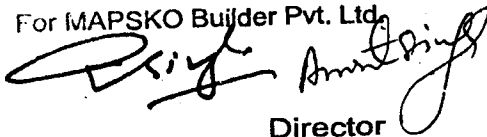
COLLABORATION AGREEMENT

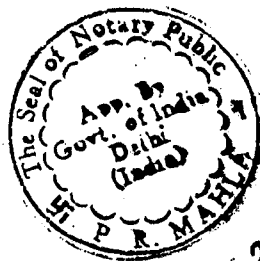
This Agreement is made at New Delhi on this the 26th day of June 2006.

BETWEEN

1. M/s MAPSKO Promoters Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 31Kanal and 17 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
2. M/s MAPSKO Buildwell Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 86 Kanal and 13 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
3. M/s MAPSKO Developers Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 122 Kanal and 16 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.

For MAPSKO Builder Pvt. Ltd.

  
Director





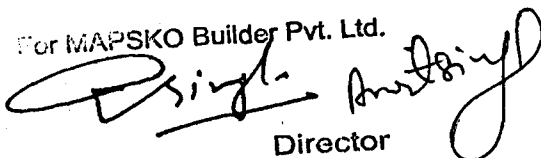
26 JUN 2006

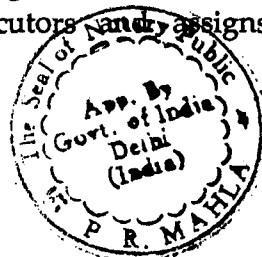
11

4. M/s MAPSKO Estates Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 104 Kanal and 1 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
5. M/s MAPSKO Infrastructure Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 113Kanal and 16 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
6. M/s MAPSKO Realtors Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 132 Kanal and 14 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
7. M/s Jayant Buildwell Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 49 Kanal and 2 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
8. M/s Kairav Infrastructure Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 25 Kanal and 4 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
9. M/s Baleshwar Infrastructure Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026, owner of agricultural land measuring 47 Kanal and 18 Marla situated in the revenue estate of Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.

(hereinafter 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 mean and include their respective associates, representatives, executors, administrators, assigns, through their duty

For MAPSKO Builder Pvt. Ltd.

  
Director



26 JUN 2006

2  
11

authorized signatory Sh. Amrit Singla vide 9 Company Resolutions of individual Owners all dated 26th day of June 2006 appended herewith, the PARTY OF THE FIRST PART.

AND

M/s Mapsko Builders Pvt. Ltd., a company registered under the provision of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi-110 026 owner of agricultural land measuring 87 Kanal and 19 Marla situated in the revenue estate of Village Bandepur, Radhana & Ahemdipur Tehsil and District Sonapat Haryana. (hereinafter referred to as the " 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) through its authorized signatory Sh. Rajiv Singla vide Company Resolution dated 26<sup>th</sup> day of June 2006, appended herewith, the PARTY OF THE SECOND PART.

WHEREAS the Owners, the Party of the First Part, as mentioned hereinabove have represented that they are absolute owners in possession of agricultural land located in the revenue estate of Village Bandepur, Radhana & Ahemdipur Tehsil and District Sonapat Haryana. admeasuring 714 Kanal and 1 Marla as per the details of each individual owner company stated above and that they are absolutely entitled and empowered to constuct/develop the same in collaboration with the Developer, hereinafter referred to as the "SAID LAND".

AND WHEREAS M/s Mapsko Builders Pvt. Ltd., the Party of the Second Part, is a well-known Builder/Developer and is engaged in the business of promotion, development and construction of real estate and is well established in this business.

AND WHEREAS the Owners have approached the Developer for development of the Said land, as mentioned hereinabove and more particularly detailed in the SCHEDULE appended herewith, into a residential colony after obtaining requisite license, approvals and sanctions from all concerned statutory authorities and bodies.

