



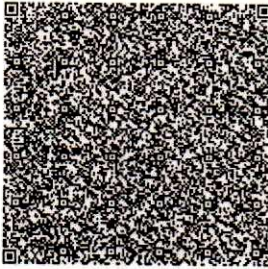
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL19904959853630N
Certificate Issued Date	: 25-Jun-2015 11:47 AM
Account Reference	: IMPACC (IV)/ dl775803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77580336884704617102N
Purchased by	: ANSAL LANDMARK TOWNSHIPS PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANSAL LANDMARK TOWNSHIPS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: ANSAL LANDMARK TOWNSHIPS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Memorandum of Understanding cum Term Sheet

This Memorandum of Understanding (MOU) cum Term sheet is made on **25th day of June' 2015** at New Delhi

For Ansal Landmark Townships (P) Ltd.

by and between

Authorised Signatory/Director

For Concept Capital Infra Projects Pvt. Ltd.

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Director

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

M/s Ansal Landmark Townships (P) Limited a company registered under the Companies Act, 1956 having its office at 11th Floor, Narain Manzil, 23 Barakhamba Road, New Delhi-110001 through its authorized signatory Mr. Aman Arora S/o. Mr. Harish Kumar R/o H. No. 1171, Ward no. 5, Near Shori Cloth Market, Perji Mohalla, Rohtak, Haryana - 124001, authorized vide Board Resolution dated 01-05-2014 and hereinafter referred to as the **FIRST PARTY** of the One Part

AND

M/s. CONCEPT CAPITAL INFRA PROJECTS PVT. LTD., a company registered under the Companies Act, 1956 having its office at B – 131, Sector – 2, Noida, Uttar Pradesh – 201301, through its Director Mr. Suninder Singh Sandha S/o. Mr. Jasmittar Singh Sandha authorized vide Board Resolution dated 11-06-2015, hereinafter referred to as the **SECOND PARTY** of the Other Part.

Now this MOU cum Term Sheet is understood and witnesseth as follows:

Name of the Party: **M/s. CONCEPT CAPITAL INFRA PROJECTS PVT. LTD.**

Ref:- **M/s Prosperria Real Estate Company**

Proposed Product: **Commercial F.S.I. at CC1, Sushant Aquapolis, Doondahera, Ghaziabad**

F.S.I Area = **13856.79 Sq.mt.**
1,49,154.49 sq.ft.

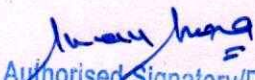
Basic Rate = **As in the table below:**

Sl. No.	Property Type	FSI Area (In sq. ft.)	Basic Cost @ Rs. 3500 per sq. ft.	Total Value @ Rs. 3500 per sq.ft. (In Rs.)
1	Commercial FSI	1,49,154.49	52,20,40,715.00	52,20,40,715.00

Explanation- The FSI area shall depend on the actual maximum FSI as permitted as per Ghaziabad Development Authority Building Bye Laws and the same may marginally vary. In such case the rates will be applicable as per actual maximum FSI sanctioned by Ghaziabad Development Authority.

The FSI area is expected to increase as per the new bye-laws issued by the Controlling Authority or due to additional compensatory / purchasable FAR made available by the Government as the case may be. The Second Party shall accept the area which shall be got approved by the First Party.

For Ansal Landmark Townships (P) Ltd.


Authorised Signatory/Director

For Concept Capital Infra Projects Pvt. Ltd.


Director

Payment Schedule:

The total payment of Rs. 52,20,40,715/- for total FAR of 1,49,154.49 Sq. Ft. of the commercial Space @ Rs. 3500/- per Sq. Ft. shall be paid in two Parts ie. Payment Plan 1 (PP1) and Payment Plan 2 (PP2)

S. No.	Due Date	Amount of PP 1 (Rs.)	Amount of PP 2 (Rs.)	Total Amount (Rs.)	Comments/ Condition of Payment
1	15-06-2015	2100000	0	2100000	Token amount
2	25-06-2015	32702716	0	32702716	10% -Token Amount at the time of MOU
3	25-07-2015	17401358	0	17401358	Subject to start of Covering of NALA
4	25-08-2015	17401358	0	17401358	Subject to Progress of Covering of NALA
5	25-09-2015	17401358	0	17401358	Subject to Completion of Covering of NALA
6	25-12-2015	43503394	17401356	60904750	Subject to Sanction plan of 49,718.16 Sq. Ft. FAR in PP2
7	25-03-2016	43503394	26102034	69605428	
8	25-06-2016	43503395	26102034	69605429	
9	25-09-2016	43503394	26102034	69605428	
10	25-12-2016	43503394	26102034	69605428	
11	25-03-2017	43503394	26102034	69605428	
12	25-06-2017	0	26102034	26102034	
Total		348027155	174013560	522040715	

NOTE: IN case The Completion of covering of Nala Delays from 25-09-2015, Instalment No. 6 to 12 OTHER TERMS: will be postponed by the same period of time of Delay in covering of Nala.

