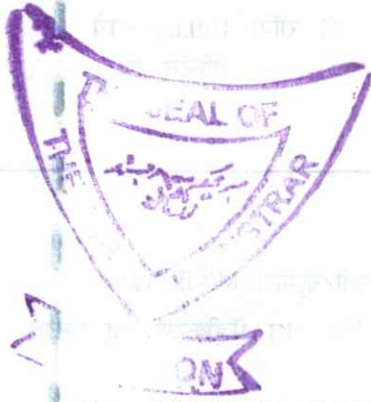


हरियाणा HARYANA

K 685904



COLLABORATION AGREEMENT

19204 ¹²
a

This COLLABORATION AGREEMENT is executed at Gurgaon on this 09 day of November, 2012

BETWEEN

M/s Blair Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

M/s Mandisa Developer Pvt. Ltd. a company registered under the provisions of the companies Act, 1956, having its registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi

MANDISA DEVELOPERS PVT. LTD.

Authorised Signatory

For Blair Developers Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Authorised Signatory

Maluma Developer P/ Ltd
MID

प्रलेख न: 19204

दिनांक 09/11/2012

डीड का नाम AGREEMENT	डीड संबंधी विवरण Amount..... 1000 Purpose/Use.....
तहसील/सब-तहसील गुडगावा	गांव/शहर हरसरु
भवन का विवरण	11 MAY 2012 MANISH KATHURIA STAMP VENDOR GURGAON (HARYANA)
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रुपये

Drafted By: S C Arora Adv

यह प्रलेख आज दिनांक 09/11/2012 दिन शुक्रवार समय 4:40:00PM बजे श्री/श्रीमती/कुमारी M/s Blair Developers पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 621 A 6th Floor Devika Towers 6 Nehru Place ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s Blair Developers Pvt Ltd etc thru Brij Kishor(OTHER), M/s mandisa Developers thru (OTHER)

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी thru- Sukhpal 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 S C Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv ggn

व श्री/श्रीमती/कुमारी M K Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gn ने की।

साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 09/11/2012



उप/संयुक्त पंजीयन अधिकारी
गुडगावा

hereinafter referred to THE **PARTY OF THE FIRST PART** through its Director/Authorized Signatory Mr. Brij Kishore Singh S/o Shri Bhagwat Singh (which expression shall mean and include legal heirs, Successors, nominees and assigns) being **Owners** herein.


AND

M/s Malvina Developers Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having it's registered office at Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli Gurgaon Road, Sushant Lok Phase I, Gurgaon 122002, hereinafter referred to as "**THE PARTY OF THE SECOND PART**" through its Director/Authorized Signatory **Mr. Gautam Bhalla S/o Shri Anil Bhalla** (which expression shall mean and include representatives, nominees, successors and assigns) acting through its Authorized Signatory being **Developer** herein.


WHEREAS THE PARTY OF THE FIRST PART has represented that they are the absolute owner and in possession of land admeasuring **259 Kanal 15.6 Marla (32.47 Acres)** in the revenue estate of **Village Harsaru, Tehsil and District Gurgaon** the details of which is given in **Schedule-I** annexed herewith (herein after referred to as the **said land**).

AND WHEREAS the PARTY OF THE FIRST PART have further represented that they have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s) or notifications under the land Acquisition act or any encumbrance of whatever kind over the said land and that the said land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature as per the approved Draft Plan.

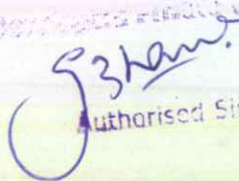
MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.


Authorised Signatory

For M/s Malvina Developers Pvt. Ltd.


