



दिल्ली DELHI

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COLLABORATION AGREEMENT

This Agreement is executed on this 20th Day of April 2012 by and between the following described parties:

GLOBAL INDIA INFRA PROMOTERS PVT. LTD., a company incorporated under the Companies Act, 1956. (No. 1 of 1956) and having registered office at Laxmanpuri, Bhoor, Bulandshahr, U.P., through its Director Mr. Abid Ali who has been authorized by board resolution dated 11/02/2012 to execute this agreement on behalf of the company represented (hereinafter referred to as "THE OWNER" or FIRST PARTY, which term shall mean and include their heirs, legal representative, successors, administrator and assignees) of the First Part,

AND

M/s KUMAR LINKERS INFRASTRUCTURE LTD., a company incorporated under the Companies Act, 1956. (No. 1 of 1956) and having its Registered office at 7, IP Building, UGF-2&3, E-109, Pandav Nagar, NH-24, Delhi-110092, through its Director Mr. Narinder Kumar who has been authorized by board resolution dated 10/02/2012 to execute this agreement on behalf of the company (hereinafter referred to as "THE PROMOTER" or the "SECOND PARTY" which term shall mean and include its successor, transferees, administrator and assignees) of the Second Part.

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For Kumar Linkers Infrastructure Ltd.

For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED

(DIRECTOR)


Director

Whereas the Plot No. K-I, part of khasra Nos. 923, 921, 910, located on undivided and impart able total land of GH Plot No.6, "Crossings Republik", Ghaziabad, U.P. hereinafter described, forms the part of the land acquired by the owners (First Party) through sale deed executed in the office of sub registrar-1, Ghaziabad on dated 06/11/2008 and entered/registered in book No. 1, Zild No. 7635 from page 1 to 148 on Serial No.6028, by The Sub Registrar-1, Ghaziabad, U.P.

Total Plot Area

2850 Sq. Meters

Detail of Residential Plot:-

TOWARDS NORTH	: Block No. P1/P2, Part of Group Housing Plot No 6
TOWARDS SOUTH	: 12 Mtr. Road
TOWARD EAST	: Block No. L-1, Part of Group Housing Plot No 6
TOWARD WEST	: Block No. J-1, Part of Group Housing Plot No 6

AND whereas the owner was desirous to facilitate development of Residential Housing Project, which is an integrated, self contained development of International Standard that would refer to high quality, ready to use residential flats to ensure high quality of life. The said plot has to be developed into a Residential Apartment Complex, and the owners of this deed have acquired such land through sale deed executed by the vendor, Crossings Republik Ghaziabad Development Authority, (GDA) on date 06/11/2008 and entered/registered in book No. 1, Zild No. 7635 from page 1 to 148 on Serial No. 6028, executed in the office of Sub Registrar-1, Ghaziabad.

AND WHEREAS the Owners are the absolute owner and in possession of free hold land measuring area 2850 Sq. Mtrs, situate at Plot No. K-I, part of khasra Nos. 923, 921, 910, located on undivided and impart able total land of GH Plot No.6, "Crossings Republik", Ghaziabad, U.P. detailed as per annexure to this agreement and that the said land is free from all sorts of encumbrances, liens, charges, court attachment and liabilities of every sort of nature and court cases etc.

AND WHEREAS the owners has further stated that the said land is not the subject matter of any litigation, it does not come under the preview of any dispute, nor is encumbered; in any manner and that it has a clear marketable right and title.

AND WHEREAS the said property has never been a subject of acquisition or requisition by any authority.

AND WHEREAS the Promoter (Second Party) has represented that it has requisite experience and resources to construct and manage such project.

AND WHEREAS the owners approached the Promoter (Second Party) to develop the housing and commercial project on the said site as per the terms of the said deed, to which the Promoter (Second Party) after examine the terms of the said deed & other aspect have agreed on the terms and condition contained on this agreement.

AND WHEREAS vide term sheet dated 25/01/2012 the main content of the agreement was discussed and decided and now therefore to avoid any confusion and disagreement at any stage this agreement is put in black and white.



For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED

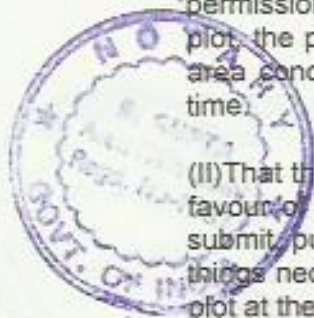
(DIRECTOR)

For Kumar Linkers Infrastructure Ltd.