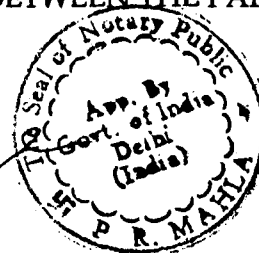
AND WHEREAS the Owners and the Developers have agreed to develop the said residential colony on the Said Land and hence this Agreement has been mutually entered and executed between the Owners and the Builder on the terms and conditions appearing hereinafter:-

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES AS UNDER:

FOR MAPSKO Builder Pvt. Ltd.



Director



26 JUN 2006

3  
1

- 1) That the subject matter of this Collaboration Agreement between the OWNER and the DEVELOPER is the aforesaid land admeasuring 100 acres 2 kanals (802 kanals) as per the details of each individual owner company stated above, situated in the revenue estate of Village Bandepur, Radhana & Ahemdpur Tehsil and District Sonipat Haryana.
- 2) That the Developer undertakes to develop the said land at its own cost and expenses and with own resources after procuring/obtaining the requisite license, permission, sanctions and approvals of all competent authorities thereafter to construct the said Complex on the said land. The owner agree in accordance with the terms and condition herein recorded, to place at the complete disposal of the Developer the said land and to irrecoverably vest in the developer all the authority of the owner as may be necessary in the discretion of the developer for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed said Complex on the said land. All expenses involved in and for obtaining licences, clearances permission or sanctions from the concerned authorities particularly payment of license fee, CLU Charges, Infrastructure Fee, Internal Development Charges, External Development Charges, Service Charges, furnishing of financial performance guarantees (bank guarantees) shall be incurred and paid by the Developer.
- 3) That the building plans for the said Complex shall be in accordance and in conformity with the zonal plan and the rules and bye laws of the Town and Country Planning Department, Haryana and/ or such other authority as may be prescribe therefore pertaining to the said land as may be enforced in the area. The plans for the said Complex shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
- 4) That the Developer shall at the earliest possible time in consultation with the Owner proceed to have suitable design, model and/ or plans prepared for the proposed Complex and get the approved/sanctioned from the competent authority(s). For this purpose the developer undertake to engage and employ reputed Architect or Architects as its own cost, expenses and responsibility. The developer shall for and on behalf of and in the name of the owner apply to the Town and Country Planning Department, Haryana and/ or such other authorities may be concerned in the matter for obtaining the requisite license permission, sanctions and approvals for construction on the said land of the proposed Complex in accordance with the applicable zonal plans within 180 days of execution of this Agreement. However, the Developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Developer desirable or necessary.

For MAPSKO Builder Pvt. Ltd.



Director




26 JUN 2006

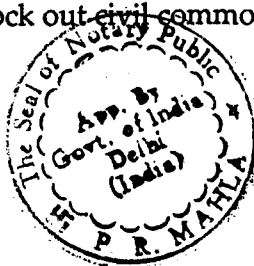
4  
11

- 5) That the entire amount required for the cost of construction of the said complex including the charges and fees of the Architect (s) preparation of Plans as also all other Statutory fees and incidental charges including scrutiny fees license fees, conversion charges, service charges payable to the Government and or any other authority for the provision of peripheral Services, to the said land/complex as may be prescribed by the concerned authority shall be of standard specification and materials employed and faculties provided shall be comparable to those used, employed or provided in any other Complex in the vicinity.
- 6) That in consideration of the owner providing the said land developing/ setting up the said complex the parties have agreed that Developer will handover 800 Sq. Yards per acre Residential Plots of various sizes to owner at various locations as per developer's desire. That the marketing rights of these Owner's allocation shall be vested with the Developer and the Developer shall remit the proceed received through sale of the Owner allocation to the respective Owners after.
- 7) The Developer shall be entitled to name the proposed Township in the name and style "MAPKSO Garden Estate" or any other similar name and the Owner shall not object to the same. The developer shall also be entitled to advertise / publicise the proposed township through Newspapers and other forms of print and electronic media.
- 8) That the proposed development of the said land will be very high quality. The Owner shall, be fully entitled to visit to see the development and get the quality parameter inspected.
- 9) That simultaneously with the signing of this Agreement, the Owner has handed over photocopies of all documents/title deeds pertaining to the said land to the Developer. The Owner undertake to make available for inspection or otherwise, any document in respect of the said Land as and when required by the Developer for the purpose of grant of license, the possession of the Land will remain with the Owner.
- 10) That the developer undertake to start the Development/construction work immediately after receipt of sanctioned building plans but not later than 60 days of the same as aforesaid and complete the construction of Complex with 48 months thereof such extended period as may be mutually agreed between the parties if the non completion of complex is result of earthquake lightning or any order or notification of the Government which prevents the progress of construction for by reason of non a viability of steel and or cement or other building material dispute with construction agency or slow down strike lock out civil commotion for by reason of war enemy action

