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Sr. No. 90 Dated 7<sup>6</sup>7<sup>13</sup>

Certified Under Section 42 of the Indian Stamp Act 1889,

That Stamp Duty of the amount of Rs. ₹ 7 *eiDD*

(Rupees tilh 4e/614 def/e-djt-<sup>9</sup>1 r1<sup>1</sup>9<sup>1</sup>)

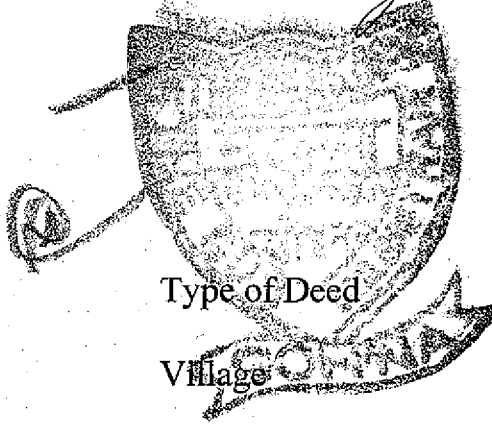
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vide Treasury Challan No. 1

Dated 6/5/13 for \_\_\_\_\_

in favour of Agreement



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Type of Deed : Collaboration Agreement  
Village : Behrampur  
Stamp Duty : 87,12,000/-  
Stamp No. & Date : 90, dated 06.05.2013  
Sub-Treasury, Sohna

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| <br>Base E ports Private Limited      | <br>Adson oftware Private Limited        | <br>Aspira Builders Private Limited     | <br>Bull Realtors Private Limited |
| <br>Fiverive Township Private Limited | <br>Fiveriv s Developers Private Limited | <br>Comm9inder Realtors Private Limited |                                   |

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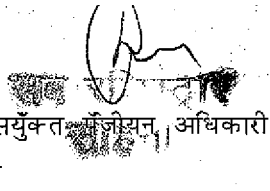
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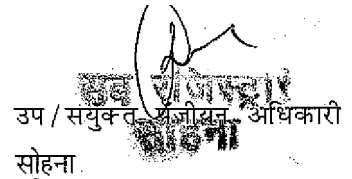
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COLLABORATION AGREEMENT

This Collaboration Agreement (this "Agreement") is made at Gurgaon on this 6<sup>th</sup> May, 2013 amongst:

IREO PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "IREO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal, duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **FIRST PART**

AND

WATSONIA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> Floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as "WDL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its assigns, successors and administrators) acting through its authorized signatory Mr. Suhas Kulkarni, duly authorized *vide* its board resolution dated 6<sup>th</sup> May, 2013, being Party of the **SECOND PART**

AND

ORNAMENTAL REALTORS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049 (hereinafter referred to as "Project Land Owner-I", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **THIRD PART**;

AND

BTVS BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017 (hereinafter referred to as "**Project Land Owner-II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **FOURTH PART**;

AND

  
Ire° Private Limited

  
Watsonia Developers Private Limited

Ornamental Realtors Private Limited

BTVS Buir1viell Private Limited

Base Exp s Private Limited

  
Adson Software Private Limited

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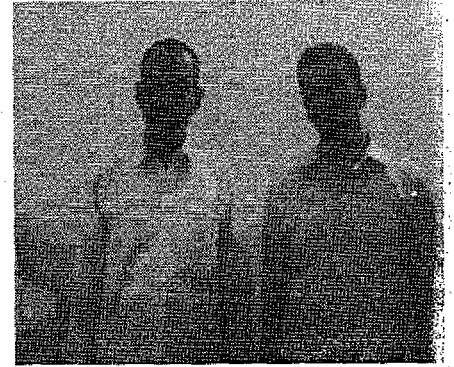
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पेशकर्ता



दावेदार



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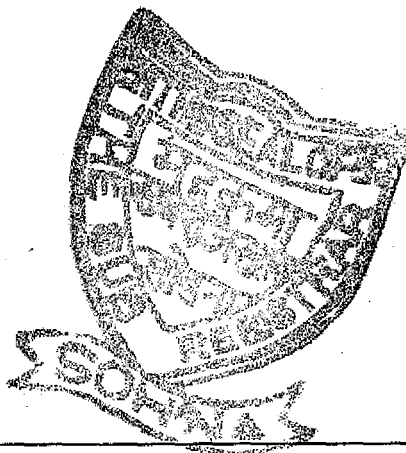
पेशकर्ता	Sharad Agrawal 	
दावेदार	Thru-Suhas Kulkarni 	
गवाह	Shri Chand Lamberdar 	
गवाह	Sanjay R Bhagat 	

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**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as "**Project Land Owner-III**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **FIFTH PART**;

**AND**

**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049 (hereinafter referred to as "**Project Land Owner-IV**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **SIXTH PART**;

**AND**


**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi — 110015 (hereinafter referred to as "**Project Land Owner-V**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **SEVENTH PART**;

**AND**

**BULLS REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049 (hereinafter referred to as "**Additional Land Owner-I**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **EIGHT PART**;

**AND**

**FIVERIVERS TOWNSHIP PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex New Delhi — 110015 (hereinafter referred to as "**Additional**

 Ireo Private Limited	Watsonia Developers Private Limited	Ornament 1 Realtors Private Limited	BTVS Bui well Private Limited
Base Exps Private Limited U	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
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**Land Owner-II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **NINTH PART**;

**AND**

**FIVERIVERS DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as "**Additional Land Owner-III**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **TENTH PART**;

**AND**

**COMMANDER REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049 (hereinafter referred to as "**Additional Land Owner-IV**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid duly authorized *vide* its board resolution dated 6th May, 2013, being Party of the **ELEVENTH PART**;

("Project Land Owner-1" to "Project Land Owner-V" are hereinafter jointly referred to as the "**Project Land Owners**")

("Additional Land Owner-1" to "Additional Land Owner-1V" are hereinafter jointly referred to as the "**Additional Land Owners**")

("Project Land Owners" and the "Additional Land Owners" are hereinafter jointly referred to as the "**Land Owners**")

(All parties to this Agreement i.e. the Land Owners, IREO and the WDL are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as a "**Party**").

**WHEREAS IREO HAS REPRESENTED TO WDL THAT:**


A) The Land Owners are the owners of certain parcels of lands, which in aggregate form a contiguous parcel of land ad-measuring 158 Kanal 1 Marla i.e. 19.75625 acres in Village; Behrampur, Tehsil; Sohna and District Gurgaon in Sector — 59, Gurgaon hereinafter referred to as the "**Total Lands**"). The Total Lands are more particularly

Free Private Limited	Watsonia Developers Private Limited	Ornamenta Realtors Private Limited	BTVS Builders Private Limited
Base Exports Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverivers Developers Private Limited	Commander Realtors Private Limited	

described in Schedule-I to this Agreement and delineated on the plan in Purple and Green colour, which is Schedule-II. The Project Lands (as defined hereinafter) and the Additional Lands (as defined hereinafter) are parts of and together constitute the Total Lands.

