

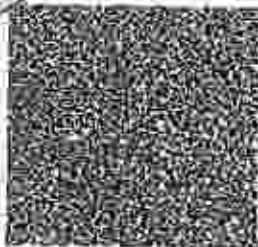


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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	IN-DL18303073337816N
Certificate Issued Date	20-Jun-2015 04:05 PM
Account Reference	IMPACC (IV)/ dt792203/ DELH/ DL-DLH
Unique Doc. Reference	SUBIN-DL DL79220333649769124055N
Purchased by	RISE PROJECTS PVT LTD
Description of Document	Article 5 General Agreement
Property Description	Not Applicable
Consideration Price (Rs.)	0 (Zero)
First Party	RISE PROJECTS PVT LTD
Second Party	AGRQ INFRA TECH PRIVATE LIMITED
Stamp Duty Paid By	RISE PROJECTS PVT LTD
Stamp Duty Amount (Rs.)	500 (Five Hundred only)



Please write or type below this line

Original Received

22/6/15

For SMV AGENCIES PVT LTD.

Director

For AGRQ Infotech Pvt. Ltd.

Authorized Signatory



Statutory Alert

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2. The issue of creating the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

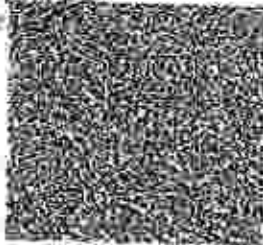


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL16303296252235N
Certificate Issued Date : 20-Jun-2015 04:06 PM
Account Reference : IMPACC (IV)/dl792203/DELH-II/DL-DLH
Unique Doc. Reference : SUBIN-DL16303296252235N
Purchased by : RISE PROJECTS PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : RISE PROJECTS PVT LTD
Second Party : AGRG INFRA TECH PRIVATE LIMITED
Stamp Duty Paid By : RISE PROJECTS PVT LTD
Stamp Duty Amount (Rs.) : 500
(Five Hundred only)



Please write or type below this line

For SMV AGENCIES PVT. LTD.

Director

For AGRG Infotech Pvt. L.
Authorized Signatory



Statutory Alert:

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Certificate No.	IN-DL18303073337816N
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Account Reference	IMPACC (TV) d792203/ DELHI/ DL-DLH
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Description of Document	Article 5 General Agreement
Property Description	Not Applicable
Consideration Price (Rs.)	0 (Zero)
First Party	RISE PROJECTS PVT LTD
Second Party	AGRG INFRA TECH PRIVATE LIMITED
Stamp Duty Paid By	RISE PROJECTS PVT LTD
Stamp Duty Amount (Rs.)	500 (Five Hundred only)



Please write or type below this line.

Original Received

22/6/15

For SMV AGENCIES PVT. LTD.

Director

For AGRG INFRA TECH PVT. Ltd.

Authorized Signatory



Statutory Alert:

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e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

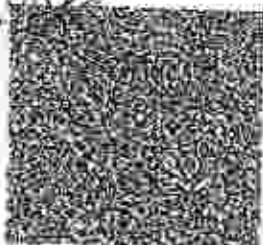
First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount (Rs.)

IN-DL18303286252235N
 20-Jun-2015 04:06 PM
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 SUBIN-DL01792203133849648111814N
 RISE PROJECTS PVT LTD
 Article 5 General Agreement
 Not Applicable
 0
 (Zero)
 RISE PROJECTS PVT LTD
 AGRG INFRA TECH PRIVATE LIMITED
 RISE PROJECTS PVT LTD
 500
 (Five Hundred only)



Please write or type below this line

For SMV AGENCIES PVT LTD

Director

For AGRG INFRA TECH PRIVATE LIMITED
Authorizing Signatory



Statutory Alerts

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL18303495740043N
Certificate Issued Date	: 20-Jun-2015 04:07 PM
Account Reference	: IMPACC (IVY d792203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-OLDL79220333649343443360N
Purchased by	: RISE PROJECTS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: RISE PROJECTS PVT LTD
Second Party	: AGRG INFRA TECH PRIVATE LIMITED
Stamp Duty Paid By	: RISE PROJECTS PVT LTD
Stamp Duty Amount (Rs.)	: 500
	(Five Hundred only)



Please write or type below this line

For SMV AGENCIES PVT. LTD.

Director

For RISE PROJECTS PVT. LTD.
Director




Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stampsonline.com. Any discrepancy in the details on this Certificate will be reported to the relevant authorities.
2. The cost of creating the digital signature is on the user's of the Certificate.
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed at Delhi, on this the _____ day of June 2015

By & Between:



M/S AGRG Infratech Private Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16/331 - H, Office 303 T/F, Karol Bagh, Bapa Nagar, Delhi 110005 through its Director Mr. Ashwani Kumar Singh duly authorized vide board resolution dated 6th June 2015 passed in a board meeting (hereinafter referred to as "Owner/ First Party") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

AND

M/S RISE PROJECTS PVT LTD, a Company incorporated under the Companies Act, 1956 having its Registered Office at Lower Ground Floor, 195, Ram Vihar, Delhi - 92 through its Director Mr. Vaibhav Jain S/o Shri R.C. Jain R/o House No. 226, New Gandhi Nagar, Ghaziabad duly authorized vide board resolution dated _____ passed in a board meeting (hereinafter referred to as "Developer/ Second Party") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

For SMV AGENCIES PVT. LTD.


Director

For AGRG Infratech Pvt. Ltd.

Authorized Signatory



AND

M/S S.M.V. AGENCIES PVT. LTD. a Company incorporated under the Companies Act, 1956 having its Registered Office at S-25, Green Park, New Delhi represented through its Authorized Signatory Mr. Rajkumar Ramrakhiyani, S/o Shri Valla Ram, R/o B-108, Pathik Vihar, Sector 62, Noida (U.P.) duly authorized vide board resolution dated _____ passed in a board meeting (hereinafter referred to as "Confirming Party") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

The Owner/ First Party, Developer/ Second Party and the Confirming Party hereinafter collectively referred as the Parties and individually as the Owner/ First Party, Developer/ Second Party and the Confirming Party as the case may be.

WHEREAS the Confirming Party is the lead member of a consortium which along with its associate/ constituent Companies including the First Party had purchased several pieces of land including the land subject matter of this Agreement in village Shahpur Bhameta, Tehsil & District Ghaziabad from various land Owners/ Khatedaars/ Bhumidhars through various sale deeds which were duly registered with the office of Sub-Registrar, Ghaziabad with a view to set up & develop an integrated township thereon in consonance with the policy of the Government of Uttar Pradesh, published vide GO No. 2711/eight-1-34/vividh/2003 dated 21/05/2005, 2873/eight-1-05-34/vividh/2003/TC-1, dated 29.12.2005 and 2236/eight-1-06-45/vividh/2006, Dated 28.04.2006, for which Certificate of Registration dated 10.02.2006 has been issued by the Ghaziabad Development Authority, Ghaziabad, in favour of the Confirming Party.

