



हरियाणा HARYANA



AGREEMENT

This Agreement is executed at Karnal on this 1<sup>st</sup> day of March 2013

Between

1. Naurang Investment & Financial Services Pvt. Ltd. (hereinafter Naurang), having its registered office at 1202 C, Antariksh Bhawan, 22, K.G. Marg, New Delhi-110001, through its Director/Authorised representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).
2. Sampark Hotels Pvt. Ltd. (hereinafter Sampark), having its registered office at 1110, Ansal Bhawan, K.G. Marg, New Delhi-110001, through its Director/Authorised representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).

For ANSAL HOUSING & CONSTRUCTION LTD.

*Sanjiv*

*Name*  
*Sanjiv*  
Authorised Signatory

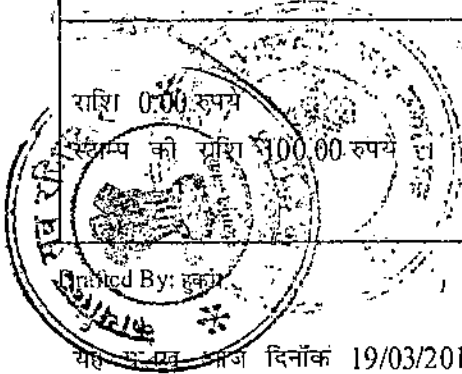
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Ans गैरिंग उन्वेटर सेट इ मइनेगल हउस  
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महल गैरिंग मइनेगल

प्रलेख नः 11116

दिनांक 19/03/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील करनाल	गांव/शहर करनाल
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये स्टाम्प की राशि 100.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये रजिस्ट्रेशन फीस की राशि 0.00 रुपये पेस्टिंग शुल्क 3.00 रुपये



Service Charge: 100.00 रुपये

यह सचिव आज दिनांक 19/03/2013 दिन मंगलवार समय 11:58:00AM बजे श्री/श्रीमती/कुमारी Naurang Invest. & Fin. Service thru संजीव ए.एस(OTHER), सम्पक होटल थ्रु संजीव AS(OTHER), सन्तुल्य दर्शन कन्स्ट्रक्शन कम्पनी थ्रु संजीव ए.एस(OTHER), अमरनाथ प्रो0 प्रो0 लि0 थ्रु संजीव AS(OTHER), अरीजो डि0 प्रो0 लि0 थ्रु (OTHER), वृद्धि प्रो0 लि0 थ्रु (OTHER), स्फंयर प्रो0 लि0 थ्रु (OTHER), ऐरो प्रोपर्टी थ्रु (OTHER), अरीना कन्स्ट्रक्शन थ्रु (OTHER) उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी निर्मल चन्द दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

हस्ताक्षर प्रस्तुतकर्ता  
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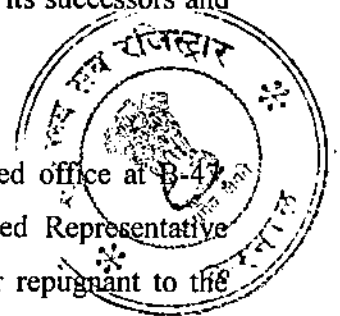
उप/संयुक्त पंजीयन अधिकारी  
करनाल

श्री Naurang Invest. & Fin. Service thru संजीव ए.एस(OTHER), सम्पक होटल थ्रु संजीव AS(OTHER), सन्तुल्य दर्शन कन्स्ट्रक्शन कम्पनी थ्रु संजीव ए.एस(OTHER), अमरनाथ प्रो0 प्रो0 लि0 थ्रु संजीव AS(OTHER), अरीजो डि0 प्रो0 लि0 थ्रु (OTHER), वृद्धि प्रो0 लि0 थ्रु (OTHER), स्फंयर प्रो0 लि0 थ्रु (OTHER), ऐरो प्रोपर्टी थ्रु (OTHER), अरीना कन्स्ट्रक्शन थ्रु (OTHER) उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी निर्मल चन्द दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी राजपाल नम्वरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी रावर व श्री/श्रीमती/कुमारी संजय पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी बलजीत सिंह निवासी करनाल ने की। साक्षी नः 1 को हम नम्वरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 19/03/2013