For MAPSKO Builder Pvt. Ltd.

*[Signature]*

Director



*[Signature]*

26 JUN 2006

5/11

or act of God or for any reason beyond the control of the Developer, the Developer shall be entitled to a reasonable extension of time to the owner and get this approval/sanction in writing in thereto (which shall not unreasonably withheld by the owner).

11) (a) That the time completion of the said complex as stated above is the essence of this contract. If the Developer shall in any manner neglect or fail to carry on the complete the work of construction within the period of 48 months from the date of start of construction or such extended period as may be mutually agreed then and in any such case the owner shall without voiding the contract, be entitled to get the work complete at the risk and cost of the building and upon completion to receive payment of expenses incurred by the owner in completing the said compels and/or deduct the same from the security deposit save as aforesaid the shares/entitlements of the parties hereto in the build/un-build areas of the said complex mentioned in this Agreement shall remain the same and effective.

(b) That since considerable expenditure efforts & expertise are involved in getting the land use changed and obtain the license for the proposed complex, it is the condition of this Agreement that after obtaining the license and the required permission from the concerned authorities of the license and the required permission from the concerned authorities of the said complex, the owner or its nominees or legal heirs will not cancel or back out from this Agreement under any circumstances. In such eventuality the Developer beside their other rights will be entitled to get the said Agreement fulfilled/enforced through a suit for specific performances at the cost and risk of the owner.

(c) That it is agreed between the parties that the Developer may, if deemed fit and proper, transfer and assign the rights in the license etc. to be granted by the Competent Authorities to develop the said Complex on the said land to a third party for such price and on such terms and conditions as the developer may in consultation with the owner.

12) That it is agreed hereunder by the developer to the owner undertakes irrevocably to constitutes the developer or its nominees to act jointly or severally as their attorney by a separate documents for sale of Developer' s allocation of area in the said complex and for all purpose mentioned in the power of attorney for full implementation of this Agreement in al respect. However the developer undertake in its capacity as developer in terms of this Agreement and as irrevocable attorney for the owner not to do or cause to be done any act, omission, or thing which may in any manner contrivance any rules law or regulations or which may amount to misuses of any terms thereto or breach of any other provision of law, in case of performance or non observance of any such rules regulations law or conditions then the entire liability in the behalf shall be incurred and

For MAPSKO Builder Pvt. Ltd.



Director



26 JUN 2006

6  
11

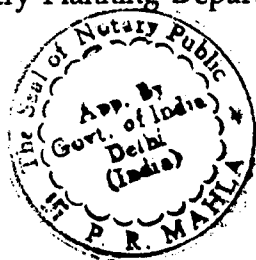
discharged by the developer and further more the developer and further more the developer undertake to keep the owner harmless and indemnified against all claims and demands resulting from such non performance and non observance of rules, regulation and laws in terms of this clause.