- B) The Land Owners are vested with absolute ownership and clear and marketable title to the Total Lands, free from any Encumbrance (as defined herein) with absolute and complete possessory rights and entitlements. The Land Owners are the recorded owners and in possession of the Total Lands in all governmental records including the Record of Rights. The description of title and the current mutations in the Record of Rights vesting the Total Lands in favour of the Land Owners are detailed in Schedule-IV to this Agreement;
- C) The Land Owners have granted absolute development rights to IREO in respect of the Total Lands by and under the Development Agreements detailed in Schedule-IV of this Agreement (the "**Land Owners-IREO Development Agreements**"). The Land Owners-IREO Development Agreements have been duly executed and are binding and irrevocable in nature. There are no facts or circumstances in existence and no events have occurred which render the Land Owners-IREO Development Agreement void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason, and in particular without limitation by reason of lack of consideration, influence, coercion, duress, default, fraud or misrepresentation. As a concomitant part of the rights vested in IREO under the Land Owners-IREO Development Agreements, IREO is in possession of the Total Lands. Further, IREO is vested with the entitlement to grant the development rights to WDL as granted under this Agreement, subject to a prior intimation to the Land Owners.
- D) The Director Town and Country Planning, Haryana ("**DTCP**") has granted a License bearing no. 16 of 2008 dated 31<sup>st</sup> January, 2008 (the "**License**") under the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 for development of a Group Housing Colony on lands measuring 17.55 acres (the "**Project Lands**") out of the Total Lands. The Project Lands are more particularly described in **Schedule-1** to this Agreement and delineated on the plan in purple colour, which is **Schedule-II** to this Agreement. The License has been renewed up-to 30<sup>th</sup> January, 2014 by and under Memo no. LC-1042-7E (B)/2012/9113 dated 28<sup>th</sup> May, 2012 issued by the DTCP (the "**License Renewal Memo**"). The Project Lands are owned by the Project Land Owners.

An area measuring 6.118 acres out of the Project Lands is coming under roads. Hence, the actual area over which the Project (as defined later) can be developed is **11.5** acres. Details of the lands that are coming under roads is provided in **Schedule-I**. The Subject Lands (as defined hereinafter) are a contiguous land parcel out of the Project Lands.

 Deo Private Limited	Watsonia Developers Private Limited	Ornamental Realtors Private Limited	BTVS Buildwell Private Limited
Base Exports Private Limited	Adson Software private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiveriver township Private Limited	Five rivers Developers Private Limited	Commoner Realtors Private Limited	




The Subject Lands have a proper access through a proposed motorable sector road having a width of 60 meters (with 12 meter wide service road) and a proposed 24 meters wide road. No road traverses through the Subject Lands, except a revenue rasta of 11 feet width as provided in clause 9.2.2 (f) below.

- F) As per the prevailing Applicable Law, the total residential FSI available/permissible on the Project Lands as part of the Project (defined hereinafter as the development of group housing colony and all other appurtenant facilities, amenities and infrastructure required / permitted to be developed on the Project Lands under the License and Applicable Law and as per the norms set out in the Zoning Plan) is 1197268 square feet equivalent to 111230 square meters ("**Total Project FSI**").

**AND WHEREAS** IREO is developing various other projects and townships around the Project and also undertaking infrastructure development works around the Project and selling units / saleable area in the said projects. However, IREO is also keen to gain best industry practices from other reputed developers, which will assist in delivering good products in the market. This will also result in accelerating the process of development, which IREO intends to undertake in the said area. Thus, IREO has been discussing with WDL, whose parent company: Mahindra Lifespace Developers Limited, a part of Mahindra Group and an Indian multinational group, has the requisite expertise and has undertaken and is currently developing similar projects across India, for development of a part of the Project i.e. Project—Subject Lands (as defined later in this Agreement) as a single project, with WDL and IREO undertaking separate and specific construction works, activities, roles and responsibilities on / with respect to the Project-Subject Lands.

**AND WHEREAS** IREO being vested with absolute development rights in respect of the Project under the Land Owners-IREO Development Agreements, has agreed to grant and transfer part of its obligations, rights and entitlements in favour of WDL, to enable WDL to undertake its part of the development and construction activities on the Project-Subject Lands, as per the terms and conditions of this Agreement. The Parties will be vested with separate and identified rights, entitlements and obligations as provided herein.

**NOW THEREFORE**, IREO and WDL, with the Land Owners being part of the confirming party hereto, have, in accordance with the terms of this Agreement, agreed to come together to develop the Project-Subject Lands on a portion of the Project Lands i.e. lands admeasuring 46 Kanals 7 Marlas (5.794 acres) out of the Project Lands (hereinafter referred to as the "**Subject Lands**") and the Additional Lands (as defined hereinafter), subject to the conditions as set out in this Agreement. The Subject Lands are more particularly described in **Schedule-I** to this Agreement and delineated in purple colour on the plan which is **Schedule-III** to this Agreement.

 Ireo Private Limited	Watsonia Developers Private Limited	Ornamental Realtors Private Limited	BTVS Bui well Private Limited
Base Expos Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiveriveij Township Private Limited	Fiverivers Developers Private Limited	Commercial Realtors Private Limited	

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

## I. DEFINITIONS AND INTERPRETATION

**1.1. Definitions** - In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

**"Additional Lands"** shall mean and refer to lands measuring 17 Kanals and 13 Marlas (2.20625 acres), as more specifically detailed in **Schedule-I** and delineated in Green colour in the plan attached as **Schedule-II**. The Additional Lands are a part of the Total Lands, and the Project Lands and the Additional Lands in aggregate comprise of the Total lands.

