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उत्तर प्रदेश UTTAR PRADESH

898963

AGREEMENT

This Agreement is made and executed at Noida on this 25th day of April 2008.

BY AND BETWEEN

Unitech Hi-Tech Developers Limited, a company incorporated and existing under the provisions of Companies Act, 1956 and having its registered office at 6, Community Centre, Saket, New Delhi - 110017, and Corporate Office at Unitech House', Business Floors, 'L' Block, South City-I, Gurgaon (hereinafter referred to as the "UHTDL") which expression shall, unless it be repugnant or contrary to the subject or the context thereof, mean and include its successors and permitted assigns, acting through its representative, Mr. Prithish Jhingan, duly authorised to sign and execute this Agreement, the Party of the **FIRST PART** or the **FIRST PARTY**.

AND

CIG Infrastructure Private Limited, a company incorporated and existing under the provisions of Companies Act, 1956 and having its registered office at C-41, Mayfair



CIG

Signature

Signature

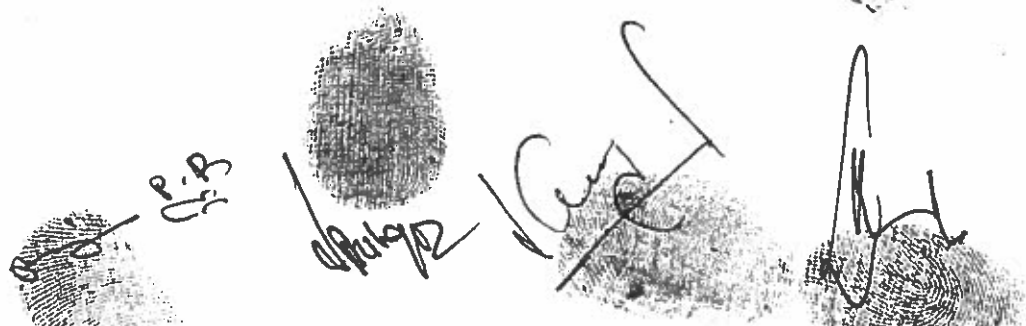
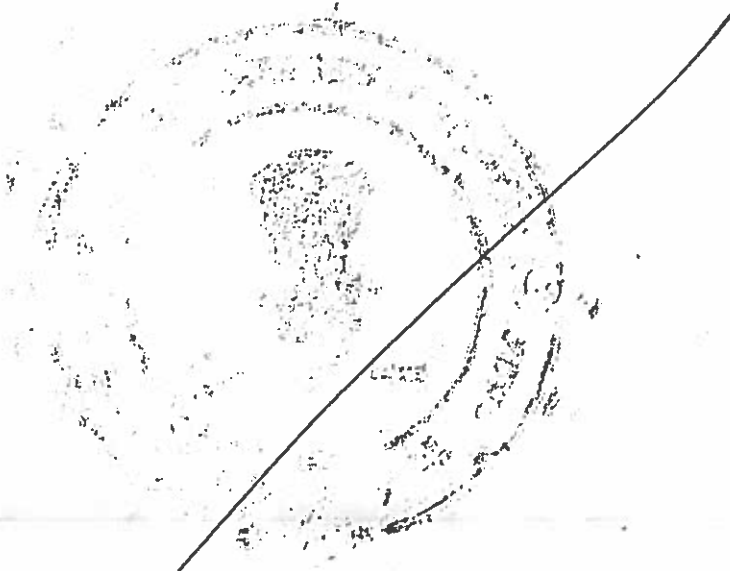
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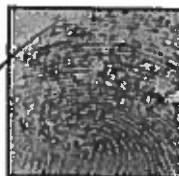
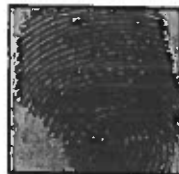
उत्तर प्रदेश UTTAR PRADESH

