



हरियाणा HARYANA

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurgaon on this 19th day of December 2011

BETWEEN

M/s Solitaire Softech Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its corporate office at E-20, Lajpat Nagar, Part – III, New Delhi - 110024 acting through their representative Mr. Harinder Srivastava, duly authorized vide Board Resolution dated 12.12.2011 (hereinafter called the "THE OWNERS") which expression unless repugnant or opposed to the context thereof includes their heirs, legal representatives, executors, administrators and permitted assigns etc.) the party of the **FIRST PART**.

AND

M/s Fantasy Buildwell Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its corporate office at 11th Floor, Paras Twin Towers, Tower B, Sector – 54, Gurgaon (Haryana) acting through their representative Mr. Adesh Kumar Tyagi duly authorized vide Board Resolution dated 01.11.2011 (hereinafter called the "DEVELOPER") which expression unless repugnant or opposed to the context thereof includes heirs, legal representatives, executors, administrators and permitted assigns etc) the party of the **SECOND PART**.

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

For SOLITAIRE SOFTECH PVT. LTD.

Director/Auth. Signatory

FANTASY BUILDWELL PVT. LTD.

Authorised Signatory

WHEREAS the OWNERS represent that they are the absolute and legal owner and in possession of parcels of land situated in the revenue estate of village Gawal Pahari, Tehsil Sohna, District Gurgaon in the state of Haryana total admeasuring **37 Kanal 1.5 Marla i.e. 4.634375 Acres** as more particularly shown and marked in red in the plan annexed hereto as Annexure-I and more specifically described in the Schedule of Property annexed hereto as Annexure-II forming part and parcel of this Agreement (hereinafter referred to as the "**Property**").

WHEREAS the said land is free from any charges, liens, encumbrances, claim, dispute, litigations, notifications, etc. and the OWNERS have a perfect and legal title to the said land and are fully entitled in law to deal with the same.

WHEREAS in view of their track record and expertise in real estate development, the OWNERS have approached the DEVELOPER for development of the said land, as a part of the Residential Group Housing Complex being developed by the Developer on lands which includes but not limited to the Said Land ("Project"), on collaboration basis and share expenses and built up area as mentioned hereunder between the parties.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned:-

NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under:-

1. That the subject matter of this collaboration agreement between the Owners and the DEVELOPER is the said land admeasuring **37 Kanal 1.5 Marla i.e. 4.634375 Acres** situated in revenue estate of village Gawal Pahari, Tehsil Sohna, District Gurgaon in the state of Haryana for utilizing the same for construction and development of the same as a Residential Group Housing Complex by the DEVELOPER, ("hereinafter referred to as "Said Land"), marked in the Aks Sizra (layout plan) attached hereto as Annexure - 'I' and details whereof are fully described in the schedule annexed and marked hereto as Annexure - 'II'.
2. That the DEVELOPER undertakes to develop the said Land as a part of the Residential Group Housing Complex being developed, at its own cost and expense and with its own resources and shall procure / obtain the requisite licences, permissions, sanctions and approvals of all competent authorities. The OWNERS agree in accordance with the terms and conditions herein recorded, to vest in the Developer all the authority of the OWNERS 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 complex on the said land.

For SOLITAIRE SOFTECH PVT. LTD.

FANTASY BUILDWELL PVT. LTD.


Director/Authorized Signatory


Authorized Signatory

M/S Fantasy Builders Pvt

Stamp
Panchayat Bhawan
Gurgaon (H.R.)