- (ii) **"Additional Refundable Security Deposit"** shall have the meaning ascribed to it in Clause 8.2 (vii) herein.
- (iii) **"Affiliate"**, shall mean in relation to any Party, any person that controls, is controlled by or is under the common control with, that Party, as the case may be and shall include the parent and subsidiary company(ies);
- (iv) **"Agreement"** shall mean this Collaboration Agreement including **all** Schedules and Annexures attached hereto or incorporated herein by reference, **as** may be amended / supplemented by the Parties from time to time in writing;
- (v) **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, including the Foreign Direct Investment policies, rules and regulations and other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (vi) **"Approvals"**, means and refer to all permissions, including, no objection certificates, clearances, permits, building sanction plans, sanctions, exemptions, approvals including but not limited to Airports Authority of India, Pollution Control Board, Ministry of Environment & Forest, Fire departments, BR-III, Mining, Forest, Indian Green Building Council, Aravali clearance, irrigation, Public Works Department, Indian Railways, Municipal Corporation, National Highways Authority of India, Ground water clearance, Haryana Urban Development Authority approvals, Town and Country

  
Ireo Private Limited

Watsonia Developers Private  
Limited

Ornament Realtors  
Private Limited

BTVS Buildwell Private  
Limited

Base Exports Private  
Limited

Adson Software Private Limited

Aspirant Builders  
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Bulls Realtors Private  
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Fiverivers Township  
Private Limited

Fiverivers Developers Private  
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Commande Realtors  
Private Limited






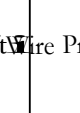
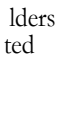




Planning, local bodies, building plan sanction / approval, occupation certificate, completion certificate etc., required from any Governmental Authority or from any other person, as the case may be, for the acquisition, construction, development, ownership, occupancy, operation, management, leasing, disposal, transfer of or creation of third party interest and shall include without limitation all approvals relating to or pursuant to sanction of layout plans, building sanctioned plans, environment, cutting of trees, drawing of water, height, commencement certificates and the occupation certificates required in relation to the construction, development, occupation and sale of the Project-Subject Lands;

- (vii) **"Balance Security Deposit"** shall have the meaning ascribed to it in Clause 5.1(ii) herein;
- (viii) **"Density-Additional Lands"** shall mean 473 persons;
- (ix) **"Density-Project Lands"** shall mean the total density available over the Project Lands, being 4712 persons for the Project Lands;
- (x) **"Density-Remaining Lands"** shall mean the total density out of the Density-Project Lands that shall be available / utilized for construction / development on the Project-Remaining Lands over the Remaining Lands, being 1800 persons;
- (xi) **"Density-Subject Lands"** shall mean the total density out of the Density-Project Lands that shall be available / utilized for construction / development on the Project-Subject Lands over the Subject Lands, being 2912 persons;
- (xii) **"DTCP"** shall mean the Director, Town and Country Planning, Haryana.
- (xiii) **"ECC"** shall mean and refer to Electricity Connection Charges;
- (xiv) **"EDC"** shall mean and refer to External Development Charges.
- (xv) **"Effective Date"** shall mean the date of registration of this Agreement and WDL-GPA;
- (xvi) **"Encumbrance"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, what's ever, including restriction on

 freo Privat Limited	Watsonia De lopers Private Limited	OrnamentairRealtors Private Limited	BTVS Buil well Private Limited
Base Expo ts Private Limited	Adson Softw re Private Limited	Aspirant Bui Private Limi ed	Bulls Real rs Private Limited
Fiveriver4jrownship Private Lihited	Fiverivers D elopers Private Limited	Commander ealtors Private Limit	

use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

- (xvii) **"Escrow Account"** shall have the meaning ascribed to it in clause 5.1(1);
- (xviii) **"EWS Units"** shall have the meaning ascribed to it in clause 3.14.1 below;
- (xix) **"FSI"** means Floor Space Index;
- (xx) **"FSI-Additional Lands"** shall mean 120000 square feet (equivalent to 11148 square meter) of HI out of the Total Project FSI;
- (xxi) **"FSI-Remaining Lands"** shall mean 457268 square feet (equivalent to 42482 square meter) of FSI out of Total Project FSI;
- (xxii) **"FSI-Subject Lands"** shall mean 740000 square feet (equivalent to 68748 square meter) of FSI out of the Total Project FSI, as also provided in Clause 2.6 of this Agreement, and any addition to the same in accordance with the terms of this Agreement;
- (xxiii) **"Government Authority(ies)"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal,/ HUDA/local authority/DTCP having jurisdiction over any matter pertaining to the construction, development and sale of the Project, Project-Subject Lands and the Project-Remaining Lands;
- (xxiv) **'IBMS'** shall mean Interest Bearing Maintenance Security;
- (xxv) **"IDC"** shall mean and refer to Infrastructure Development Charges;
- (xxvi) **'IFMS'** shall refer and mean to Interest Free Maintenance Security;
- (xxvii) **"IREO's BUA"** shall have the meaning assigned to it in Clause 4.1 herein;

 Ireo Private Limited	 Watsonia Developers Private Limited	 Ornament Realtors Private Limited	 BTVS Bin well Private Limited
 Base Exports Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Realtors Private Limited II
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited	 Cornmancll Realtors Private Limited	


(xxviii) "IREO's Costs" shall mean any and all costs, charges, stamp duties, fees, expenses or payments of any nature or description whatsoever, towards the following -

- (a) towards IREO Obligations under this Agreement.
- (b) towards compliance of IREO Obligations of obtaining any Approval required in respect of the entire Project as mentioned in terms of this Agreement;
- (c) towards compliance of IREO Obligations to obtain any re-approval, renewal, extension or modification of any Approval including the License in respect of the Project in terms of this Agreement;
- (d) all taxes, cesses, land revenue payable to the concerned authorities in respect of the Total Lands during the construction and implementation of the Project;

(xxix) "IREO Obligations" shall mean the following;

- (a) IREO-Subject Lands Development Obligations;
- (b) To incur all IREO's Costs;
- (c) Not to do any act of omission or commission in relation to the Remaining Lands or otherwise that would prejudice the development or construction of the Project-Subject Lands or would have an effect of withholding or denying permission to occupy the WDL's BUA or IREO's BUA;
- (d) To construct and develop Remaining Lands-EWS Units and School in accordance with Clause **3.14.1 and 3.15 below**;
- (e) To obtain all Approvals in respect of the Project in a timely manner and as may be required by WDL;
- (f) To make best endeavour to shift the revenue rasta out of the Subject Lands in accordance with Clause 3.7.1 below;
- (g) To get the renewal of the Licence and all other Approvals in a timely manner as per conditions as set out in Clause 3.7.5 below;

