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Minu Colu-1104 Ltd

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COLLABORATION AGREEMENT

This Collaboration Agreement is made on this 10th day of February, 2012, at New Delhi, between:

M/s Anushria Computech Pvt. Ltd., a company registered under the Companies Act 1956 having its registered office at Seth Farms, Khasra No. 41,42,44,45, Mehrauli Gurgaon Road, Ghitorni, New Delhi and corporate office at Vatika Towers, 1st Floor, Block-B, Golf Course Road, Sector-54, Gurgaon-122002 acting through its Director Sh. Ashish Seth (hereinafter referred to as the "First Party/Owner", which expression shall mean and include its assigns, attorneys and all those claiming through it)

AND

M/s Ferrous Township Private Limited (formerly known as Minu's Collections Pvt. Ltd.), a company registered under the Companies Act 1956 having its registered office at Seth Farms, Khasra No. 41,42,44,45, Mehrauli Gurgaon Road, Ghitorni, New Delhi acting through its Director Sh. Surender Seth (hereinafter referred to as the "Second Party/Developer", which expression shall mean and include its assigns, attorneys and all those claiming through it).

For ANUSHRIA COMPUTECH PRIVATE LIMITED
DIRECTOR

For Ferrous Township Pvt. Ltd.
Director

WHEREAS the First Party has represented and warranted that it is the owner of all that land admeasuring 15.7375 acres comprised in Rect. No. 21, Khasra No. 14/4, 15/2, 16, 17, 22/2, 24, 25, Rect. No. 31, Khasra No. 1, 2, 4, 7/2, 8, 10/2, 11/2, 20/2, 26, Rect. No. 32, Khasra No. 6/2, 7/1, 7/2, 15, 16min, Rect. No. 20, Khasra No. 13/1, 14/2, 15, 16, 17/1/1, 25/3, Rect. No. 21, Khasra No. 11, 20, 21 and Rect. No. 32, Khasra No. 2/2, 3/1, situate in the revenue estate of Village Mujedi, Sector 70, Faridabad, more specifically shown in colour "Red" in the plan annexed as **Annexure-I** to this Agreement (hereinafter referred to as the "Said Lands").

AND WHEREAS the First Party and Second Party have mutually agreed that they will join hands for undertaking a residential plotted development project (hereinafter referred to as the "Said Project").

AND WHEREAS the parties are conscious of the fact that the Second Party as a developer has tied up with various other land owners and is also now tying up with the First Party thus to to constitute enable a total of 100 acres required for undertaking the Said Project.

AND WHEREAS the License for development of 102.194 acres has already been obtained, the copy of which is attached with this agreement.

For ANUSHRIA COMPUTECH PRIVATE LIMITED
DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

AND WHEREAS it is further recognized and accepted that the First Party's lands would be merged with the lands already a part and /or to be a part of the Said Project and / or the consideration in return for the present Agreement by way of allotment of plots can be made on any lands irrespective of whether those lands belong to the First Party or not. The Second Party shall undertake the said project as per its own master plan.

AND WHEREAS the First Party has further represented and warranted that the said lands are free from all liens, chares, encumbrances, litigations, call options, mortgages and title thereof is fully marketable. The owner has also represented that the Owner has not reviewed any acquisition notice or any notice, proceedings, etc. which would have a material impact on this Agreement.

AND WHEREAS the parties are executing the present Agreement on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1) RECITALS AND ANNEXURES

That the recitals and annexures hereto shall form an integral part of this Agreement.

For ANUSHREA COMPUTECH PRIVATE LIMITED

DIRECTOR

For MS TOWNSHIP PVT. LTD.

2) BASIC AGREEMENT

That the parties hereto have agreed to collaborate with each other to undertake the said project whereunder the said lands would be taken over for the said project by the Second Party and the Second Party shall undertake development thereof. The said lands would be merged or would be made the part of the lands owned by others including but not limited to the Second Party itself. The First Party shall also handover a duly approved Board of Directors' Resolution to any nominee of the Second Party as directed by Second Party to undertake sales in respect of the said plots falling in its share on to the said lands of the First Party in favour of prospective purchasers. All decision in the said project shall be taken by the Second Party and the IPR rights thereof shall also belong to the Second Party. In case of any ambiguity or dispute, the present Agreement shall be interpreted in the light of this clause.