- 13) That it is agreed between the parties that the possession of the said property once delivered/handed over to the developer for the purpose of the above mentioned Complex, shall not be disturbed and they shall not be dispossessed till the completion of development of the said Complex, subject to clause agreed hereunder by the developer.
- 14) That this Agreement vests a right to the developer to develop the said land in accordance with the terms of this Agreement and to own as property belonging to the Developer of dispose of the whole of its share of the said complex upon execution of clause No. '4 agreed hereunder to the owner as provide as also the right to use in the common areas and common facilities (hereinafter called " the developer's allocation" the will of and as may be decided by the developer from time to time.
- 15) That since considerable expenditure, efforts and expertise are involved in getting the land released form acquisition, getting the land use changed and obtaining the license for the proposed Complex, it is the condition of this Agreement that after obtaining the license and the required permission from the concerned authorities for the said Complex, the owner/or theirs nominees or their legal heirs will not cancel or back out and or withdraw from this Agreement under any circumstances. In such eventuality the Developer besides is other rights will be entitled to get this Agreement enforce court and during pendency of the suit the owner shall not enter into any agreement with respect to the said land with any third party.
- 16) That parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands.
- 17) That all rates cases and taxes due and payable in respect of the said land upto the date obtains of the license shall be exclusive liability of the owner and thereafter the liability in this behalf shall be of the developer. All rates, cases, taxes etc. levied due to or on account of release from acquisition, change in land use, application for license etc. shall be payable by the developer.
- 18) That the Owner covenants with the Developer that the owner shall supply and provide all documentary evidence regarding ownership of land as may be required to be submitted to the Town & Country Planning Department, Haryana and or such other

FOR MAPSKO Builder Pvt. Ltd.



Director



26 JUN 2006

7  
11

Authority concerned with the matter and further that the owner shall also within a week of receipt of any request from the developer sign and execute such other documents, applications affidavits undertaking as may be necessary for approval, development and completion of the Complex and for given effect to the terms of this agreement.

- 19) That the developer shall be solely responsible and liable for payment of all dues to its workers; employees and statutory compliance of Labour law, rules and regulations as are in force or introduces from time to time with respect to the employment or personnel payments of wages, compensation, welfare etc. and/ or for any accident or lack of safety resulting in injury or damage to workmen plant and machinery or third party. All claims and demand during construction shall be settled and cleared by the developer and non-liability on this account shall fall on the owner.
- 20) That the owner and developer shall be responsible and liable in respect of income tax and/ or other statutory liabilities as far as their respective share or sale proceeds thereof is concerned.
- 21) That the Developer shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the developer with various statutory authorities for seeking various approvals etc. for the said complex. The Owner undertakes that within seven days of receipt of any such refund referred to hereinabove, it shall pass on the same to the developer.
- 22) (a) That it is also agreed between the parties that out of the said land if any land is acquired by the Government, and/ or not included by the D.T.C.P. in the said License, compensation in lieu thereof payable by the Government shall be receivable by the owner upon receipt of all which made by developer to the owner till such time, for the concerned piece of the said land, shall be returned by the owner to the developer.
- (b) That it is agreed between the parties that if D.T.C.P shall not give the license on said land, in that case owner shall refund all the expenses done by developer and then this Agreement shall be treated as null and void.
- 23) That the owner had declared and represented to the developer that the said land is free from all encumbrances, charges gifts, liens, attachment, liabilities, tenancy, unauthorized occupation, claims and litigation whatsoever, owner shall keep the said property free from all encumbrance and the owner undertakes not to create and third party interested in the said land which is the subject matter of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these

For MAPSKO Builder Pvt. Ltd.

Director



26 JUN 2006

8  
11



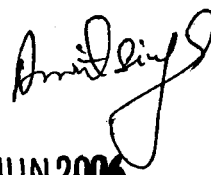
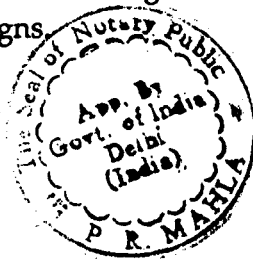
declaration and representation/ undertaking of the owner. The owner shall fully cooperate with the developer to take all steps for getting the license from the Government, Further the Developer will not claim any cost for getting the licenses etc.