  
Deo Private Limited

  
Watsonia Developers Private Limited

Ornamental Realtors  
Private Limited

BTVS Builders Private  
Limited

Base EXP4.tS Private  
Limited

Adson Software Private Limited

Aspirant Builders  
Private Limited

Bulls Realtors Private  
Limited

Fiverivers ownership  
Private Limited

Fiverivers Developers Private  
Limited

Commander Realtors  
Private Limited

- (h) To maintain the norms for FSI-Remaining Lands and Density Remaining Lands as prescribed in Clause 2.7 of this Agreement;
- (i) To permit WDL to enter upon and exercise such control over the Subject Lands as required for the purposes of exercising the WDL Rights and WDL-Subject Lands Development Obligations;
- (j) To require Land Owners to transfer title in Saleable Area of the WDL's BUA and the proportionate share in Subject Lands and if required under Applicable Law in Total Lands, in favor of the allottees of the WDL's BUA and to execute all documents thereof in a timely manner in accordance with the contracts / arrangements between WDL and the allottees / purchasers, at the cost, risk and expense of WDL;
- (k) To execute all necessary legal and statutory writings, agreements and documents for exercise of the WDL Obligations and WDL Rights and for sale of the WDL's BUA, as and when and in the manner / format that may be required by WDL, and to require the Land Owners to do the same;
- (l) To pay service tax as may be applicable on this Agreement;
- (m) To maintain unencumbered title / ownership of the Land Owners on the Total Lands;
- (n) To refund the Refundable Security Deposit to WDL in accordance with clause 5.2 of this Agreement. To maintain the bank instructions in accordance with clause 6.2 (iii) for transfer of the Net Sales Revenue of IREO's BUA to WDL at all times;
- (o) To ensure that the WDL GPA provided in accordance with Clause 3.11 of this Agreement and authorizations that may be provided in furtherance to Other Documents subsist and continue at all times;
- (p) To observe at all times all laws, regulations and notifications dealing with all the workers engaged for the IREO-Subject Lands Development Obligations, including payment of their dues, wages, gratuity, cess, taxes, benefits, claims, working conditions, safety, accidents, complaints, litigation in respect thereof;

(q) To observe and shall be responsible and liable for all customers/allottees of any units/area in the Project-Subject Lands and all

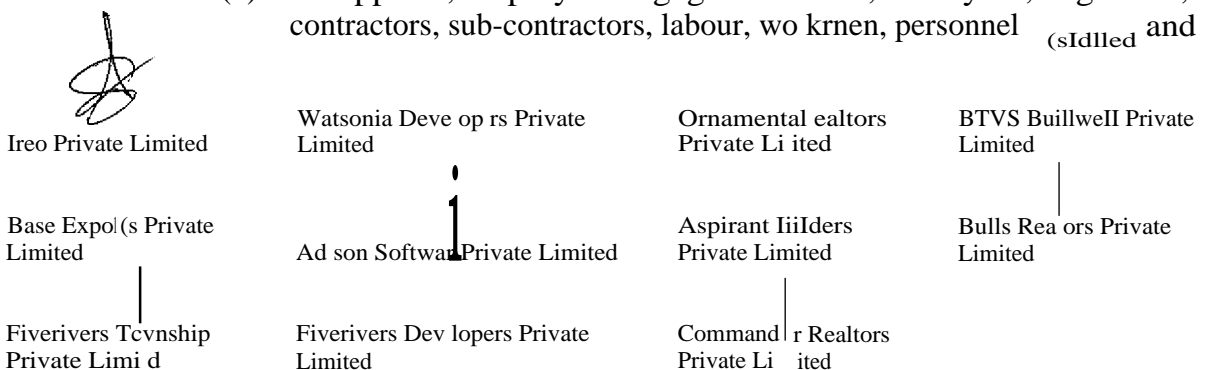
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Base Expts Private Limited	Adson Sotitfrare Private Limited	Aspirant Builders Private Limited	Bulls itealtors Private Limited
Fiverivers Township Private Limited	Fiverivers Developers Private Limited	Comman r Realtors Private Limited	

complaints, claims, litigation made/initiated by them with respect to IREO's BUA;

- (r) To be responsible and liable for all contractors, consultants, technicians, engineers, persons (including its own employees), brokers, advertisers, engaged for IREO-Subject Lands Development Obligations and or IREO's BUA including payment of their bills, dues, salaries, fees, taxes, benefits, claims, safety, accidents, complaints, litigation;
- (s) To assist WDL to maintain the Project-Subject Lands including the Subject Lands Facilities / Common Areas till hand over of the same to the association of apartment owners as per Applicable Law, at the request of WDL;
- (t) To provide full assistance to WDL, at the request of WDL, to manage the Subject Lands and the property and facilities / common areas constructed upon the Subject Lands as may be required under the Haryana Apartment Ownership Act, 1983 or any other Applicable Laws and/or rules made there under;
- (u) After occupation certificate of all construction in Project-Subject Lands has been obtained, to obtain the completion certificate of the license pursuant to completion of the Project as may be required under the Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development and Regulation of Urban Areas Rules, 1976;
- (v) To comply with all the conditions contained in the Approvals as may be obtained from time to time in relation to the implementation of the IREO Obligations;
- (w) To comply with all other obligations as stated in this Agreement.

**(xxx) "IREO Rights"** shall refer to the rights, powers, entitlements, authorities that IREO would have to undertake for the discharge of its obligations and duties, as specified in this Agreement, with regard to IREO-Subject Lands Development Obligations and IREO Obligations, i.e. the following:

- (a) To carry out the construction / development of the IREO-Subject Lands Development Obligations;
- (b) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (sitled and

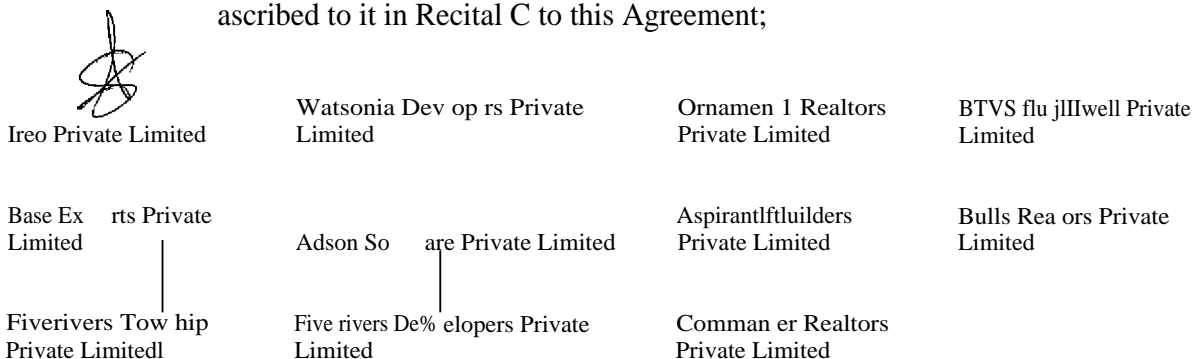


unskilled) in the manner specified in Clause 3.5 below or other persons to carry out the IREO-Subject Lands Development Obligations and to pay their fees, consideration, wages, remuneration and salary of such persons in a timely manner;