14 DEC 2011

Sl. No. 57107
दिनांक 19/12/2011

प्रलेख नं: 26

डॉड संबंधी विवरण	
डॉड का	AGREEMENT
तहसील/स	सील सोहना गांव/शहर Gwal Pahari
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 20	100.00 रुपये
स्टाम्प	500.00 रुपये
कुल स्टाम्प ड्यूटी की राशि 500.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	
पेस्टिंग शुल्क 2.00 रुपये	
रूपये	

Drafted By: Dhariwal Adv

यह प्रलेख दिनांक 19/12/2011 दिन सोमवार समय 2:23:00PM बजे श्री/श्रीमती/कुमारी M/s Solitaire Softech
श्री/श्रीमती/कुमारी निवासी E-20, Lajpat Nagar-III N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर श्री

उप/संयुक्त पंजीयन अधिकारी
सोहना

श्री M/s Solitech P Ltd thru Harinder Srivastava (OTHER)

उपरोक्त श्री/श्रीमती/कुमारी Thru-Adesh kr Tyagi दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
तथा साक्षी के स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने भेरे समक्ष पेशकता
को अदा तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N S Dhariwal Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon
व श्री/कुमारी Baljeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Roop Ram, निवासी Rajiv Nagar GGN ने की।
साक्षी नं: 1 जो हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है।

दिनांक 2011

उप/संयुक्त पंजीयन अधिकारी
सोहना

Reg. No. 6426 Reg. Year 11-2012 Book No. 1



पेशकर्ता

दावेदार

गवाह

पेशकर्ता
Harinder

[Signature]

दावेदार
Thru

[Signature]

गवाह 1:-

1/-

गवाह 2:- Baljeet Singh

[Signature]

प्रमाण-पत्र

प्रमाणित है कि यह प्रलेख क्रमांक 6,426 आज दिनांक 19/12/2011 को बही न: 1 जिल्द न: 2,063 के पृष्ठ 270 पर चिपकाई गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 270 के पृष्ठ 270 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाह/निशान अंगुठा मेरे सामने किये है ।

दिनांक 19/12/2011

उप/संयुक्त पंजीयन अधिकारी
सोहना

[Signature]

[Signature]

[Signature]

[Signature]

3. That the Developers shall ensure that Building Plans for the proposed Residential Group Housing Complex shall be in accordance with conformity with the Zonal 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 land as may be in force in the area. The said building plans for the said Residential Group Housing Complex shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.

4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Group Housing Complex and get them approved / sanctioned from the competent authority (s). 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 licences, permissions, sanctions and approvals for the construction on the said land of the proposed Residential Group Housing Complex in accordance with applicable zonal plans subsequent to execution of this agreement. The Developer shall carry out development of the said Project herein on the said Land strictly in accordance with the plans & drawings approved & sanctioned by the concerned regulatory authorities and as per the byelaws, rules, regulations, guidelines applicable to the area in general. That the Developer shall be responsible for any deviation from the sanctioned building plans and any defect in the construction for the proposed project and shall keep Owner harmless and indemnified against any loss or penalty that Owner may have to suffer on account of such deviations or defect.

4A In addition to the other obligations as per the terms of the present Agreement, the Developer shall have the following obligations (Developer's Deliverables')

4A.1 That it is agreed that the Developer shall obtain the Letter of Intent (LOI) from the concerned authority for development of said Project on the said Land within a period of 1 (one) year from the date of the execution of this agreement. It is specifically agreed that in case the developer fails to do so, then this agreement shall stand terminated unless otherwise mutually decided by the parties. On termination of the said agreement, both the parties shall not have any demand or liabilities viz each other and if the deposits as made are refunded, the same shall be returned to the respective party. Further, refundable security shall be refunded to the developer by the Owner.

4A.2 It is agreed that, after grant of the abovesaid approvals, sanctions or licenses as the case may be for the said Project, Developer shall provide to Owner copies of all the applications, affidavits, undertakings, etc. filed by the Developers, with the concerned regulatory authorities for approvals,

For SOLITAIRE SITE DEVELOPERS,

Director/Auth. Signatory

FANTASY BUILDWELL PVT. LTD.