उप/संयुक्त पंजीयन अधिकारी  
करनाल

3. Shatrunjay Darshan Construction Co. Pvt. Ltd. (hereinafter Shatrunjay), having its registered office at 303, Abhay Steel House, Baroda Street, Carnac Bunder, Mumbai, through its Director/Authorised Representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns)..
4. Amarnath Properties Pvt. Ltd. , (hereinafter Amarnath) having its registered office at F-1, Dhawandeep, 6, Jantar Mantar Road, New Delhi-110001, through its Director/Authorised Representative Shri Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).
5. Arezzo Developers Pvt. Ltd. (hereinafter Arezzo) having its registered office at B-47, Connaught Place, New Delhi-110001, through its Director/Authorised Representative Shri Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).
6. Vriddhi Properties Pvt. Ltd. (hereinafter Vriddhi) having its registered office at B-47, Connaught Place, New Delhi-110001, through its Director/Authorised Representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).
7. Sphere Properties Pvt. Ltd. (hereinafter Sphere) having its registered office at B-47, Connaught Place, New Delhi-110001, through its Director/Authorised Representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).
8. Aerie Properties Pvt. Ltd. (hereinafter Aerie) having its registered office at B-47, Connaught Place, New Delhi-110 001, through its Director/Authorised Representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).



*Sanjiv*

For ANSAL HOUSING & CONSTRUCTION LTD.

*Sanjiv*  
Authorised Signatory

Reg. No.

Reg. Year

Book No.

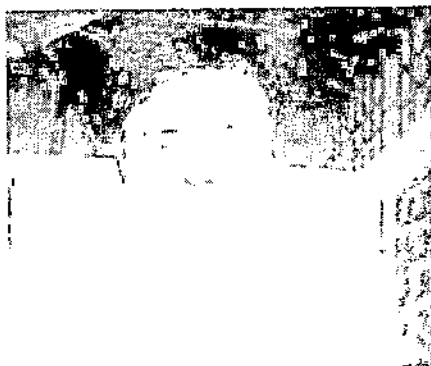
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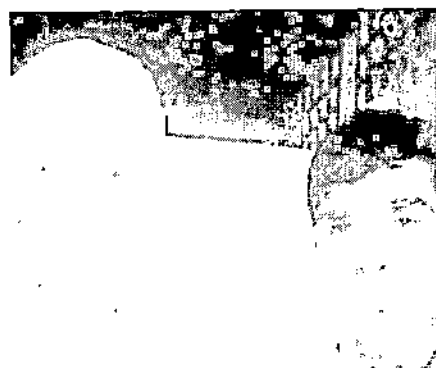
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पेशकर्ता



दावेदार



गवाह



9. Arena Constructions Pvt. Ltd. (hereinafter Arena) having its registered office at B-47, Connaught Place, New Delhi- 110001, through its Director/Authorised Representative Sh. Sanjiv Malhotra (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns)

And

10. Ansal Housing & Construction Ltd. (hereinafter AHCL), a company incorporated under the Companies Act, 1956, and having its registered office at 15-UGF, Indraprakash, 21, Barakhamba Road, New Delhi-110001, through its Director/Authorised Representative Shri Nirmal Chand (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns).

Whereas the said Naurang, Sampark, Shtrunjay, Amarnath, Arezzo, Vriddhi, Sphere, Aerie and Arena (hereinafter referred to as the "OWNERS") are the owners of separate pieces and parcels of land falling in Kasba Karnal, Tehsil and District Karnal, Haryana and as detailed in Annexure-1, enclosed herewith.

Whereas by way of different Agreements dated 23.03.2006 and 01.05.2006 the Owners had separately entered into joint development agreement with the said AHCL, the Developer herein offered their respective lands for joint development by the said AHCL.

Whereas the said AHCL is already in the process of development of certain portions of land offered by the said Owners and some of the portions of land offered by the Owners are still to be taken for development by AHCL after obtaining necessary licence from the office of Director General Town & Country Planning, Chandigarh, Govt. of Haryana. The land which is yet to be developed by AHCL is shown in Annexure-A enclosed (hereinafter referred to as "Said Land")

And Whereas for the purpose of obtaining licence, it has now become necessary to get the Agreement registered and, therefore, the parties hereto have now entered into this Collaboration Agreement for the purpose of registration and on the broad terms & conditions of the Collaboration Agreement are given hereunder.

For ANSAL HOUSING & CONSTRUCTION LTD.

  
Authorised Signatory



Reg. No.