(DIRECTOR)

NOW THIS AGREEMENT WITNESSETH AND RECORDS AS UNDER:

1. That, the subject matter of this agreement is freehold plot, situated at Plot No. K-I, part of khasra Nos. 923, 921, 910, located on undivided and impart able total land of GH Plot No.6, "Crossings Republik", Ghaziabad, U.P. the area of demised property is 2850 Sq. Mtrs. This is in possession of the owners as per annexed plan along with sale Deed dated 06/11/2008
2. That, the owners hereby agree for development and construction of the residential apartments as per the terms of the GDA Ghaziabad & Crossings Republik on piece and parcel of land bearing Plot No. K-I, part of khasra Nos. 923, 921, 910, located on undivided and impart able total land of GH Plot No.6, "Crossings Republik", Ghaziabad, U.P. and accordingly permit the Promoter (Second Party) hereby agree to develop the said property in accordance with the terms of the said deed. The Promoter (Second Party) has agreed and undertaken to finalize details of construction of residential apartments at the said property at their own costs and out of their own resources after receiving the requisite permission and sanction from all the concerned authorities.
3. That the owners has given permission to the Promoter (Second Party) to raise construction of the Residential Apartments on the said property and has agreed to sign all applications, affidavits, papers etc. which are required to seeking requisite sanctions, permissions from the appropriate authorities for the construction of the proposed residential apartments.
4. That, all the expenses, costs, levies and other charges etc. for the development of the Residential Apartments, payable to the government, Development Authority, Nagar Palika or any other authority or authorities, shall be exclusively incurred and borne by the Promoter (Second Party) up to obtaining Completion Certificate from the appropriate authority and the owners shall not be responsible for the same in any manner whatsoever,
5. That, the Promoter (Second Party) shall be entitled to apply and obtain temporary and/or permanent water, sewer and electricity connection for the proposed Residential Apartments and expenses for the same shall be borne by the Promoter (Second Party).
6. It is agreed between the parties that the Promoter (Second Party) will construct and achieve the maximum permissible FAR of the land area.
7. (I) That the Promoter (Second Party) shall, at their own cost and expenses in the name and for and on behalf of the owners apply to the Ghaziabad Development Authority, Ghaziabad & Crossings Republik and other concern authorities for the grant of the requisite clearances, permission, sanction, approvals, extension, execution etc, of the plan to construct on the said plot, the proposed - Residential Apartments, in accordance with zonal plans in force for the area concerned and the Rules & Regulations FAR etc, applicable there to at the relevant time.
(II) That the owners for the aforesaid proposal shall execute a registered power of attorney in favour of the directors of the Promoter company (Second Party) authorizing them to sign, submit, pursue and follow up the said application and to do all other lawful acts, deeds and things necessary for obtaining permission and sanction for the development of the aforesaid plot at the time of execution of contract agreement or earlier as mutually agreed.



For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED

3m 2024
(DIRECTOR)

For Kumar Linkers Infrastructure Ltd.

Kumar Linkers
Director

8. That the **Promoter (Second Party)** have agreed and issued to pay the following amount as Refundable security deposit without interest :-

Rs. 25,00,000/- Ch. No. 004816 Dt 12.02.2012 drawn on Axis Bank Ltd. Mayur Vihar, Delhi
Rs. 25,00,000/- Ch. No. 004818 Dt 12.02.2012 drawn on Axis Bank Ltd. Mayur Vihar, Delhi