AND WHEREAS Ghaziabad Development Authority (GDA) has granted a permission to develop an integrated township on land admeasuring 300 Acres approx. (hereinafter referred to as "Entire Said Land") situated in Village Shahpur Bhameta, District Ghaziabad, U.P. in the name and style of "JAIPURIA SUNRISE GREENS NH-24" to the Confirming Party as Developer/ Promoter being Lead Member of the Consortium vide License No. 116/MI/Anu/06 dated 29/05/2006 duly signed by Secretary, GDA, Ghaziabad, a copy whereof is annexed hereto as Annexure- A. The DPR (Detailed Project Report) of the project has also been approved & sanctioned by GDA vide its letter No. 116/MI, Anu/06, Dated 29.11.2006, a copy whereof is annexed hereto as Annexure- B. Moreover a Development Agreement dated 13.02.2007 has also been executed between GDA & the Confirming Party, a copy whereof is annexed hereto as Annexure- C. The license fees & other charges in respect of the said township project have already been paid to GDA & various respective Government departments by the Confirming Party.

AND WHEREAS the First Party is the absolute owner and seized and possessed of land measuring 4.71 acres (19,060 sqm) approx. situated in H-Block of the said project approved by GDA as GH 1 in master layout plan approved by GDA vide memo no. 523 / M Plan / 2014 dtd. 15.02.2014 in Village Shahpur Bhameta, District Ghaziabad, U.P.

For S.M.V. AGENCIES PVT. LTD.

Director

For ASRG InfraTech Pvt. Ltd.
Authorized Signatory



which is fully described in the Schedule-1 and as delineated in the plan annexed hereto as Annexure-D. (hereinafter referred to as the 'Said Land').

AND WHEREAS the Said Land which constitutes GH 1 in H Block of Jaipuria Sunrise Greens at NH-24, Ghaziabad, is owned by First Party details are mentioned in Schedule- 1 and copies of sale deeds are annexed hereto as Annexure-E.

AND WHEREAS the First Party represents that the Said Land is free from all encumbrances, charges, liens, lis pendens, prior agreements etc. and that the Confirming Party has confirmed that the First Party has a right to enter into this Agreement in respect of the Said Land with the Second Party/Developer. Pursuant thereto the First Party has now full authority and power to get the Said Land developed through the Developer/ Second Party herein.

AND WHEREAS it is represented by the First Party that equity share of the First Party are not pledged and are free from all encumbrances, charges, liens and its shares have not been mortgaged with any financial institutions, bank or any other juristic/non juristic person.

AND WHEREAS the Second party/Developer represents that it has the technical skill, expertise and resources to design, construct, execute and manage the development of the Said Land by constructing Group Housing Colony thereon on the terms and conditions of the Development Agreement dated 13.02.2007 as detailed in Annexure C.

AND WHEREAS the Developer/ Second Party represents and warrants that it has prepared the tentative business plan and sales and marketing plan of the Group Housing colony, copies of which are annexed hereto as Annexure F (Colly.). and the same forms an integral part of this Agreement. It is understood between the Parties that that the variations in the business plan are liable to vary marginally in accordance to the business circumstances but shall not take away from the obligation of the Second Party under this Agreement.

AND WHEREAS the First Party has agreed to grant to the Developer/ Second Party the development rights of the Said Land for construction of Group Housing colony on the Said Land in accordance with the necessary approval which has already obtained from concerned Department, GDA and Government of U.P. and in accordance with the plan as approved by the GDA on terms and conditions as mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH as under:

1. Definitions:

- i) **Gross Revenue**, means all proceeds received from the prospective purchasers/ Allottees on any account whatsoever including but not limited to cash flows, receipts and receivables by whatsoever name called including TDS or any other taxes or any other statutory deduction by the prospective purchasers, and amounts deposited against

For SMV AGENCIES PVT. LTD.

Director

For AGRG Infrastructure Pvt. Ltd.
Authorized Signatory



provisional allotment/ booking/ sale of the dwelling units/ Residential, Commercial, creation of any right, title or interest or creation of any possessory or other right whether in full or part of saleable areas (inclusive all Common Areas) in the Project, amounts received in the escrow account including transfer charges, Preferential Location Charges, holding charges, cancellation charges/ damages, interest on delayed payments, security deposits, transfer fee/assignment charges/lease rentals and revenue sharing arrangements collected from the customers/purchasers/ Lessees/assignees of Units in the Project, electricity and/ or water and/or any other recurring charges, car parking, terraces, balconies, club membership fees (if any), provisional allotment, booking, external electrification charges, fire-fighting charges, power back, including but not limited to sinking fund, any extraordinary receipt from the prospective purchasers, forfeiture or otherwise, maintenance charges and maintenance deposit, Taxes all the receivables towards the fully furnish dwelling unit or any other extra charge apart from regular charges levied on the customer for the purchase of the apartment. In case there is any variation in the average sale price of the dwelling unit and the amount received in the escrow account in respect of the sale and allotment of the dwelling unit, the Developer/ Second Party shall be liable to make good the deficiency in price of the dwelling unit after looking into the average monthly sale price of the dwelling unit. In case price of the dwelling unit increases during the development of the Group Housing including other charges whatsoever, the Gross Revenue shall be computed on the basis of the increased price from the date of such increase.

ii) **Group Housing or Project**, means Housing project in the name and style of '**RISE ORGANIC HOMES**' to be developed by the Second Party/Developer on the Said Land in the H Block of Jaipuria Sunrise Greens NH-24 situated at Village Shahpur Bamheta, District Ghaziabad, U.P. of the First Party/Owner as fully described in Schedule-1.

Township, means entire township constructed in village Shahpur Bamheta, District Ghaziabad, U.P. for which licences and permissions have been granted by the requisite authorities for development of an Integrated township in the name and style of '**JAIPURIA SUNRISE GREENS NH-24**'.

Zero date, means the date on which the timeline envisaged for payout of Minimum Guarantee and for actual payment by the Developer/Second Party to the Owner/First Party in terms of this Development Agreement which shall be effective from 15th April 2015.

2. Basic Agreement:

(i) In consideration of the contribution of the Said Land for the development as set out in Schedule-1 and in consideration of construction and development of the Group Housing Colony on the Said Land to be undertaken by the Second Party/Developer on its own costs and expenses, it is hereby agreed by the First Party, being the land owner, and the Confirming Party, being the lead member of consortium Companies for the township where GH-01 exists, to grant exclusive development rights to the Second

For SMV AGENCIES PVT. LTD.

Director



For AGRO Integrated Pvt. Ltd.
Authorized Signatory

Party/ Developer to develop, construct, market and sell the Project to be developed on the Said Land measuring approx. 4.71 acres (19,060 sq. mtr.) situated in H-Block of the said project in village Shahpur Bamheta, District Ghaziabad, U.P. with FAR already sanctioned by the Government for construction of building and other structure in accordance with the License granted by GDA and as permissible under the applicable laws, rules and regulations.