Authorised Signatory



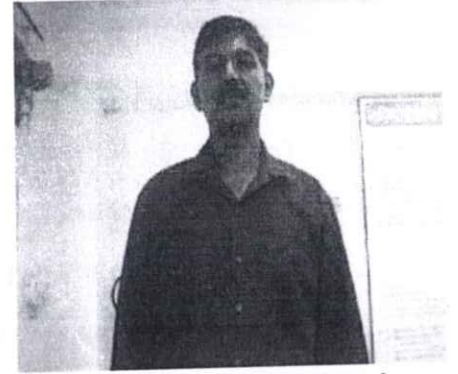
पेशकर्ता



दावेदार



गवाह



उप /सयुक्त पंचायत अधिकारी

पेशकर्ता

Brij Kishor



पेशकर्ता

दावेदार

thru- Sukhpal



गवाह

S C Arora



गवाह

M K Chauhan




AND WHEREAS THE PARTY OF THE SECOND PART is developer of repute and holds sufficient expertise in the development of colonies, Group Housing Schemes Commercial Towers, etc. and has developed various projects in and around Gurgaon and Delhi. THE PARTY OF THE SECOND PART is developing a Township and the said land is falling in and around the Township.

AND WHEREAS THE PARTY OF THE FIRST PART is now desirous of developing the said land but have financial constraints and also lack expertise in the development and construction and have accordingly approached the PARTY OF THE SECOND PART with a proposal of collaboration, wherein the PARTY OF THE SECOND PART shall develop the said Land.

AND WHEREAS THE PARTY OF THE SECOND PART has acceded to the request of the PARTY OF THE FIRST PART as the land of the PARTY OF THE FIRST PART can be used and developed for setting up of Plotted/Group Housing and both the Parties have therefore agreed to enter into the present Collaboration Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That as a result of this Collaboration Agreement as agreed herein, the Owner shall be entitled to **35%** of the permissible super built up area that may be available on the said land (**Owner's Share**) whereas the Developer shall be entitled to the remaining **65%** of the super built up area that may be available on the said land (**Developer's Share**) in case a Group Housing project is developed by the Developer or **1425 sq. yards** of plotted land per acre in case Plotted colony is developed by the Developer. The parties will divide their respective shares in the super built up area after the approval of the building plans of the proposed building by the competent authority, such division shall be subject to reconciliation at the time of the Developer making

MANDISA DEVELOPERS PVT. LTD.

BAF
Authorised Signatory

For Blair Developers Pvt. Ltd.

BAF
Authorised Signatory

Malvina Developers Private Limited

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Authorised Signatory

Reg. No.

19,204

Reg. Year

2012-2013

Book No.

1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 19,204 आज दिनांक 09/11/2012 को बही न: 1 जिल्द न: 13,018 के पृष्ठ न: 191 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,504 के पृष्ठ सख्या 3 से 5 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 09/11/2012


उप/सयुक्त पंजीयन अधिकारी
गुडगाँवा



an application for issue of occupation certificate, such reconciliation may be necessitated on account of any modification of Building Plans that may be required to be carried out during the period of construction. It is clarified that the within mentioned division will be carried out by the parties by demarcating their respective shares on a copy of the map approved by the competent authority and by signing thereupon in token of having accepted/agreed for the said division. Further as the Developer will maintain the proposed building, either itself or through any maintenance company nominated by it, the Owner shall have no role or right in such areas of the building as the roof, basement(s), areas used for housing maintenance equipment etc., open areas, green area and other such areas. However, the Owner will be entitled to have space for car parking as per the norms, in proportion to the Owner's share of super built up area in the proposed building..

2. That the original title deeds of the said land are hereby handed over to the PARTY OF THE SECOND PART as a security for ensuring performance of PARTY OF THE FIRST PARTS obligations under this Agreement.
3. That in lieu of this Agreement the PARTY OF THE FIRST PART do hereby grant the absolute, irrevocable authority and permission to the PARTY OF THE SECOND PART to develop the said land for the purpose as mentioned above and/or any other development as may be permissible under law and for that purpose has put the PARTY OF THE SECOND PART in absolute possession of the said land.

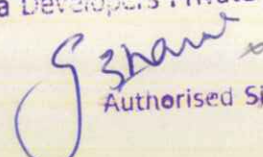
MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.


