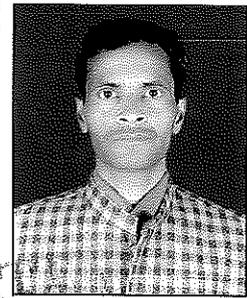
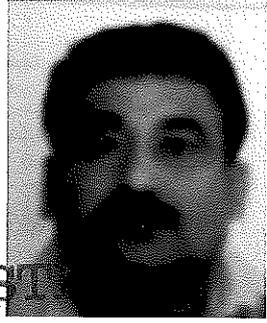




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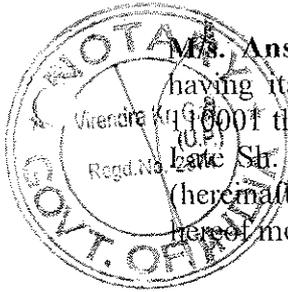
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Virendra Kumar Garg
Notary (Public) Regd. No. 2874
G.B. Nagar (U.P.)

Virendra Kumar Garg
Notary (Public) Reg. No. 2874
G.B. Nagar (U.P.)

COOPERATION AGREEMENT

THIS AGREEMENT is made on this 08th day of Sep. 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 Sr. Manager - (Land) Sh. O.K. Sharma son of Late Sh. Bhagwat Prasad Sharma R/o. 16 K.G. Marg, 115 Ansal Bhawan, New Delhi-110001 (herematter referred to as the Company which expression shall unless repugnant to context hereof mean include its successors, assigns and administrators) **(First Party);**

(Handwritten signature)



(Handwritten signature)

AND

Mr. Viney Kumar S/o. Sh. Prem Shankar R/o. Village : Atora Bujurg, Distt:- Rai Barely, (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

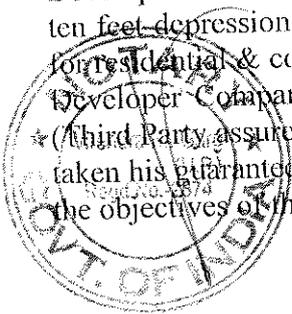
M/s. Samadhan India Pvt. Ltd. A company incorporated under Companies Act, 1956 having its Registered office at 254, Chandralok Colony, Aliganj, Lucknow-226024 (U.P.) through its Director Sh. Manoj Dwivedi S/o. Sh. Chakradhar Nalin R/o. Second Floor, Jai Hind Complex, Lal Bag, Lucknow (hereinafter referred to as confirming Party, which include its successors, assigns and administrators) **(Third party) appointed as land procurer vide MOU dated 18-06-2008 for procurement of land at Village : Caimerala, Chakrasenpur, Datawali, Chamrawali, Ramgarh.**

WHEREAS land owner (Second Party) owns land and intends to acquire land for developing the townships/residential colonies and relative activities in the vicinity of Village : Caimerala Chakresenpur, Datawali, chamrawali, Ramgarh, Pargana & Tehsil: Dadri, District: Gautam Budh Nagar (U.P.) and is desirous to got 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.

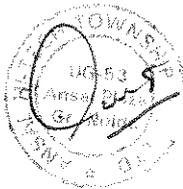
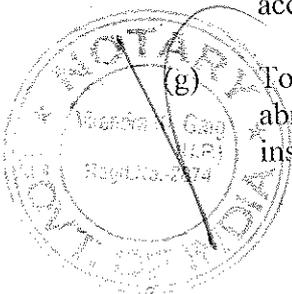
AND WHEREAS the land under development hereby purchased falls in the ambit of Development Authority and land is not good for Agriculture purposes because there are five to ten feet depressions in the aforesaid land. Therefore, the land owner wants to develop the land for residential & commercial purpose 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.



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

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;



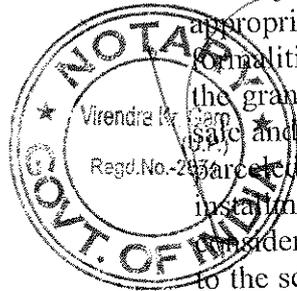
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- (h) To book plots/flats/spaces of commercial or institutional projects for sale either by way of lease or transfer and to do all acts; deeds and things necessary for the completion of the sale or lease including execution and registration of the same in favour of the purchasers or lessees;
- (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 neighborhood, 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 attached, to realize the sale price or consideration of lease or transfer in whole or in instalments 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.



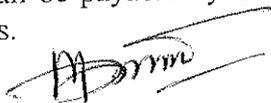
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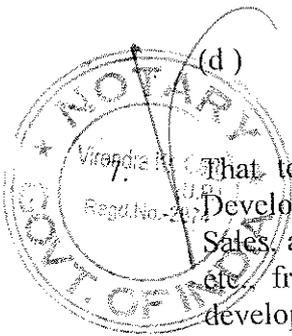


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5. That in case apart from Power of Attorneys, any other documents is required to be signed and/or executed by the land Owner for the purpose of this Agreement the same shall be signed and executed by the Land Owner as and when required by the Developer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

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.





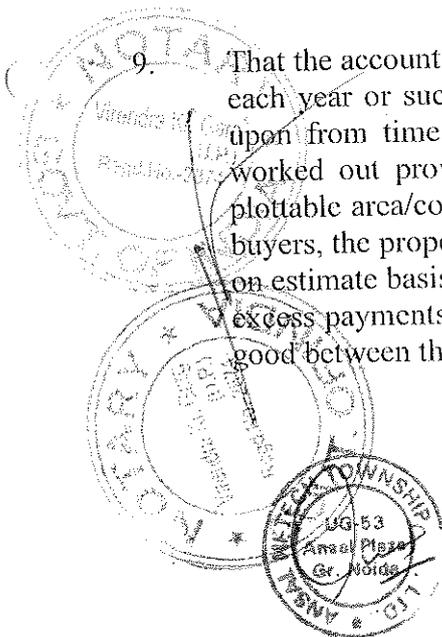


8. Gross Receipts from the project shall be apportioned in the following manner:-
- (i) From Gross Receipts, the Company shall be entitled and deducted before making any payment to Owner:
 - (a) Any amount advanced by Company to Owner as mentioned in Clause 6 (a) supra
 - (b) All administrative costs incurred directly or indirectly by the 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 favor 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.
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.

[Handwritten signature]



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

WITNESSES

1). Name Titender Kumar Singh
S/o Sh. R.B. Singh
R/o 115 Ansal Bhawan 16 K.G.
Marg New Delhi

2). Name:- Pam Sausup
S/o Sh. Beg Raj
R/o 115 Ansal Bhawan 16 K.G.
Marg New Delhi

3). Name:- _____
S/o _____
R/o _____



(O.K. SHARMA)
Sr. Manager (Land)
Authorized Signatory
Ansal Hi-Tech Townships Ltd.
115, Ansal Bhawan, 16, Kasturba Gandhi Marg
New Delhi-110001

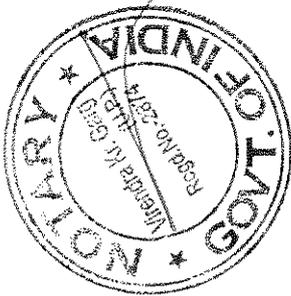


(VINEY KUMAR)
S/o. Sh. Prem Shankar
R/O. Village : Aora Bujurg
Distt.: Rai Barely (U.P.)



(MANOJ DIWEDI)
Director
M/s. Samadhan India Ltd.

254, Chandralok Colony, Aliganj
Lucknow (U.P.)



ATTESTED

Virendra Kumar Garg
Notary (Public) Reg. No. 2874
G.B. Nagar (U.P.)