Authorised Signatory

प्रलेख न: 6426

दिनांक 19/12/2011

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील सोहना	गांव/शहर Gwal Pahari
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 20,000,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 500.00 रुपये
स्टाम्प की राशि 500.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: N S Dhariwal Adv

यह प्रलेख आज दिनांक 19/12/2011 दिन सोमवार समय 2:23:00PM बजे श्री/श्रीमती/कुमारी M/s Solitaire Softech P Ltd thru Harinder Srivastava पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी E-20, Lajpat Nagar-III N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
सोहना

श्री M/s Solitaire Softech P Ltd thru Harinder Srivastava (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru-Adesh kr Tyagi दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N S Dhariwal Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Baljeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Roop Ram, निवासी Rajiv Nagar GGN ने की।
साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 19/12/2011

उप/संयुक्त पंजीयन अधिकारी
सोहना

3. That the Developers shall ensure that Building Plans for the proposed Residential Group Housing Complex shall be in accordance with conformity with the Zonal 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 land as may be in force in the area. The said building plans for the said Residential Group Housing Complex shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.

4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Group Housing Complex and get them approved / sanctioned from the competent authority (s). 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 licences, permissions, sanctions and approvals for the construction on the said land of the proposed Residential Group Housing Complex in accordance with applicable zonal plans subsequent to execution of this agreement. The Developer shall carry out development of the said Project herein on the said Land strictly in accordance with the plans & drawings approved & sanctioned by the concerned regulatory authorities and as per the byelaws, rules, regulations, guidelines applicable to the area in general. That the Developer shall be responsible for any deviation from the sanctioned building plans and any defect in the construction for the proposed project and shall keep Owner harmless and indemnified against any loss or penalty that Owner may have to suffer on account of such deviations or defect.

4A In addition to the other obligations as per the terms of the present Agreement, the Developer shall have the following obligations (Developer's Deliverables')

4A.1 That it is agreed that the Developer shall obtain the Letter of Intent (LOI) from the concerned authority for development of said Project on the said Land within a period of 1 (one) year from the date of the execution of this agreement. It is specifically agreed that in case the developer fails to do so, then this agreement shall stand terminated unless otherwise mutually decided by the parties. On termination of the said agreement, both the parties shall not have any demand or liabilities viz each other and if the deposits as made are refunded, the same shall be returned to the respective party. Further, refundable security shall be refunded to the developer by the Owner.

4A.2 It is agreed that, after grant of the abovesaid approvals, sanctions or licenses as the case may be for the said Project, Developer shall provide to Owner copies of all the applications, affidavits, undertakings, etc. filed by

For SOLITAIRE SUB DEVELOPERS, with the concerned regulatory authorities for approvals,

Director/Auth. Signatory

FANTASY BUILDWELL PVT. LTD.

Authorised Signatory

प्रलेख नः 6426

दिनांक 19/12/2011

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील सोहना	गांव/शहर Gwal Pahari
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 20,000,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 500.00 रुपये
स्टाम्प की राशि 500.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: N S Dhariwal Adv

यह प्रलेख आज दिनांक 19/12/2011 दिन सोमवार समय 2:23:00PM बजे श्री/श्रीमती/कुमारी M/s Solitaire Softech P Ltd thru Harinder Srivastava पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी E-20, Lajpat Nagar-III N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
सोहना

श्री M/s Solitaire Softech P Ltd thru Harinder Srivastava (OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru-Adesh kr Tyagi दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N S Dhariwal Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Baljeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Roop Ram, निवासी Rajiv Nagar GGN ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

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उप/संयुक्त पंजीयन अधिकारी
सोहना

sanctions, clearances or No objections, etc. for and in connection with the development of said project on the said Land for purposes of record of Owner.

4A.3 That the Developer agrees and undertakes to develop, construct and complete the construction of the proposed project on the said Land, as agreed herein, according to the drawings, plans and designs, to be prepared by the recognized Planners and Architects and approved and sanctioned by the statutory authorities.

4A.4 That the Developer shall, subject to FORCE MAJEURE circumstances, complete the development and construction of the said Project on the said Land as per the sanctioned Building Plans within a period of 40 months from the date of grant of license from the concerned authority for the said project.. If, however, for any reason Developer is unable to complete the development of the proposed project within the said period of 40 months from the date of grant of license from the concerned authority for the said project, as stipulated hereinabove, the time period for completion of construction shall be extended subject to the payment of a penalty of Rs. 5/- per square ft. per month for the delayed period.

