

उत्तर प्रदेश UTTAR PRADESH

AL 451843

COLLABORATION AGREEMENT

THIS AGREEMENT is made on this 14th day of March 2014 between

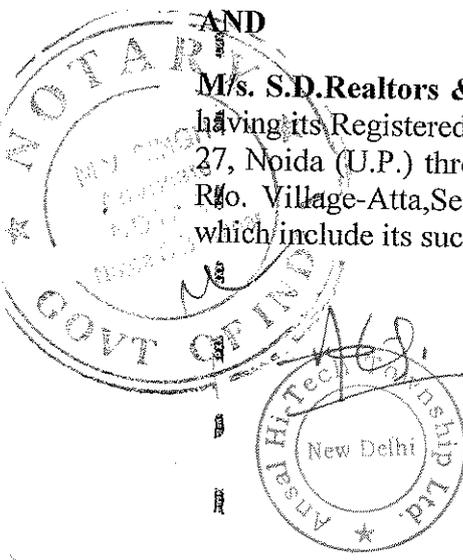
M/s. Ansal Hi-Tech Townships Ltd. A Company incorporated under Companies Act 1956 having its Registered Office at 115, Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi-110001 through it's Authorised Signatory, being Addl. Vice President Sh. Ashish Sharma son of Sh. Surender Sharma R/o. 115 Ansal Bhawan, 16 K.G. Marg, New Delhi-110001 (hereinafter referred to as the Company which expression shall unless repugnant to context hereof mean include its successors, assigns and administrators) **(First Party);**

AND

Mr. Jai Prakash S/o. Sh. Nathi R/o. Village : SalarPur, Pargana Dadri, Tehsil Sadar, Distt.: Gautam Budh Nagar (U.P.) (hereinafter referred to as Land owner, which expression shall unless repugnant to context hereof mean and include his legal representative, heirs, successors, assigns and executors) **(Second Party)**

AND

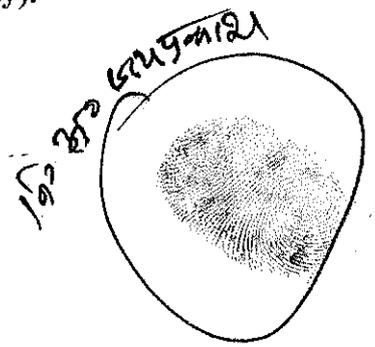
M/s. S.D.Realtors & Developers, a company incorporated under Companies Act, 1956 having its Registered office at 2nd Floor, Awana Market, Opposite Mosiac Hotel, Sector - 27, Noida (U.P.) through its Partner Sh. Suraj Awana S/o. Late Sh. Kalicharan Awana R/o. Village-Atta, Sector-27, Noida (U.P.) (hereinafter referred to as confirming Party, which include its successors, assigns and administrators) **(Third party).**



For SD Realtors & Developers

[Handwritten signature]

Partner





उत्तर प्रदेश UTTAR PRADESH

AL 451844

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WHEREAS land owner (Second Party) owns land and intends to acquire land in the vicinity of Quisba Dadri in Village : Beel Akbar Pur, Chamraoli Ramgarh, Bhogpur, Duttawali & Caimerala Chakresenpur, Pargana & Tehsil: Dadri, District: Gautam Budh Nagar (U.P.) and is desirous to get developed such land hereinafter referred to as "DEVELOPMENT LAND".

AND WHEREAS Developer Company is very well reputed construction Company, having successfully developed and marketed several housing and residential complexes in Northern India.

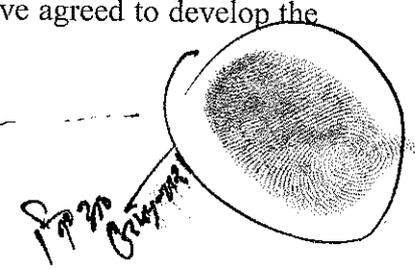
AND WHEREAS land owner (Second Party), who intends to acquire land as mentioned hereinabove, is desirous to get the same developed and marketed by the Developer Company (First Party), as it having vast and rich experience and expertise for the same.