H 865680

*This stamp paper is
Attached with Agreement*



निवासी 6 कम्युनिटी सेंटर साकेब न्यू दिल्ली





उत्तर प्रदेश UTTAR PRADESH

H 865681

executant Umteek Hi-Tech Dev. Ltd,
CIG Infrastructure Pvt. Ltd. 9



जब सुबह:-

46/44

क्या आप बिना किसी भी शर्त:-

24 APR 2008

क्या आप अपने कर देने का प्रयोजन:-

क्या आप बिना किसी भी शर्त:-

क्या आप की धनराशि:-

क्या आप बिना किसी भी शर्त:-

क्या आप की धनराशि:- 18/1999

क्या आप की धनराशि:- 21/3109

क्या आप की धनराशि:- 15000/-

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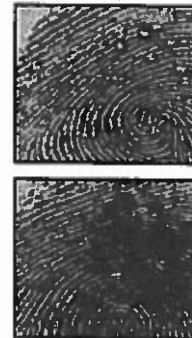
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व श्री लक्ष्मन रिजाल

पुत्र श्री पुत्र राम बहादुर रिजाल

पेशा नौकरी

निवासी निवारी सै0 31 नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

M.K.SAGAR

उप निबन्धक (प्रथम)

नोएडा

25/4/2008





उत्तर प्रदेश UTTAR PRADESH

H 865682

Unitel Acacia Projects Pvt. Ltd.
and
Unitel Ltd.

[Handwritten signatures and fingerprints]

47/44

स्टाम्प चिह्न की तिथि:-

24 APR 2008

स्टाम्प चिह्न के मूल का प्रयोग:-

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स्टाम्प चिह्न की तिथि:-

स्टाम्प चिह्न का नाम:-

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स्टाम्प चिह्न का नाम:-

विक्रेता

Registration No 118

Year : 2008

Book No.

4

0101 मै0 Unitech Hi-Tech Developers Limited द्वारा प्रतीश

पुत्र डा0 एन आर झिगन

6 कम्युनिटी सेंटर साकेत नई दिल्ली

व्यापार

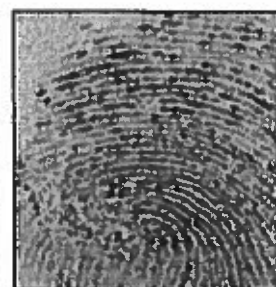


0102 मै0 CIG Infrastructure Pvt Ltd द्वारा एस सी भहुगुण

पुत्र स्व0 एन भहुगुण

सी 41 मेफयर गार्डन नई दिल्ली

व्यापार



0103 मै0 Unitech Acacia Projects Pvt Ltd द्वारा राजेश्वर सिंह

पुत्र नरेन्द्र सिंह

6 कम्युनिटी सेंटर साकेत नई दिल्ली

व्यापार

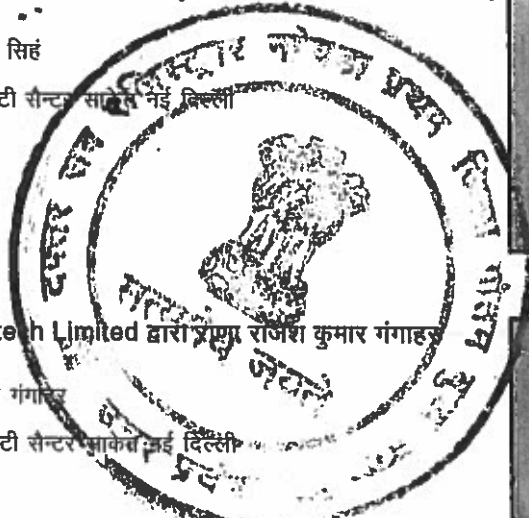


0104 मै0 Unitech Limited द्वारा राजेश कुमार गंगाहर

पुत्र एसके गंगाहर

6 कम्युनिटी सेंटर साकेत नई दिल्ली

व्यापार



एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

H 865683

Through authorized signatories
Mr. Pratik Thugan, Mr. S.C. Bahuguna
Mr. Rajeshwar Singh and