(ii) The First Party being the land owner and the Second Party being the Developer shall share Gross Revenue received by sale of residential, commercial or any other form of real estate as approved by the requisite authorities in proposed Group Housing in the ratio of 22.5%:77.5% till 3.75 FAR of the Group Housing. In case the concerned authority allows any additional FAR over and above 3.75 FAR which shall also include the compoundable FAR and any future purchasable FAR on the cost of the Developer under the applicable laws & rules, the First and Second Party shall share the Gross Revenue received by the sale of dwelling units/ super area built against such additional FAR in proposed Group Housing in the ratio of 17.5%: 82.5%. The entire Gross Revenue received by selling of dwelling units/ super area built in proposed Group Housing Colony shall be deposited in Escrow account opened in the name of Second Party in a Scheduled Bank at Delhi and the said amount received shall be reconciled on half yearly basis against the cumulative Minimum Guarantee amount payable till the reconciliation date. The Escrow account shall be operated by Bank in the manner prescribed under the Escrow Agreement. In case any amount received from any sale is required to be refunded by the Developer/ Second Party on account of any cancellation of allotment/ booking, the Owner/ First Party shall refund its proportionate share only if it has already received the same. The First and Second Party shall separately enter into an Escrow Agreement which shall include the manner of operation of the Escrow Account and the receipt of the Gross Revenues and distribution of the same between the First Party and the Second Party, a copy of the same is annexed hereto and marked as Annexure-G. The Second Party shall not deposit the Gross Revenue received from the sale of the project in any other account except the said Escrow Account.

It is further stated that the sanctions and approvals of the revised township map with F.A.R. of 2.50 has been obtained by the First Party. The cost, both direct and indirect, for the purchase of FAR above 2.50 shall be exclusively borne by the Second Party which shall be deposited by the Second Party with GDA, failing which the Second Party shall be only responsible for acts and penalties of GDA and shall be solely responsible to rectify the same at its own costs and expenses and the First Party shall not be responsible for the same on any account whatsoever. The First Party will also cooperate to purchase any other further additional F.A.R. as may be prescribed/allowed by GDA bylaws as on date whenever deemed required by the Second Party at its risk and cost.

(iii) That the Developer/ Second Party shall construct the Group Housing Colony on the Said Land and market and sell the Project at its own costs and expenses and will share the Gross Revenue with the Owner/ First Party on the terms and conditions mentioned herein.

For SMV AGENCIES PVT. LTD:

Director



For AGRE Infratech Pvt. Ltd.

Authorized Signatory

(iv) That in case any other approval related to development of Group Housing Colony on the said land is required from/by GDA, it shall be the sole responsibility of the Second Party at its own costs and expenses and the First Party shall cooperate with the Second Party so long as the Second Party constructs and develops the project in compliance of all laws, rules, byelaws and regulation in force.

(v) The DEVELOPER shall solely be responsible for the entire development of the Project, including but not limited to (i) conceptualizing, planning, engineering, procurement, coordination of the Project; (ii) appointing and controlling consultants, vendors, contractors in relation to development of the Project; (iii) overall marketing and sales of the Project and; (iv) all payments for the same without any liability and responsibility of the First and Confirming Party.

3. Possession

That the First Party has already handed over the vacant physical peaceful possession of the Said Land to the Second Party on 02.06.2014, a copy of Possession letter is annexed hereto as Annexure- H, so as to enable the Developer/ Second Party to carry out survey of the Said Land and to prepare the design and business plan for development and construction on the said land in accordance with the terms of this Agreement.



Consideration to be received by the Second Party/Developer:

a) Right to Construct, sell and receive Gross Revenue in the Escrow Account from the sale of residential, commercial units/ plots or any other form of real estate as approved by the requisite authorities on the Said Land shall rest with the Second Party in accordance with the terms of this Agreement.

b) The Second Party/ Developer shall be entitled to Gross revenue received by sale of dwelling units residential, commercial units, super area built in proposed Group Housing Colony @ 77.5% till 3.75 FAR of the Group Housing Colony. In case the concerned authority allows any additional FAR over and above 3.75 FAR, the Second party/Developer shall be entitled to share the Gross Revenue received by sale of dwelling units, residential, commercial units, super area in respect of Additional FAR built in proposed Group Housing Colony @ 82.5%.

c) Possession of the site has already been handed over to the Second Party after fencing the land, and the Developer/ Second Party has already started developing an office and a sample flat at site.

d) A General Power of Attorney (in the agreed format annexed as Annexure I shall be executed and registered by the First Party and the Confirming party in favour of the Second Party within 15 days from the date of execution of this Agreement, authorizing it

For SMY AGENCIES PVT. LTD.

Director



For ACRC Infrastructure Pvt. Ltd.
Authorized Signatory

to do all acts and work connected with the development, construction and completion of the Group Housing Colony, sale and marketing of the dwelling units/ super built up area to be constructed on the Said Land.

e) The Equity Shares equivalent to 10% of the Issued share capital of the First Party will be transferred in favour of the Second Party/ Developer and for its nominee by the shareholders/ Promoters of the First Party upon payment of the entire sale consideration for the sale and transfer of the said 10% Equity Shares which shall be Rs. 1.143 Crores (One Crore fourteen Lacs thirty thousand only). Despite the transfer of 10% Equity Shares in favour of the Second Party by the First Party and payment of the revenue share to the First Party as agreed herein, the sale consideration towards the purchase and transfer of Equity Shares shall be given to the original promoters of First Party directly as per terms and conditions of the Share Purchase Agreement (the "Share Purchase Agreement") to be entered into between the Second Party and the shareholders of the First Party simultaneously with the execution of this Agreement, specifying and containing the mutually agreed detailed terms and conditions of the sale and transfer of the Equity Shares of the First Party by the shareholders of the First Party in favour of the Second Party/ Developer and/ or its nominee and the rights and obligations of each party thereunder, a copy of the same is annexed hereto and marked as Annexure-J. The shareholding and directorship pattern of the First Party as agreed between the parties and their promoters under this Agreement same shall be captured in detail in the Share Purchase Agreement. Till the time the Second Party does not pay entire consideration as agreed herein to the First Party, the Second Party shall not be entitled to take any decision of the First Party especially Gross Revenue of the First Party as agreed herein.



One nominee of the Second Party/ Developer shall be appointed as Director on the Board of the First party upon receipt of payment of be Rs. 1.143 Crores (One Crore fourteen Lacs thirty thousand only), who shall have the affirmative rights on the matters prescribed in terms of Annexure I hereof.

The First Party shall file requisite forms for recording appointment of nominee of the Second Party as director on the board of the First Party.

(ii) **Consideration to be received by the First Party:**

(a) The First Party shall receive 22.5% of the Gross Revenue received from the sales of dwelling units, residential, commercial units, super area built in proposed Group Housing till 3.75 FAR of the Group Housing. In case the concerned authority allows any additional FAR over and above 3.75 FAR which shall include the compoundable FAR and any future purchasable FAR under the applicable laws/rules, the First Party shall be entitled to share 17.5% of the Gross Revenue received from the sale of dwelling units, residential, commercial units, super area in respect of Additional FAR built in proposed Group Housing. However, the Second Party shall not be liable to pay any consideration to the Confirming Party or any constituent Companies of the land owning consortium.

For SMV AGENCIES PVT. LTD.