AND WHEREAS the land under development hereby purchased falls in the ambit of Development Authority and land is not good for Agriculture purposes because there are five to ten feet depressions in the aforesaid land. Therefore, the land owner wants to develop the land for residential & commercial purpose with the help of the Developer Company and approach the Developer Company with the help of Confirming Party (Third Party). The Confirming Party (Third Party assured the First Party all about of the Land Owner (Second Party) in all respect and taken his guarantee & responsibilities not to commit any inconsistency in any matter related with the objectives of the First Party.

AND WHEREAS the Developer Company and Land Owner have agreed to develop the aforesaid land as per terms and conditions hereinafter mentioned.

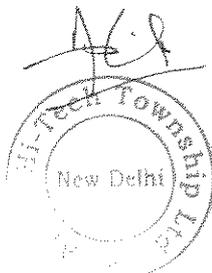
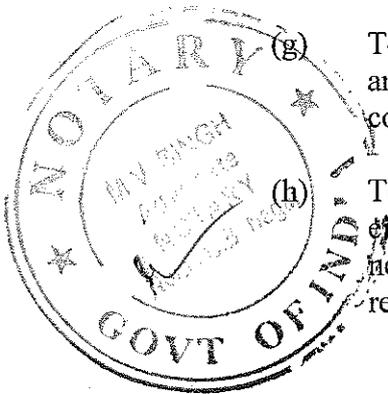


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-3-

1. Land Owner shall provide the "Development Land" upto **5.0510** Hectare or **12.500** Acres to the Developer Company with the help of Confirming Party, to develop the same into residential colonies, commercial or institutional complexes, within the provisions of directions issued by the norms of applicable statutory/institutional authorities viz. State Government of Uttar Pradesh etc. The Developer Company undertakes to do all such acts, deeds, things and matters for taking requisite approval/s from appropriate authorities for the development of "Development Land".
2. Developer Company will incur whole cost of development of the "Development Land" at the Second instance in the account of and on behalf of Land owner and which shall be apportioned in the manner, as indicated in clause given hereinafter.
3. That in addition to the other covenants undertaken by the Developer Company contained in this agreement, the Developer Company shall provide the following services to the Land Owner:-
 - (a) Survey of Land
 - (b) Preparation of lay out and surface plans;
 - (c) Submitting applications for grant of license to the appropriate statutory authorities and its follow up;
 - (d) To prepare development scheme;
 - (e) To obtain licenses and comply with the terms and conditions thereof including furnishing of bank guarantee and executing the agreements of development;
 - (f) To prepare detailed development plans, estimates, assign and executing the work and supervise the same so as to carry out and provide all services of development according to the sanction;
 - (g) To advertise, make other publicity and contact arrangements both in India and abroad inviting booking of plots/flats or spaces in residential or commercial or institutional projects;
 - (h) To book plots/flats/spaces of commercial or institutional projects for sale either by way of lease or transfer and to do all acts; deeds and things necessary for the completion of the sale or lease including execution and registration of the same in favour of the purchasers or lessees;



For DD holders & Developers

Partner



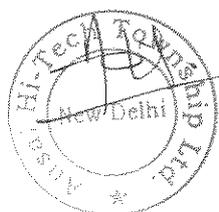
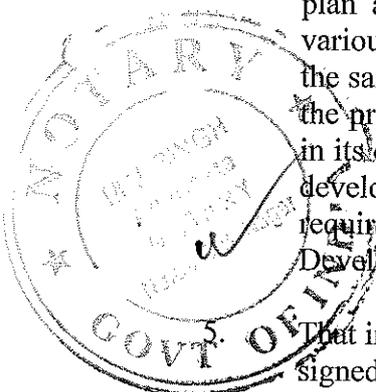
- (i) To do all acts, deeds and things necessary for or incidental to the execution and completion of the development and to carry out other works to be done by the Company in terms of this Agreement;
- (j) To deal with sanctioning authorities at all level and to carry out their directions in terms of grant of licenses for setting up the colony/colonies.
- (k) To get the development services provided at site inspected, approved by the competent authorities and to obtain necessary certificates in respect thereof and to hand over the services in colony to the appropriate authorities;
- (l) To furnish bank guarantees as and when required, whether before or after the grant of licenses for proper execution of the plan and development at site;

All the costs and expenditure incurred on the services contained in this clause including expenditure on sales and administrative staff engaged wholly or partly on this project, cost of advertisements and publicity on Sales campaign whether through papers or otherwise printing cost of brochures, sale literatures, hoardings, free transportation for customers, commission/brokerage on sales and other such incidental expenses shall be incurred and borne by the company initially and shall be apportioned as detailed aforesaid.