4A.5 That the Developer shall use construction materials of good and standard quality in the construction and completion of the proposed project on the said Land.

4A.6 The Developer shall construct and develop the said Project on the said Land by using maximum permissible FSI with all convenience, facilities and amenities that are customary as per requirement under applicable development rules and regulations with facilities for car parking and other services utilizing the maximum permissible FAR.

4A.7 That the developer shall also obtain the Occupation/Completion Certificate of the proposed project on the said Land in whole or in parts at its cost and expense exclusively.

5. That the entire amount required for the cost of construction of the said Residential Group Housing Complex shall be paid by the DEVELOPER. Subject to Clause 6 below, all other statutory fees, charges, security fees, licence fees, renewal of license, conversion charges for obtaining licence, clearances, permissions or sanctions from the concerned authorities, and other expense of similar nature payable upto the approval of Building

For SOLITAIRE SOFTWARE

FANTASY BUILDWELL PVT. LTD.

Director/ Auth. Signatory

Authorised Signatory

Reg. No.	Reg. Year	Book No.
6426	2011-2012	1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Harinder Srivastava

दावेदार

Thru-Adesh kr Tyagi

गवाह 1:- N S Dhariwal Adv

गवाह 2:- Baljeet Singh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,426 आज दिनांक 19/12/2011 को बही न: 1 जिल्द न: 2,063 के पृष्ठ न: 55 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 270 के पृष्ठ सख्या 84 से 86 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 19/12/2011

उप/संयुक्त पंजीयन अधिकारी
सोहना



plans shall be incurred and paid by the Developers only. The EDC & IDC shall be paid by the parties proportionate to their allocation share.

6. The parties shall share the costs of getting the License as applicable to the Said Land, in the manner as required under the provisions of the applicable law in the proportion of the share agreed upon in the present agreement on the saleable area as per Clause 15. It is specifically agreed that Owner's liability on costs to be incurred for obtaining the said license shall not exceed 45% of the total cost for obtaining the said License as applicable on the Said Land and under no circumstances shall the Owner be required to meet any costs or expenses apart from the same.
7. That the electricity and water, security charges, any type of renewal charges, payable to the government and/or any other authority for the provision of peripheral services to the said land / Residential Group Housing Complex including fire fighting equipment / arrangements, as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER or its nominated Maintenance Agency. The said Maintenance Agency shall have right to recover the same from the unit holders on pro rata basis. .

That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Residential Group Housing Complex in accordance with the terms of this agreement and to own as property belonging to the DEVELOPER or dispose of the whole of its allocated share of the built / un-built up area of the Said Land as provided herein with proportionate share in the land underneath the said Land as also the right to use the common areas and common facilities (hereinafter called the DEVELOPER's ALLOCATION). The Owners shall grant an irrevocable registered general power of attorney to the DEVELOPER for obtaining permission for change of land use, procuring licence, 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.

8. That the construction of the Owner's allocation shall be carried out by the DEVELOPER at the cost of DEVELOPER and the same shall belong to the OWNERS.
9. The OWNERS have not alienated the Said Land in favour of any third party. Pursuant to the execution of the present agreement, the Owners shall ensure that no third party right or claim shall arise on the said land except as per the terms of the present agreement.
10. That in case the permission for change of land use/licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the DEVELOPER is unable to obtain the

For SOLITAIRE SOFTECH PVT. LTD.


Director/Auth. Signatory

FANTASY BUILDWELL PVT. LTD.


Authorised Signatory

requisite permission for development of the said land either parties shall have no claim against the other party except as provided in Clause 12 below.