Authorised Signatory


Malvina Developers Private Limited


Authorised Signatory

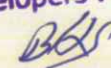


4. That it is agreed between the parties that the possession of the said land having been handed over to PARTY OF THE SECOND PART shall not be disturbed by PARTY OF THE FIRST PART or anyone claiming through them till completion of the project and thereafter, at any point of time. Any third party claim shall be defended by PARTY OF THE FIRST PART at their cost and PARTY OF THE FIRST PART shall also indemnify and keep the PARTY OF THE SECOND PART indemnified in respect of losses, damages or costs that may be incurred by the PARTY OF THE SECOND PART.
5. That the PARTY OF THE SECOND PART shall apply in its own name and obtain the requisite License, permissions, sanctions and approvals under the provisions of Haryana Development And Regulation Of Urban Areas Act, 1975 for development of the said land into a colony. The PARTY OF THE FIRST PART shall however, facilitate and assist the PARTY OF THE SECOND PART in applying and obtaining the said License. This Collaboration Agreement authorizes/ empowers the PARTY OF THE SECOND PART to apply and obtain the necessary Licenses, permissions, sanctions and approvals as desired by the PARTY OF THE SECOND PART for effectuating the completion of the project on the said land.
6. That the PARTY OF THE FIRST PART shall supply and provide all necessary documents as may be required to be submitted to the concerned authorities and also sign and execute any other documents, applications, affidavits, undertaking etc.
7. That all expenses involved in obtaining license, permissions and sanctions from concerned authorities shall be incurred and paid by the PARTY OF THE SECOND PART.


MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.


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Malvina Developers Private Limited


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For Blair Development Pty. Ltd.
Authorized Secretary

8. That on the requisite license being granted to the PARTY OF THE FIRST PART, the PARTY OF THE FIRST PART shall apply to the concerned authorities for grant of No Objection certificate/Permissions to transfer the title and license of the said Land in favor of the PARTY OF THE SECOND PART and/or its nominees along with the requisite licenses.
9. The PARTY OF THE FIRST PART shall thereafter be bound to transfer the title of the said land by way of sale deeds along with the requisite license for developing the same in favor of the PARTY OF THE SECOND PART and/or its nominees within 30 days from the date of grant of No Objection Certificate/Permissions.
10. That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions the PARTY OF THE FIRST PART specifically agrees that it shall not rescind from the terms of this Agreement at any stage and specifically after the grant of License/ Permissions. In the event of the PARTY OF THE FIRST PART backing out or rescinding from this Agreement, besides other rights, the PARTY OF THE SECOND PART shall be entitled to get the said agreement specifically enforced and claim damages at the risk and cost of the PARTY OF THE FIRST PART.
11. That in case the PARTY OF THE FIRST PART fails to execute the sale deed/s within a period of 30 days from the date of grant of no objection certificate/ permissions from appropriate authorities as agreed upon, the PARTY OF THE SECOND PART shall be entitled to get the sale deed/s executed and registered through court of law at the cost and expenses of the PARTY OF THE FIRST PART.

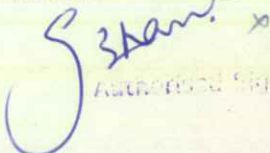
MANDISA DEVELOPERS PVT. LTD.


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For Blair Developers Pvt. Ltd.


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Malvina Developers Private Limited


Authorised Signatory



12. That the expenses for the registration and execution of the Sale Deed/s with respect to the said land in favor of the PARTY OF THE SECOND PART shall be borne by the PARTY OF THE SECOND PART and the expenses for the registration and execution of the sale deed with respect to the said developed plotted area in favor of the PARTY OF THE FIRST PART shall be borne by the PARTY OF THE FIRST PART.
13. That within a period of 60 months from the date of transfer of land and license in favor of the PARTY OF THE SECOND PART, the PARTY OF THE SECOND PART shall offer possession of the developed area to the PARTY OF THE FIRST PART and or its nominees.
14. The PARTY OF THE SECOND PART shall endeavor to allot in favor of the PARTY OF THE FIRST PART exact allocation of developed area however if due to the sizes of the developed area in the scheme, the exact developed area cannot be allotted in that event, the PARTY OF THE FIRST PART shall pay market price for the area allotted in excess of its allocation. In the event of the developed area being allotted to the PARTY OF THE FIRST PART is less than the area to be allotted to the PARTY OF THE FIRST PART, the PARTY OF THE FIRST PART shall be entitled to refund at the market rate, and thereafter the PARTY OF THE FIRST PART shall not have any claim left for that area. The size of the unit and the location of the unit will be determined by the PARTY OF THE SECOND PART but in no event the PARTY OF THE FIRST PART shall be entitled to claim the developed area in excess of its allocation as a matter of right.