- (c) To exercise full, free, uninterrupted and exclusive sale rights in respect of the IREO's BUA in accordance with Clause 4.3 herein;
- (d) To make applications to the concerned Government Authority or semi-governmental authority in respect of Approvals required for the Project;
- (e) To make payment and/or receive the refund of all deposits, or other charges, fees to and from all public or Government Authorities or public or private utilities, that may have been paid/ deposited by IREO;
- (f) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Government Authority as may be necessary with respect to Approvals relating to the Project and, implementation of the IREO Obligations;
- (g) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time during implementation of the IREO Obligations;
- (h) To sell the Saleable Area forming part of IREO's BUA to any third party, at its cost, risk and expense and to retain collect/ receive amounts thereof in accordance with this Agreement;
- (i) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of IREO Obligations and in connection with the sale of IREO's BUA;
- (j) Generally to do any and all other acts, deeds and things that may be required for the exercise of the IREO-Subject Lands Development Obligations and IREO Obligations;

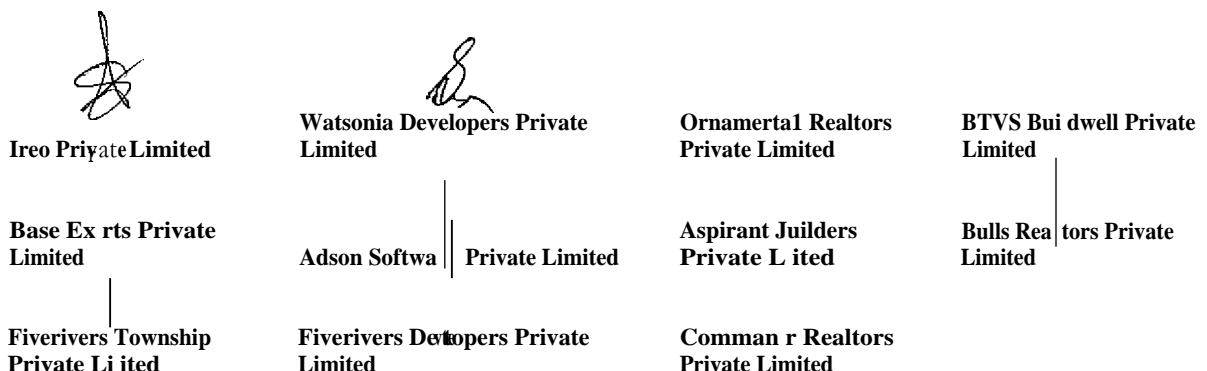
(xxxii) "**IREO-Subject Lands Development Obligations**" shall be as provided in clause 3.16 and **Schedule-V** herein;

(xxxiii) "**Land Owners-IREO Development Agreements**" shall have the meaning ascribed to it in Recital C to this Agreement;





- (xxxiii) "Lender" shall mean a third-party lender funding the development or construction of the Project-Subject Lands or providing any refinancing facility thereof;
- (xxxiv) "License" shall mean the License No. 16 of 2008 issued by the DTCP vide its Memo dated 31<sup>st</sup> January, 2008 under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 for development of the Project on the Project Lands;
- (xxxv) "**License Renewal Memo**" shall mean the renewal of the License as approved by the DTCP vide its Memo dated 28<sup>th</sup> May, 2012 under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976;
- (xxxvi) "**Net Sales Revenue**" shall include the basic sale price, the preferential location charges, car parking charges, club house membership charges, EDC, IDC, power backup charges, transfer fees, cancellation / forfeiture charges, legal charges, interest on delayed payments and all such other similar charges that can be retained by a developer / promoter of a project of a similar nature, except IFMS, IBMS, ECC and Other Charges;
- (xxxvii) "**Other Charges**" shall include service tax, VAT and all other similar charges that may be required to be transferred / deposited to a Government Authority in the process of allotment / sale of the saleable area in the Project-Subject Lands;
- (xxxviii) "**Other Documents**" shall have the meaning ascribed to it in clause 9.1.1 below;
- (xxxix) "**Part Additional Lands**" shall have the meaning ascribed to it in clause 8.3 below;
- (xl) "**Part Additional Refundable Security Deposit**" shall have the meaning assigned to it in Clause 8.3 (i) below;
- (xii) "**Project**" shall mean and refer to the development of group housing colony and all other appurtenant facilities, amenities and infrastructure required / permitted to be developed on the Project Lands under the License and Applicable Law and as per the norms set out in the Zoning Plan;



**(xlii) "Project Lands"** shall have the meaning ascribed to it in Recital D to this Agreement;

**(xliii) "Project-Remaining Lands"** shall mean and include development of the following on the Remaining Lands as part of the Project;

- (a) Residential group housing by consuming FSI-Remaining Lands and Density-Remaining Lands;
- (b) Such number of car parking spaces as are required to be provided for the number of dwelling units that may be constructed on the Remaining Lands and as per the norms set out in the Zoning Plan;
- (c) Remaining Lands-EWS Units;
- (d) Infrastructure development specific to the Remaining Lands;
- (e) Development / construction of School in accordance with clause 3.15 below.

**(xliv) "Project-Subject Lands"** shall mean and include development of the following on the Subject Lands as part of the Project;

- (a) Residential group housing by consuming FSI-Subject Lands and Density-Subject Lands;
- (b) Community centre / club house for use by the occupants of the residential development on the Subject Lands, as may be conceptualized by WDL;
- (c) Car parking spaces that are constructed in accordance with the conceptualization of the Project-Subject Lands, subject to a minimum of what is required under Applicable Law / Zoning Plan;
- (d) Other amenities and facilities appurtenant to and permissible to be developed as part of a group housing project under applicable law, such as tennis courts, swimming pools, open areas / garden spaces etc, as may be conceptualized by WDL;
- (e) Subject Lands-EWS Units;
- (f) Development / construction of School in accordance with clause 3.15 of

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Ire° Private Limited	Watsonia Developers Private Limited	Ornamental; Realtors Private Limited	BTVS Buildwell Private Limited
Base Expts Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverivers DevToppers Private Limited	Coalman er Realtors Private Limited	

this Agreement;

Infrastructure development specific to the Subject Lands;