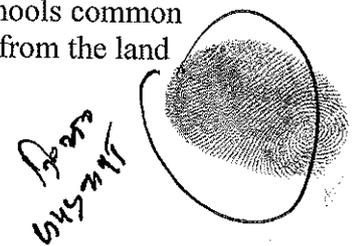
- 4. That the Developer Company shall have the right to enter upon the said land, survey the same, prepare lay out plans and development schemes independently for the said lands or in conjunction with some other lands in the neighbourhood, submit the same to the appropriate authorities for grant of licenses in respect thereof, carry out the necessary formalities antecedent to the said grant, including the furnishing of bank guarantees after the grant of the licenses, to execute the plan and development scheme at site, book for sale and sell/or lease/transfer various plots or flats/other spaces to which the said land is parceled out, to realize the sale price or consideration of lease or transfer in whole or in installments from the prospective purchasers/lessees, to give receipts for the consideration received in its own name and to do all other acts necessary and incidental to the scheme of development and sale or transfer as referred to above. The land owner, if required, shall also execute and grant Power of Attorney/s in favour of the Developer Company and this Power of Attorney/s shall be revocable.

That in case apart from Power of Attorneys, any other documents is required to be signed and/or executed by the land Owner for the purpose of this Agreement the same shall be signed and executed by the Land Owner as and when required by the Developer Company.

- 6. That since in view of development of the land as residential or commercial or institutional projects and in view of the common area to be left out for providing conveniences, facilities, parks, road, green belts, health services, schools common office buildings etc., the sale proceeds or the gross receipts realized from the land



For SD Ansal
[Signature]
Partner



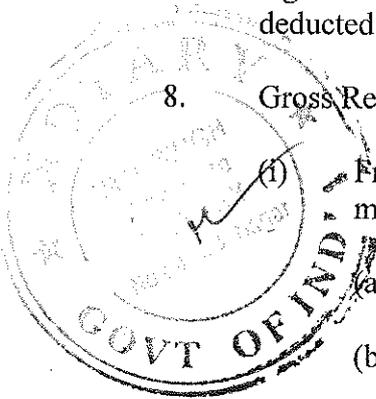
of the owner subject to such deductions and adjustments as provided in this Agreement shall be apportioned between the Parties. The Development Company shall in the first instance recover/reimburse to itself the following amounts:-

- (a) Finances provided by the Developer Company by way of advances,, payments etc. towards cost of lands or any other loans, advances, dues etc. from the Land Owner;
 - (b) The Developer Company may give loan of any amount, at the request of Owner through Confirming Party (Third Party), for purchasing/acquiring land. This loan is reimbursable to the Developer Company as per Clause (a) supra. The Developer Company and Owner hereby agree that, Owner may be asked to pay interest, from the date of granting of loan to the date of actual repayment at mutually agreed rate of interest not less than prevailing Bank rate, determined by R.B.I.
 - (c) For the above recoveries the Developer Company shall have an over riding title/charge on the Gross receipts/Sale Proceeds falling to the share of Owners. The Developer Company shall also have the right to get the land registered in its own name and if required, mortgage the same for obtaining loan(s) from any person for executing this project.
 - (d) For the Gross receipts, the Developer Company shall be entitled to recover all administrative costs incurred by itself.
7. That towards consideration for the diverse, facilities and services provided by the Developer Company to the Owner, expenditure on advertising and publicity, services of Sales, administrative and other staff, payment of commission/brokerages on sale of plots etc., free transportation for customers, furnishing of bank guarantees, supervision of development and other services as mentioned here in above, and elsewhere in this agreement, minimum service charges @ Rs. 5.00 lacs per acres of development land, forming part of this Agreement shall be payable by Owner to the Company. This will also be deducted from gross receipts.