[Signature]

Director



[Signature]

(b) The First Party shall be entitled to Minimum Guarantee of Rs. 47,50,00,000/- (Rs. Forty Seven Crores fifty lacs only) towards its share in the Gross Revenue which shall be payable by the Second Party in a time span of 3 (three) years as per Annexure- K.

In case the amount received as mentioned in clause 4(ii)(a) does not meet the amount of the Minimum Guarantee, the same shall be made good through 5 undated Cheques each of Rs. 5,00,00,000/- (Rupees Five Crores only) which are being handed over to the First Party by the First Party along with execution of this Agreement. The amount received in the Escrow account shall be reconciled after 12th, 18th, 24th, 30th and 36th month from the date of execution of this Agreement and the Minimum Guarantee amount payable till the reconciliation date and the differential amount to complete the Minimum Guarantee, if any, shall be completed through the undated cheques after adjusting the received amount upon reconciliation by the First party as per Annexure-K. However, the Cheques handed over by the Second Party to the First Party can be presented only if a notice for reconciliation is given and the amount found payable is not paid by the Second Party in its exact denomination within 15 days of reconciliation. Details of Cheques handed over to the Confirming Party are as per Annexure- L. In case the Developer/ Second Party fails to pay the agreed amount on stipulated time, the First Party shall give cure period of 6 months to the Second Party and it will be liable to pay the balance amount along with interest @ 24% p.a. with quarterly rests from the date it became due till the date of payment within 6 months cure period. In case the Second Party fails pay the agreed share of the First Party within 6 months cure period, the First Party shall have right to terminate this Agreement, revoke the GPA, taken over the Group Housing Project from the Second Party and the Second Party will be left no right title and interest in the said project.

Additionally, upon obtaining completion certificate of the Project, the proportionate share of monies to be paid by the Second Party to the First Party for the pending unsold inventory will be calculated, at the then mutually agreed price and will be paid by the Second Party to the First Party. Simultaneously with such payment, the Second Party will become entitled to 100% revenue being generated by the sale of the pending inventory in the project and the First Party will have no right on the revenue generated thereafter. On payment of such a proportionate share of monies, the First Party shall confirm the Second Party the settlement of its dues from the Said Project.

5. Second Party/ Developer's Scope of the work and Expenses:

(a) The Second Party/ Developer shall design, develop, construct, market and execute the entire Group Housing Colony on the Said Land at its own cost subject to the terms and conditions of the License, the sanctioned lay out plan and the Development Agreement dated 13.02.2007 executed with GDA etc. in accordance with applicable laws, rules and regulations and circulars issued by the appropriate authorities. The Project shall involve the following stages:

- Concept development.
- Preparation of design, Layout, building plan by architect.

For SMV AGENCIES PVT. LTD.:

Director



For AGRI Infrastructure Pvt. Ltd.
Authorized Signatory

- Sanction of layout plan, building plan and apply for and obtain necessary clearances and/or permissions / approvals for construction;
- Development, construction and financing the Project;
- Marketing and sale of the said Project.
- To bear all expenses for purchase of FAR
- All direct and indirect cost for the drawing approval, purchasable FAR, compounding expenses, completion etc.
- Delivery / Possession of Completed Units to the respective purchaser.
- Subsequent handover to RWA of the common facilities as per UP Apartment Act, 2010.
- To design, develop, construct, market and execute the entire Group Housing Colony on the Said Land at the costs and expenses of the Second Party only.

(b) All expenses involved in and for obtaining licenses for Group Housing colony, for purchasing FAR of 3.75 or at the higher limits as per rules and Bye laws of the Government of U.P. and GDA, tax clearances, permissions, or sanctions from the concerned authorities shall be incurred and paid by the Developer/ Second Party only.

(c) That the entire cost of construction of the entire Group Housing in H Block on the Said Land as per Schedule-1 including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Security Fees, License Fees for Additional FAR, Electricity and Water Security Charges, any type of renewal charges, payable now or till the Group Housing is completed payable to the Government and/or any other authority for the provision of peripheral or external services to the Said Land/Group Housing, provision of air-conditioning facilities and fire fighting equipment/arrangements, as may be prescribed by the Concerned Authority shall be wholly to the account of the Developer/ Second Party at its own cost and shall be each and all development costs till the completion of the project.

(d) All the Liabilities/ Dues, charges such as property tax, electricity charges, water charges pending charges, maintenance charges if any, found due before the transfer of possession of the Said Land i.e. till 02.06.2014 to the Second Party/ Developer shall be borne and paid by the Owner/ First Party, thereafter, it is sole responsibility of the Second party/ Developer to clear all the dues in this regard.

(e) To develop, market and sell the units in the open market and collect funds at their risk and cost and to deposit the same in the Escrow Account as provided herein.

(f) To get all the statutory approvals for the Group Housing at its risk and cost.

(g) For the purposes of the development of the Said Land, the Developer shall have full authority to interface and deal with any concerned Authority including but not limited to submission of the draft plan, obtaining the Approval(s) and all such other approvals, licenses, no-objections as may be required under the Law. The Developer shall have the full right and authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by the Developer from time to time.

For SMV AGENCIES PVT. LTD.

Director



For AGRG Infralect Pvt. Ltd.
Authorized Signatory 9

(h) The Developer shall manage the entire Project and the day-to-day affairs and shall be in full control and charge of the Project and will use its technical know-how, experience and expertise to manage and maintain the same as long as a society/association is formed for the management of the Project.

(i) To make payment direct and indirect for the purchase of FAR from 2.5 to 3.75 and thereafter at their risk and cost.

(j) To get the drawing approval done of Group Housing Colony and pay all direct as well as indirect cost to GDA / competent authority.

(k) To develop and construct the Group Housing Colony as per the design sanctioned by GDA.

(l) To construct its separate Sewerage Treatment Plant (STP) in its own area of Group Housing Colony, and connect the over flow drain after using the water for landscaping purpose and irrigation purpose, to the main drain outside the plot in the main drain of the township. It has been further clarified that the First Party has no right or claim to connect any other extra connection of outside the plot of land in the said STP. The underground tank and STP for the Group Housing Colony shall be constructed by the Second Party at its own cost. However both the First and Second Party agree that if requested by the First Party, the Second Party shall collect/ connect the sewage of the entire H Block except for GH-02 and Commercial -1, to its STP subject to mutually agreed cost paid by the First Party to Second Party subject to availability of capacity.

(m) All electricity payment for connection, installation, fixed and security charges and other charges in the Group Housing Colony shall be made by the Developer/ Second Party.

(n) The Developer or any agency nominated by it shall have the sole right to manage the completed building(s) of the Project and other areas/facilities as per the provisions of Applicable Laws and all the occupants of the Project shall be bound to observe the rules and regulations framed/ adopted by the Developer and/or of any agency nominated by the Developer. All decisions of the Developer with regards to the maintenance shall be final and binding on all the occupants of the building(s) of the Project as per UP Apartment Act, 2010.

(o) The Second Party and their Allottees / Flat Buyers / Subsequent Transferees/ RWA shall also be liable to pay to the First Party or its nominee township maintenance charges as may be determined by the vendor for maintaining various services/ facilities in the township such as, but not limited to, Street lighting, maintenance of external sewer, garbage disposal and scavenging of streets and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a local body, RWA for maintenance. It shall be mandatory for the Second Party to incorporate this clause in the Allotment letters.

