



हरियाणा HARYANA

C 691065

COLLABORATION AGREEMENT

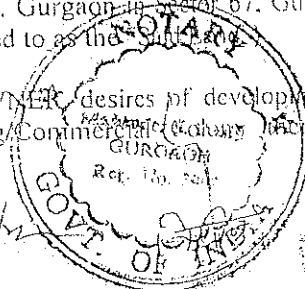
This Agreement is executed at Gurgaon on this 15 day of May 2009, between Avdesh Kumar - Rakesh Kumar sons of Sh. Shimbhu Singh each equal share 1/6 share & Smt. Murti Devi widow of Sh. Shimbhu Singh 1/10 share & Nitin son and Alka - Padmini daughters and Smt. Kaushalya widow of Dinesh Kumar son of Sh. Shimbhu Singh each equal share 1/15 share all resident of VPO- Badshahpur, Tehsil & Distt. Gurgaon (hereinafter referred to as the "OWNER", which expression unless repugnant or contrary to the context or meaning thereof shall be deemed to mean and include his heirs, legal representatives, executors, administrators) of the ONE PART and M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD, having its regd. Office at 115, Ansal Bhawan-16, Kasturba Gandhi Marg, New Delhi through its authorized signatory Mr. D.P. Dudeja son of Late Sh. U.B. Dudeja resident of 5K/12A, NIT, Faridabad-121001 & Mr. A. K. Pandey S/o Late Sh. T. P. Pandey R/o P-297, Sector-21, Jalvayu Vihar, Noida (hereinafter referred to as the 'DEVELOPER' which expression unless repugnant or contrary to the context or meaning thereof shall be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns etc.) of the OTHER PART.

WHEREAS the OWNER is sole and absolute owner and in possession of the agriculture land measuring 1 Kanal, 2.66 Marla (0.1416 Acre.) comprising in Khewat/Khata No. 288/314min Rectangle No. 140 Killa No. 5/1(3-8), Kita 1 land measuring 3 Kanal 8 Marla to the extent of 1/3 Share which comes to 1 Kanal 2.66 Marla situated in revenue estate of village Badshahpur, Tehsil & Distt. Gurgaon in Sector 67, Gurgaon as per Jamabandi for the year 2005-06 (hereinafter referred to as the 'LAND')

AND WHEREAS the OWNER desires of developing the said land by constructing a Residential/Group Housing/Commercial (or any) upon after obtaining the requisite

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Page 1

For Ansal Properties & Infrastructure Limited

Authorized Signatories

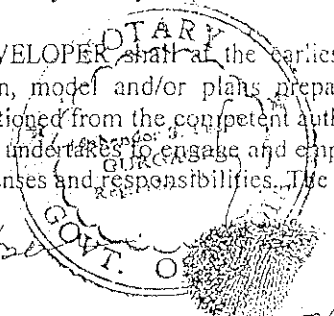
License/permission to change the land use from the concerned authorities and getting the plans sanctioned/approved from the Competent Authority.

AND WHEREAS the OWNER being not fully equipped to execute and complete the work of development and construction of Residential/Group Housing/Commercial colony and has requested the DEVELOPER, who is inter alia engaged in the development and construction of various and is well reputed and experienced in this line of business, to collaborate with the OWNER for development and construction of the said Group Housing/Residential/Commercial Complex (hereinafter referred to as the said "project") on the said land.

AND WHEREAS the DEVELOPER has agreed to undertake the development and construction of the "Project" on the said land on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under:-

1. That the subject matter of this Agreement between the OWNER and the DEVELOPER is the said land admeasuring 1 Kanal 2.66 Marla situated at village Badshahpur, Tehsil and Distt. Gurgaon, Haryana, or thereabout the utilizing the same for development and construction of the said Project.
2. That the DEVELOPER undertakes to develop the said land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals of all competent authorities and thereafter to develop and construct the said Project on the said land. The OWNER agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land and to irrevocably vest in the DEVELOPER all the authority of the OWNER, as may be necessary in the discretion of the DEVELOPER, for obtaining the requisite license, permissions, sanctions and approvals for development, construction and completion of the said project on the said land including the right to book, allot, sale, transfer, convey the developed residential / commercial plots / flats / built-up spaces in the said project and to that effect the owner has granted / executed irrevocable Special Power of Attorney and General Power of Attorney in favour of the Developer.
3. That all the expenses involved in obtaining licenses, tax clearances permissions or sanctions from the concerned authorities and in developing, promoting and marketing of the said project shall be incurred and paid by the DEVELOPER.
4. That the Plans for the said project shall be in accordance and in conformity with the Rules and Bye-laws of the Town & Country Planning Department, Haryana and/or such other Authority as may be prescribed in respect of the said land.
5. That the DEVELOPER shall at the earliest possible opportunity proceed to have suitable design, model and/or plans prepared for the said project and get them approved/sanctioned from the competent authority(s). For this purpose the DEVELOPER undertakes to engage and employ reputed Architect or Architects, at its own cost, expenses and responsibilities. The DEVELOPER shall for and on behalf of



Signature

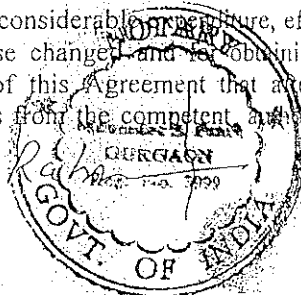
Page 2 *R. F. 512*

For *R. F. 512* *Signature* Infrastructure Limited

Signature
Authorized Signatories

and in the name of the OWNER apply to the Director, Town and Country Planning Department, Haryana and/or such other authorities for obtaining requisite licenses, permissions, sanctions and approvals of the said project.