3) RIGHT TO DEVELOP

The First Party hereby gives the right to develop to the Second Party in respect of the said lands by taking over possession and merging them with other lands in the Said Project and to undertake development as maybe desired by the Second Party.

For ANUSHRIA COMPUTECH PRIVATE LIMITED

DIRECTOR

PEBROUS TOWNSHIP PVT. LTD.

DIRECTOR

4) CONSIDERATION

By way of consideration, the second party shall allot a total of 33,725.23 sq.yds. spread over the entire township though not specifically on the lands owned by the First Party. The plot-wise and size wise allotment Chart of the plot falling in the share of the First Party is annexed herewith as **Annexure-II** and shall at all times form consideration thereof. The First Party shall be free to use, sell and/or create third party and/or undertake construction then sell the same in accordance with law without any hindrance/objection from the Second party or any other person claiming through the Second Party. These plots shall at all times be considered to be fully paid up plots and no additional charges towards EDC/IDC and/or under any other name shall be payable by the First Party to the Second Party, however, if there is any enhancement of external development charges and/or the like then the same shall be payable by way of enhanced EDC/IDC and/or any tax, levy, imposed in future in respect of the said plots falling under the share of the first Party and/or the entire township, same shall be payable by the First Party, though they may recover same from the prospective Buyer. The liability of the second party shall only be to give full developed plots to the First Party who thereafter shall be liable in respect thereof. The First Party and/or its nominee shall also remain bound by the terms of the maintenance Agreement and/or plot buyers Agreement, if executed. If the First Party sells its plot to any Third Party then the Plot Buyers Agreement shall be in the standard format of the Second Party. It is

For ANUSHRIA COMPUTECH PRIVATE LIMITED
DIRECTOR

FERROUS TOWNSHIP PVT. LTD.
DIRECTOR

clarified and accepted that in case of any sale of plots and/or along with construction, then all consideration shall only be receivable by the First Party to the exclusion of the Second Party in respect of the First Party's share of plots. The Board of Director's Resolution for the sale of plots and/or developed lands shall be given by the Second Party to the First Party and/or its nominees and similarly, by the First Party to Second Party for the Second Party plots falling on the lands of the First Party.

5) POSSESSION

It is acknowledged and accepted that the possession of the said lands upon the execution of this Agreement vests with the Second Party.

6) BRANDING

That the said project shall be named Ferrous Megapolis City.

7) SALES AND MARKETING

That all sales & marketing in respect o the said project shall only be done by the Second Party and/or its nominee as per its desire.

8) DEVELOPMENT

That the development of the said project shall be undertaken by the Second Party alone and the Second Party shall have the right to take all decisions as may be decided by it in respect thereof.

For ANUSHKA COMPUTECH PRIVATE LTD.
DIRECTOR

LTD.
DIRECTOR

9) TITLE DEEDS

That the Title Deeds and ownership documents have been handed over by the First Party to the Second Party and Second Party shall have the right to utilize them in any manner as may be desired by it including for the purpose of raising loans by mortgaging the same for any purpose whatsoever.

10) MORTGAGE

That the said lands can be mortgaged by the Second Party at its sole discretion to raise monies for the development of the said project and/or for any other purposes whatsoever. If required, the First Party shall join in execution of documents however, the First Party shall not have any liability in this regard of any nature whatsoever.

11) PREVIOUS AGREEMENT

That along with the execution of this Agreement, all previous agreements, MOUs, understandings come to an end and the relation of the parties shall solely be governed by the terms of this Agreement.

Per ANUSHRIA COMPUTECH PRIVATE LTD.
DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

12) MODIFICATION

No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.

13) PRINCIPAL TO PRINCIPAL CONTRACT

The present agreement is being entered into on principal to principal basis. This agreement shall however, not be construed as partnership, joint venture or collaboration between the parties.

14) GENERAL POWER OF ATTORNEY

That First Party shall hand over the General Power of Attorney/Board of Directors Resolution in favour of the Second Party giving all rights, title and interest therein to the Second Party for the purpose of obtaining any licenses/permissions and /or undertaking development, marketing and sale of the said lands as per the decision of the Second Party.