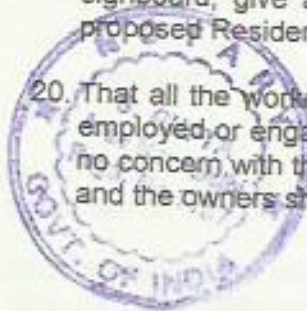
9. That the proposed property is presently vacant and in order to develop the said property it has been agreed that vacant possession would be given by the owners through a written letter to the Promoter (Second Party) immediately after the signing of such agreement for the purpose of developing the land and construction thereon, only with the authority to commence construction of the said property in the accordance with the building plans sanctioned by the authorities. It has been agreed that for the purpose of execution of this collaboration party of the first part shall allow unrestrictively access at all times to the party of the second part and party of second part shall with the aggregation of man and material shall start the development of the said plot. Execution power of attorney shall be provided by the owner to the promoter for the said purpose.
10. That no dues certificate and other clearances from Income Tax Department and M/s Crossings Infrastructure Pvt. Ltd. as and when required by the Promoter (Second Party) will be furnished by the owners.
11. That, the consideration of this Agreement, the owners has allowed the Promoter (Second Party) to enter upon the said property and to do all such acts and things as may be considered necessary or conducive for construction of the Residential Apartments at their own cost and expenses and the parties to this agreement have also agreed that after completion of the said Residential Apartments, the Promoter (Second Party) shall sell the entire Residential Apartments as whole or in parts, and after selling the entire Residential Apartments, the total sale consideration received by the Promoter (Second Party) from the prospective purchasers shall be apportioned between the owners and the Promoter (Second Party) in the ratio of (First Party as Owners 20% : 80% Promoter (Second Party)). The promoters shall be allowed to accept the booking amount and any other advance from the prospective buyers and the same shall be accounted for in the said ratio at the end of each year till completion of the project or sale which ever is later. It is also mutually decided between the both parties that deposit amount will be adjusted against such sale proceed of 20% share of the owners (First Party) with a minimum guarantee of Rs. 7,50,00,000 (Rupees Seven Crores Fifty Lacs Only) to owners (First Party).
12. It is further agreed that in consideration of the owners contributing the said land and agreed to authorize and permit the developer to construct the Residential Apartments/Commercial Complex on the property, the Promoter (Second Party) shall regain and own 80% of the total built up area and the division would be made as full apartment or dwelling unit. However in case it is not possible to divide/demarcate the share of owner in any one Block/Apartments/Complex within the premises the sale shall be compensated in the next Block.
13. That the owners agreed to provide full support in making available documents and signing necessary documents for doing all such necessary acts and things to obtain the requisite permission, approval, sanction etc. for construction of the Residential Apartments at the said premises.



For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED
[Signature]
(DIRECTOR)

For Kumar Linkers Infrastructure Ltd.
[Signature]
Director

14. (a) That the Promoter (Second Party) shall have power to sale, lease, mortgage and transfer the ownership rights title and interest take the loan, to sale, built up area as provided aforesaid on such terms and conditions and such manner as they made respectively deem fit without any interference, right or clearance by the owner.
- (b) That the Promoter (Second Party) shall be entitled to receive premium, advances and other payments from the respective buyers and lessees etc. and give receipt and enter into agreement or execute necessary documents as promoter (Second Party) may deem fit in regard to all built up areas.
- (c) That the owners shall be liable to execute, sign and register and shall join the Promoter (Second Party) in executing such documents including agreements and sale deed as may be required by the Promoter (Second Party) for transferring the proportionate land as per built up areas or part thereof in respect of 100% built up areas as the Promoter (Second Party) may require.
15. That, in case any liability on account of construction and related to construction, will be paid by the Promoter (Second Party) including direct and indirect taxation, state or central government levies including service tax, Vat etc. further the income tax liability accruing out of this agreement including the sale of area shall be borne by both the parties in accordance to their share in the property. However, the stamp duty and registration charges in respect of the indenture of convenience and other documents to be executed for 80% built up area belonging to the Promoter (Second Party) shall be borne and paid by the Promoter (Second Party) or the prospective buyers. Similarly the owner and/ or their purchaser shall be responsible for the stamp duty acquisition charges in respect of their share of 20% built up area.
16. That, the duration and date for the completion of the project in all respect up to obtaining completion certificate would decide mutually by all the parties of this agreement.
17. That, after the construction has been completed respected share of maintenance cost can be recovered from their respected customers. The maintenance of the Apartments/Complex will be handed over the society of the owners of unit or any other maintenance organizations, as and when deemed fit by the Promoter (Second Party) and owners jointly and till then they will be entitled to recover the share as determined by them from the purchaser.
18. That the Promoter (Second Party) shall be entitled to transfer or dispose of the entire Residential Apartments, constructed on the said property, with the right to deal with, enter into agreement, execute sale deed without any hindrance or obstruction of the owners. It is hereby made clear that Owners shall be impeded as a party to the sale deed to be executed by the Promoter (Second Party) favoring the prospective purchasers.
19. That the Promoter (Second Party) shall be entitled to invite tenders, give contracts, display signboard, give advertisement etc. for the purpose of construction and marketing of the proposed Residential Apartments.
20. That all the workers, contractors, suppliers, engineers, architects, agents etc., who may be employed or engaged for the construction activities of the Residential Apartments shall have no concern with the owners and all their claims shall be paid by the Promoter (Second Party) and the owners shall not be responsible for the same in any manner whatsoever.