8. Gross Receipts from the project shall be apportioned in the following manner:-

(1) From Gross Receipts, the Company shall be entitled and deducted before making any payment to Owner:

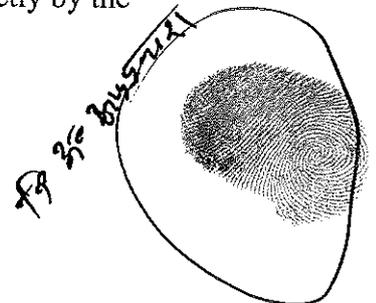
- (a) Any amount advanced by Company to Owner as mentioned in Clause 6 (a) supra
- (b) All administrative costs incurred directly or indirectly by the



For CD Recorders & Development

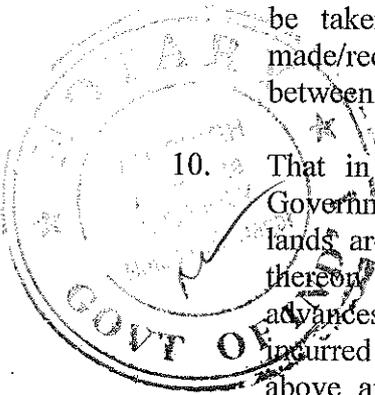
2/A

Partner



company for the project, as mentioned in Clause 6 Supra

- (ii) From the net amount arrived at after making payment to Developer Company, as mentioned in Clause 8 (i) above, the Owner shall be entitled from the Gross Receipts, the following:-
 - (a) Cost of Land, if any, provided by Owner.
 - (b) Any expenses incurred by the Owner, directly or indirectly, for the project.
 - (iii) From the amount arrived at, after making payment as per Clause 8(ii), the Company shall be entitled to get reimbursement of minimum service charges of Rs. 5.00 lacs per acre as mentioned in Clause 7 supra.
 - (iv) From the net amount, after making payment to Company, as per Clause 8 (iii), the Owner shall be entitled to his share of profit of Rs. 30,000/- per acre of project. Any surplus/profit in excess of Rs. 30,000/- per Acre of project shall be a right of the Developer Company.
 - (v) In case gross receipts/sale proceeds fall short of amount recoverable from Owner, the Owner shall be liable to make good the deficit to the Developer Company on demand or within such reasonable time as may be mutually agreed upon.
9. That the account of the project shall as far as possible be taken and rendered on 30th April each year or such other date or dates or at such interval or intervals as may be agreed upon from time to time and the amounts payable/due under this Agreement shall be worked out provisionally on the basis of and having regard inter-alia to the plotted, plottable area/covered area etc. of the project actually sold and registered in favour of the buyers, the proportionate development costs actually incurred and to be incurred in future on estimate basis. The amount shall be taken only on completion of the project when any excess payments made/received on completion of the project by any party shall be made good between the parties concerned.
10. That in the unfortunate event of any of the lands being acquired by the Government, the compensation will be received by the respective parties whose lands are acquired subject to the over-riding title or charge of the Company thereon to the extent of the finances provided by the Company by way of advances for the acquisition of land, proportionate development costs, if any, incurred in relation to lands, prior to their acquisition by the Government, the above amounts shall be reimbursed or paid by the Owner to the Company immediately on receipt of the compensation from the Government.



For D. Realtors & Developers

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11. That Developer Company shall also have right to claim the said amount directly from the land Acquisition Collector or appropriate authority and owner shall not have any objection in this regard.
12. That in the event of any dispute arising between the parties or their legal representatives/heirs about the interpretation of this Agreement or their respective rights and liabilities there under or any other matter whatsoever touching upon the Agreement, whether in the course of or on after the termination of the Agreement the same shall be referred to arbitrator to be appointed by the Developer Company and the Land Owner jointly/his heirs or legal representative and his decision shall be binding on both the parties. The arbitration shall be held at Delhi in accordance with the provisions of Indian Act.1996.

IN WITNESS whereof, the Parties hereto have signed this Agreement on this date in presence of the following witnesses

WITNESSES

1) 
 M.V. Singh
 U.B. Ansal Plaza Mall,
 Gz. Noida (U.P.)


(ASHISH SHARMA)

Adl.. Vice President
 Authorised Signatory

Ansal Hi-Tech Townships Ltd.

115, Ansal Bhawan, 16, Kasturba Gandhi Marg
 New Delhi-110001



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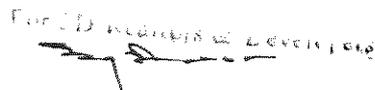

(JAIPRAKASH)

S/o Sh. Nathi

R/o. Village: Salarpur, Pargana- Dadri,
 Tehsil: Sadar
 Distt.: Gautam Budh Nagar (U.P.)