Reg. Year

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गवाह	राजपाल नमबरदार Rajpal	
गवाह	संजय Sanjay	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11,116 आज दिनांक 19/03/2013 को बही न: 1 जिल्द न: 587 के पृष्ठ न: 165 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 11,337 के पृष्ठ सख्या 59 से 61 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 19/03/2013

उप/सर्वोक्त पंजीयन अधिकारी  
करनाल

Now therefore this Agreement witnesseth as under:

## ARTICLE 1

### DEFINITIONS

In this Agreement:

- (a) the Article headings and numberings are for convenience only and shall be ignored in the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) references to any agreements or Applicable Law include any amendment or replacement thereof; in whole or in part;
- (d) references to Articles and Annexes are, unless the context otherwise requires, references to Articles and Annexes of this Agreement; and
- (e) terms defined in this Article shall have the meaning ascribed herein when used in capitalized form elsewhere in this Agreement.

**"Act"** shall mean Companies Act, 1956

**"Agreement"** means this Collaboration Agreement and includes all modifications, alternations, additions or deletions thereto made or entered into in writing after the date of execution hereof.

**"Applicable Law"** means all statutory and un-codified laws, rules, regulations, delegated legislation, ordinance, judicial pronouncements, decrees and orders of courts to which either Party are subject by virtue of their being citizens of this country or by reason of the performance of their respective obligations or the enjoyment of their rights in accordance hereunder.

**"Approval"** means all permissions, consents, sanctions, approvals, validation, confirmation, licenses and authorization whether obtained and / or required to be obtained under Applicable Laws for development of residential colony on the Land comprised of various residential and commercial plots.

**"DGTCP"** shall mean Director General Town & Country Planning, Haryana  
FOR ANSAL HOUSING & CONSTRUCTION LTD.

*[Signature]*

*[Signature]*  
Authorised Signatory

Reg. No.

Reg. Year

Book No.

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पेशकर्ता

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निर्मल चन्द



*Nirmal*



**"Force Majeure"** shall mean any event or combination of events or circumstances beyond the reasonable control of either Party which cannot by the exercise of reasonable diligence be prevented or caused to be prevented, cannot despite the adoption of reasonable precaution and/or alternative measures be prevented and which materially and adversely affect such Party's performance of its duties or obligations or enjoyment of its rights under this Agreement and includes:

- (a) acts of God including but not limited to fire, draught, flood, earthquake, epidemics and other natural disasters;
- (b) explosions, accidents, air crashes and shipwrecks;
- (c) blockades, embargoes, and sabotage;
- (d) strikes, work-to-rules or similar labor difficulties not attributable to any unfair policies of any Party; and
- (e) change in the policies of the Government
- (f) the promulgation of or restrictions placed under onerous Applicable Law;
- (g) any event or circumstances analogous to the foregoing.

*Provided that* insufficiency of funds shall not constitute an event of Force Majeure.

**"Government"** shall mean the Government of State of Haryana.

**"HUDA"** shall mean Haryana Urban Development Authority.

**"Land"** shall mean land situated in the revenue estate of Village Kasba Karnal, Tehsil and District Karnal, Haryana, owned by the Owners. Complete details of the land are detailed in **"Annexure A"** attached with this Agreement.

**"Notice"** means a written communication by one Party to the other Party pursuant hereunder forwarded for delivery by prepaid courier or registered post and confirmed by facsimile at the following addresses and such as may be amended from time to time by Notice:

In the case of Owners

Notice to be sent to:      Ansal Landmark Townships Pvt. Ltd.,  
B-47, Connaught Place, New Delhi-110001.

In the case of Developers

Notice to be sent to:      Ansal Housing & Construction Ltd.  
15-UGF Indraprakash, 21 Barakhamba Road,  
New Delhi-110001



For ANSAL HOUSING & CONSTRUCTION LTD.

*[Signature]*  
Authorised Signatory

*[Signature]*

Unless otherwise proved by competent evidence under Applicable Laws, all Notices shall be deemed to have been delivered one week after the date of their posting by courier or registered post, or twenty four hours after they are transmitted through facsimile, whichever is later.

"Party" means either Owners or Developers as applicable.

"Parties" means collectively Owners and Developers.