- (xliv) **"Refundable Security Deposit"** shall have the meaning ascribed to it in clause 5.1 below;
- (xlvi) **"Remaining Lands"** shall mean the developable lands other than the Subject Lands out of the Project Lands. The Remaining Lands are more particularly described in **Schedule-I** and delineated in Green color in the plan attached as **Schedule-III**. The Remaining Lands, the Subject Lands and the land measuring 6.118 acres consumed for roads, together comprise of the Project Lands ;
- (xlvii) **"Remaining Lands-EWS Units"** shall have the meaning ascribed to it in Clause 3.14.1 below;
- (xlviii) **"Saleable Area"** shall mean and include the carpet area (wall-to-wall), area under the walls/ wall cladding, proportionate share of area to be utilized for common use and facilities, such as terraces, lobbies, atriums, AHU rooms, shafts, passages, corridors, refuge area, stilts, common amenities and services like electric sub-station, stand-by generator, fire fighting equipments, building management systems, water tanks, washrooms, shafts, machine rooms, staircase, lift, wells, security booths, common rooms, common corridors, open spaces and the like or any other service area used for common services etc., as may be calculated for all apartments/ units in the entire Project-Subject Lands, which calculations shall be made by WDL;
- (xlix) **"Subject Lands"** shall have the meaning ascribed to it in the Recitals to this Agreement. The Subject Lands are a contiguous parcel of lands out of the Project Lands. The Subject Lands, the Remaining Lands and the lands measuring 6.118 acres consumed for roads, together comprise of the Project Lands;
- (I) **"Subject Lands-EWS Units"** shall have the meaning ascribed to it in Clause 3.14.1 below;
- (li) **"Subject Lands Facilities / Common Areas"** shall have the meaning ascribed to it in Clause 7.4 of this Agreement;
- (III) **"Total Lands"** shall have the meaning ascribed to it in Recital A to this Agreement;

 Ireo Privat Limited	Watsonia Developers Private Limited	Orname al Realtors Private Limited	BTVS Bui well Private Limited
Base Expo s Private Limited	Adson Softwar Private Limited	Aspirant luilders Private Li ited	Bulls Real rs Private Limited
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**"Total Project FSI"** shall mean the total FSI available for the Project, which is 1197268 square feet (equivalent to 111230 square meters) as represented by IREO;

(liv) **"WDL's BUA"** shall have the meaning assigned to it in clause 4.1 below.

(lv) **"WDL's Costs"** shall mean any and all costs, charges, stamp duties, fees, expenses or payments of any nature or description whatsoever, towards the following -

- (a) All costs and expenses to be incurred towards WDL-Subject Lands Development Obligations and WDL Obligations under this Agreement.
- (b) Towards compliance of obligations in terms of Clause 3.14.1 and 3.15 of this Agreement with respect to Subject Lands-EWS Units and Schools;

(lvi) **"WDL GPA"** shall have the meaning ascribed to it in clause 3.11 of this Agreement herein;

(lvii) **"WDL Obligations"** shall mean the following;

- (a) WDL-Subject Lands Development Obligations;
- (b) To incur all WDL's Costs;
- (c) Not to do any act of omission or commission (in contravention with this Agreement) in relation to the Subject Lands that would prejudice the development or construction of the Project-Subject Lands, decrease the PSI-Remaining Lands or Density-Remaining Lands or would have an effect of withholding or denying permission to occupy the WDL's BUA, IREO's BUA or the buildings/built-up area that may be constructed on the Remaining Lands;
- (d) To construct and develop Subject Lands-EWS Units and Schools in accordance with Clause 3.14.1 and 3.15 below;
- (e) To provide reasonable assistance to IREO in obtaining all Approvals, sanctions and permissions, and renewals / extensions thereof, as may be requested by IREO;



(I) To observe all laws, regulations and notifications dealing with all the

Ireo Privat Limited	Watsonia Developers Private Limited	Ornamen Private Limited	1 Realtors Limited	BTVS Buil well Private Limited
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workers engaged for the WDL-Subject Lands Development Obligations, including payment of their dues, wages, gratuity, cess, taxes, benefits, claims, working conditions, safety, accidents, complaints, litigation in respect thereof;;

- (g) To observe and shall be responsible and liable for all customers/allottees of any units/area in the Project-Subject Lands and all complaints, claims, litigation made/initiated by them with respect to WDL's BUA;
- (h) To be responsible and liable for all contractors, architects, consultants, technicians, engineers, persons (including its own employees), brokers, advertisers, engaged for WDL-Subject Lands Development Obligations and or WDL's BUA including payment of their bills, dues, salaries, fees, taxes, benefits, claims, safety, accidents, complaints, litigation in respect thereof;
- (i) To maintain the Project-Subject Lands including the Subject Lands Facilities / Common Areas till hand over of the same to the association of apartment owners as per Applicable Law;
- (j) To enter into and exercise control over the Subject Lands for the purposes of implementing WDL Rights and undertaking WDL Obligations;
- (k) Not to consume FSI in excess of FSI-Subject Lands or density in excess of Density-Subject Lands over the Subject Lands under any circumstances;
- (l) To arrange construction finance for the implementation of the WDL-Subject Lands Development Obligations, in the manner it deems fit;
- (m) To comply with all the conditions contained in the Approvals as may be obtained from time to time in relation to the implementation of the WDL Rights;

**(brill) "WDL Rights"** shall refer to the rights, powers, entitlements, authorities that WDL would have to undertake its obligations and duties, as specified in this Agreement, with regard to WDL-Subject Lands Development Obligations and WDL Obligations and shall also include (but not be limited to), *inter cilia*, the following:

 Ireo Private Limited	 Watsonia Developers Private Limited	Ornamenta Realtors Private Limited	BTVS Buil well Private Limited
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- (a) To enter into and exercise such control over the Subject Lands, as is required for implementing the WDL Rights and undertaking WDL Obligations.
- (b) To plan, conceptualize and design the entire Project-Subject Lands;
- (c) To carry out the construction / development of the WDL-Subject Lands Development Obligations;
- (d) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the WDL-Subject Lands Development Obligations and to pay the wages, remuneration and salary of such persons;
- (e) To exercise full, free, uninterrupted and exclusive sale rights in respect of the WDL's BUA in accordance with Clause 4.3 herein;
- (f) To make payment and/or receive the refund of all deposits, or other charges, fees to and from all public or Government Authorities or public or private utilities;
- (g) To calculate the Saleable Area of the entire Project-Subject Lands;
- (h) To exercise full, free, uninterrupted, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of the WDL's BUA by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of WDL's BUA and to retain all amounts thereof for itself;
- (i) To make applications to the concerned Government Authority or semi-governmental authority in respect of Approvals including environment, levelling, water storage facilities, water mains, sewerage, storm water drains, recreation garden, boundary walls, electrical sub-stations, water and electricity connections and approvals for cement, steel and other building materials, if any, as WDL may deem fit, in the event IREO fails to apply for the same within such time as is considered reasonable by WDL;
- (j) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Government Authority as may be

  
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necessary for the development at the Subject Lands, in the event IREO fails to apply for the same within such time as is considered reasonable by WDL;