MANDISA DEVELOPERS PVT. LTD.

Authorised Signatory

For Blair Developers Pvt. Ltd.

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Malvina Developers Private Limited

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15. That the PARTY OF THE FIRST PART agrees to execute separate Agreements on the standard format of the Buyers Agreement of the said developed area to be allotted by the PARTY of the SECOND PART in lieu of the said land and further agrees to abide by the terms of the same. It is agreed that on the request of the PARTY OF THE FIRST PART the developed area may be directly allotted and conveyed in favor of the nominees of the PARTY OF THE FIRST PART. The expenses for the registration and execution of the sale deed with respect to the said developed area in favor of the PARTY OF THE FIRST PART and/ or nominees of the PARTY OF THE FIRST PART shall be borne by the PARTY OF THE FIRST PART and/or the said nominees only as the case may be.
16. That the parties have agreed that in the event, the developed area is conveyed vide sale deed in favor of the PARTY OF THE FIRST PART charges relating to External Development and Infrastructure Development shall be borne by the PARTY OF THE SECOND PART. If however on the request to the PARTY OF THE FIRST PART the developed area is directly conveyed in favor of their nominees within a period of 5 years from the date of the allotment, the said nominees shall be liable to pay all the EDC, IDC and other charges as payable directly to the PARTY OF THE SECOND PART.
17. That the PARTY OF THE FIRST PART has declared and represented to the PARTY OF THE SECOND PART that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, unauthorized occupation, notifications, claims and litigations whatsoever and that there are no breaches, from local authority or any other authority in respect of the said land and that the PARTY OF THE FIRST PART shall keep the said land free from all encumbrances till the duration and full implementation of this Agreement in all respects and the PARTY OF THE SECOND PART has entered

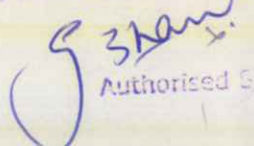
MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.


Authorised Signatory

Malvina Developers Private Limited


Authorised Signatory



into this Agreement relying/acting upon these declarations and representations/ undertaking of the PARTY OF THE FIRST PART. Any defect in the title resulting in the decrease in the area of the said land shall also result in proportionate decrease in the area of the said developed plotted area to be allotted to the PARTY OF THE FIRST PART. The PARTY OF THE SECOND PART reserves its right to carry out due diligence in respect to the said land before execution and registration of Sale Deed with respect to the said land in favor of the PARTY OF THE SECOND PART.

18. That in case before the execution and registration of sale deeds in respect of the land being sold by the PARTY OF THE FIRST PART in favor of the PARTY OF THE SECOND PART, any Notification of the Land Acquisition act is found to be issued by the Haryana Government then this agreement may be cancelled at the sole discretion of the PARTY OF THE SECOND PART

19. That the PARTY OF THE FIRST PART realizes that the allotment of developed area is subject to receipt of License/ approval from the concerned authority and agrees not to hold the PARTY OF THE SECOND PART liable/ responsible in any manner whatsoever for non receipt/ refusal of permission.

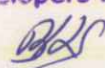
20. That if there be any claim, demand, tax, litigation of any kind against the land owners, then it is a condition of this agreement that PARTY OF THE FIRST PART shall see to it that work of development shall not be stopped prevented, obstructed or delayed in any manner.