## Article 2

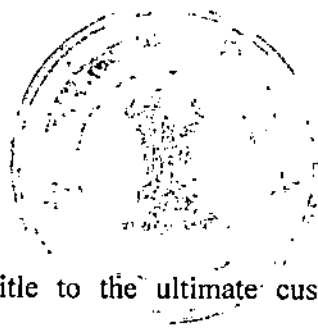
### Obligations of Parties

- 2.1 That it is agreed between the Parties that the said land as detailed in the Annexure A annexed hereto shall be developed by the Developers at their own cost, expense and funds.
- 2.2 That the Developers shall endeavor to obtain the said Licence from the D.T.C.P. Government of Haryana within a period of 12 (Twelve) months from the date of this Agreement or within such extended period as may be mutually agreed between the Parties in writing.
- 2.3 That the Owners undertake to execute any further document or paper or Memorandum of Understanding or Power of Attorney, as may be required, in favour of the Developers or any of their Officers or Employees to enable them to obtain various sanctions, approvals, No Objection Certificates, or sale of developed area falling to the allocation of the Developers, and fulfill their commitments and obligations and purposes of this Agreement.
- 2.4 It is further agreed that in all matters concerning this Agreement, the Developers will deal only with Ansal Landmark Townships Pvt. Ltd. and the decision of Ansal Landmark Townships Pvt. Ltd. would be final and binding on other owners and that the other owners will not raise any dispute with regard to any decisions taken by Ansal Landmark Townships Pvt. Ltd. which could adversely affect the development of the proposed township or conveyance of the said Land in favour of ultimate customers/ the Developers or their nominees.
- 2.5 That since the Developers and their nominees have agreed to enter into development agreement with the Owners granting the Owners right in respect of certain lands owned by the Developers or their nominees under separate development agreements, it has been agreed between the parties hereto that both parties shall cooperate and coordinate with each other in layout planning as may be necessary in order to give proper effect to the issues of right of passage agreed upon between the Parties.
- 2.6 That the Developers shall provide to the Owners/the residential developments undertaken by the Owners free passage to the proposed Sector and Bye-Pass Road passing through the area being developed by the Developers in terms of this Agreement. Both the Developers and the Owners shall have complete right to use existing and proposed Govt. controlled roads falling in the land owned by the Parties to this Agreement.
- 2.7 That each Party shall have the right to seek specific performance of this Agreement.
- 2.8 That the Owners undertake to remove any deficiency affecting the title of the said Land so that the Developers can without any hindrance, obstruction or adverse implications, develop

*Signature*

For ANSAL HOUSING & CONSTRUCTION LTD.

*Nirma*  
Authorised Signatory



- the said Land and convey title to the ultimate customers/buyers or nominees of the Developers.
- 2.9 That the Developers undertake to develop the said land at their own cost and expenses and with their own resources after procuring/obtaining the requisite Licences, permissions, sanctions and approvals of all competent authorities and thereafter to develop the said land into a residential colony. The Owners agree in accordance with the terms and conditions herein recorded to place at the complete disposal of the Developers the said land and to irrevocably vest in the Developers all the authority of the Owners as may be necessary in the discretion of the Developers for obtaining the requisite Licences/permissions, sanctions and approvals for development, construction and completion of the proposed residential colony on the said Land.
- 2.10 That the Developers will apply for change of land use and Licence for the proposed residential project after signing of this Agreement at their own cost and expenses. No liability will be passed to the Owners for any expenses incurred in this regard. In case of any amount/fees deposited with the Government/any other authorities is refunded to the Owners, the same will be returned by the Owners to the Developers within 30 (thirty) days of receipt of the same. It is agreed that if the Owners are not in a position to refund the said amount the Developers shall be entitled to adjust the same by taking over a part of the developed residential plots of the Owners' Allocation.
- 2.11 That the Owners have agreed and delivered the actual physical peaceful vacant possession of the said Land to the Developers at the time of signing of this Agreement.
- 2.12 That the Owners agree with the Developers that they shall supply and provide all the documentary evidence as may be required to be submitted to the D.G.T.C.P. Government of Haryana and/or such other authorities concerned with the matter and further that the Owners shall also within a week of receipt of any request from the Developers, sign and execute such other documents, letters etc., as may be necessary for the development, construction and completion of the said residential colony and for giving effect to the terms of this agreement.
- 2.13 That the Owners undertake to execute irrevocable Power of Attorney(s) instituting the Developers as their attorney for submitting application to the various authorities, requisitions, licenses, submissions, approvals, sanctions, and all others records statutorily to be done and to be performed in connection with the development of the said residential colony, to deposit requisite statutory fees and levies, to seek and receive refunds thereof, and for the sale of the Developers' Allocation in the said residential colony and for all purposes to be mentioned in the said Power of Attorney(s) and such Power of Attorney(s) shall remain in full force and irrevocable till the duration and full implementation of this Agreement in all respects.
- 2.14 That the Developers shall have all rights and authority to accept bookings for the allotment and sale of areas falling to the Developers' Allocation and to receive the booking/sale considerations from the prospective purchasers and to do any acts required for completion of transfer of title to such customers.
- 2.15 That the Owners shall not interfere with or obstruct in any manner the execution and completion of the work of development and/or booking and sale of the Developers' share in the said residential colony.