- (k) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time in relation to the Project-Subject Lands;
- (l) To create mortgage / hypothecation / charge on the Subject Lands / receivable from entire development being part of the Project-Subject Lands or any part thereof for raising construction finance for the Project-Subject Lands;
- (m) To sell, transfer, assign all benefits, rights and obligations as contained herein (in whole or in part) including WDL's BUA to any third party, at its cost, risk and expense and to retain all amounts thereof for itself, provided always the benefits, rights and obligations as contained herein can be assigned by WDL only to an Affiliate and the WDL's BUA can be sold / transferred to any third party;
- (n) To launch the Project-Subject Lands for sale of WDL's BUA;
- (o) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of WDL-Subject Lands Development Obligations, WDL Obligations and in connection with all the marketing and sale of WDL's BUA, and require IREO and the Land Owners to do the same;
- (p) To manage the Subject Lands and the property and facilities / common areas constructed upon the Subject Lands as may be required under the Haryana Apartment Ownership Act, 1983 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintenance to any third and to collect and retain all benefits, charges, fees, security deposits, amounts from the allottees / purchaser of the entire Saleable Area of the Project-Subject Lands;
- (q) To consume PSI and density over the Subject Lands up-to the FSI-Subject Lands and the Density-Subject Lands;
- (r) In the event of default by IREO in compliance of its obligations under this Agreement, at the sole discretion of WDL, to do all such acts, deeds and things that may be required for the/Project-Subject Land / Project

  
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or for compliance of the terms in this Agreement including obtaining the building plan approvals, other Approvals required in respect of the Project-Subject Lands / Project, and/ or modification in connection with the zonal plan, layout plans, architectural plans or any other Approvals, apply for and obtain the completion certificate and occupation certificate and performing all acts towards the same in respect of the Project-Subject Lands or any part thereof;

- (s) To do all such acts, deeds and things that may be required for the Project-Subject Lands / Project or for compliance of the terms in this Agreement including, if necessary, obtaining the building plan approvals, other Approvals required in respect of the Project-Subject Lands / Project, and/ or modification in connection with the zonal plan, layout plans, architectural plans or any other Approvals, apply for and obtain the completion certificate and occupation certificate and performing all acts towards the same in respect of the Project-Subject Lands or any part thereof; in the manner as set out in this Agreement;
- (t) To take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of the Applicable Law, and
- (u) To generally do any and all other acts, deeds and things that may be required for the exercise of the WDL—Subject Lands Development Obligations, WDL Obligations and as more elaborately stated in this Agreement, and undertake all such acts, deeds and things in respect of the Project-Subject Lands that may not have been specifically dealt with in this Agreement.



**(lix) "WDL-Subject Lands Development Obligations"** shall be as provided in clause 3.16 and **Schedule-V** herein.

**(Ix) "Zonal Plan"** shall mean and refer to the zonal plan currently sanctioned by DTCP in respect of the Project.

## 1.2. Interpretation

1.2.1 In this Agreement, unless the contrary intention appears any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);

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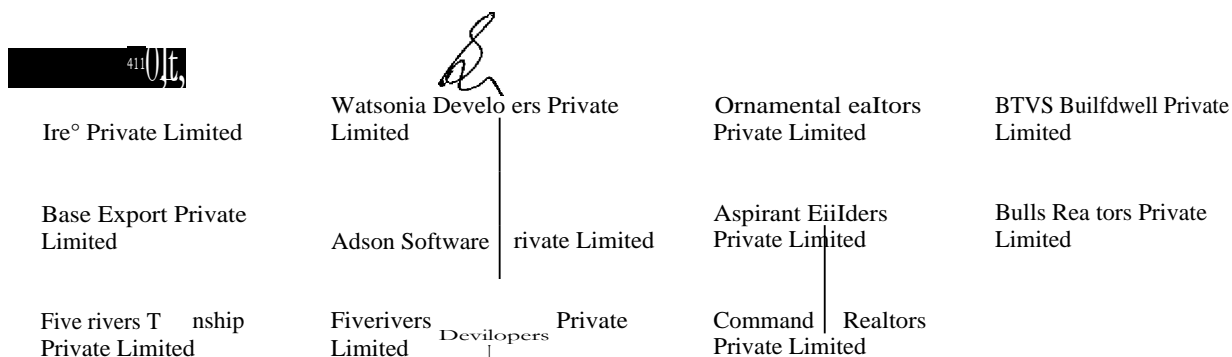
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (iii) any reference to the singular shall include the plural and vice-versa;
- (iv) any references to the masculine, the feminine and the neuter shall include each other;
- (v) any references to a "company" shall include a reference to a body corporate;
- (vi) any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- (x) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (xi) headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (xii) "in writing" includes any communication made by letter, fax or e-mail;



- (xiii) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xiv) references to a person (or to a word importing a person) shall be construed so as to include:
  - (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
  - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (xv) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- (xvi) all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

**2. DEVELOPMENT OF PROJECT- SUBJECT LANDS**

- 2.1 On and from the Effective Date, IREO and the Land Owners, grants and transfers in favour of WDL, the WDL Rights in respect of the Subject Lands / the Project-Subject Lands.
- 2.2 The Project-Subject Lands shall be developed as a single project, by WDL and IREO undertaking their respective, separate and specific obligations in the Project-Subject Lands, in the manner set out in this Agreement.
- 2.3 The Project-Subject Lands shall be developed by WDL and IREO by implementing the WDL-Subject Lands Development Obligations and IREO-Subject Lands Development Obligations, respectively.
- 2.4 WDL shall be entitled to implement and utilise the WDL Rights and IREO shall be entitled to implement and utilise the IREO Rights, in accordance with the terms of this Agreement.














- 2.5 WDL is fully authorised to enter upon the Subject Lands directly or through its Affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or subsidiary, to do all such acts and deeds required and/or necessary for, exercising the WDL Rights and/or for the implementation of the WDL-Subject Lands Development Obligations on the Subject Lands.
- 2.6 The Parties agree that 740000 square feet (equivalent to 68748 square meter) of the FSI ("FSI-Subject Lands") and Density-Subject Lands shall be utilised on the Subject Lands out of the Total Project FSI and Density-Project Lands as part of the Project-Subject Lands. It is understood that the total construction area in the Project-Subject Lands will be at-least 100000 square meters (equivalent to 1076390 square feet) in compliance with Applicable Law. IREO and WDL will undertake IREO-Subject Lands Development Obligations and WDL-Subject Lands Development Obligations, respectively, in accordance with **Schedule-V**.
- 2.7 It is agreed and understood between the Parties that WDL has entered into this Agreement on the representation of IREO that the FSI-Subject Lands is permitted to be developed on the Subject Lands, and the same shall be utilised as part of the Project-Subject Lands. In the event of any reduction in the FSI available to the Total Lands / Subject Lands / Remaining Lands, the FSI-Remaining Lands would reduce, without any impact on the PSI-Subject Lands that is to be utilised on the Subject Lands. Similarly, in the event of any enhancement in the FSI under the Licence, the enhanced FSI would be added to the FSI-Remaining Lands entitling IREO to develop the same on the Remaining Lands as part of the Project-Remaining Lands or otherwise at any other location as deemed fit by IREO. In case of any alteration of the FSI-Remaining Lands as provided in this clause, IREO shall inform WDL in writing within 3 (three) days of such alteration. However, it is agreed that in the event of an increase in the Density as currently permitted under the Zoning Plan frOm 300 Persons Per Acre, the same shall be proportionately divided between Project-Subject Lands and Project-Remaining Lands in the proportion of current Density-Subject Lands and Density-Remaining Lands. It being clarified that any increase in Density-Project Lands only attributable to the increase in PSI under the Licence shall be solely to the account and benefit of IREO.