- 1) Permission for commencement of Sale & Marketing and Permission for construction and provisional possession of the land allotted for said building block shall be given on payment of 10% of the Basic Cost as shown in the Payment Plan 1 (PP1). No marketing activities shall be allowed before permission for commencement of Sales & Marketing or Offer of possession by the first party.
- 2) First party will execute the Sale deed of the above mentioned FSI in favour of Second Party within 30 days from date of full and final payment as mentioned in this MOU.
- 3) Any future tax/ cess/ GDA charges (EDC/ CDC etc.) for the said FSI area will be borne (in full or proportion as the case may be) by the second party after the execution of this MOU.
- 4) The Second Party Shall be entitled for possession of the land / permission for commencement of sales & marketing only after the payment of 10% of the Basic Cost as shown in the Payment Plan 1 (PP1) is made and before making this payment of 10%, Second party cannot question about the lack of development or any other factor related to land and approvals.
- 5) Direct Access to the Plot (on which the FSI is sold) from the road connecting NH-24 to Greater Noida will be provided by the first party. In order to provide the access, the NALA in between the road and the said plot needs to be covered for a part (2 parts of 40 meters each) for providing a proper approach to the said plot and the same shall be covered by first party.
- 6) In case of Non completion of Covering of Nala within 150 days from the date of execution of MOU, first party will be liable to refund the amount of money paid by the second party along with interest @12% per annum.
- 7) List of the investors (who have already booked and paid for the Commercial Space in the "Ansal Plaza - Ghaziabad" project of the First Party) will be provide to the second party. Second party will offer a unit to the

investors and in case any investor is willing to shift his/ her booking in the commercial project of second party then second party will deduct the same amount as paid by the Investor from Installment No. 3,4 & 5 of the Payment Schedule Shown above. Second party will Deposit all the Original Documents of the Investor along with Covering letter stating the amount deducted from the due installment and first party will issue a NOC thereafter.

- 8) The Basement / Stilt if in the approved plan of blocks purchased will be constructed by the Second Party at his cost and will be owned / retained by them. However, this is not part of FSI Area. The parking area in the basement / Stilt shall be sold by the second party itself.
- 9) The building will be planned and designed by the second party as per by-laws and submission plan shall be provided to First Party **within 45 Days from the date of Signing of MOU** which will be submitted to Development Authority and got approved by First Party within 60 days thereafter. First party will pay the cost of revision of the building plans.
- 10) The fire and other clearance for the building including the completion certificate will be obtained by the second party only at its own cost and expense and in case the second party requires, First Party will help them in procuring the same but the cost incurred will be borne by the second party only.
- 11) The power connection from the nearest operational sub-station will be taken by the Second Party on its own cost and the First Party shall facilitate. The expenses incurred in conductors, transformers, meters, panels and all the connected equipments including the laying of cables etc. shall be borne / reimbursed by the Second Party itself.
- 12) The Second party will take the water connection on the payment basis from the First Party or its nominated agency.
- 13) Township maintenance charges as per Integrated Township policy admissible to all other allottees will also be paid by the second party to the First Party or any Agency / Company nominated by the First Party at the rate decided by mutual understanding of first and second Party. The Second Party shall incorporate a clause of maintenance in its agreements with its allottees / buyers etc. stating that the such allottee / buyer of the unit unconditionally agrees and undertakes to pay necessary township maintenance charges from the date when possession is offered to him / her / them, as determined with mutual understanding of first and second Party or its nominees towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc. and for maintenance various value added services. Second Party will collect from the allottee / buyer of the unit and shall deposit with the First Party a sum as decided by mutual understanding by way of interest free security (proportion relevant for the maintenance of Township only). The amount will be payable by the allottee / buyer of the unit and will be paid at the time of offering possession or sale deed is executed, whichever is earlier. However, the Township maintenance charges shall become payable from the date of offer of possession.
- 14) The buildable area, i.e the FSI area calculations as mentioned above, is based on the FAR permissible and purchasable within the limits as per the bye-laws. The final area calculated as per the Sanctioned Drawings shall be binding and acceptable by both the parties for payment and other related issues.
- 15) The Second Party will use FAR allocated to him by the First Party for this. If at any stage; any additional FAR is allocated to the Second Party by the First Party the Second Party shall pay the increased FAR area as per the rates prescribed under these terms.
- 16) The Second Party shall follow the norms of Ground Coverage & FAR and elevations as defined in the approved plan.

For Ansal Landmark Townships (P) Ltd.


Authorised Signatory/Director

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For Concept Capital Infra Projects Pvt. Ltd.