For SMV AGENCIES PVT. LTD.

Director



For AGENT
Authorized Signatory
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Agreement to Sell / Flat Buyer Agreements and Sale Deeds etc. to be executed by the Second Party in favour of their Allottees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the GH 01 or as per the prevailing rates for the township maintenance.

6. Owner's Scope of the work and Expenses:

(a) First Party/ Owner has taken MOEF clearance, Pollution Clearance, Central Ground Water Clearance, Extension of Time for completion of township project from GDA/ governing authority and demarcation of Group Housing plot to be developed by the Developer/ Second Party by GDA including Revenue Department/ Land Acquisition Department of GDA etc. as per the previous layout plan approved by the Authority and the rest is to be taken by the Second Party only at its own expenses.

(b) That all the sanctions and approvals of the revised township map with a FAR of 2.5 from GDA has been obtained by the Owner/ First Party.

(c) The Owner/ First Party shall provide and shall comply with/ extend the NOC for townships till required as per GDA by laws. The Owner/ First Party will provide all the required permissions and extension of time from all the Competent Authorities in respect of the Entire Township as well as for H-Block in which the said land of Group Housing Colony exists at the costs and expenses of the Developer/ Second Party.

(d) To provide all the basic amenities & facilities such as Road, outflow drain from STP and single point electricity connection up to the boundary of the said land to the Developer/ Second Party. The electricity charges has to be borne by the Second Party as per the approved plan, payment to be made as and when asked/ demanded by the First Party.

(e) To provide electric permanent load connection as per the requirement of the Developer/ Second Party on or before six months from the date of offer of possession of any of the first tower of Group Housing constructed on the said land at the costs and expenses of the Developer/ Second Party as per actual including all direct and indirect costs as and when demanded by the Owner/First Party.

(f) All rates, cesses and taxes due and payable in respect of the said land up to the date of handing over possession of the Said Land i.e. 02.06.2014 shall be the exclusive liability of the Owner/First Party, thereafter the Developer/ Second Party is responsible for the same.

(g) To provide accessibility to the Group Housing Colony constructed on the Said Land from NH-24 through 24 M wide road which will be constructed and maintained by the Owner/First Party at its cost and expense.

For SMV AGENCIES PVT. LTD.

Director



For AGG InfraTech Pvt. Ltd.
Authorized Signatory

(h) To provide requisite space for putting up advertisement hoardings of the proposed Group Housing on the main entry point from the National Highway as per Developer/ Second Party's requirement, the plan for which has to be submitted and approved by the Owner/ First Party at the cost and expenses of the Developer/ Second Party.

(i) To cooperate with the Developer/ Second Party in increasing the unit density in the Group Housing Colony to be constructed on the said land strictly as per applicable rules and Byelaws, if possible for making the project fast saleable at the cost and expenses of the Developer/ Second Party.

(j) All landscaping and the street lighting including the 24 meters access road from the NH-24 up to the boundary of the said land shall be constructed and completed by the Owner/First Party and the Confirming Party at their cost and expenses.

(k) To obtain part completion certificate of H Block of the said township as and when permissible by GDA/ other concerned authorities and desired by Developer/ Second Party at the cost and expenses of the Developer/ Second Party.

(l) The Owner/First Party shall lay the outflow drain for excess waste water till the boundary of the Group Housing to be constructed on the Said Land at its own cost and expenses.

(m) The Owner/First Party will cooperate with the Developer/ Second Party for the sanction of its Group Housing map to be constructed on the Said Land till its completion at the cost and expenses of the Developer/ Second Party.

(n) The Owner/First Party shall obtain any approval for the township if required or demanded by the governing authority and proportionate cost in respect of H Block shall be borne by the Developer/ Second Party.

(o) To Facilitate the Developer/ Second Party with all the paper works which may be required for getting approval, sanction and completion of the Group Housing on the Said Land.

(p) The First Party shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales program or strategy of the Developer.

7. Obligations of the Owner/ First Party:

- I. To keep the title in respect of the Said Land free from all encumbrances and not to enter into any Agreement or arrangement and/or to create any right in favor of any person other than the Developer/ Second Party in respect of the Said Land or any constructions thereon.

For SMV AGENCIES PVT. LTD.

Director



For AGRC Infranch Pvt. Ltd.
Authorized Signatory

- II. To pay all charges, dues, levies as may be payable in respect of the Said Land up to the date of handing over possession of the Said Land to the Developer/ Second Party.
- III. To keep the Developer/ Second Party indemnified against any claim/claims or demands or against any defect in the title in respect of the Said Land.
- IV. To apply for and obtain all necessary permissions/approvals and/or licenses as may be permissible by GDA/ the Competent Authority under the scope of work of the Owner/First Party and for that purpose to sign, file and submit all requisite application, papers, forms and documents as may be required by the authority from time to time and apply for any extension/ renewal of the license so as to keep it valid and subsisting till the conclusion of the Project subject to all expenses towards Bank Guarantee, EDC, IDC and other fees and expenses with respect to the Said Land shall be borne and paid by the Developer/ Second Party save and except as agreed to be borne by the Owner/First Party and the Confirming Party. The cost and expenses for any statutory charges regarding the Group Housing Colony is the sole responsibility of the Developer/ Second Party.
- V. To authorize the Developer/ Second Party for development, construction, finance, market and sell the Group Housing Colony on the Said Land and for that purpose will execute requisite Power of Attorney and any other documents as may be required in this regard in favour of the Developer/ Second Party or its nominee/s.



The First Party agrees and acknowledges that, based on the assurances, representations and warranties provided by the First Party under this Agreement, the Developer shall incur substantial expenditure for the construction and development on the Said Land and the First Party shall not rescind or terminate this Agreement or rescind the rights/ permission/ license so granted to the Developer unless the Second Party defaults in making payment of the First Party's Gross Revenue share as agreed herein.

- VII. The First Party shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- VIII. The First Party hereby confirms that:
 - (i) The Developer shall have the sole right to market, book, allot, transfer, let, lease the units/super areas in the Project to the prospective buyers/ transferees. The First Party shall provide full co-operation and assistance in this regard and undertakes not to cause any interruption in the same.

For SMV AGENCIES PVT. LTD.

[Signature]

Director



For ADRG Infrastructure Pvt. Ltd.
[Signature]
 Authorized Signatory

- (ii) The First Party hereby authorizes the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the First Party and the First Party shall execute/ register the GPA including any other documents in favour of the Developer providing such authorization in respect hereof in terms of Annexure I.