15) STANDARD AGREEMENTS

That the Second Party shall draft the Standard Buyers Agreement which shall be applicable to the entire township.

For ANUSHKA COMPUTECH PRIVATE LIMITED

DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

16) CONTRACTS/TENDER FOR UNDERTAKING THE WORKS

The Second Party shall be free to undertake the project in any manner as may be desired by it and for that purpose undertake appointment of Town Planners Architects, contractors. The cost of development shall be borne by the Second Party at all times.

17) ACCIDENTS

In case any accident takes place at site for any reason whatsoever and or there are any Third Party claim including labour, employee, etc. same shall only be the liability of the Second Party.

18) SEVERABILITY

If any portion of this Agreement shall be declared invalid by order, decree or judgement of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

FOR ANUSHRIA COMPUTECH PRIVATE LTD.
DIRECTOR

FERROUS TOWNSHIP PVT. LTD.
DIRECTOR

19) FORCE MAJEURE

Subject to the provisions of this Agreement:

a. non-performance by either of the parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given;

b. any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed shall notify the other Party as soon as possible specifying :

   i. the cause and extent of such non-performance;

   ii. the date of commencement thereof; and

   iii. the means proposed to be adopted to remedy or abate the Force Majeure.

c. any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed-

   i) shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible (provided however that neither Party shall by virtue of this Clause, be

For ANUSHRIA COMPUTECH PRIVATE LIMITED

DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

DIRECTOR

required against the will of such Party to terminate or settle any strike, lockout or other labour dispute).

ii) shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to an extent which permits resumption of such performance; and

iii) shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

20) WAIVER

The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

For ANUSHRIA COMPUTECH PRIVATE LIMITED
DIRECTOR

FERROUS TOWNSHIP PVT. LTD.
DIRECTOR

21) NOTICE AND ADDRESSES:

The address of the parties for the purpose of any correspondences is under:

ATTN : Mr. Laxman Singh

TEL : +91-124-4625500

FAX :+91-124-4625555

2) ATTN : Mr. O. P. Sagar

TEL : +91-124-4625500

FAX : +91-124-4625555

E-MAIL : sagar.sagar637@gmail.com

Each party shall give notice under acknowledgement, to the other of any change in address as soon as possible. All communication shall be sent by Registered Post Acknowledgement Due or delivered personally with acknowledgement and will be deemed to have been received by the addressee within three working days of posting.

22) MONIES PAYABLE AT DELHI

That all monies payable under this Agreement shall be payable at Delhi.

For ANUSHRIA COMPUTECH PRIVATE LIMITED

DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

DIRECTOR

23) INDEMNIFICATION:

Each of the parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (I) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

24) IRREVOCABLE AGREEMENT

That the present Agreement shall remain irrevocable by all means.

25) ASSIGNMENT OF RIGHTS:

That neither of the parties shall be entitled to assign their rights to any Third Party without written consent of the other party.

For ANUSHKA COMPUTECH PRIVATE LTD.

DIRECTOR

PERFECTUS MANAGEMENT PVT LTD.

DIRECTOR

26) SPECIFIC PERFORMANCE

In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance of this Agreement.

27) TIME PERIOD

Time period for development shall be five years with an extension of one year subject to the force majeure condition.

28) ARBITRATION:

That in case of any dispute between the parties, same shall be referred for arbitration to a sole Arbitrator, who shall be appointed by the parties jointly. The language for arbitration shall be English and the venue shall be Delhi. The costs of arbitration shall be jointly shared by the parties.

29) JURISDICTION

That the courts at Delhi shall alone have the jurisdiction to entertain any dispute between the parties.

For ANUSHREA COMPUTECH PRIVATE LTD.

DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date month and year first above written in the presence of the following witnesses.

WITNESSES:

1)

For ANUSHRIA COMPUTECH PVT. LIMITED

FIRST PARTY

DIRECTOR

FERROUS TOWNSHIP PVT. LTD.

DIRECTOR

2)

SECOND PARTY

Plots Alloted To Anushria Computech Pvt. Ltd.