Director

- 17) The Second Party will submit full details of architectural designs of the building along with submission drawings within ⁹⁰45 Days from the date of signing of this MOU failing which the Second Party shall be liable to pay delay charges calculated @ Rs. 10/- per sq.ft. per month for the period of delay. The First Party shall also revert with its comments / observations within 15 days from the date of submission of plans to it by the Second Party. The submission drawings for approval of the building will be submitted in the Ghaziabad Development Authority by the First party after being satisfied about it being in conformity with the rules and terms and conditions of this agreement. The First party will get the plans approved expeditiously on its own cost.
- 18) Before finalizing the building plans / elevation for submission to Ghaziabad Development Authority, Second Party shall get the same vetted by the Architect wing of Ansal API and before commencement of work the Second Party shall submit a copy of his structural designs duly vetted by any of the I.I.T's of the country.
- 19) Second Party also agrees to comply with all the conditions as will be applicable as standard terms applicable to an allottee under the Integrated Township Policy and also agrees to comply with the conditions as laid down by the Central and State Government from time to time.
- 20) The total Payment Period is as per the above mentioned payment schedule. Timely payment of installments as per the schedule mentioned hereinabove is the essence of this agreement. In case the Second Party fails, defaults or neglects payment of any installment, it shall be liable to pay interest calculated @ 12% per annum. The discretion of condoning the delay in installments shall be solely of First Party. The First Party at its sole discretion may cancel the deal in case of nonpayment of two continuous installments as explained in payment plan 1 & payment plan 2 and forfeit Rs. 1,75,00,000/= or 10% of the total Paid amount whichever is higher.
- 21) External Development shall be carried out by First Party till the boundary of the plot as per the approved layout plan of the Sushant Aquapolis complex of the township but other charges as may be payable under the Integrated Township policy and norms/ regulations to the Govt. shall be paid by the Second Party or his assignee or allottee on full or pro rata basis as the case may be.
- 22) Second Party will complete the Building within **36 months** from the date of sanctioning of the plans from the Ghaziabad Development Authority or from the date of handing over vacant physical possession by the First Party to the Second Party whichever is later failing which Second Party shall pay delay charges as mutually decided between the parties.
- 23) After the township is handed over to local body or even if before it whenever any fresh tax/ cess/ or development charge is imposed the same shall be payable by the First Party on full or pro rata basis as the case may be.
- 24) The draft of buyer agreements / lease deed documents between the second party and its allottees / lessees will be got approved by the first party before it is formally signed and executed. As the first party will remain the land owner till the date of execution of the sale deed, first party will sign the buyer agreements / lease deed documents as a confirming party only up to the extent of ownership of the Land. Second party will keep this clause in the buyer agreements / lease deed documents.
- 25) All the costs towards construction and development of the complex / building shall be incurred by the Second Party and it shall be solely responsible for the completion certificate from the concerned authorities.
- 26) All services to be laid within the plot and building shall be in the scope of responsibility of Second Party.
- 27) Second Party will have to pay for all services connection of his building to trunk services of the Township as per demand raised by First Party and connections shall be provided only after making full payment against demand raised by First Party.
- 28) First Party will facilitate power connection for Second Party on their cost for construction purposes.

For Ansal Landmark Townships (P) Ltd.

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[Signature]
Authorised Signatory/Director

For Concept Capital Infra Projects Pvt. Ltd.

[Signature]
Director

- 29) In case of withdrawal from the deal and cancellation of the FSI offered to Second Party, an amount of Rs. 1,75,00,000/= or 10% of the total Paid amount whichever is higher is earnest money shall be forfeited by First Party.
- 30) Second Party will take all necessary approvals from all concerned departments and will keep First Party indemnified of all responsibilities as laid down in the statute.
- 31) Second Party will be indemnified by the first party in case the Land/ FAR is cancelled by the government or any other party due to any reasons attributable to First Party.
- 32) First transfer of the FSI is not chargeable. Any change in the shareholding pattern of the company is not chargeable at any time during the period of this MOU, as long as the first party remains major share holder. In case of any such event second party will inform first party in writing.
- 33) Second Party shall be required to submit the following certificates at proper stage to our Project Department on the site to their satisfaction on the formats as enclosed:-
- a. Certificate for Structural Design Sufficiency (Format -A1).
 - b. Certificate for Supervision of workmanship and raw material used (Format -A2).
 - c. Certificate for execution of work as per structural safety requirements (Format -A3).
 - d. Certificate for completion of construction work as per BIS Codes (Format -A4).

If any modified or additional certificates are required at any stage by the Govt. authorities and / or by the First Party, shall be provided by the Second Party.

The Power and Service connection to the building of FSI Purchasers / Developers (Second Party) will be allowed only after getting these certificates signed in the prescribed formats provided at the time of taking provisional possession for construction or as prescribed by the Project Deptt from time to time.

Dispute resolution: Any issue arising between the parties whether covered under the terms and conditions of this MoU or outside will be mutually discussed and resolved for smooth conduct of business and completion of the project failing which the matter shall be referred to a sole arbitrator for arbitration proceedings and dispute resolution under the provisions of Arbitration and conciliation Act 1996. The arbitration proceedings shall be conducted by a sole arbitrator who shall be appointed by the First Party and the Second Party mutually. Decision of such sole arbitrator shall be acceptable and binding on both the parties. The venue of arbitration shall be New Delhi as both the parties have their registered office at New Delhi.

For Ansal Landmark Townships (P) Ltd.

For Ansal Landmark Townships (P) Ltd.

Authorised Signatory

Authorised Signatory/Director

Witness

For Concept Capital Infra Projects (P) Ltd.

For Concept Capital Infra Projects Pvt. Ltd.

Authorised Signatory

Director

Witness

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