For ANSAL HOUSING & CONSTRUCTION LTD.

*[Handwritten signature]*

*[Handwritten signature]*  
Authorised Signatory

- 2.16 That if any accident/incident occurs at site during the development of the said Land, the Developer shall be responsible for the same and the Developer shall meet all claims/expenses in connection thereto and shall keep the Owners indemnified and harmless against the same.
- 2.17 That if any recovery notice is issued or demand is raised by any department/authority the same shall be borne by the Developer and the Developers shall meet all expenses in connection thereto and shall keep the Owners indemnified and harmless against the same.
- 2.18 That the Parties hereto shall be liable in respect of income tax and other financial/fiscal liabilities for their respective share in the developed area and/or proceeds thereof under this Agreement.
- 2.19 That the Developer agree to inform the Owners from time to time regarding the project status and progress of Development works.
- 2.20 The Owners shall not be responsible for the development of the said Land in any manner whatsoever and the Developer shall keep the Owners fully indemnified in this regard.

### Article 3

#### Termination

Since considerable expenditure efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed residential colony, it is the condition precedent of this Agreement that after obtaining the License/s and the required permissions from the concerned authorities for the said residential colony, the Owners or their nominees will not cancel or back-out from this Agreement under any circumstances. Similarly the Developers or their nominees will not cancel or back-out from this Agreement under any circumstances. This Agreement is irrevocable.

### Article 4

#### Covenants

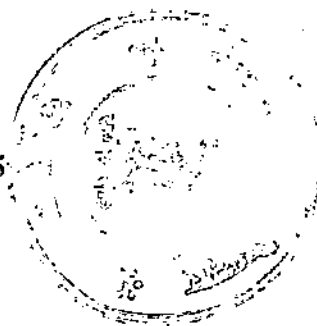
- 4.1 That the Owners further jointly and severally undertake that upon execution of this Agreement, they shall not deal with the said Land in any manner whatsoever.

For ANSAL HOUSING & CONSTRUCTION LTD.

*Signature*  
Authorized Signatory

## Article 5

### Costs



- 5.1 That all the expenses for obtaining all approvals, permissions, sanctions, License/s, No Objection Certificates etc., as required under the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 framed thereunder for development of the said Land shall be incurred by the Developer at their own cost.
- 5.2 That all expenses on development of the said Land, the construction thereon and provision of infrastructure facilities and services in relation to the said Land shall be incurred and be borne by the Developer. The Developer shall develop the said Land into a residential colony.

## Article 6

### Sharing of Profits

- 6.1 That in lieu of the said Land of the Owners developed by the Developers under the said Licence/s issued by the D.G.T.C.P. Government of Haryana, as agreed herein, the Owners shall be entitled to receive from the Developers 1300 square yards (One Thousand Three Hundred Square Yards) of developed residential plots per acre of the Land as may be included by the D.G.T.C.P. in the said Licence (hereinafter referred to as "the said developed residential plots").
- 6.2 That the allocation of the said developed residential plots will be made on an equitable basis. The Owners may swap/exchange the area allocable to the Owners under these presents with area the Owners are liable to give to the Developer in the residential colony being developed by the Owners/ their nominees in the adjoining areas.
- 6.3 That the Developer will allot to the Owners the said developed residential plots of the Owners' allocation within a period of 90 (ninety) days from the date/s of issuance of the Licence/s by the D.T.C.P. Government of Haryana.
- 6.4 That the said developed residential plots of the Owners' allocation, along with proportionate, undivided, indivisible and impartible ownership rights thereto, shall belong

For ANSAL HOUSING & CONSTRUCTION LTD.

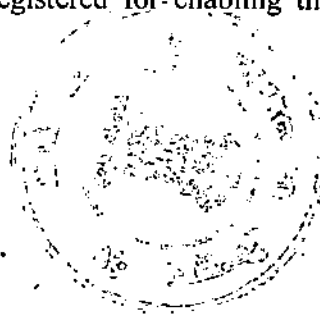
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Authorised Signatory

to and be owned by the Owners in consideration of the Owners making available and providing the said land to the Developers under this Agreement, and that the remaining developed area in the residential colony with proportionate, undivided, indivisible and impartible ownership rights shall fall to the share of the Developers in consideration of the obligations undertaken by the Developers under these presents and shall belong to and be owned by the Developers.