8. Obligations of the Second Party/ Developer:

- I. That all the necessary licenses and approvals and sanctions of the Building Plan by the Concerned Authority has been received, thus the Developer/ Second Party shall commence the construction of the Group Housing on the said land using the maximum FAR and shall complete the construction and market the project out of its own funds and resources as agreed in this Agreement.
 - II. To complete the Project within a period of 5 years from the date of approval of drawing from GDA or commencement of Zero Date whichever is earlier i.e. 15.04.2015 & shall get the final approval of the Building Plan by the concerned authority out of its own funds and resources and completion certificate/ occupational certificates. Completion of Project within stipulated time is the essence of the Agreement. In case the Group housing Project is delayed, the Developer/ Second Party is liable to pay Minimum Guarantee in a time period of 3 years as per Annexure-K.
 - III. To provide all the account details of the amount received for the sale/ booking/ allotment of the dwelling units, Residential/ Commercial units in the Group Housing Colony as and when demanded by the Owner/First Party.
- That the Developer/Second party shall have full authority and power to develop the Said Land at its absolute discretion in consonance with the terms and conditions of the Licenses/ Permissions/ Approvals and as per applicable by laws at its own cost and expenses with full authority and power to market/sell/ transfer the Group Housing Colony and the common areas and facilities thereof subject to transfer of Gross Revenue share of the Owner/ First Party as mentioned in Clause 4 above.
- To make timely payment as per Annexure-K in accordance with Zero Date.
- VI. To comply with the byelaws, rules, regulations, policies, laws and GDA norms as applicable for the construction of the Group Housing.
 - VII. In case of destruction of the Group Housing due to Force Majeure the Owner/ First Party shall not be liable to make good for the same and the Developer/ Second Party shall repair the same at its own cost and expenses.
 - VIII. Obtaining all requisite approvals, permissions, any additional licenses and sanctions other than those already obtained by the Owner (i) Developer shall

For SMV AGENCIES PVT. LTD.

Director



For AGRI-TECH PVT. LTD.
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solely be responsible for the entire development of the Project, including but not limited to (ii) conceptualizing, planning, engineering, procurement, coordination of the Project; (iii) appointing and controlling consultants, vendors, contractors in relation to development of the Project; (iv) timely completion of construction and development of the Project; (v) overall marketing and sales of the Project (vi) all payments for the same and (vi) compliances with all applicable laws, rules, regulations, notifications, circulars, bye-laws, which may be applicable to the Project from time to time.

- IX. To apply for and obtain expeditiously and in a timely manner from the relevant authorities all approvals for development and construction of the Project that are required to be obtained by Developer for construction and completion of the Project and keep the same valid and subsisting throughout of the Project.
- X. To carry out within the specified Project Timelines the construction and development of the Project until completion of the development of the Project including marketing, leasing or sale of the saleable area/ saleable unit and every part thereof. The revenue of which forms part of the Gross Revenue.
- XI. To do all such acts, deeds and things that may be required for the Project or for the compliance of this Agreement.



To appoint, employ or engage consultants, architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) and other persons to carry out the development work and to pay the wages, remuneration and salary of such persons and shall also take third party insurance of such persons.

To make payment and/or receive the refund of all deposits or other charges to and from all public or governmental authorities or public or private utilities relating to the development of the Project paid by Developer.

- XIV. To make applications to the concerned governmental authority or semi-governmental authority in respect of and carry out, all the infrastructure work, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub stations and all other common areas and facilities for the proposed buildings to be constructed on the said Land as may be required by any approval, layout plan, or order of any governmental authority or semi-governmental authority and acquire relevant approvals for obtaining water and electricity connection and approvals for cement, steel and other building materials, if any as the Developer deems fit.
- XV. Generally any and all other acts, deeds and things that may be required for the implementation of the Project.

For SMV AGENCIES PVT. LTD.

Director



For AGRG Infratech P.L.Ltd
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- XVI. All documents for sale, transfer, allotment of saleable units to be executed with the purchaser, lessees, licensees including Allotment Letter, Unit Buyer Agreement, Agreement to Sell, Conveyance Deed, Lease Deed, License Deed etc. shall be signed and executed by Developer on behalf of the Owner as their duly constituted attorney.
- XVII. Any amounts payable to any of the customers upon cancellation/ termination of the Unit in the Project shall be refunded by Developer. The Owner shall however not be liable to refund/ repay any interest, penalty, damages that may be imposed upon Developer for any delay or deficiency in delivery of the saleable unit, which shall be the sole liability of Developer. The Developer will keep OWNER fully indemnified against any other claim, litigations which may occur on account of any such delay or deficiency in service by Developer.
- XVIII. Any certified information data regarding costs estimates and costs incurred, sales, gross total revenue, the Owners' revenue share or any other information or data as may be required by the Owner for filing of any statutory or corporate returns, applications or compliances shall be furnished by Developer to the Owner within 7 (seven) days of demand by the Owner.

9. That save and except as expressly agreed to be borne by the Owner/First Party as stated herein all the costs of the Project as stated herein right from the day of commencement of construction, till the Project is ready for occupation shall be the sole responsibility of the Developer/ Second Party. Such costs shall also include cost of material and all costs of expenses for completing the Group Housing Colony in H Block in all respect till it is ready for occupation as per laws and directive of GDA, Ghaziabad and all other expenses and costs connecting and relating to the same including obtaining of part and/or final completion certificate and handing over possession of the units to the prospective purchasers.

The EWS/ LIG units as per the approved plan dated were provided by the First and Confirming Party. Developer/ Second Party has to construct 67 Units of EWS/ LIG on account of purchasable FAR from 2.5 to 3.75 for GH 01 purely on its account. However, on insistence of the Second Party and to facilitate a better Layout, First and Confirming Party agreed to revise its own area provided for EWS/ LIG and added 67 nos of EWS/ LIG units adding approx. 32,000 sq. ft. of built up area in addition to previously approved plan. The Second Party has agreed to pay part payment of construction cost towards these additional 67 no EWS/ LIG units to First and Confirming Party. The details of units comprised in EWS/LIG is set forth in ANNEXURE M.

The Second Party shall pay an amount of Rs 1,50,00,000/- (Rupees one Crore fifty lacs only) in 8 months on monthly basis, i.e. Rs. 25,00,000/- (Rupees twenty five lacs only) per month starting from May, 2015 to the First and Confirming Party towards part construction cost of EWS/ LIG units. The balance of construction cost shall be received by the First Party and Confirming Party by selling the EWS / LIG

For SMV AGENCIES PVT. LTD:

Director



For ADUG Ministry Govt. of NCT of Delhi
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Units to GDA/ Authorized Persons as guided by GDA. The Second Party shall not be authorized/ eligible to receive any payments towards these EWS/ LIG Units. The responsibility of the First Party and Confirming Party is limited to construction of these 67 Units (List and Drawing Attached) so far as GH 01 EWS/ LIG construction is concerned.

The First Party and the Confirming Party will ensure to construct and complete these 67 units of EWS/LIG within the period of three (3) years or completion of payment of Minimum Guarantee Amount of Rs. 47,50,00,000/- (Rupees Forty Seven Crores Fifty Lacs Only) by the Second Party to the First Party, whichever is earlier. The Parties shall monitor the progress of construction of EWS/LIG on every reconciliation, and it is agreed that if the construction of EWS/LIG is not completed within the period of 3 (three) years by the First Party or the Confirming Party, as the case may be, the Developer shall stop the payment to the First Party beyond this amount of Rs. 47.50 Crores till such time the construction of the EWS and LIG is complete. The second party shall thereafter pay to the First Party its proportionate share of revenue without any interest / penalty for the period the said revenue share has been withheld by the Second Party.