11. That in case any amount / fees deposited with the government / any other authority is refunded to either parties, the other Party's share to the proportion of their Allocation as per the present Agreement shall be returned to the other party within two days of the receipt of the same and in the event of any delay beyond this period the party receiving the refund will pay an interest @ 18% per annum on the amounts so received.
12. That the OWNERS have handed over actual physical and vacant possession of the aforesaid land to the DEVELOPER at the spot for promotion, development, construction and sale of the project in accordance with law. It is specified that the possession is for the limited purpose as provided for in the present Agreement.
13. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed complex it is the condition of this agreement that after execution of this contract and/or obtaining of licence and the required permission from the concerned authorities for construction on the said land, subject to the Developer complying with its obligations under the present agreement, either parties, will not have any right to cancel or back out and/or withdraw from this agreement under any circumstances, unless it is mutually agreed by the parties or if the agreement is terminated as per the present agreement. In such eventuality either party 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 other party and during such pendency of the suit either party shall not have right to enter into any agreement with respect to the said land with any third party.
14. For the purpose of this agreement, Saleable Area shall the proportionate FSI over the Said Land ("Saleable Area"). It is agreed that 45% (Forty Five percent) of the Saleable Area free from all charge/lien in respect of aforesaid land with proportionate undivided, indivisible or impartible ownership rights in the land underneath as also in common facilities shall belong to and be owned by the OWNERS (herein referred to as ' Owners' allocation) and the remaining 55% (Fifty Five percent) built /unbuilt area of the said Saleable Area together with proportionate undivided, indivisible or impartible ownership rights in the land underneath the Said Land as also and common facilities (herein 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. For the sake of clarity, the allocation

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to either party includes proportionate car parking, club membership, right to use and access to all common areas and related facilities as available to unit holders in the entire project.

15. The Developer shall deposit an interest free Refundable Earnest Money deposit of **Rs. 2,00,00,000/- (Rupees Two Crore only)** ("Earnest Money") at the time of execution of this Agreement, with the OWNERS. The OWNERS would be free to use entire Earnest Money in any manner. The above Earnest Money Deposit shall be refunded by the OWNERS to the Developer at the time of handing over the OWNERS allocation or termination as specified hereinabove in this Agreement.
16. The total Earnest Money of **Rs. 2,00,00,000/- (Rupees Two Crore only)** is being paid along with the signing of this Collaboration Agreement in the following manner.

Sl.No	Cheque	Dated	Amount	Drawn on
1	944269	19.12.2011	2,00,00,000/-	Citi Bank
	Total		2,00,00,000/-	

17. The area allotted to each of the parties as per mutual consent and the same shall be tentatively marked in the Plan when prepared and approved. The parties have agreed that any minor 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 complex in good faith and as per applicable best practices.
18. That the DEVELOPER shall be at liberty to obtain booking of any area forming part of their respective allocation or to accept any money from general public after obtaining permission for change of land use from competent authorities. The parties have further agreed that they shall be entitled to retain or let out or transfer out of their allocated area as detailed above in Clauses 14 and 17, any units or spaces in their allocated area in the said 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. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demand resulting therefrom.
19. That the consideration to be given by the DEVELOPER to the OWNERS in respect of rights which are to vest in the DEVELOPER shall be the Owner's Allocation as defined in Clause 14. The construction of OWNERS

allocation along with meeting of all applicable expenses in accordance with the terms of the present Agreement shall be met by and carried out by the DEVELOPER at the cost of the DEVELOPER.

20. That the DEVELOPER pursuant to completion of construction shall send written intimation to the OWNERS calling upon the OWNERS to obtain possession of their allocation. In case the OWNERS fail to obtain possession of their allocation from the DEVELOPER within a period of 30 days from the date of receipt of written intimation referred to above, it shall be considered as deemed possession of the Owner.

21. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNERS and thereafter the liability in this behalf on the Said Land shall be borne by the parties to the agreed proportion mentioned in this agreement.

22. That it is specifically agreed between the parties that any tax liability/ demand (direct or indirect taxes) of any nature whatsoever arising on any party on account of this collaboration between the parties shall be borne by the respective party.