Annexure-1

PLOT SIZE-200		
S.NO.	PLOT NO.	SIZE
1	B-153	163.29
2	B-154	163.29
3	B-155	163.29
4	B-42	200.00
5	B-43	200.00
6	B-44	200.00
7	B-45	200.00
8	B-46	200.00
9	B-47	200.00
10	B-51	200.00
11	B-52	200.00
12	B-69	200.00
13	B-70	200.00
14	B-71	200.00
15	B-72	200.00
16	B-73	200.00
17	B-74	200.00
18	B-75	200.00
19	B-76	200.00
	TOTAL	3689.87

S.NO.	PLOT NO.	SIZE	
19	B-27	250.00	
20	B-28	250.00	
21	B-36	250	
22	B-37	250	
23	B-38	250	
24	B-39	250	
25	B-289	268.01	
26	B-290	268.01	
27	B-291	268.01	
28	B-292	268.01	
29	B-293	268.01	
30	B-294	268.01	
31	B-296	268.01	
32	B-303	268.01	
33	C-16	250.00	
34	C-88	250.00	c.p 10%
35	C-89	250.00	
36	C-90	250.00	
37	D-36	250.00	
	TOTAL	9406.13	

S.NO.	PLOT NO.	SIZE	
19	B-150	283.39	
20	B-151	283.39	
21	B-152	333.07	
22	B-162	327.80	24 mtr rd
23	B-163	327.80	24 mtr rd
24	B-164	327.80	24 mtr rd
25	B-165	327.80	24 mtr rd
26	B-166	327.80	24 mtr rd
27	B-167	327.80	24 mtr rd
28	B-260	349.78	
29	B-261	291.94	
30	B-262	291.94	
31	B-263	291.94	
32	B-264	291.94	
33	B-265	291.94	
34	B-266	291.94	
35	B-267	291.94	
36	C-10	299.98	24 mtr rd
37	C-8	299.98	24 mtr rd
38	C-9	299.98	24 mtr rd
	TOTAL	11500.78	

PLOT SIZE-250		
S.NO.	PLOT NO.	SIZE
1	A-112	262.05
2	A-115	250.00
3	A-127	250.00
4	A-132	250.00
5	A-134	250.00
6	A-135	250.00
7	A-136	250.00
8	A-68	250.00
9	A-69	250.00
10	B-17	250.00
11	B-18	250.00
12	B-19	250.00
13	B-21	250.00
14	B-22	250.00
15	B-23	250.00
16	B-24	250.00
17	B-25	250.00
18	B-26	250.00

PLOT SIZE-300			
S.NO.	PLOT NO.	SIZE	
1	A-120	299.98	c.p 10%
2	A-20	290.94	45 mtr rd
3	A-38	299.98	24 mtr & c.p
4	A-55	299.98	c.p 10%
5	B-120	299.98	24 mtr rd
6	B-121	299.98	24 mtr rd
7	B-122	299.98	24 mtr rd
8	B-123	299.98	24 mtr rd
9	B-124	299.98	24 mtr rd
10	B-125	299.98	24 mtr rd
11	B-126	299.98	24 mtr rd
12	B-127	299.98	24 mtr rd
13	B-128	299.98	24 mtr rd
14	B-129	299.98	24 mtr rd
15	B-130	299.98	24 mtr rd
16	B-147	283.39	
17	B-148	283.39	
18	B-149	283.39	

PLOT SIZE-400			
S.NO.	PLOT NO.	SIZE	
1	A-4	389.02	45 mtr 2 side
2	B-206	443.89	c.p 10%
3	B-207	443.89	c.p 10%
4	B-259	356.78	
5	C-12	375.11	24 mtr rd
	TOTAL	2008.69	

PLOT SIZE-500			
S.NO.	PLOT NO.	SIZE	
1	A-26	464.72	45 mtr rd
2	B-268	555.79	c.p 10%
3	B-275	453.32	
	TOTAL	1473.83	

PLOT SIZE-750-1000			
S.NO.	PLOT NO.	SIZE	
1	B-156	968.00	24 mtr rd
2	B-157	968.00	24 mtr rd
3	B-158	968.00	24 mtr rd
4	B-312	868.78	45 mtr rd
5	B-313	914.53	45 mtr rd
6	B-314	958.62	45 mtr rd
	TOTAL	5645.93	

For ANUSHRIA COMPUTECH PRIVATE LIMITED

DIRECTOR

FERRO TOWNSHIP PVT. LTD.

DIRECTOR