11. That the Parties have agreed to adhere to the business plan as attached with this Agreement, however, the same may vary in line with variations in the market conditions and as agreed by both the First and Second Party. This business plan is an integral part of this Agreement.

12. That the Group Housing shall be built and developed by the Second Party as per the rules, regulations, byelaws imposed by GDA or any competent authority from time to time till the completion of the Project. The Second Party shall follow all the terms and conditions imposed as per U.P. Apartment Act 2010 strictly.

13. That all the employees may be workmen, officials or otherwise who are engaged or working with the said Project directly or indirectly, at the site or otherwise shall be the employees/ officials of the Developer/Second party exclusively. All their wages, provident fund, accident claim or other dues statutory or contractual or on any other account shall be payable exclusively by the Developer/Second party. In such circumstances, on account of any unfortunate happening may be at the site or otherwise in any manner arising/concerning and connected to the proposed Project and any compensation in any manner becomes payable either to the workmen/officers or to their heirs or any other account connected and concerning the Project, the same shall be exclusive liability of the Developer/Second party.

14. The Developer/Second Party agrees that if any changes, additions, alterations, rectification or the like in the Building Plan of the Project are necessary for obtaining the occupation/completion certificate, the said additions, alterations, rectification etc. will be carried out by the Developer/Second party at its own costs and expenses so that occupation/completion certificate/s is granted by the concerned authorities and

For SMV AGENCIES PVT. LTD.

Director



For AGSUS Infotech Pvt. Ltd.
Signature

the Owner/ First Party shall cooperate with the Developer/Second Party for getting the same.

15. That the Developer/Second Party shall be entitled to apply for, obtain and retain the refund of all fees, deposits, etc. if any, made by it for the various permissions, sanctions, approvals from time to time, from GDA/ the concerned authorities. If any refunds etc. are made in the name of Owner/First Party which has been paid by the Developer/ Second Party, the same shall be reimbursed to the Developer/Second Party within 15 days of receipt of the same. If the same is not refunded within the said period of 15 days, the same shall be refunded alongwith interest at the rate of 24% per annum for the period of delay.
16. That all charges, expenses and outgoing expenses towards water and electricity, during development of the Group Housing shall be exclusively borne and paid by the Developer/ Second Party in entirety as and when demanded by the First party based on the payment timeline of the respective authorities.
17. The Developer shall get the Building Plan for the Project prepared at its own cost and shall obtain all other clearances like sanctioning, zoning, renewal of license etc. which shall be done by the Developer/ Second Party at its own costs and expenses.
18. The Developer/ Second Party shall entirely and solely be responsible and liable for any deviations made from the approved plans of the buildings and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations from the sanctioned plans.

19. Indemnity:

That each of the Parties hereby agrees to indemnify and keep each other indemnified against other party's liability, claims, danger or any other proceedings as a consequences of any act, omissions of the both Parties related to the Said Land, development, construction, business module, operations etc. including any other obligations under this Agreement.

- II. The Developer/ Second Party hereby undertakes to indemnify and shall always keep indemnified the Owner/First Party and the Confirming Party, its directors, its employees, workmen and its agents against all claims, demands, damages, penalties, costs or expenses, litigations, legal proceedings, accidental claims etc. of any kind, civil or criminal, whatsoever which may arise against or to be incurred pursuant to conducting development of the Said Land or incidental to the development, due to any accident, or otherwise caused by any act, default or neglect of the Developer/ Second Party or any of its employees or otherwise arising from breach of any of the provisions, undertakings representations and warranties and covenants of this Agreement. In case of destruction of the Group Housing due to Force Majeure, the Owner shall not be liable to make good for

For SMV AGENCIES PVT. LTD.

Director



For AGDA InfraTech Pvt. Ltd.
Authorized Signatory

the same and the Developer/ Second Party shall repair the same at its own cost and expenses. The Second Party further agrees that it shall indemnify and keep indemnified defend and hold harmless Owner and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages (excluding any indirect or consequential losses) suffered, arising out of, or which may, inter alia, arise out of the following:-

- (i) any default in complying with the terms and conditions of the license, sanctioned building plan(s), approvals pertaining to the Project and/ or
- (ii) delay in handing over possession of the Units to the buyers as per the terms of Agreement signed with them;
- (iii) defending Owner in case of any action by the Buyer(s) for any delay, deficiency in service or substandard goods or materials used;
- (iv) all matters concerned with respect to payment by Developer to its contractors, Vendors sub-contractors, workers or employees;
- (v) compliance with all legal requirements in respect of contractors, sub-contractors, workers or employees employed by DEVELOPER in the Project;
- (vi) any type of accidents that may occur during the course of development of the Project;
- (vii) delay in completion of project and/ or getting completion certificate as agreed herein,
- (viii) default in making payments to owners of the units and/or to any third party as agreed herein,
- (ix) deviation from the sanctioned plans or default in complying with any of the approval, licenses, building plans etc.
- (x) any claims, demands, suits, litigation and proceedings of any nature in respect of the Project pursuant to this agreement or arising out of any contravention by Developer of any procedural or substantive laws, judicial decisions, arbitral decisions, statutes, constitutions, moratoria, ordinances, rules, regulations, standards, orders and other requirements (including those relating to the environment, hazardous materials, or health and safety) of any relevant Governmental Authority or by any third parties or on any other account whatsoever.
- (xi) any claim, demand or liability arising due to mortgage of the said land by the Second Party.



For SMV AGENCIES PVT. LTD.

Director



For Aditya Enterprises Pvt. Ltd.
Authorized Signatory

- iii. In case any portion of the Said Land and/or construction on the Said Land or part thereof is ever taken away or goes out from the possession of the Developer/ Second Party whether permanently or temporarily on account of any legal defect in the ownership and title of the Owner, the Owner would be liable and responsible to make good the loss suffered by the Developer/ Second Party. The Owner shall indemnify for such losses, costs, damages, fines, penalties and expenses accruing thereby to the Developer/ Second Party on that account.

20. Bank Guarantee:

I. All the Bank Guarantees to GDA/ the Competent Authorities required for the Project shall be furnished by the Developer/ Second Party. If any further Guarantee/s is required to be submitted to any authority or department, concern authority, Ghaziabad towards any requirements, it/these shall be furnished by the Developer/ Second Party irrespective of the fact that the First and/or Confirming Party are called upon to be furnished by the concerned authorities, as per statutory requirements and/or administrative directions or otherwise.

II. The Developer shall be entitled to refund of all fees, security deposits and other charges of whatsoever nature deposited by the Developer with various statutory authorities with respect to the Project including any approval. The First Party undertakes and agrees that it shall pass such refund to the Developer within 15 (Fifteen) days of receipt of the same.