For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED
37th Floor
(DIRECTOR)

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For Kumar Linkers Infrastructure Ltd.

Director

21. That for removal of doubts, it is hereby agreed and understood that the owners shall in no way be responsible or liable for any financial or other liabilities of the Promoter (Second Party) in respect of the proposed Residential Apartments in any manner whatsoever.
22. That the authority given to the Promoter (Second Party) under this agreement cannot be withdrawn and restricted by any means by the owners.
23. That the owners and the Promoter (Second Party) have entered into this agreement on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership or a joint venture or any association of person between the parties hereto.
24. That the stamp duty, registration charges and other incidental expenses as may be liable on this agreement as well as any other agreement required to be executed between the Promoter (Second Party) and the owners or any other person arising from or connected with this agreement, shall be borne by the Promoter (Second Party).
25. That, the owners shall bear and pay all outstanding charges and dues whatsoever and of whatsoever nature of such plot and the structure standing here on including the property and ground rent and charges of electricity, water tax, etc, up to the period when the construction begin for the possession is delivered to the Promoter (Second Party).
26. That, it is agreed that the terms of this agreement can be altered/modified by mutual consent by way of exchange of letters or by supplementary agreements.
27. That, all dispute if any, including all matters incidentally to or in relation there to shall be referred to arbitration under the Indian Arbitration Act. The award given by the arbitrator shall be final and binding on both the parties. It is agreed that all disputes shall be subject to the jurisdiction of Delhi Court only. The sittings to, shall be held in Delhi. The expenses including arbitrator's fees shall be borne by the party referring the dispute to arbitration. It is expressly agreed that during the pendency of such proceedings the work of construction/development shall not be stopped and no hindrance/obstruction or restriction shall be created by either party.
28. The name of the project shall be GOLFOVISTA which shall not be changed until both parties agree to that.
29. The agreement has been executed in duplicate typed on Stamp paper of Rs. 100/- each and both copies shall be treated to be original.

Description of the property on which the proposed Residential Apartment is to be constructed.

All that freehold plot of land measuring 2850 Sq. Meters, land bearing Plot No. K-I, part of khasra Nos. 923, 921, 910, located on undivided and impartible total land of GH Plot No.6, "Crossings Republik", Ghaziabad, U.P. suited and bounded as under:

For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED

(DIRECTOR)

For Kumar Linkers Infrastructure Ltd.

Director

TOWARDS NORTH
TOWARDS SOUTH
TOWARD EAST
TOWARD WEST

: Block No. P1/P2, Part of Group Housing Plot No 6
: 12 Mtr. Road
: Block No. L-1, Part of Group Housing Plot No 6
: Block No. J-1, Part of Group Housing Plot No 6

IN WITNESS WHEREOF the parties hereto have said their respective hands on the date, month and year mentioned first above, in the presence of following witnesses.

WITNESSES:

1. Anand P. Mishra
Laxmi Nagar.
2. Baldev Shah.

Owner
For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED

(Mr. Abid Ali) (DIRECTOR)
(First Party)
for and on behalf of
Global India Infra Promoters (P) Ltd.
(Director)

Promoter

(Narinder Kumar)
(Second Party)
for and on behalf of
Kumar Linkers Infrastructure Ltd.
(Director)

Enclosures:

Annexure – A, Plot No. K-I, part of khasra Nos. 923, 921, 910, located on undivided and impartible total land of GH Plot No.6, "Crossings Republik", Ghaziabad, U.P. land acquired by the owners through sale deed executed by the Secretary, Ghaziabad Development Authority, (GDA) on date 06/11/2008 and entered/registered in book No. 1, Zild No. 7635 from page 1 to 148 on Serial No. 6028, made by Sub Registrar-1, Ghaziabad (U.P.)

For GLOBAL INDIA INFRA
PROMOTERS PRIVATE LIMITED

(DIRECTOR)

For Kumar Linkers Infrastructure Ltd.

Director

ATTESTED
Notary Public

MAY 2012