23. That the OWNERS covenant with the DEVELOPER that they shall assist in providing all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNERS shall also within a week of receipt of any 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 complex and for giving effect to the terms of this agreement.

24. (i) That the OWNERS undertake irrevocably to constitute the DEVELOPER as their lawful attorney by a separate document i.e. General Power of Attorney for submitting applications to the various authorities, requisitions, licences, 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 complex and for sale and transfer of DEVELOPER allocation in the building and for all purposes mentioned in the agreement and in the draft of power of attorney, approved by the parties hereto. The DEVELOPER shall be entitled to take project loan by mortgaging the Said Land in question and to execute all documents as may be required for this purpose subject to its providing a separate indemnity bond to the Owner and at all times indemnifying the Owner from any loss, damages, demands or liabilities which may arise on the Owner in

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any manner whatsoever in relation to the aforesaid loan. It is understood by both the parties that during the development of the project, the Developer shall spend a huge amount of money towards the development of the project. In light of the same, it is specifically agreed that unless the collaboration agreement is terminated (subject to receipt of payment of owners share in time) in the manner as provided in this agreement, the GPA shall remain irrevocable.

24.(ii) That simultaneously with the execution of this agreement, the owner have furnished to the developer the copies of all documents of title pertaining to the title of the Said Land Moreover, the developer shall be entitled to permit inspection of the same to the banks/financial institutions.

25. That the owners and DEVELOPERS shall be responsible and liable in respect of income-tax as far as their respective allocated share of the built or unbuilt areas of the building or sale proceeds thereof are concerned. The developer indemnifies the Owners against any liability arising from any statutory liability with respect to any defect in construction and development of the project on the Said Land.

26. That owners have declared and represented to the DEVELOPER that the said 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 owners. . The DEVELOPER has entered into this agreement relying / acting upon these declarations and representations / undertakings of the owners.

27. That the Said Land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the owners are lost on account of any defect in the owners title or any litigation started by any one claiming through the owners or any one claiming title paramount to the owners or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the owners, the owners shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER on account of the Said Land or part thereof. . The owners expressly undertake / agree to keep the DEVELOPER harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER may sustain or incur by reason of any defect in title of the owners.

28. That the Developer shall keep the Owner indemnified on account of any loss/damage/claims/demand/liabilities that may arise on the Owner on account of construction and development of the Owner's Allocation

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including any defect/ poor construction of the same and any claims arising therefrom.

29. in case of any liabilities the owner's allocation It is hereby clarified that for any structural/construction defect, the Developer shall be liable to indemnify the Owners and the Developer shall be liable to pay the damages, losses, costs and expenses sustained by owner Nothing in this clause shall be applicable in case of force majeure.
30. That if there be any claim, demand, tax, litigation of any nature whatsoever against the either of the party, then it is a condition of this agreement that the work of development and / or completion of the said building 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..
31. That the OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of built or un-built areas of the project building. The Developer shall get prepared and shall finalize the format of application for allotment, allotment letter, property buyer's agreement, conveyance deed etc for its share of Allocation, the copy of these documents may be provided to the Owner for their use, if required so. The owner shall be entitled to alter the clause of any document used by the Owner for its share of allocation, keeping in view the uniformity of the documents and interest of entire project / unit holder. However it is hereby clear that maintenance clause in all documents shall be similar.
32. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said 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 licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. Subject to applicable directions / guidelines of the statutory authorities, the DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is a Residential Group Housing Complex wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the competent authority, and to have temporary site office in any part of the said land apart from the land of which total possession has been handed over to the DEVELOPER for the limited purpose of this agreement

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33. That it is agreed between the parties that the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above mentioned project shall not be disturbed and they shall not be dispossessed therefrom till the project building is complete subject to due performance of terms and conditions of this collaboration agreement by the DEVELOPER and as per the applicable directions / guidelines of the statutory authorities. The building shall be deemed to have been completed when the structure of the building, installation of composite panels and glass work has been completed.
34. 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, and both the parties shall act as independent parties as per the present contract. Nothing shall prejudice the rights incurred in either parties vide the General Power of Attorney duly executed between the parties
35. 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.
36. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances which are specified as under:

Force Majeure means any event or combination of events or circumstances beyond the control of the Imperial and / or Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, is prevented or caused to be prevented and which materially and adversely affects either Party's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics and other natural disasters;
- (b) explosions or accidents;
- (c) strikes that are not caused on account of any willful default or negligence of Developer ;
- (d) non availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (e) war and hostilities of war, riots or civil commotion;
- (f) the promulgation of or any amendment in any Law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or

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- (g) any event or circumstances analogous to the foregoing.
37. That the owners shall also give right through irrevocable power of attorney in the format as has been already provided to and approved by the Owners to the Developer to execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) by the DEVELOPER, at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement. The developer hereby assures and confirms to the owner that it shall provide assistance to the owner and provide NOC, if any as may be required for sale of Owner's Allocation to the prospective buyers.
 38. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.
 39. 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.
 40. That the common areas of the said complex / scheme shall be maintained by Developer or the professional maintenance company appointed by the DEVELOPER. The said nominated/appointed company shall execute a separate Maintenance Agreement with the all occupants/units holders. The Maintenance agreement shall be finalized by the Maintenance Agency, the terms & conditions of Maintenance Agreement shall be equally binding on all the parties/ unit holders for the project. The necessary maintenance charges shall be paid proportionately by the owners and the other units holders in their area sharing ratio irrespective of the occupancy. The liability of the owner's to pay maintenance charges shall accrue from the date when the DEVELOPER gives possession to the Owner in the manner as provided in this agreement. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance and resources and the guiding principle would be the cost of maintenance of similar Residential Group Housing complex in Gurgaon. The maintenance agency shall have the right to recover the maintenance and allied charges in terms of the maintenance agreement between the maintenance agency and the unit holders. That in pursuance of the due performance of the obligations and 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.
 41. 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.

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42. 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 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.
43. That the Courts in New Delhi alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
44. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER and the OWNERS as per their allocated share.
45. 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.
46. That All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement or over any other matter/issue shall be mutually discussed and settled between the Parties by mutual discussion.
47. The Dispute which cannot be amicably settled shall be referred to the arbitration. The arbitration proceedings to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other modification that is in force at the time of dispute. The venue of arbitration shall be New Delhi only and the language of arbitration shall be English. The cost of Arbitration shall be borne by the parties equally.

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

DRAFTED BY

NIHAL SINGH DHARIWAL
Advocate, Gurgaon

OWNERS

M/s Solitaire Softech Pvt. Ltd.

Authorized Signatory

WITNESSES :