48/44
प्रत्येक सप्ताह:-

प्रत्येक सप्ताह की तिथि:-

प्रत्येक सप्ताह करने का प्रमाण:-

प्रत्येक सप्ताह का नाम व पूरा नाम:-

प्रत्येक सप्ताह की घनराशि:-

प्रत्येक सप्ताह की नाम:-

प्रत्येक सप्ताह नम्बर:- 18/1999

प्रत्येक सप्ताह की अवधि:- 31/3/09

प्रत्येक सप्ताह सीमा:- 15000/-

प्रत्येक सप्ताह करने का प्रमाण व पूरा नाम:-

प्रमाण 6 की अवधि अवधि:-

4 APR 2008

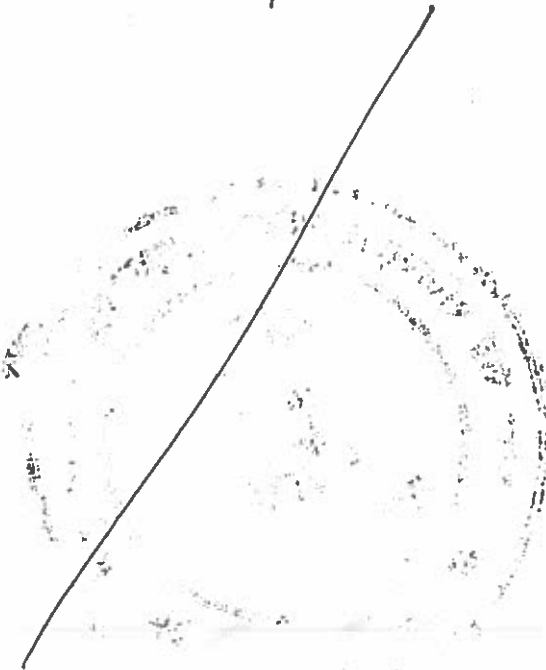




उत्तर प्रदेश UTTAR PRADESH

H 868044

MR Rana Rajesh Kumar Gangahar
respectively.



24 APR 2008

क्रमांक 24 गणपति विद्यापीठ का विद्यापीठ

गणपति विद्यापीठ का विद्यापीठ

गणपति विद्यापीठ

गणपति विद्यापीठ

100

नरेश

गणपति विद्यापीठ

गणपति विद्यापीठ 31-03-2008

गणपति विद्यापीठ गणपति विद्यापीठ

गणपति विद्यापीठ 15/000/-

१०० रु. के नोट

१०० के नोट के नोट

गणपति विद्यापीठ



Garden, New Delhi-110016 (hereinafter referred to as "CIG"), which expression shall, unless it be repugnant or contrary to the subject or the context hereof, mean and include its successors and permitted assigns, acting through its representative, Mr. S.C. Bahuguna, duly authorised to sign and execute this Agreement, the Party of the **SECOND PART** or the **SECOND PARTY**.

AND

Unitech Acacia Projects Private Limited, a company incorporated and existing under the provisions of Companies Act, 1956 and having its registered office at 6, Community Centre, Saket, New Delhi-110017 (hereinafter referred to as "UAPPL"), which expression shall, unless it be repugnant or contrary to the subject or the context thereof, mean and include its successors and permitted assigns, acting through its representative, Mr. Rajeshwar Singh, duly authorised to sign and execute this Agreement, the Party of the **THIRD PART** or the **THIRD PARTY**.

AND

Unitech Limited, a public limited company, incorporated and existing under the provisions of the Companies Act, 1956 having its registered office at 6, Community Centre, Saket, New Delhi-110017, and Corporate Office at 'Unitech House', 'L' Block, South City-I, Gurgaon as confirming party for this agreement (hereinafter referred to as "Unitech"), which expression shall, unless it be repugnant or contrary to the subject or the context thereof, mean and include its successors and permitted assigns, acting through its representative, Mr. Rana Rajesh Kumar Gangahar, duly authorised to sign and execute this agreement, the Party of the **FOURTH PART** or the **FOURTH PARTY**.

(UHTDL, CIG, UAPPL, Unitech hereinafter individually referred to as the "Party" and collectively referred to as the "Parties")

The bottom of the page features four distinct sets of handwritten signatures and fingerprints. From left to right: the first set includes a circular fingerprint and a signature; the second set includes a circular fingerprint and a signature; the third set includes a circular fingerprint and a signature; and the fourth set includes a circular fingerprint and a signature. The signatures are written in dark ink and appear to be in a cursive or stylized script.