21. That the PARTY OF THE FIRST PART shall not in any manner interfere with work of development, marketing and sale of the developed plots or constructed properties by the PARTY OF THE SECOND PART.

MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.



Authorised Signatory


Authorised Signatory



22. That the PARTY OF THE FIRST PART undertakes not to do or cause to be done any act, deed or thing which may in any manner contravene the terms and conditions of this Agreement and shall ensure to keep the said land free from all sorts of encumbrances, liens, charges etc till they said land is transferred to the PARTY OF THE SECOND PART.
23. In the event of non performance of terms and conditions of this agreement by any party, the other party shall be entitled to get the same enforced against the defaulting party through court of law.
24. That the parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this agreement.
25. That failure of PARTY OF THE SECOND PART to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be waiver of any provisions of the right to enforce such provisions.
26. That if any provision of this agreement shall be determined to be void or unenforceable under applicable laws; such provision shall be deemed to be deleted or amended insofar as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to the applicable laws and remaining provisions of this agreement shall remain valid and enforceable.

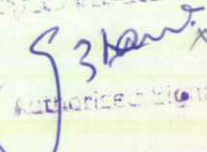
MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.


Authorised Signatory

Mandisa Developers Private Limited


Authorised Signatory



27. In the event of any dispute or difference arising between the parties hereto relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15(fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agreed upon in writing. However, in the event such disputes/ differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a sole arbitrator to be nominated by the party of the second part whose decision shall be binding on both the parties. The party of the First part hereby confirms that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and conciliation Act, 1996 or any statutory amendments/ modifications thereto for the time being in force and the place of arbitration shall be Gurgaon, Haryana. This agreement shall be construed and interpreted by the laws of India. The courts at Gurgaon and the Punjab & Haryana High court at Chandigarh shall alone have the jurisdiction.

MANDISA DEVELOPERS PVT. LTD.


Authorised Signatory

For Blair Developers Pvt. Ltd.


Authorised Signatory

Malvina Developers Private Limited

Authorised Signatory



THIS AGREEMENT has been executed by the parties on the day, month and year hereinabove mentioned, after admitting its contents to be agreed and they will remain bound by it.

Drafted by me
S.C. ABORA
Advocate
District Courts, Gurgaon

For Blair Developers Pvt. Ltd.



Brij Kishore Singh

(Authorised Signatory)

Witnesses:


S. C. Abora
Advocate

Name: _____
District Courts, Gurgaon

Address: _____

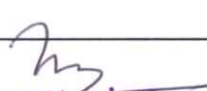
For Mandisa Developers Pvt. Ltd.



Brij Kishore Singh

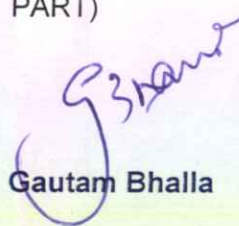
(Authorised Signatory)

Owners – PARTY OF THE FIRST PART

Name: _____


Address: _____
Manish K. Chauhan
Advocate, Gurgaon

For **M/s Malvina Developers Pvt. Ltd**
(DEVELOPER -PARTY OF THE SECOND
PART)

x 
Gautam Bhalla

(Authorised Signatory)



MASSACHUSETTS
COMMONWEALTH

MASSACHUSETTS

MASSACHUSETTS

MASSACHUSETTS

Details of Land in Village : - Harsaru Tehsil & Distt. Gurgaon.