- 24) That if there be any claim, demand, tax litigation of any nature whatsoever against the Owner not attributable to application for change of use etc., then it is a condition of this Agreement that the work of development of the said Complex and/or any other matter incidental to this Agreement shall not at any time or during development or after the completion of on handling over possession to the intending purchasers, by stopped prevented, obstructed or delayed in any manner.
- 25) That the owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development, marketing and sale of the developer's allocation of areas subject to execution of the clauses.
- 26) That on execution of this Agreement this developer shall be entitled to enter upon the said land only for 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 Authorities as may be concerned in the matter or releasing of land and granting of requisite license, permissions sanction and approval for developments.
- 27) That this agreement is not and shall not however be deemed to be constructed 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 recorder herein
- 28) That the parties thereto agreed and undertake to perform their part of the Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other act, deeds, matters and things whatsoever as may be necessary for implementing or given efforts to the terms of this Agreement.
- 29) That the Owner shall not assign, transfer, charge of encumber their rights and benefits under this Agreement to any person in any manner without the prior written approval of the Development & developer shall not sell or create third party rights unless all due payments made to the owner.
- 30) That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the convents herein contained this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors administers, liquidators and assigns.

For MAPSKO Builder Pvt. Ltd.



Director



26 JUN 2006

9  
11

31) That the failure of either party to enforce at any time or for any period of time to the provisions hereof shall not construed to waiver of any provision or of the right hereafter to force each provision.

32) That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of the Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall remind valid and enforceable.

33) This agreement has been executed for obtaining license from the Govt. for development of the said complex as mentioned above. This memorandum of understanding shall abide by the conditions as per terms agreed between the parties hereto.

34) That his Agreement is subject to the jurisdiction of the Courts at Sonipat and the High Court, Chandigarh.



IN FAITH AND TESTIMONY, the parties have set their hand to this collaboration Agreement on the date, moth year and place first mentioned above in the presence of eyewitness.


M/s MAPSKO Promoters Pvt. Ltd.

  
Authorised Signatory

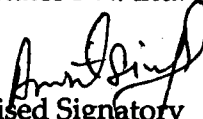
M/s MAPSKO Buildwell Pvt. Ltd.

  
Authorised Signatory

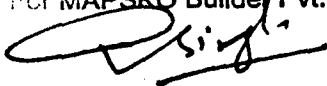
M/s MAPSKO Developer Pvt. Ltd.

  
Authorised Signatory

M/s MAPSKO Estates Pvt. Ltd.

  
Authorised Signatory

For MAPSKO Builder Pvt. Ltd.



Director



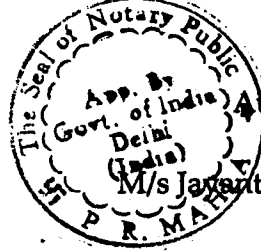
26 JUN 2006

10  
11

M/s MAPSKO Infrastructure Pvt. Ltd.

*[Signature]*  
Authorised Signatory

M/s MAPSKO Realtors Pvt. Ltd.



*[Signature]*  
Authorised Signatory

M/s Jagat Buildwell Pvt. Ltd.

*[Signature]*  
Authorised Signatory

M/s Kairav Infrastructure Pvt. Ltd.

*[Signature]*  
Authorised Signatory

M/s Baleshwar Infrastructure Pvt. Ltd.

*[Signature]*  
Authorised Signatory

(OWNER - PARTY OF THE FIRST PART)

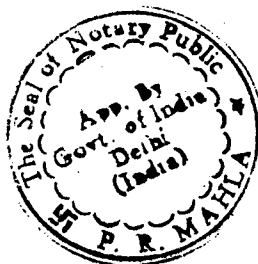
M/s MAPSKO Builders Private Limited

*[Signature]*  
Authorised Signatory

(DEVELOPER - PARTY OF THE SECOND PART)

WITNESS:

- 1. *[Signature]*  
SUBHASH GARG  
G9 EKJOT, PITAMPURA  
Delhi-34
- 2. *[Signature]*  
Amit Kumar  
AMIT KUMAR  
120, Ekjot Apartment,  
Pitampura, New Delhi-34



ATTESTED  
*[Signature]*  
NOTARY PUBLIC  
DELHI (INDIA)

26 JUN 2006

//  
//