WHEREAS:

Uttar Pradesh Government through the New Okhla Industrial Development Authority (NOIDA) had identified an area of approximately 13,74,000 sq. mtrs. at sector 96,97 & 98, Noida, for the development of Noida Express City (hereinafter referred to as the 'Project')

UHTDL had entered into a Memorandum of Agreement (hereinafter referred to as "MOA") with CIG on 28.04.2006 to form a consortium and submit their bid / expression of interest with the NOIDA and cooperate amongst them for the development of the Project.

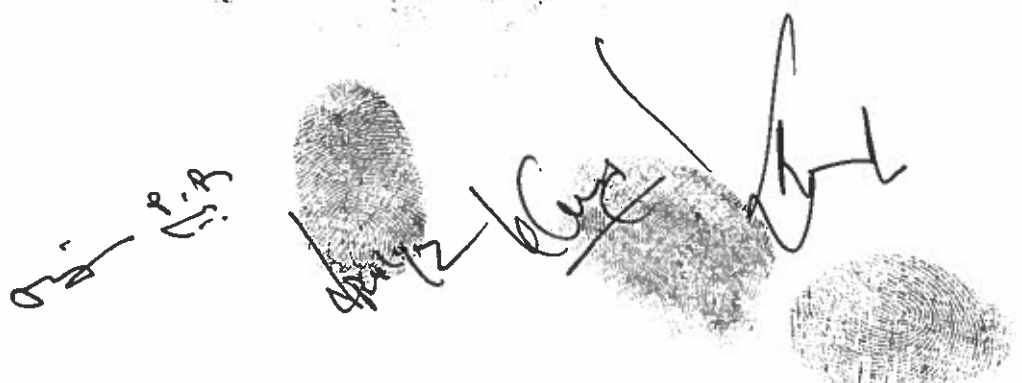
In terms of the MOA, UHTDL and CIG were to form a consortium with the equity stake as follows:

UHTDL	90%
GIG	10%

UHTDL and CIG were declared the successful bidder by the NOIDA vide their letter dated 30.05.2006, whereby the Project land was allotted to UHTDL.

UAPPL is a company duly incorporated and validly existing under the Companies Act, 1956, with power and authority to own its properties and conduct its business. Unitech is the beneficial and legal owner of 50,000 equity shares of UAPPL constituting 100% of the total issued, subscribed and paid up equity share capital of the company amounting to Rs. 5,00,000/- as on date of this Agreement.

It has been agreed between all the Parties that UAPPL be made the consortium / SPV Company and be made the Operational Company for the Project by changing its shareholding such that UHTDL and CIG hold stake in it, in the ratio of 90:10 respectively.

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NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT IN THIS AGREEMENT, THE PARTIES HAVE MUTUALLY AGREED TO AS FOLLOWS:

(1) UAPPL shall act as the SPV Company between UHTDL and CIG for execution of the Noida Express City Project at Sector 96, 97 & 98 at Noida. The SPV would remain in force till the completion of the Project.

(2) The role and responsibilities of each consortium party for the development of the project shall be as follows:

UHTDL To provide expertise and services for concept design, planning, construction and project management

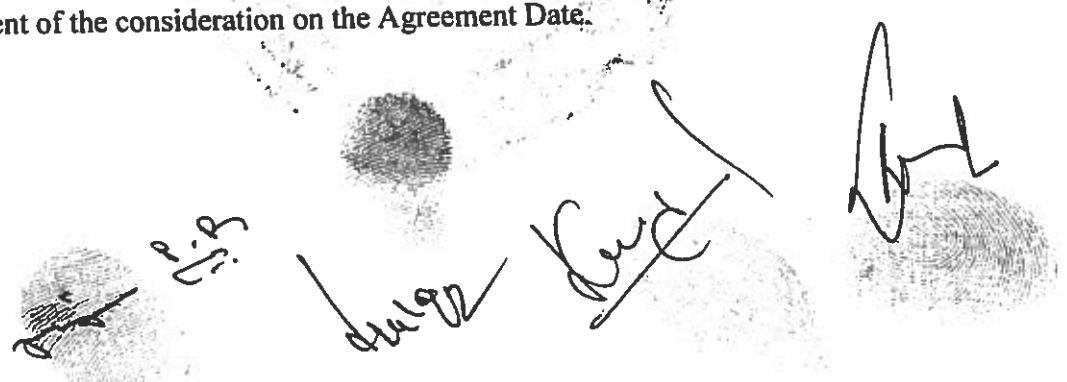
CIG Retail Marketing / Strategic Planning, Publicity etc.