6. That the entire amount required for the development, construction and completion of the said project including the charges and fees of the Architect(s), preparation of Plans as also all other statutory fees and charges incidents including Scrutiny Fees, License fees, Conversion Charges, Internal/External Development Charges, shall be paid by the DEVELOPER. The development and facilities provided by the DEVELOPER of the said project shall be in accordance with Laws for the time being in force and in terms of License granted there for. The amount paid by the developer to the Govt. on account of external development charges, infrastructure development charges and such other charges shall be recovered by the developer from the owner / occupant / prospective buyers of the developed plots / flats in the project on proportionate basis.
7. That this Agreement entitles the DEVELOPER to develop and construct the said land and the said project in accordance with the terms contained herein and to own as property belonging to the DEVELOPER or dispose off the whole or part of its share of the built up area of the said project including EWS plots , flats(hereinafter referred to as the "DEVELOPER ALLOCATION") at the sole discretion of and as may be decided by the DEVELOPER from time to time, and the owners right towards developed area shall be restricted to residential plots only under the said project .
 - (a) The owners' share in the said project shall be an area of _____ Sq Yd. of the developed residential plot.
 - (b) The DEVELOPER share in the project shall be balance area of the residential plots and entire community, commercial and other sites including sites for EWS / LIG categories.
8. That the actual vacant possession of the said land has been delivered by the owner to the developer simultaneously on execution of this agreement for taking necessary steps for development of the said project.
9. That the consideration to be given by the DEVELOPER to the OWNER in respect of the rights which are to be of the DEVELOPER are as provided in clause 7 above.
10. That the DEVELOPER undertakes to start the development and construction of the project on receipt of the License and other approvals and complete the development of the said project within 36 months thereof or such extended period after grant of all requisite sanction approvals, permissions including clearance of MOEF and HSPCE. However, the period mentioned herein above is subject to force majeure and reasons beyond control of the developer, then that period shall be excluded in the above mentioned period.
11. That since considerable expenditure, efforts and expertise will be involved in getting the land use changed and for obtaining the license for the said project, it is the condition of this Agreement that after obtaining the license and all the requisite permissions from the competent authorities for the said project, the OWNER or his

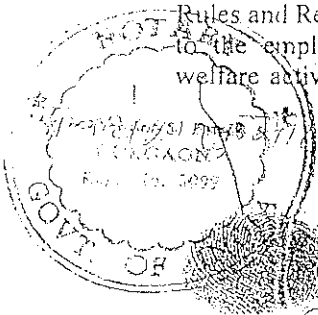


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Page 3

nominees or his legal heirs shall not cancel or withdraw from this Agreement under any circumstances until the project is completed in all respect including refund of Bank guarantee etc. In such an eventuality, the DEVELOPER in addition to its other rights will be entitled to get the Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the OWNER and during pendency of such suit the OWNER shall not enter into any arrangement/agreement with respect to the said land with any third party. However, any dispute arising out of this indenture shall firstly referred for the arbitration to a sole arbitrator and the same will be proceeded in accordance with arbitration and consolidation Act and the venue for arbitration shall be New Delhi only.

12. That DEVELOPER hereby agrees to indemnify the OWNER against any liability or losses as may be suffered by the OWNER on account of the failure on the part of the DEVELOPER in implementing the said project as per terms contained herein. Similarly, the OWNER agrees to indemnify the DEVELOPER against all losses and liabilities, which may be suffered by the DEVELOPER on account of any false statement of the OWNER with regard to the exclusive right, title and interest of the OWNER in the said land while entering into this Agreement, as also against those losses and liabilities as may be suffered by the DEVELOPER which may arise on account of failure of the OWNER to observe and to adhere to any of the covenants contained herein.
13. That all rates, cess and taxes due and payable in respect of the said land up to the date of Agreement shall be the exclusive liability of the OWNER and thereafter the liability on this behalf shall be of the DEVELOPER.
14. That the OWNER covenants with the DEVELOPER that he shall supply and provide all documentary evidence as may be required to be submitted to the Town and Country Planning Department, Haryana and/or any other Authority and OWNER shall also within a week of receipt of any request from the DEVELOPER, sign and execute such other documents, deeds, papers letters etc. as may be necessary for the development, construction and completion of the said project and for giving effect to the terms of this Agreement.
15. That the OWNER irrevocably undertakes to constitute the DEVELOPER through its duly authorized representative(s) as his lawful attorney by executing a Special Power of Attorney and General Power of Attorney authorizing the DEVELOPER for submitting applications to the various authorities, requisitions, Licenses, approvals, sanctions, and for allotment of building materials/other materials and for all matters required to be done and performed in connection with the development, construction and completion of the said Project and for sale of DEVELOPER Allocation in the said project till such time this Agreement is implemented in all respects. However, the DEVELOPER undertakes that it will not do or cause any act of omission or thing which may in any manner contravene any Rule, Law or Regulation or which may amount to breach of any terms hereto or breach of any provisions of law.
16. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliances of labour laws, and any other Rules and Regulations as are in force or are introduced from time to time with respect to the employment of personnel, payment of wages, payment of compensation, welfare activities etc. and/or for any accident or lack of safety resulting in injury or



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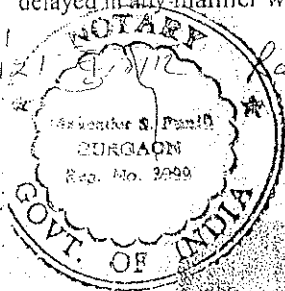
Page 4

R.T. 45415

[Signature]

damage to workmen, plant and machinery or third party. All claims and demands arising from the workers/employees of the DEVELOPER during construction/development of the said project shall be settled by the DEVELOPER and no liability on this account shall devolve on the OWNER.