SCHEDULE - I

Khewat / Khata No.	Name of the Company	Mustil No.	Killa No.	Area		Part / Salam	Area Purchased		Registry No / Date	Mutation No. / Date
				K	M		K	M		
776/884	M/s Blair Developers Pvt. Ltd.	25	21	8	0	Salam	8	0	8897/6-7-12	4064/8-8-12
777/887	Flat No 621 A, 6th Floor, Devika Towers, 6, Nehru Place New Delhi									
11/11	M/s Blair Developers Pvt. Ltd.	44	12	8	0	Salam	24	0	11427/6-8-12	4077/30-8-12
			13	8	0					
			18/1	4	0					
			19/1	4	0					
			Total	24	0					
334/377	M/s Blair Developers Pvt. Ltd.	41	11	8	0	1/9	19	1.2	11938/13-8-12	4084/30-8-12
			24	8	0					
			20	8	0					
			23	8	0					
			25	8	0					
			21	8	0					
			22	8	0					
		42	15	8	0					
			16	8	0					
			17	8	0					
			18	8	0					
			19	8	0					
			25	8	0					
			6	8	0					
			23	8	0					
			24	8	0					
			22	8	0					
		56	2	8	0					
			3	8	0					
			4	8	0					
			5	8	0					
			9/1	3	11					
			Total	171	11					

MANDISA

For Blair Developers Pvt. Ltd.