3




(SURAJ AWANA)

Partner

M/s. S.D. Realtors & Developers.
 2nd Floor, Awana Market, Opp. Mosiac Hotel
 Sector-27, Noida (U.P.)

ATTESTED

M.V. SINGH
 Advocate & NOTARY
 Noida, Gz. Noida

15 APR 2014

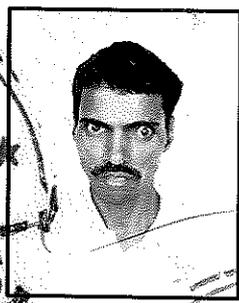
15 APR 2014

भारतीय न्यायिक

पचास
रुपये

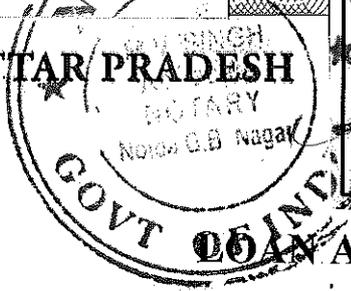
FIFTY
RUPEES

Rs.50



उत्तर प्रदेश UTTAR PRADESH

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LOAN AGREEMENT

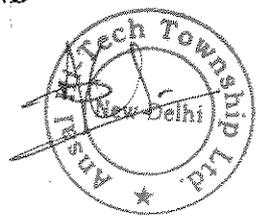
THIS LOAN AGREEMENT is made on this 14th Day of March, 2014 between

M/s. Ansal Hi-Tech Townships Ltd. A Company incorporated under Companies Act' 1956 having its Registered Office at 115, Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi-110001 hereinafter referred to as "Developer Company" (First Party) represented through it's Authorised Signatory, being Addl. Vice President Sh. Ashish Sharma son of Sh. Surender Sharma R/o. 115 Ansal Bhawan, 16 K.G. Marg New Delhi-110001 for the development of project in the vicinity of Quisba Dadri in Village : Beel Akbar Pur, Chamraoli Ramgarh, Bhogpur, Duttawali & Caimerala Chakrasen Pur, Pargana & Tehsil : Dadri, Distt.: Gautam Budh Nagar (U.P.), (hereinafter referred to as the Developer Company, which expression shall unless repugnant to context hereof means and include its successors, assigns and administrators) (FIRST PARTY). The Developer Company is executing this Agreement for and on behalf of M/s. Uttam Steels and Associates (Consortium) who have been selected for development of a Hi-Tech City vide G.O. No. 6913/08.01.06.51 writ/dated 28th November'2006.

AND

Sh. Jai Prakash S/o. Sh. Nathi R/o. Village : Salarpur, Pargana-Dadri, Tehsil: Sadar, Distt.: Gautam Budh Nagar (U.P.) (hereinafter referred to as owner, which expression shall unless repugnant to context hereof mean and include his legal representatives, heirs, successors, assigns and executors) (SECOND PARTY).

AND



For PD Recorders & Devt. Co.

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Partner





उत्तर प्रदेश UTTAR PRADESH

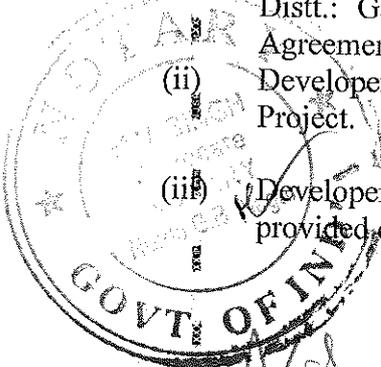
AL 451846

-2-

M/S. S.D. Realtors & Developers, a company incorporated under Companies Act, 1956 having its Registered office at 2nd Floor, Awana Market, Opp. MOSIAC Hotel, Sector-27 Noida (U.P.) through its Partner Sh. Suraj Awana S/O Late Sh. Kalicharan Awana R/o. Village-Atta, Sector-27 Noida (U.P.)(hereinafter referred to as confirming Party, which include its successors, assigns and administrators) **(THIRD PARTY)**.