- 6.5 That the Parties have further agreed that the Owners and the Developers shall be entitled to retain or let out or transfer areas/built up spaces out of their respective shares as detailed hereinbefore to such person(s) as they deem fit. The Parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.
- 6.6 That this Agreement shall remain governed by the earlier agreements entered into between the parties to this agreement in respect of the Said Land and this agreement has been made solely for the purpose of getting it registered for-enabling the Developer secure License for development of the Said Land.

**ARTICLE 7**  
**FORCE MAJEURE.**



- 7.1 Subject to such specific exclusions as are set forth in the Agreement, neither Party shall be liable for any failure or delay in complying with or performing its obligations and duties under the Agreement to the extent such failure or delay is due to one or more events of Force Majeure, and/or a breach hereunder by the other Party, and the period allowed for the compliance or performance by a Party of such duties and obligations shall be extended for the duration of such event of Force Majeure and/or breach as above said.
- 7.2 The occurrence of an event of Force Majeure shall entitle the Party directly affected thereby to postpone any measure in performing its obligation under the Agreement which is prevented or rendered unreasonably burdensome, provided that the Party so affected shall use its best efforts to mitigate such event of Force Majeure and shall recommence performance hereunder with the utmost dispatch wherever such effect ceased.
- 7.3 A Party claiming the effect of an event of Force Majeure shall not be entitled to the benefit of this Article unless it expeditiously gives the other Party Notice thereof. Upon cessation of the event of Force Majeure, the Party claiming Force Majeure shall by Notice communicate such cessation.

For ANSAL HOUSING & CONSTRUCTION LTD.

*Signature*

*Signature*  
Authorised Signatory

## ARTICLE 8

### GOVERNING LAW AND ARBITRATION.

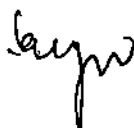
- 8.1 That any dispute or difference arising out of or in connection with the Agreement which cannot be settled amicably between the Parties shall be finally settled through Arbitration by any Arbitrator/s mutually acceptable to both the Parties.
- 8.2 The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue for arbitration shall be Delhi.
- 8.3 The terms and provisions of the Agreement shall not limit, restrict, prevent or in any way hinder either of the Parties hereto from applying for and obtaining any interim or conservatory measures through any competent court of law.
- 8.4 The Parties shall continue their respective duties with due diligence notwithstanding the fact that a dispute has been referred to Arbitration or any difference or dispute has arisen.
- 8.5 That the work of sanctioning, development and/or completion of the said residential colony and/or any other matters incidental to the Agreement shall not at any time during or after arbitration proceedings be stopped, prevented, obstructed or delayed in any manner whatsoever.
- 8.6 That this Agreement is subject to the jurisdiction of Courts at Karnal and the High Court of Punjab and Haryana in Chandigarh.

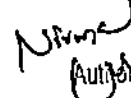
## Article 9

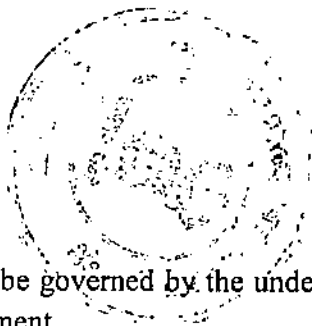
### General Provisions

- 9.1 This Agreement shall not be amended or modified in any respect except in writing executed by a duly authorized representative of each Party.
- 9.2 This Agreement has been entered into in furtherance of the understandings arrived at between the Owners and the Developers in the Memorandum of Understanding dated 7<sup>th</sup> March 2006.

For ANSAL HOUSING & CONSTRUCTION LTD.