21. Right to Mortgage:

I. The Second Party/Developer shall have the right to take loan/funding/borrowing for construction of the Group Housing on the Said Land from any scheduled Bank/NBCI/Financial Institution or FDI partner by way of creation of mortgage or encumbrance over the Said Land and Gross Revenue subject to the condition that the Second Party shall all time maintain the assets in the current Project up to the value of construction loan taken by it, however such mortgage shall not affect any rights, title and interest and share of the First Party/Owner under this Agreement. All liability arising on the Said Land due to loan/borrowing taken by the Second party/Developer, the Second Party/Developer shall bear all the costs and expenses to get the Said Land free from the mortgage and the First Party shall not be responsible for the same on any account whatsoever.

II. The First Party and Confirming Party shall cooperate with the Second Party for obtaining loan/borrowing facilities by the Developer. The Owner agrees to sign any document only for the purpose of creating an Encumbrance on the said Land and provide NoC/Title deeds as may be required by the Developer for creating a mortgage, equitable or otherwise but none of its Directors/ Shareholders will be called upon to give any personal guarantee. Further the amounts that will be borrowed by the Developer shall be deposited in a separate account and shall be used for the purpose of construction of the Project only and not for any other purposes.

For SMV AGENCIES PVT. LTD.

[Signature]

Director



For AGG through P.M. Ltd.
Authorised Signatory
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III. It is agreed between the Parties that, if required by the lender/funding institution, the First Party and Second Party shall open a new escrow account or convert the existing account into such new escrow account, on the terms and conditions agreeable to the lender/funding institution and the Parties or the Second Party, as the case may be, will enter into and execute a new escrow agreement. This new escrow account will supersede the existing escrow agreement, however, the Second Party will ensure that the payment to the First Party towards its agreed share from the Gross Revenue will be continued and such understanding is included and incorporated in the new escrow agreement. The funds so raised shall be utilized for its intended purpose only and shall be routed through the said Escrow account as prescribed by the funding institution. It is also understood and agreed by the developer that any money received on account of the project through any direct or indirect source i.e bank loans, FDI's shall be deposited in this account only and the developer shall make sure that these considerations are exclusively used for the development and construction of this project only. It is also understood and agreed by the developer that there will be no other account except the said escrow account for this project to receive any sale consideration on account of its project.

22. Specifications:

That the building plans and construction for the said Group Housing shall be in accordance and conformity with the Zonal Plan and Rules and Bye-laws of GDA and/or other Authority as may be prescribed from time to time.

23. Fire-Fighting:

Whatever fire-fighting equipment and installations including civil works are necessary will be provided by the Developer/ Second Party and the costs and expenses thereof will be met by the Developer/ Second Party in its entirety.

24. Commencement Time & Force-Majeure:

That the commencement of construction shall be deemed to have commenced on the day subsequent to Zero Date i.e. 15.04.2015 and the same shall be completed within a period of 5 years from the Zero Date. All the terms are of the essence of this agreement.

That this Agreement shall be subject to force majeure circumstances which shall include earthquakes, floods, fire or any other natural calamities, declared war or issues relating to ownership of land which restrains/ prohibits the Developer/ Second Party from proceeding with the Development.

25. Miscellaneous:

For SMV AGENCIES PVT. LTD.

Director



For AGNG Infotech Pvt. Ltd.
Authorized Signatory

i) It is hereby expressly agreed and understood by and between the parties hereto that this Agreement does not constitute a partnership or association of persons between 'Owner' and 'Developer/ Second Party' and 'Confirming Party' nor is any partnership contemplated nor does it tantamount to forming an association of person.

ii). This Agreement constitutes the entire understanding between the parties and there are no promises, assurances, undertakings or any other terms and conditions other than what is stipulated in this Agreement.

iii). The provisions of this Agreement shall not be altered added to or omitted except in writing duly signed by both the parties.

iv). The waiver (express or implied) of a breach of any provision of this Agreement shall not be construed as a waiver of any other provisions thereof or a waiver of subsequent breach of the same provision.

(v) That this Development Agreement forms a typical development agreement wherein:

First Party	:	Land Owner
Second Party	:	Developer
Confirming Party	:	Lead Member of the township where GH-01 exist.

26. Mutual Notices:

All mutual notices shall be served upon the addresses given above.

27. Stamp Duty:

The present agreement shall be registered and the stamp duty charges shall be borne by the Developer/Second party.

28. Arbitration:

In the event of any dispute or differences between the parties relating to this Development Agreement the same shall be solely and exclusively referred to the Sole Arbitrator mutually appointed by the Owner and the Developer in accordance with the provisions of Arbitration and Conciliation Act, 1996. The decision of the sole Arbitrator shall be final and binding on the parties. The venue of arbitration shall be at New Delhi.

IN WITNESS WHEREOF the parties have set their hands to this Agreement on this _____ day of _____ 2015.

For SMV AGENCIES PVT. LTD.

Director



For AGRO INDUSTRIES PVT. LTD.
Authorized Signatory

ANNEXURES AND SCHEDULES TO BE INSERTED/ATTACHED
Schedule 1 - Details of Land

- ✓ Annexure A - Copy of License ✓
- ✓ Annexure B - DPR of the Project approved & Sanctioned by GDA ✓
- ✓ Annexure C - Development Agreement with GDA ✓
- ✓ Annexure D - Master Layout Plan To Maxwell
- ✓ Annexure E - Sale Deeds of land executed in Favor of AGRG
- Annexure F (colly.) - Business Plan and Sales and Marketing Plan of the Group Housing colony
- Annexure G - Escrow Agreement between the First and Second Party
- Annexure H - Possession Letter
- Annexure I - General Power of Attorney
- Annexure J - Share Purchase Agreement executed between the First and Second Party
- Annexure K - Minimum Guarantee Payment Schedule
- Annexure L - Details of undated Cheques towards payment of Minimum Guarantee
- Annexure M - EWS and LIG Flats Details

✓ SMV or its parent Mr. Suresh Chandra
internal



For SMV AGENCIES PVT. LTD.

Signature

Director

For AGRG Integrated PVT. Ltd.
Signature
Authorized Signatory



Annexure K

Minimum Guarantee Payment Schedule

Zero Date - 15 th April 2015			
S.No	Months (from Zero date)	Amount (Rs , Crs)	Remarks
1	-	1.00	Advance already Paid at M.O.U
2	-	1.00	At the signing of the DA
3	3	2.00	Minimum Guarantee taking zero Date as Above
4	6	2.00	Minimum Guarantee taking zero Date as Above
5	9	2.00	Minimum Guarantee taking zero Date as Above
6	12	2.00	Minimum Guarantee taking zero Date as Above
7	15	2.00	Minimum Guarantee taking zero Date as Above
8	18	3.00	Minimum Guarantee taking zero Date as Above
9	21	3.50	Minimum Guarantee taking zero Date as Above
10	24	4.50	Minimum Guarantee taking zero Date as Above
	27	5.00	Minimum Guarantee taking zero Date as Above
	30	6.00	Minimum Guarantee taking zero Date as Above
	33	6.50	Minimum Guarantee taking zero Date as Above
	36	7.00	Minimum Guarantee taking zero Date as Above
	Total	47.50	



For SMV AGENCIES PVT. LTD.

Director



For KONGA SATELLITE PVT. LTD.
Authorized Signatory