(3) Each Party shall provide an appropriate board resolution, *inter alia*, authorizing the company to execute this Agreement, including authorizing their representatives on its behalf, to sign the Agreement and all other documents and agreements in connection with the transactions contemplated herein.

(4) UHTDL and CIG would provide appropriate resolutions for purchasing equity stake in UAPPL.

(5) Unitech (Seller) shall sell and transfer its shares in UAPPL to the UHTDL and CIG (Buyers) and they shall purchase the shares from Unitech, free and clear of all liens and from all other rights exercisable by or claims by third parties and together with all rights and benefits now and hereafter attaching thereto.

(6) On receipt of the consideration, the Seller shall transfer the Share Certificate along with duly signed and executed Share transfer deed (s) to the Buyers on payment of the consideration on the Agreement Date.

The bottom of the page contains several handwritten signatures and circular stamps. From left to right, there is a signature that appears to be 'S. D. S.', followed by a circular stamp. To the right of the stamp is another signature, possibly 'Anil', followed by a third signature that looks like 'K. S. S.'. On the far right, there is a large, stylized signature and another circular stamp.

100_0092



SIGNED AND DELIVERED by

Mr. S.C. Bahuguna

For and on behalf of

CIG Infrastructure Pvt. Ltd.

In the presence of

Name:

Designation:

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SIGNED AND DELIVERED by

Mr. Rajeshwar Singh

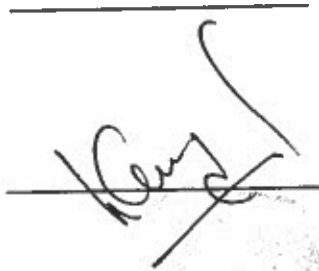
For and on behalf of

Unitech Acacia Projects Pvt. Ltd.

In the presence of

Name:

Designation:

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SIGNED AND DELIVERED by

Mr. Rana Rajesh Kumar Gangahar

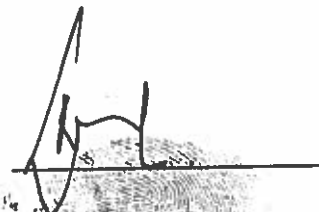
For and on behalf of

Unitech Ltd.

In the presence of

Name:

Designation:

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- (7) The Buyers shall pay to the Seller the consideration by a Cheque / Banker's draft drawn on a scheduled commercial bank registered with the Reserve Bank of India as follows:

UHTDL Rs.4,50,000/- (Rs. Four Lakhs and Fifty Thousand Only)

CIG Rs.50,000/- (Rs. Fifty Thousand Only)

The payment of the consideration shall constitute a full and final discharge of the obligations of the Buyers towards purchase of equity stake in UAPPL.

- (8) Upon payment of the consideration, UAPPL to approve the registration for transfer of the Sale Shares (subject to the same being duly stamped) and the entry of the Buyers name into the register of members and all other relevant books of the Company on 15th April 2008.

- (9) UHTDL and CIG to inform the NOIDA and all other relevant authorities of the formation of the consortium for the execution of the Project.

10) No transfer of property in this document.
IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS ON
THIS AGREEMENT ON THE DATE AND YEAR MENTIONED ABOVE.

SIGNED AND DELIVERED by

Mr. Pritish Jhingan

For and on behalf of

Unitech Hi-Tech Developers Ltd.

In the presence of

Name:

Designation:

श्री सुभाषी निवारी
S10 मोड्यूल निवारी
ग्राम निवारी नोस्टा

लक्ष्मण रिजाल
S10 मोड्यूल निवारी
ग्राम निवारी नोस्टा

आज दिनांक 25/04/2008 को

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पृष्ठ सं. 757 से 778 पर क्रमांक 118

रजिस्ट्रीकृत किया गया ।


M.K.SAGAR

उप निबन्धक (प्रथम)

नोएडा

25/4/2008