17. That the OWNER and DEVELOPER shall separately be responsible and liable in respect of Income-Tax and/or other statutory liabilities as far as their respective share of the built up or un-built areas of the said project or the sale proceeds thereof is concerned.
18. That the DEVELOPER shall be entitled to get refund in its own name of all fees, security deposits Bank guarantees and other deposits of whatsoever nature deposited by the Developer with various approvals etc. for the said project. In case owner gets any refund from the authorities, then the OWNER undertakes that within two days of the receipt of any such refund referred to hereinabove, it shall pay the same to the DEVELOPER.
19. That the Developer shall give the name of the said project at its own discretion.
20. That the common areas of the said project shall be maintained by the professional maintenance agency being nominated by the Developer. The necessary maintenance charges shall be paid proportionately by the Owner, Developer in their sharing area ratio and their Prospective Buyers irrespective of the occupancy. The liability to pay maintenance charges shall accrue from the date of deemed possession i.e. the date when the Developer gives notice of delivery of possession of the proportionate area or the part thereof. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance keeping in view the maintenance charges of the colonies/buildings in the vicinity.
21. That the OWNER has declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, lien attachments, liabilities, tenancy unauthorized occupation, claims, notice and litigations. The OWNER agrees and undertakes to keep the said land free from all encumbrances till the duration and complete implementation of the terms of this Agreement in all respects and the Developer has entered into this Agreement relying/acting upon these declarations, representations and undertaking of the OWNER. In the event of a notice of acquisition/requisition in respect of the said land is served by the Local Authority, the DEVELOPER will take all the necessary steps for getting the said acquisition/requisition released from the Government, and the OWNER shall co-operate in signing all the necessary documents, papers in this regard. However, the DEVELOPER will not claim any cost for getting the same released and licensed etc.
22. In the event of any claim or demand is raised or, tax is levied or litigation of any nature is commenced against the OWNER, then it is a condition of this Agreement that the development and/or completion of the said project and/or any other matter incidental to this Agreement shall not at any time whether during or after the completion of the said project or on handing over the possession of the said project to the prospective purchasers and/or allottees, be stopped, prevented, obstructed or delayed in any manner whatsoever.



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23. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the development, construction, marketing and sale of the said project and the built or un-built areas of the Project.
24. That on execution of this Agreement, the DEVELOPER with owner or his representative shall be entitled to enter the said land, survey the same, prepare the layout and service plans and the development scheme for the submission to the Town and Country Planning Department, Haryana and/or other Authority (s) for releasing and obtaining of requisite licenses, permissions, sanctions and approvals for developments, construction and completion of the said project on the said land; to put up its sign boards on the said land with the legend that the project to be constructed is a Group Housing/residential/commercial complex.
25. That this Agreement is not and shall not, be deemed to be construed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
26. That the parties hereto have agreed and undertaken to perform their respective obligations under this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing to the terms of this Agreement.
27. That the OWNER shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any person without the prior written approval of the DEVELOPER.
28. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
29. That the dispute, if any, arising out of this agreement, the same shall be referred for arbitration to a sole arbitrator. The proceeding of arbitration shall be in accordance with Arbitration and Conciliation Act, the language of arbitration shall be English and the venue shall be New Delhi/Delhi only. The Courts having jurisdiction at Delhi/New Delhi shall be competent to entertain and dispose any issue arising out of this indenture.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on the date, month, year and place first mentioned above in the presence of the witnesses.

WITNESSES:

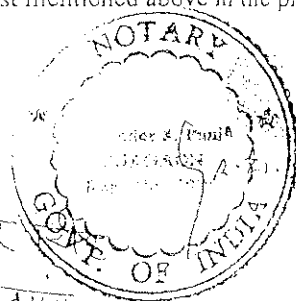
1. Ram

2.174, 2131016 s/o 2131016 2131016

2. Ramesh

Ramesh s/o Ram Lal

Ramesh s/o Ram Lal



ATTESTED TO BE TRUE COPY

MAHENDER S. PUNIA
ADV. & LEGAL OFFICER
DIST. GURGAON (HARYANA) INDIA

15 MAY 2009

EXECUTANTS

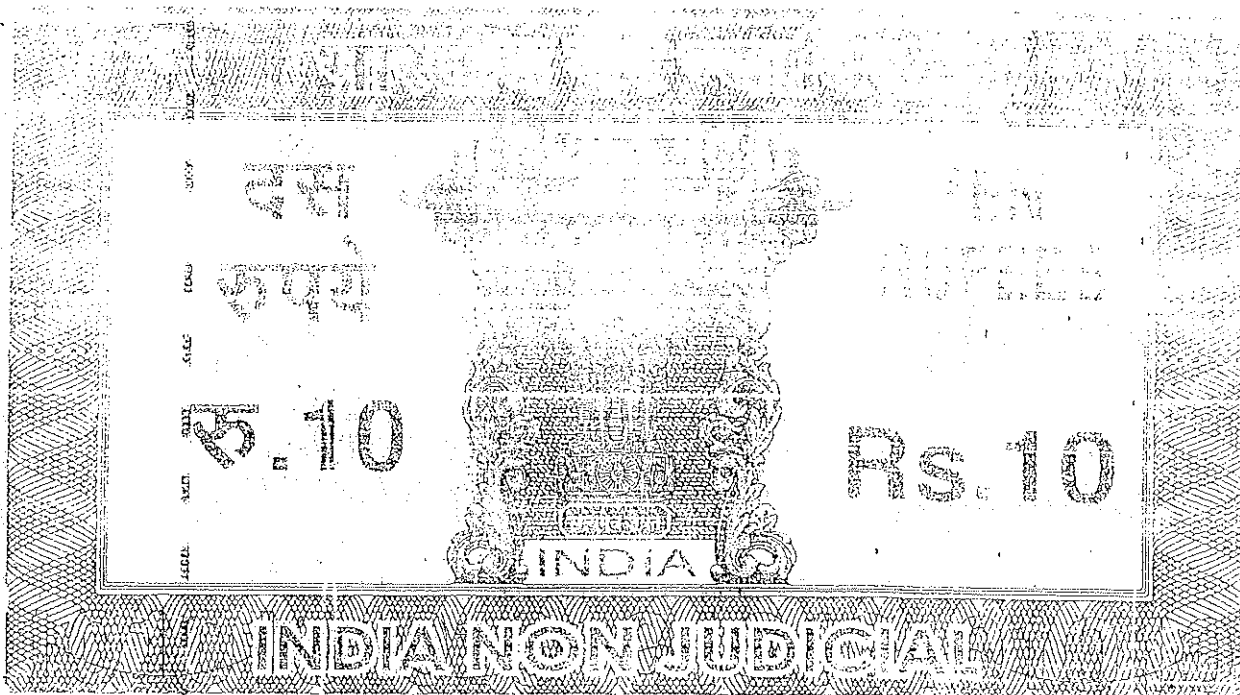
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For Ansal Properties & Infrastructure Limited



हरियाणा HARYANA

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DEED OF UNDERTAKING

This Deed of Undertaking is made at Gurgaon on 15 day of May 2009.