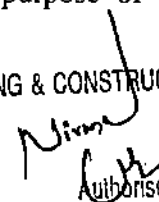


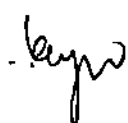
  
Authorized Signatory



- 9.3 That this Agreement will continue to be governed by the understanding arrived at in the past amongst the parties to this Agreement.
- 9.4 Except as specifically set forth herein, the rights and obligations hereunder cannot be assigned by either Party to any third party without the prior written consent of the other Party.
- 9.5 The failure of any Party to insist upon the strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.
- 9.6 Each right, power or remedy provided for herein or hereafter existing at law, by statute or otherwise, shall be cumulative and the exercise by any Party of one or more such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of or all such rights, powers and remedies.
- 9.7 If any provision of the Agreement, or the application thereof to any person or circumstances, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remainder of the Agreement, and the application of that provision to other persons or circumstances shall not be affected but, rather, shall be enforced to the extent permitted by law.
- 9.8 This Agreement is subject to provisions of various acts, rules, regulations, laws, bye laws, guidelines and instructions of various authorities concerned and in the various acts applicable in the State of Haryana in general and Karnal in particular. If due to any new legislation or direction or notification etc., or if any new terms and conditions are imposed by any authority, or which necessitates any change/addition/deletion of any term or condition contained in this Agreement, the same shall be done at the sole discretion of the Developers and the Owners hereby consent to the same.
- 9.9 Each Party hereto shall cooperate and shall take such further reasonable action and shall execute and deliver such further documents as may be reasonably requested by the other Parties hereto in order to carry out the intent and accomplish the purpose of this Agreement.

For ANSAL HOUSING & CONSTRUCTION LTD.

  
Authorized Signatory







9.10 The Parties have signed this Agreement after reading and understanding all its contents and admit that the transaction is being entered into by them voluntarily and without any outside pressure coercion and/or un-due influence.

In Witness whereof the Parties have set their respective hands on the day, month and year above mentioned.


For Naurang Investment & Financial Services Pvt. Ltd. For Ansal Housing & Construction Ltd.  
~~For Naurang Investment & Financial Services Pvt. Ltd.~~ ~~FOR ANSAL HOUSING & CONSTRUCTION LTD.~~

  
(Sanjiv Malhotra) Authorised Signatory  
Director/Authorised Representative

  
(Nirmal Chandra) Authorised Signatory  
Director/Authorised Representative

(Developers)


For Sampark Hotels Pvt. Ltd.

  
(Sanjiv Malhotra) Authorised Signatory/Director  
Director/Authorised Representative



For Shatrunjay Darshan Construction Co. Pvt. Ltd.

~~Shatrunjaya~~ Darshan Construction Co Pvt Ltd.

  
(Sanjiv Malhotra)  
Director/Authorised Representative  
Auth. Signatories/Director

For Amarnath Properties Pvt. Ltd.  
~~For Amarnath Properties Pvt. Ltd.~~

  
(Sanjiv Malhotra) Authorised Signatory  
Director/Authorised Representative

For Arezzo Developers Pvt. Ltd.  
~~For Arezzo Developers Pvt. Ltd.~~

  
(Sanjiv Malhotra) Authorised Signatory  
Director/Authorised Representative

For Vriddhi Properties Pvt. Ltd.

~~For Vriddhi Properties Pvt. Ltd.~~

(Sanjiv Malhotra)

~~Auth. Signatory~~  
Director/Authorised Representative

For Sphere Properties Pvt. Ltd.

~~For Sphere Properties Pvt. Ltd.~~

(Sanjiv Malhotra)

~~Auth. Signatory~~  
Director/Authorised Representative

For Aerie Properties Pvt. Ltd.

~~For Aerie Properties Pvt. Ltd.~~

(Sanjiv Malhotra)

~~Auth. Signatory~~  
Director/Authorised Representative

For Arena Constructions Pvt. Ltd.

~~For Arena Constructions Pvt. Ltd.~~

(Sanjiv Malhotra)

~~Auth. Signatory~~  
Director/Authorised Representative

(Owners)

Witnesses:

1. R S P

2. Sh. Sanjay Malik S/o Sh. Baljit Singh R/o Village Mahra, Distt. Sonapat

*[Signature]*

*[Signature]*

1/3/2013

ANNEXURE-A

DETAILS OF LAND UNDER COLLABORATION WITH  
ANSAL HOUSING & CONSTRUCTION LTD.