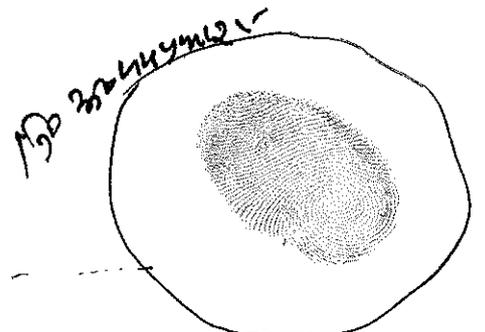
AND WHEREAS Land Owner (Second Party) approached to the Developer Company (First Party) with the help of Confirming Party (Third party), and executed an Agreement on 14th March 2014 under which all the three above parties agreed to the following:-

- (i) Land Owner will provide his land to be acquired in the vicinity of Quisba : Dadri, Distt.: Gautam Budh Nagar in Village : Beel Akbar Pur, Chamraoli Ramgarh, Bhogpur, Duttawali & Caimerala Chakrasen Pur, Pargana & Tehsil : Dadri, Distt.: Gautam Budh Nagar (U.P.); as mentioned in the Schedule-I of this Agreement situated in said villages.
- (ii) Developer Company will utilize develop and market this land into Hi-Tech City Project.
- (iii) Developer Company on the request of the Land Owner (Second Party), has provided desired loan for acquiring upto 12.500 Acres of land by the LandOwner.



For S.D. Realtors & Developers

Landowner



- (iv) Above covenants are as per terms and conditions of the referred Agreement and details whereof are contained in Clause 1 to 12 of this Agreement dated 26th July'2011 (hereinafter referred as Original Agreement);

AND WHEREAS Land Owner has requested Developer Company to provide a loan of Rs. _____ (Rupees _____) in connection with land acquiring by Land Owner.

In consideration of above, and with reference to Original Agreement dated 26th July'2011 executed between the above parties, both the parties here are desirous to put execution of present transactions in writing and which are in conformity of Original Agreement and are written below:-

- (i) Developer Company agrees to give a loan of Rs. _____ (Rupees _____) to Land Owner through the Confirming Party (Third Party) for the procurement of land by Second Party, admeasuring _____ Hectare or _____ Acre located in Revenue Village : Beel Akbar Pur, Chamraoli Ramgarh, Bhogpur, Duttawali & Caimerala Chakrasen Pur, Pargana & Tehsil : Dadri, Distt.: Gautam Budh Nagar (U.P.) as detailed in exhibit 'A' enclosed.
- (ii) Land Owner has agreed to acquire the referred land, forming part of Original Agreement and shall abide by the terms and conditions thereon.
- (iii) If the Land Owner is not able to acquire the referred land within 30 days of granting of above loan being given through the Confirming Party (Third Party) then Second Party & Third Party shall be bound to refund the amount as such within 15 days of the expiry of referred period of 30 days. Any delay in refund of the above amount beyond the above period, shall render the land Owner and Confirming Party liable to pay interest @ 18% per annum from the date of granting of loan to him to the date of actual payment to be made by them.
- (iv) If there arises any dispute among the parties, the same shall dealt with as per terms and conditions of Original Agreement Dated 26th July'2011; further, the original Sale Deed of the Land hereby purchased through Loan Agreement shall be kept by the Developer Company (Ansal Hi-Tech Townships Ltd.)

(v) By putting the signatures on the Loan Agreement, the Land owner acknowledges the receipt of land through Third Party, as per the terms of "Original Agreement". However, the receipt of cheque shall be subject to its realization and which shall be the responsibility of the Developer Company, to get the cheque honoured.



For SD Realtors & Developer

Partner



IN WITNESS whereof, the Parties hereto have signed this Agreement on this date in
resence of the following witnesses

WITNESSES :-

1) 
U.B. Ansal Plaza mall,
Cr - Noida (U.P.)


(ASHISH SHARMA)
Addl. Vice President
Authorised Signatory
Ansal Hi-Tech Townships Ltd.
115, Ansal Bhawan, 16, Kasturba Gandhi Marg
New Delhi-110001



2



(JAI PRAKASH)
S/o. Sh. Nathi
R/o. Village: Salarpur, Pargana-Dadri
Tehsil- Sadar
Distt.: Gautam B. Nagar (U.P.)

For S.D. Realtors & Developers

3



(SURAJ AWANA) Partner
Partner
M/s. S.D.Realtors & Developers
2nd Floor, Awana Market, Opp.Mosiac
Hotel, Sector-27 Noida (U.P.)



ATTESTED

M.V SINGH
Advocate NOTARY
Noida G.B Nagar

5 APR 2014.