BY

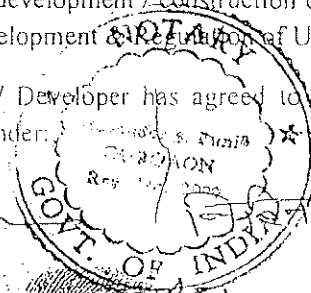
Avdesh Kumar – Rakesh Kumar sons of Sh. Shimbhu Singh each equal share 1/6 share & Smt. Murti Devi widow of Sh. Shimbhu Singh 1/10 share & Nitin son and Alka – Padmini daughters and Smt. Kaushalya widow of Dinesh Kumar son of Sh. Shimbhu Singh each equal share 1/15 share all resident of VPO- Badshahpur, Tehsil & Distt. Gurgaon (hereinafter referred to as the "Owners" which expression shall mean and include their heirs, legal representatives, executors, administrators) before the Director, Town & Country Planning, Govt. of Haryana, Chandigarh (hereinafter referred to as the "Director" which expression shall mean and include his successors, assigns and representatives).

Whereas the Director is considering to grant a license for setting up of a Group Housing / Residential / Commercial colony at Sector 67 (hereinafter referred to as the "Proposed Project") on Agricultural land as per schedule of land annexed hereto and for this purpose of residential township (hereinafter referred to as the "Collaborator / Developer") has agreed to represent the Owners before the Director. The Director has requested the Owners to give an undertaking for carrying out the development / construction of the proposed project in terms of the provisions of Haryana Development & Regulation of Urban Areas Act, 1975.

And Whereas the Collaborator / Developer has agreed to do so, therefore, this Deed of Undertaking witnesseth here as under:

अवदेश कुमार

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For Ansal Properties & Infrastructure Limited

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1. The Collaborator / Developer hereby undertakes to comply with the terms and conditions of the licenses, that may be granted and to carry out the execution of the development work of the proposed project in terms of the provisions of Haryana Development & Regulation of Urban Areas Act 1975 and to pay EDC, IDC etc. to Haryana Govt. as agreed to by the Owners.
2. That we, the Owners, hereby authorize the collaborator/Developer M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD, having its regd. Office at 115, Ansal Bhawan 16, Kasturba Gandhi Marg, New Delhi, the Haryana Govt. in connection with the proposed project and hereby undertake to ratify all that has been done or would be done by the Collaborator / Developer on our behalf.
3. That we, the Owners and Collaborator/Developer shall be bound by this undertaking.

31.01.2009
(EXECUTANTS/OWNERS)

SCHEDULE OF LAND

agriculture land measuring 1 Kanal, 2.66 Marla (0.1416 Acre.) comprising, in Khewat/Khata No. 288/314min Rectangle No. 140 Killa No. 5/1(3-8), Kita 1 land measuring 3 Kanal 8 Marla to the extent of 1/3 Share which comes to 1 Kanal 2.66 Marla situated in revenue estate of village Badshahpur, Tehsil & Distt. Gurgaon in Sector 67, Gurgaon as per Jamabandi for the year 2005-06 (hereinafter referred to as the "Said Land").

31.01.2009
(EXECUTANTS/OWNERS)



ATTESTED TO BE TRUE COPY
MAHENDRA S. PUNIA
ADDL. DEPT. SECRETARY
DIST. Gurgaon (Haryana) India

15 MAY 2009

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For Ansal Properties & Infrastructure Limited

Authorized Signatories



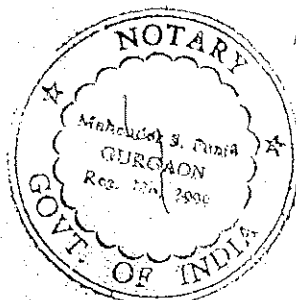
हरियाणा HARYANA

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SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I / WE, Aydesb Kumar - Rakesh Kumar sons of Sh. Shimbhu Singh each equal share 1/6 share & Smt. Murti Devi widow of Sh. Shimbhu Singh 1/10 share & Nitin son and Alka - Padmini daughters and Smt. Kaushalya widow of Dinesh Kumar son of Sh. Shimbhu Singh each equal share 1/15 share all resident of VPO- Badshahpur, Tehsil & Distt. Gurgaon do hereby jointly and severally constitute, appoint, authorise and nominate M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD, having its regd. Office at 115, Ansal Bhawan 16, Kasturba Gandhi Marg, New Delhi as my / our true and lawful Attorney (hereinafter referred to as the "ATTORNEY") in respect of my/ our Agriculture Land - sole and absolute owner in possession of agriculture land measuring 1 Kanal, 2.66 Marla (0.1416 Acre.) comprising in Khewat/Khata No. 288/314min Rectangle No. 140 Killa No. 5/1(3-8), Kita 1 land measuring 3 Kanal 8 Marla to the extent of 1/3 Share which comes to 1 Kanal 2.66 Marla situated in revenue estate of village Badshahpur, Tehsil & Distt. Gurgaon in Sector 67, Gurgaon as per Jamabandi for the year 2005-06 (hereinafter referred to as the "Said Land"), and I/ we do hereby empower my / our Attorney to do and execute all or any of the following Acts, deeds, and things through its duly authorized representative(s) in my/ our name and my/ our behalf that is to say:

अवदेश कुमार Rakesh



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R.T. 3 फे

R.T. 3 फे



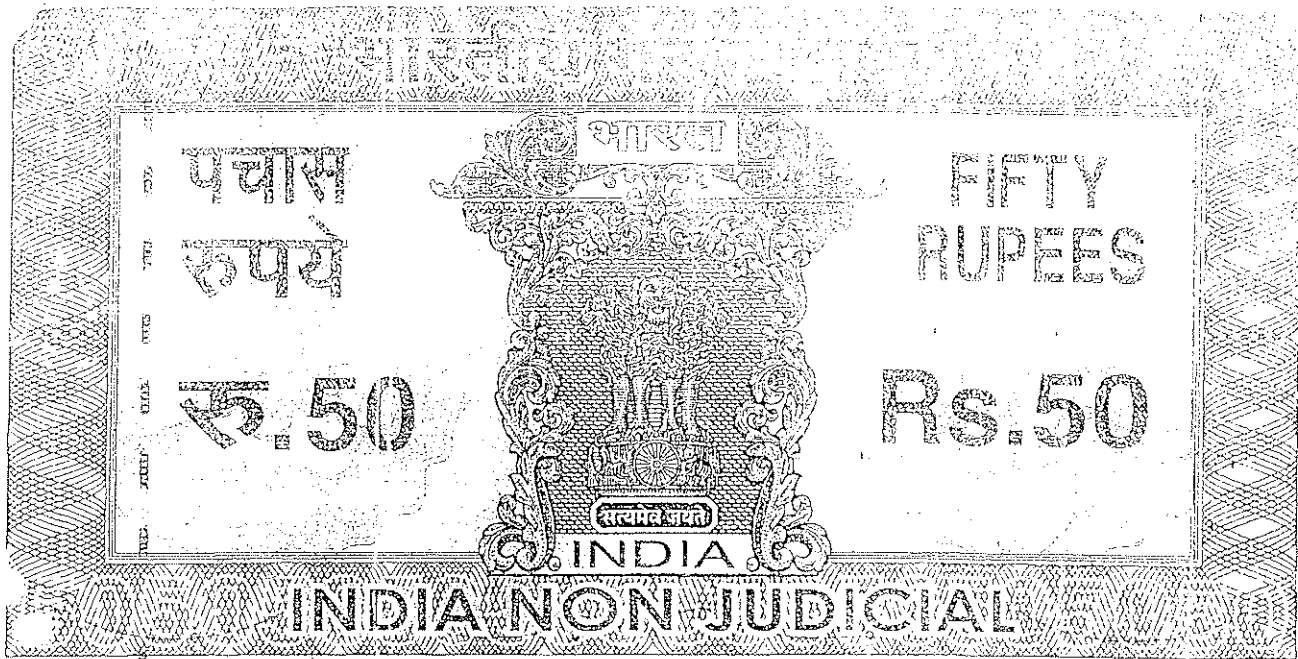
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For Ansal Properties & Infrastructure Limited

Signature



हरियाणा HARYANA

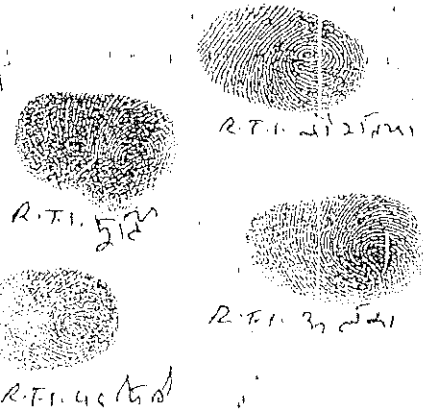
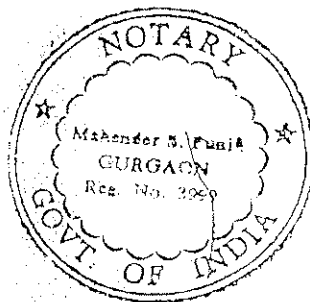
C 691067

1. To manage, control, supervise the said land in all respect and to represent me/us before the competent authority in this behalf.
2. To appear for and represent us before the Govt. Authorities and to correspond with authorities belonging to State of Haryana Govt. viz. Director Town and Country Planning Haryana, HUDA, Public Work Department and also Airport Authorities, constituted under the Airport Authorities of India Act, 1994 and other Govt. agencies connected with grant of license, LOI, approvals / sanctions of Layout Plans, Building Plans etc. and matters connected therewith for all intents and purposes of development and construction of Group Housing/ Residential/ Commercial / Plotted Colony (hereinafter referred to as the "Project") over the said Land.

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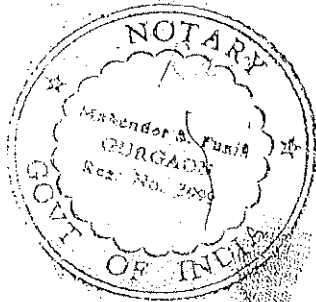


Page 2

For Ansal Properties & Infrastructure Limited

Authorised Signatures

3. To prepare, sign, amend and submit all documents, viz. application for license amended layout plans, Sájra Plans, Zonal Demarcation Plans and any other documents connected with the aforesaid license, LOI, approvals / sanctions of Layout Plans, Building Plans etc. by the competent authority of the Haryana Govt.
4. To make, sign and submit any documents, undertaking, agreement, affidavit, statement etc. and to appear before the Urban Estates or other Government Authority for getting the said land released, licensed for the said project.
5. To get the licence transferred in due course in favour of M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD, having its regd. Office at 115, Ansal Bhawan 16, Kasturba Gandhi Marg, New Delhi.
6. To get refund of any or all securities, amounts and other deposits made with the concerned department in its own name and to issue receipts thereof.
7. To open, maintain, operate, close my/ our bank account(s), to deposit and withdraw money, to issue and deposit cheque(s) and to do each and every act, deed and thing necessary for the said project.
8. To represent before various Govt. Authorities or any other Authority / local Body for the purpose of obtaining any licence / permission for development of the said Project, to get approval of development plans and plans for construction of Building and Complex and to do all things and take all steps that are necessary in connection with the development of the Project.
9. To demolish any building / structure, to cut the trees and to obtain necessary permissions from the authorities concerned for doing the same.
10. To contest/defend any suit, appeal, revision, writ or proceedings initiated against us before any Court or any authority in respect of the said land and to sign, subscribe and also to verify plaints, written statements, petitions, applications, affidavits, tabular statements and all other documents and verified in any suit or suits, action, appeal or appeals, proceeding or proceedings, matter or matters in respect of the said land and to file or take back all or any document or documents, paper or papers in any such suit, action, appeal, proceedings or matters, to give evidence, oral as well as documentary before any court/ tribunal/ authority in respect of the said land.
11. To take all necessary steps for the furtherance and compliance of the terms and conditions of the Collaboration Agreement dated 15.5.69
12. To generally do all such acts, deeds and things as the Attorney think expedient for any or all purposes mentioned herein above so as to develop the said Project on the said land along with any or other owners adjacent to the said land.
13. It is specifically mentioned and declared that this Power of Attorney is unconditional and irrevocable for all the time to come.