(1) _____

NIHAL SINGH DHARIWAL
Advocate, Gurgaon

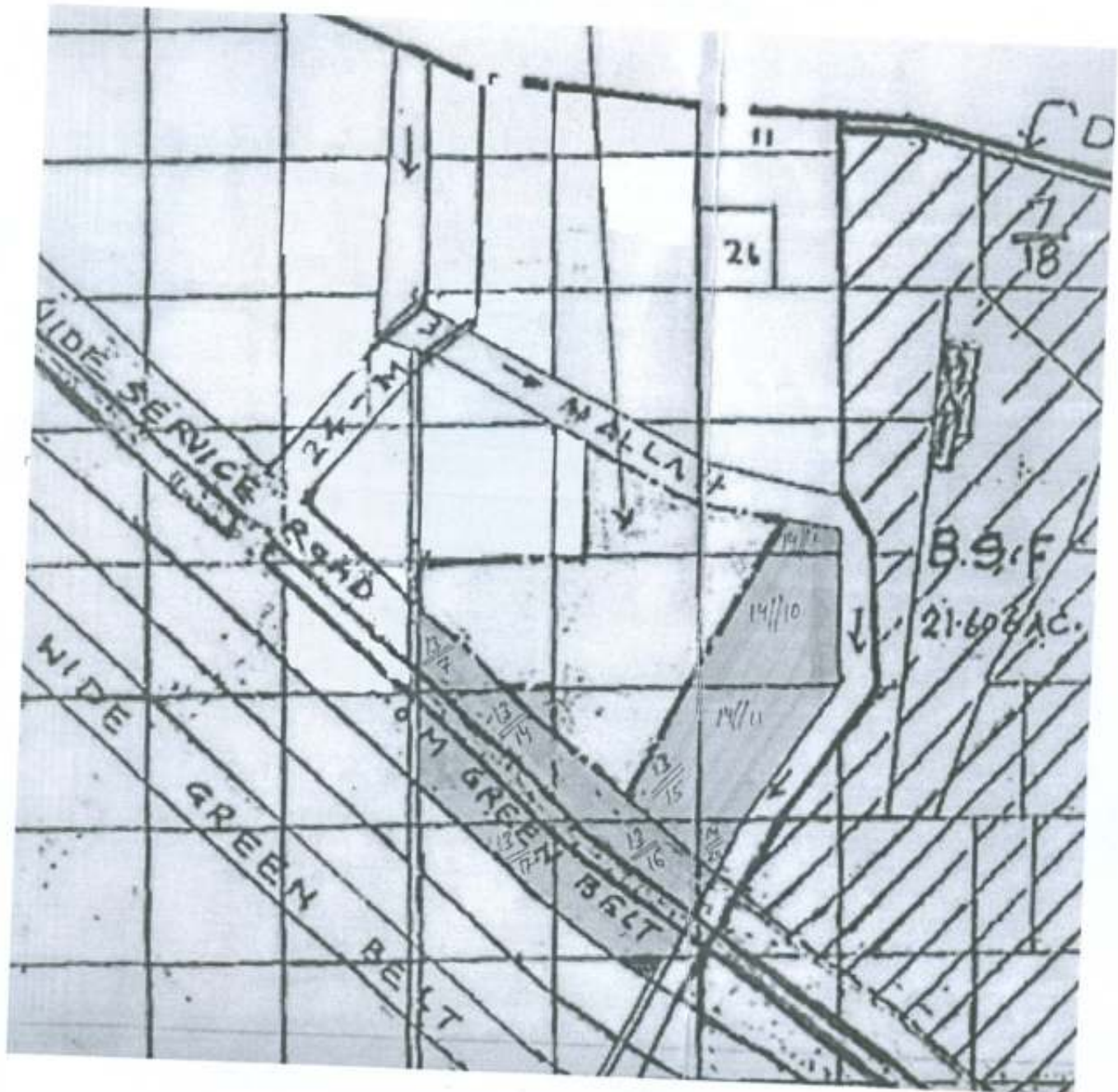
DEVELOPER

For Fantasy Buildwell Private Limited,
FANTASY BUILDWELL PVT. LTD.

Authorized Signatory

(2) _____

MR Baljeet Singh
S/o
MR Roop Ram R/o
Raj in Nepal Gurgaon

Annexure-IThe layout plan of the Property

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Annexure-IISCHEDULE OF THE PROPERTY

Description of Property with Owner

Village: Gwal Pahari, Tehsil: Sohna, District: Gurgaon

All that piece and parcel of free hold land under consideration I-as mentioned herein below, Total Area admeasuring – **37 Kanal 1.5 Marla*** equivalent to – **4.634375 Acres** in the revenue estate of Village Gwal Pahari, Tehsil Sohna falling in district Gurgaon.

Sl. No.	Mustil No.	Kila No.	Area		Land Details
			K	M	
1.	13	7/2	2	3	
		6/1	0	0.5	
		14/2	7	11	
		15/2	3	15	
		16/1	4	16	
		16/2/1	2	10	
		17/1	2	11	
2.	14	1/2/1	1	3	
		10/1	6	11	
		11	5	4	
		20/1	0	17	
Total			37	1.5	Total 4.634375 Acre

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