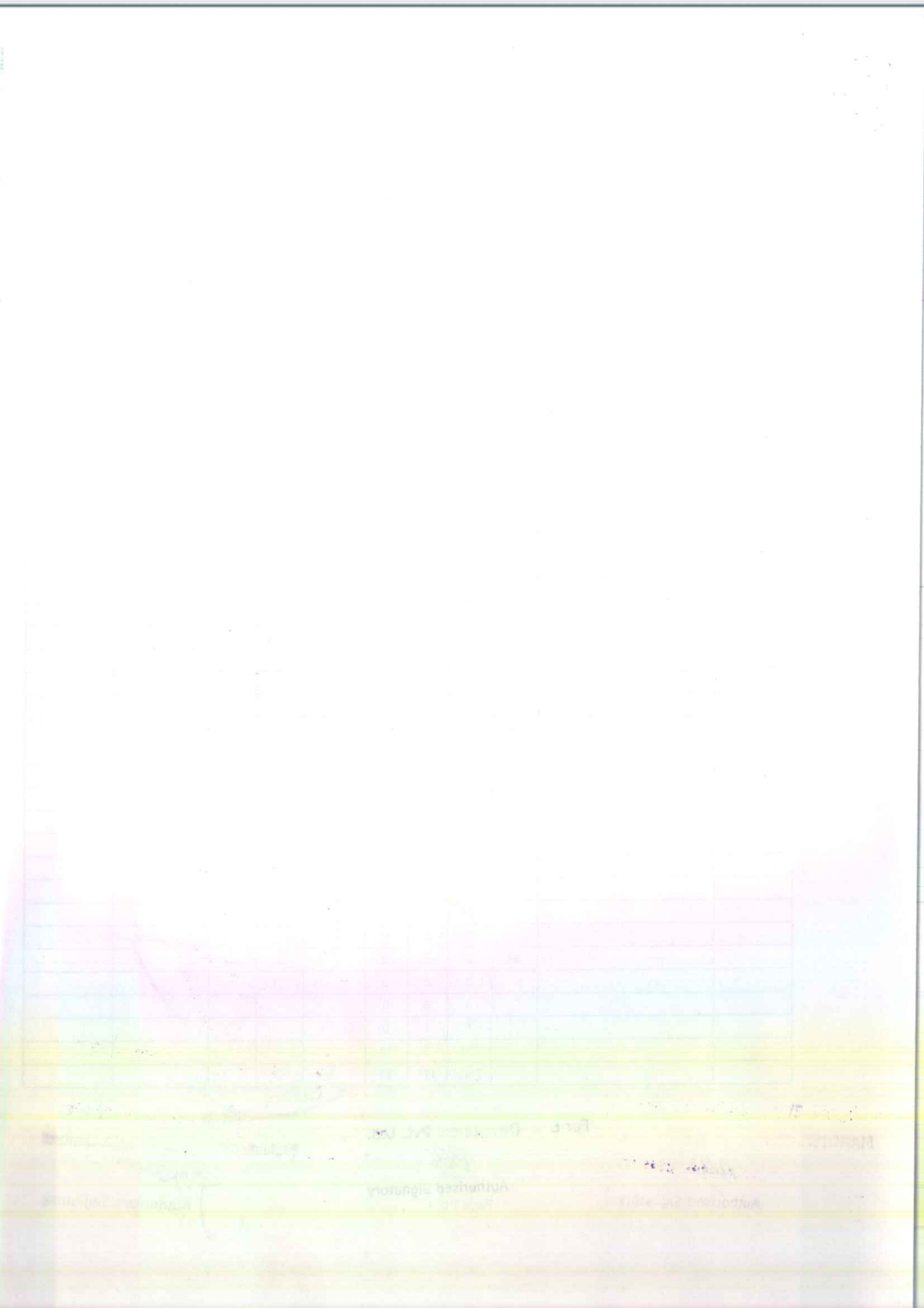
Malvika Developers Private Limited

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Authorised Signatory

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Page 1 of 4

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Authorised Signatory





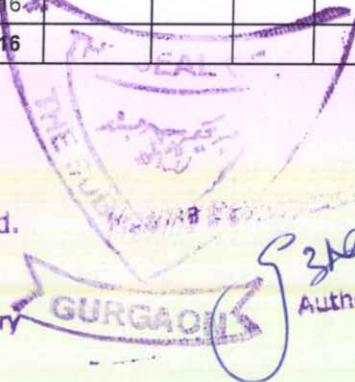
Khewat / Khata No.	Name of the Company	Mustil No.	Killa No.	Area		Part / Salam	Area Purchased		Registry No / Date	Mutation No. / Date
				K	M		K	M		
607/690	M/s Blair Developers Pvt. Ltd.	42	7/2	2	2	1/9	3	6.4		
			11	8	0					
			12	8	0					
			13	8	0					
			14/1	3	16					
			Total	29	18					
309/352	M/s Blair Developers Pvt. Ltd.	20	1	7	4	Salam	88	5	12782/24-8-12	4088/28.09.12
			2	7	4					
			9	7	12					
			10	8	0					
		21	5	7	2					
			6	8	0					
			7	10	8					
			11	2	9					
			12	6	6					
			13	8	0					
			14	8	0					
			15	8	0					
			Total	88	5					
230/269	M/s Blair Developers Pvt. Ltd.	43	6	7	12	Salam	22	18	13232/29-8-12	4091/5-9-12
			7/2	6	13					
			7/1	1	7					
			13/2	3	13					
			14/1	3	13					
			Total	22	18					
82/88	M/s Blair Developers Pvt. Ltd.	19	12	8	0	206/376	10	6	-	4139/25.10.12
			13	8	0					
			14/1	2	16					
			Total	18	16					

MANDISA DEVELOPERS PVT. LTD.

Authorised Signatory

For Blair Developers Pvt. Ltd.

Authorised Signatory



Authorised Signatory

Khewat / Khata No.	Name of the Company	Mustil No.	Killa No.	Area		Part / Salam	Area Purchased		Registry No / Date	Mutation No. / Date
				K	M		K	M		
177/206	M/s Blair Developers Pvt. Ltd.	19	10	8	0	160/1310	8	0	14924/17-9-12	4110/28.09.12
			11	8	0					
		20	3/2	1	11					
			6	8	0					
			7	8	0					
			8	8	0					
			13/2	4	12					
			14	8	0					
			20/2	3	7					
		21	18	8	0					
			Total	65	10					
440/507	M/s Blair Developers Pvt. Ltd.	5	16/2	0	9	Salam	20	8	-	
			17/2	0	5					
			19/2	7	8					
			20/1	2	3					
			21/2	2	3					
			22	8	0					
			Total	20	8					
33/35	M/s Blair Developers Pvt. Ltd.	17	12/2	3	1	Salam	3	12	15461/25-9-12	4116/28.09.12
			13/1/2	0	11					
			Total	3	12					
32/34		17	11	7	8	3/148	0	3		
113/125		17	20	6	16	Salam	11	1		
			21/1	3	6					
		18	16/2/3	0	19					
			Total	11	1					
371/429	M/s Mandisa Developers Pvt.	5	23/1	3	7	Salam	3	7	15212/20-9-12	4114/28.09.12
	Ltd., Flat No 621 A, 6th Floor,									
	Devika Towers, 6, Nehru									
	Place New Delhi									

MANDISA DEVELOPERS PVT. LTD.