<u>S.No.</u>	<u>Sale deed No.</u>	<u>Khasra No.</u>	<u>Area</u>	<u>Area (in Acres)</u>
			<u>Bigha</u>	<u>Biswa</u>
1	<u>By Naurang Investment Financial Services Pvt. Ltd.</u>			
	149/05.04.05	12722/9596	0	9
	149/05.04.05	12444/9372		
	149/05.04.05	9370		
	149/05.04.05	9371	0	18
	149/05.04.05	12447/9372	0	3
	149/05.04.05	12432/9358	0	7
	149/05.04.05	12510/9432	0	5
	149/05.04.05	12511/9432	0	4
	149/05.04.05	12527/9436	0	4
	149/05.04.05	12434/9358	0	5
	149/05.04.05	12521/9433		
	149/05.04.05	12522/9433	0	7
	149/05.04.05	12526/9436	0	3
	149/05.04.05	12429/9356	0	0.5
	149/05.04.05	12538/9436	0	4.5
	149/05.04.05	12559/9456	0	4
	150/05.04.05	12447/9372	0	7
	150/05.04.05	12432/9358	0	12
	150/05.04.05	12510/9432	0	9
	150/05.04.05	12511/9432	0	8
	150/05.04.05	12527/9436	0	8
	150/05.04.05	12434/9358	0	12
	150/05.04.05	9368	3	10
	150/05.04.05	12437/9359	1	5
	150/05.04.05	12436/9359	0	18
	152/05.04.2005	9375	3	12
	419/11.04.2005	14226/9363/2/1		
	419/11.04.2005	14222/9348		
	419/11.04.2005	14224/9349	9	10
	151/05.04.2005	14221/9348	0	6

*[Signature]*

For ANSAL HOUSING & CONSTRUCTION LTD.

*[Signature]*

Authorised Signatory

/2/

S.No.	Sale deed No.	Khasra No.	Area		Area (in Acres)
			Bigha	Biswa	

419/11.04.2005	14223/9349
419/11.04.2005	14225/9363
419/11.04.2005	14228/9364
419/11.04.2005	14235/9376
419/11.04.2005	14237/9376
152/05.04.2005	14236/9376

0	3
1	8

17	202
27	2

i.e.

5.64

2 By Sampark Hotels Pvt. Ltd.

420/11.04.2005	12700/9585
420/11.04.2005	12499/9418

0	1
2	11

2	12
2	12

i.e.

0.54

3 By Aerie Properties Pvt. Ltd.

9003/09.11.05	8655/1
9003/09.11.05	12733/9599/1
9003/09.11.05	12734/9599/1
9003/09.11.05	12735/9599
9003/09.11.05	12736/9599
9003/09.11.05	8644
9003/09.11.05	8653M
9003/09.11.05	8654
9003/09.11.05	8655
9003/09.11.05	8653 M
9003/09.11.05	12738/9604
9003/09.11.05	12731/9599
9003/09.11.05	9603
9003/09.11.05	8643

2	8
0	7
0	3
1	16
1	9
3	4
4	15
2	17
2	2
2	4
0	10
1	0
2	2
0	10

20	107
25	7

i.e.

5.28



For ANSAL HOUSING &amp; CONSTRUCTION LTD.

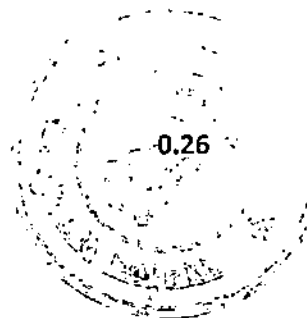

  
 Authorised Signatory

/3/

S.No.	Sale deed No.	Khasra No.	Area		Area (in Acres)
			Bigha	Biswa	

4 By Sphere Properties Pvt. Ltd.

7417/16.09.05	12733/9599/2	0	18		
7417/16.09.05	12734/9599/2	0	7		
		0	25		
	i.e.	1	5		

5 By Vridhi Properties Pvt. Ltd.

2791/19.05.05	12729/9598	2	10		
2727/18.05.05	12731/9599	1	10		
	9603	3	4		
	8643	0	15		
		6	39		
	i.e.	7	19		

1.66

6 By Amarnath Properties Pvt. Ltd.

1497/02.05.05	13513/12737/9604	1	15		
1497/02.05.05	9602M	1	16		
1497/02.05.05	13513/12737/9604	1	15		
1497/02.05.05	9602	1	8		
		4	54		
	i.e.	6	14		

1.4

7 By Shatrunjay Darshan Constructions Co. Pvt. Ltd.

423/11.04.2005	9375	10	16		
423/11.04.2005	12459/9378	5	13		
423/11.04.2005	12461/9378	1	5		
423/11.04.2005	12462/9378	3	10		
423/11.04.2005	12460/9378	3	7		
423/11.04.2005	14236/9376	4	13		
423/11.04.2005	14223/9349	0	0		
423/11.04.2005	14225/9363	0	0		
423/11.04.2005	14228/9364	0	0		
423/11.04.2005	14235/9376	0	5		
423/11.04.2005	14237/12440	0	0		
		26	69		
	i.e.	29	9		

6.14

TOTAL

20.92

For ANSAL HOUSING &amp; CONSTRUCTION LTD.

Authorised Signatory