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For Ansal Properties & Infrastructure Limited

[Signature]
Authorized Signatory

14. The acts, deeds and things done by the said Attorneys shall be construed to be as if done by the said acts, deeds and things done in my/ our behalf personally and I/ We hereby ratify and confirm the same.

IN FAITH AND TESTIMONY, the Executants / Principal hereof have set their hands to this Power of Attorney at Gurgaon on this 15 day of May, 2009 in presence of the witnesses

WITNESSES:

1.

[Handwritten signature and text for witness 1]

2.

[Handwritten signature and text for witness 2]

EXECUTANTS/ PRINCIPAL

[Handwritten signature]

[Handwritten signature]

[Handwritten signature and text]

OWNER

[Handwritten signature]

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SPA Holder

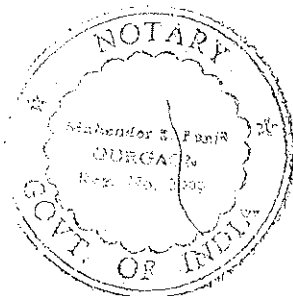
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ATTESTED TO BE TRUE COPY
MAHEENDRA S. PUNIA
ADV. & LEGAL COPY
DIST. GURGAON (Haryana) India

15 MAY 2009



Page: 4

For Ansal Properties & Infrastructure Limited

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Authorized Signatories

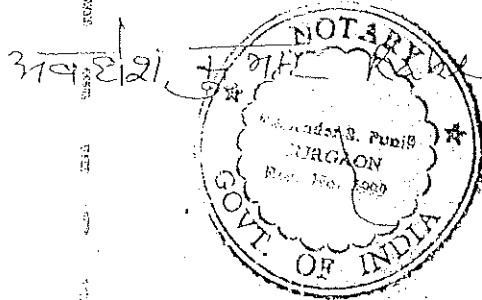


रियाणा HARYANA

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GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I / WE, Avdesh Kumar – Rakesh Kumar sons of Sh. Shimbhu Singh each equal share 1/6 share & Smt. Murti Devi widow of Sh. Shimbhu Singh 1/10 share & Nitin son and Alka – Padmini daughters and Smt. Kaushalya widow of Dinesh Kumar son of Sh. Shimbhu Singh each equal share 1/15 share all resident of VPO- Badshahpur, Tehsil & Distt. Gurgaon do hereby jointly and severally constitute, appoint, authorise and nominate Mr. D.P. Dudeja son of Late Sh. U.B. Dudeja resident of 5K/12A, NIT, Faridabad-121001 & Mr. A. K. Pandey S/o Late Sh. T. P. Pandey R/o P-297, Sector-21, Jalvayu Vihar, Noida as my / our true and lawful Attorney (hereinafter referred to as the "ATTORNEY") in respect of my/ our Agriculture Land - sole and absolute owner in possession of agriculture land measuring 1 Kanal, 2.66 Marla (0.1416 Acre.) comprising in Khewat/Khata No. 288/314min Rectangle No. 140 Killa No. 5/1(3-8), Kita 1 land-measuring 3 Kanal 8 Marla to the extent of 1/3 Share which comes to 1 Kanal 2.66 Marla situated in revenue estate of village Badshahpur, Tehsil & Distt.



R.T.I. पूरा

निमित्त

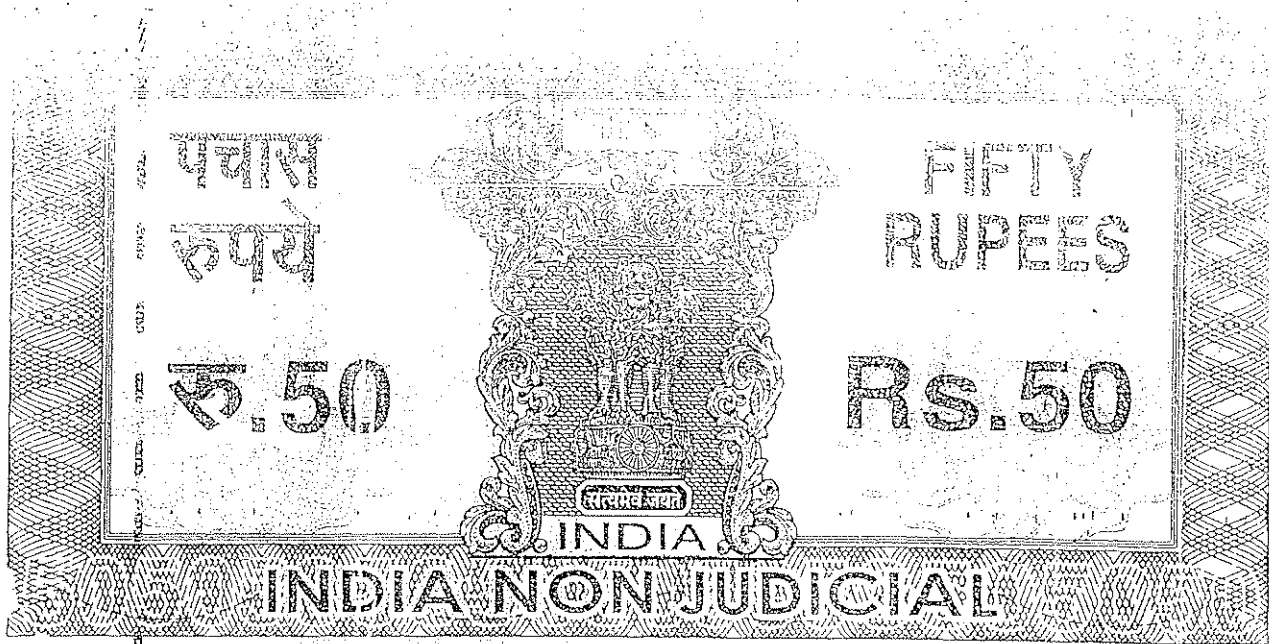
R.T.I. निमित्त Page 1

R.T.I. 4 (th) A

R.T.I. 3 (th) A

For Ansal Properties & Infrastructure Limited

For Ansal Properties & Infrastructure Limited



हरियाणा HARYANA

C 691073

Gurgaon in Sector 67, Gurgaon as per Jamabandi for the year 2005-06 (hereinafter referred to as the "Said Land"), and I/ we do hereby empower my / our Attorney to do and execute all or any of the following Acts, deeds and things through its duly authorized representative(s) in my/ our name and my/ our behalf that is to say:

1. To manage, control, supervise the said land in all respect and to represent me/us before the competent authority for all intents and purposes of development and construction of Group Housing/ Residential/ Commercial / Plotted Colony (hereinafter referred to as the "Project") over the said Land in this behalf.
2. To make booking / allotment of built up spaces, flats, houses, etc. in the proposed project and to receive booking amount, earnest money, sale consideration etc. from the prospective buyers of the built-up space/ developed plots in respect of the said lands and to sign and acknowledge the receipt of the same and to sign and execute deeds of conveyance / sale and/or any documents required therefore, in favour of the prospective buyers.

अनिल कुमार राहू राहू

निलिन

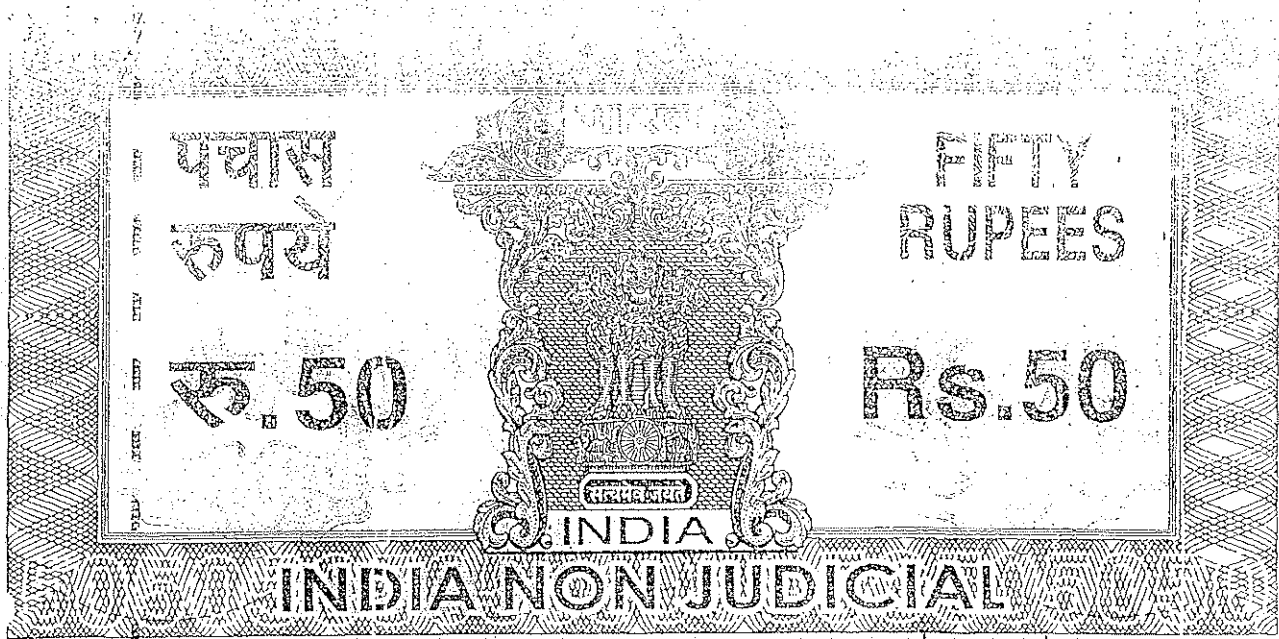


Page 2



For Ansal Properties & Infrastructure Limited

Handwritten signature/initials.



हारियाणा HARYANA

C 691072

3. To take all necessary steps for the furtherance and compliance of the terms and conditions of the Collaboration Agreement dated 15.5.49
4. To contest/defend any suit, appeal, revision, writ or proceedings initiated against me/us before any Govt. or any authority by any person in respect of the said land and to sign, subscribe and also to verify plaints, written statements, petitions, applications, affidavits, wakalatnama, tabular statements and all other documents and verified in any suit or suits, action, appeal or appeals, proceeding or proceedings, matter or matters in respect of the said land and to file or take back all or any document or documents, paper or papers in any such suit, action, appeal, proceedings or matters, to give evidence, oral as well as documentary, in any Govt. or Office in respect of the said land.

मिति

अवधेश कुमार



R.T. 5/2/49



R.T. 5/2/49

Page



R.T. 5/2/49



R.T. 5/2/49

As Witnessed Signature



हरियाणा HARYANA

C 691071

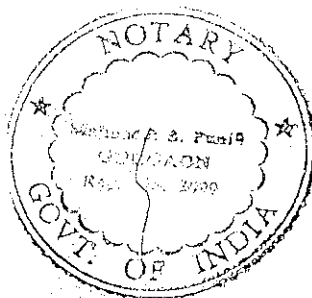
5. To generally do all such acts and deeds as the Attorney think fit, proper and expedient for any or all purposes mentioned herein above so as to development, promotion and marketing of the said project on the said land along with any or other owners adjacent to the said land.
6. It is specifically mentioned and declared that this General Power of Attorney is unconditional and irrevocable for all the time to come.