Authorised Signatory

For Blair Developers Pvt. Ltd.

Authorised Signatory

Mandisa Developers Private Limited

Authorised Signatory

Khewat / Khata No.	Name of the Company	Mustil No.	Killa No.	Area		Part / Salam	Area Purchased		Registry No / Date	Mutation No. / Date
				K	M		K	M		
82/88	M/s Mandisa Developers Pvt. Ltd.	19	12	8	0	68/376	3	8	-	4139/25.10.12
			13	8	0					
			14/1	2	16					
			Total	18	16					
281/324	M/s Mandisa Developers Pvt. Ltd.	7	17	1	16	80/824	2	2.3	15180/20-9-12	4112/28.09.12
			23	6	2					
			24	8	0					
		10	4/2	5	18					
			Total	21	16					
282/325		7	16	6	0	80/824	1	17.7		
			22	1	4					
			25	8	0					
		10	5	4	4					
			Total	19	8					
50/53	M/s Mandisa Developers Pvt. Ltd.	86	13/3	6	0	Salam	6	0	15832/28-9-12	4117/28.09.12
67/73	M/s Mandisa Developers Pvt. L	28	11	8	0	Salam	24	0	16347/5-10-12	4126/10.10.12
			12	8	0					
			20	8	0					
			Total	24	0					
Total							259	15.6		

Or 32.47 Acres

MANDISA DEVELOPERS PVT. LTD.

[Signature]
Authorised Signatory

For Blair Developers Pvt. Ltd.

[Signature]
Authorised Signatory

GURGAON
Mandisa Developers Private Limited
[Signature]
Authorised Signatory

BLAIR DEVELOPERS PRIVATE LIMITED

Regd. Office: Flat No. 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
BLAIR DEVELOPERS PRIVATE LIMITED ON OCTOBER 01, 2012.

**TO ENTER INTO COLLABORATION AGREEMENT / AGREEMENT FOR SALE OF
DEVELOPMENT RIGHTS WITH VATIKA LIMITED**

"RESOLVED THAT consent of the Board be and is hereby accorded to enter into Collaboration Agreement / Agreement for Sale of Development Rights with M/s. Vatika Limited (VL) for developing the plots of lands owned by the Company into a residential township/Group Housing and also to sell the areas/plots, assignment, transfer and to create lien/mortgage/charge in favour of third party(ies).

RESOLVED FURTHER THAT Mr. Anil Bhalla, Mr. Gautam Bhalla and Mr. Brij Kishore Singh, Authorised Signatories of the Company, be and are hereby severally authorised to sign and execute the above said agreement(s).

RESOLVED FURTHER THAT as per terms of above mentions agreement(s), Vatika Limited may be authorized to make a Scheme of Development and alongwith other necessary document(s)/paper(s) and to submit the same with the Office of The Director, Town and Country Planning, Chandigarh and/or HUDA, Gurgaon for taking necessary approvals and to launch the proposed project and to receive the bookings etc. and to do all such acts, deeds and things as may be required or considered necessary in this regard."

Certified to be true

For Blair Developers Private Limited



(Director)



MANDISA DEVELOPERS PRIVATE LIMITED

Regd. Office: Flat No. 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019

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Certified to be true

For Mandisa Developers Private Limited



(Director)



MALVINA DEVELOPERS PRIVATE LIMITED

Regd. Office: Flat No. 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi 110 019

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
MALVINA DEVELOPERS PRIVATE LIMITED ON OCTOBER 01, 2012.

**TO ENTER INTO COLLABORATION AGREEMENT / AGREEMENT FOR SALE OF
DEVELOPMENT RIGHTS WITH VATIKA LIMITED**

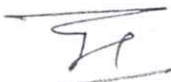

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Certified to be true

For Malvina Developers Private Limited


(Director)


THE UNIVERSITY OF CHICAGO