अवधेश कुमार Rake

निलि

R.T.I. पूरे

B.T.I. कोशिका



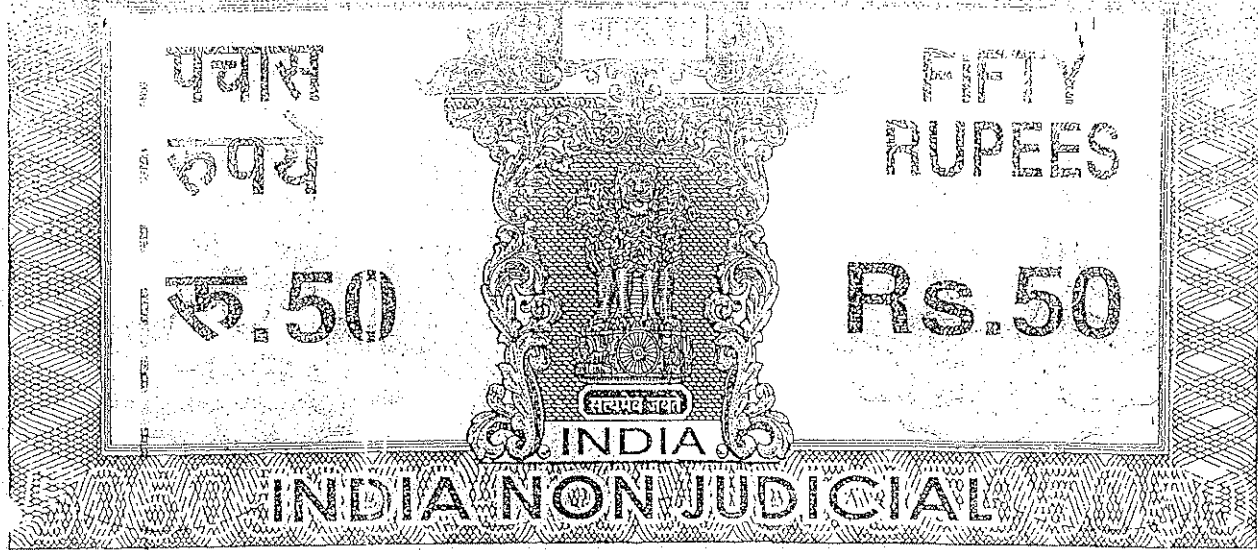
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R.T.I. कोशिका

Page 4

For Ansal Properties & Infrastructure Limited

Authorised Signatories



हरियाणा HARYANA

C 691070

7. The acts, deeds and things done by the aforesaid Attorneys shall be construed to be the acts, deeds and things done by us personally and we hereby ratify and confirm the same.

अवधेश कुमार राहु

जतिन



R. T. 1. 27



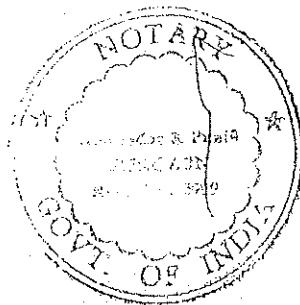
R. T. 1. 27



R. T. 1. 46



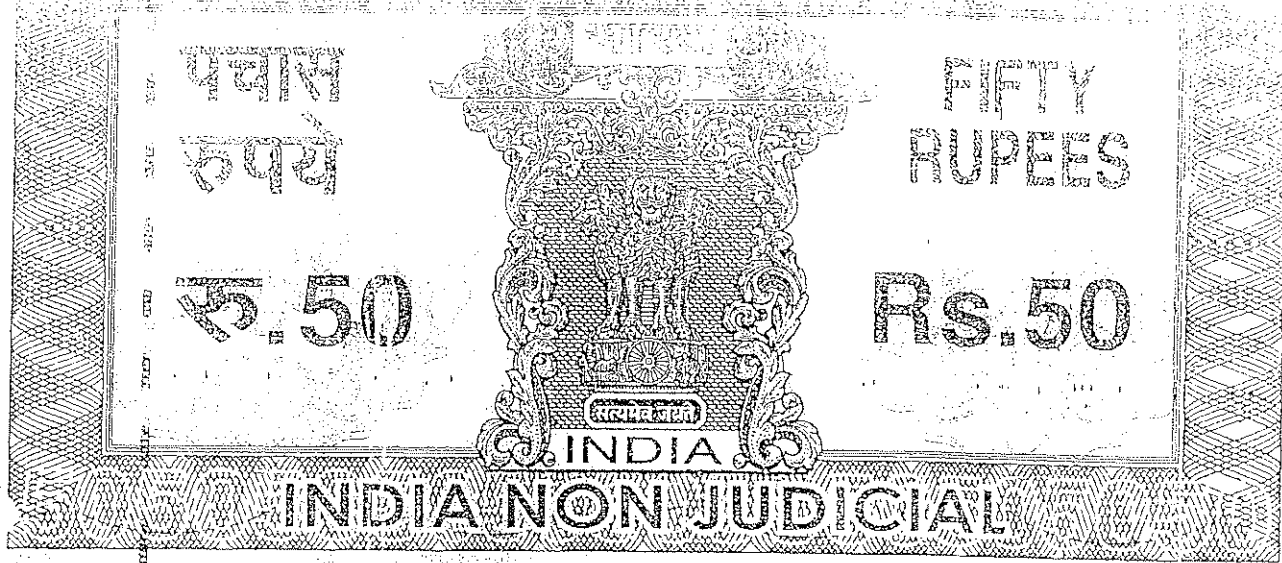
R. T. 1. 31



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For Ansal Properties & Infrastructure Limited

Authorised Signatories



हरियाणा HARYANA

C 691069

IN FAITH AND TESTIMONY, the Executants / Principal hereof have set their hands to this Power of Attorney at Gurgaon on this the 15 day of May 2009 in presence of the witnesses.

WITNESSES:

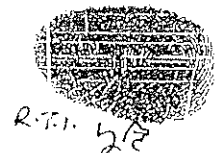
1. R
राजपाल S/o शेर सिंह
ग्राम रामगढ़ ठानी, गुडगांव

अवधेश कुमार
EXECUTANTS/PRINCIPAL

Rah

OWNER

नितिन



R.T. 2/2

अ
GPA Holders



R.T. 2/2

2. Pawan

Pawan S/o Ram Lal
Badshahpur gurgaon



R.T. 4/4



R.T. 2/2

ATTENDED TO BE TRUE COPY

Page 6

15 MAY 2009

MAHENDRA S. PUNIA
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

For Ansal Properties & Infrastructure Limited

Signature
Authorized Signatories