**3. IMPLEMENTATION OF THE PROJECT-SUBJECT LANDS**

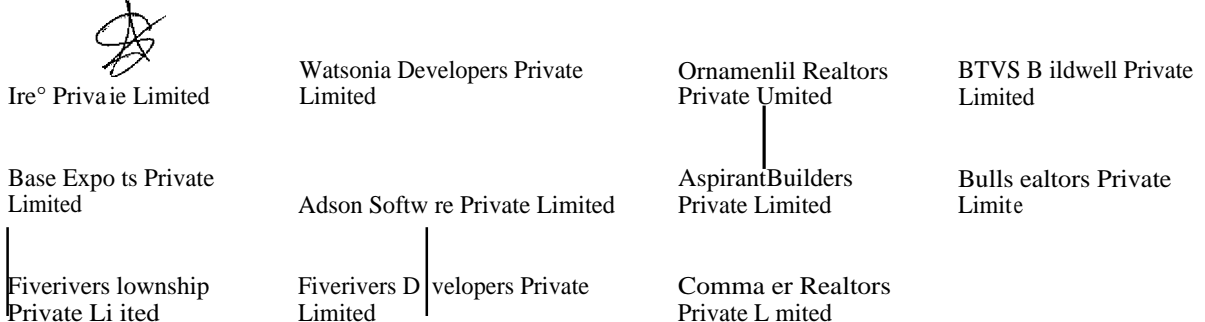
3.1 IREO undertakes full responsibility and obligations to comply with IREO Obligations including IREO-Subject Lands Development Obligations and incur all IREO's Costs. IREO undertakes to comply with IREO-Subject Lands Development Obligations in a timely manner.

3.2 Notwithstanding the IREO Rights, the landscaping, conceptualization, planning,

 Ireo Private Limited	 Watsonia Developers Private Limited	 Orname 1 Realtors Private Limited	 BTVS Ildwell Private Limited
 Base Expo Private Limited	 Adson Sof are Private Limited	 Aspiran Builders Private Limited	 Bulls altors Private Limited
 Fiverivers Private Limited	 Fiverivers Developers Private Limited	 Comman er Realtors Private Limited	

architecture, construction and design of the entire Project-Subject Lands shall be at the sole discretion and expertise of WDL, without any recourse to or interference from IREO and / or the Land Owners. The detailing, master planning, zoning, lay out, etc. and all other details and specification for development of the entire Project-Subject Lands on the Subject Lands shall also be done by WDL.

- 3.3 WDL shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work forming part of WDL Rights and to pay the wages, remuneration and salary of such persons.
- 3.4 WDL undertakes full responsibility and obligations to comply with WDL-Subject Lands Development Obligations in timely manner and incur all WDL's Costs. Further,
  - it is clearly agreed and understood that towards compliance of WDL-Subject Lands Development Obligations, and to ensure harmonious development of the Project, WDL shall only employ reputed contractors, architects, surveyors and engineers, and enter into contracts with them, as is standard industry practice.
- 3.5 It is clearly agreed and understood that towards compliance of IREO-Subject Lands Development Obligations, and to ensure harmonious development of the Project-Subject Lands, REO shall only employ construction contractors, architects, surveyors, consultants, technicians, engineers and all other service providers out of a list of such contractors, architects, surveyors, consultants, engineers and service providers that shall be used by WDL for WDL-Subject Lands Development Obligations or that may be suggested by WDL to TREO. Further, to ensure harmonious and smooth development of the Project-Subject Lands, the contracts / agreements / arrangements, work orders and instructions that are entered with / issued to such contractors, architects, surveyors and engineers by IREO from time to time shall require to be approved by WDL. WDL shall be entitled to suggest modifications/changes to the contracts/work orders in consonance with the landscaping, conceptualization, planning, architecture, construction and design of the entire Project-Subject Lands prepared in accordance with clause 3.2 above and as may be revised from time to time by WDL. IREO further undertakes to employ contractors, architects, surveyors, consultants, technicians, engineers and all other service providers for the IREO-Subject Lands Development Obligations and complete the development / construction within such time as is detailed in the conceptualization & planning for the Project-Subject Lands prepared in accordance with Clause 3.2 herein.
- 3.6 WDL shall be entitled at its sole discretion to appoint / nominate any of its Affiliates as a project manager / development manager to undertake the development and construction of the Project-Subject Lands and all obligations, rights and entitlements of WDL under this Agreement, and to transfer / a sign all such entitlements and



obligations in favour of the said Affiliate as may be deemed appropriate by WDL. No approval or consent shall be required in this regard from IREO and / or the Land Owners.

3.7 Approvals —

3.7.1 Revenue Rasta: A Revenue Rasta of 11 feet width and a total area of 18 Marlas (0.1125 acres) demarcated in blue colour in the plan attached as **Schedule-III** traverses through the Subject Lands. IREO shall make its best efforts to get the Revenue Rasta shifted from its current position such that no Revenue Rasta traverses through the Subject Lands. As part of its best efforts, IREO has represented that the resolution from Panchayat and recommendation from BDPO has already been obtained for exchange of the lands under the Revenue Rasta with an alternate rasta/road as marked in red in the plan, which is **Schedule-III**. The said alternate lands/ rasta/ road may consume certain lands out of the Subject Lands, at its boundary, as demarcated in orange colour on the plan, which is **Schedule-III**. In the event the said Revenue Rasta is shifted, the land under existing Revenue Rasta shall be deemed to be added to the Subject Lands for the development of the Project- Subject Lands.

3.7.2 Zoning Plan Approval: The Zonal Plan for the Project Lands is already approved. Further it is agreed and understood that in the event the Additional Lands or Part Additional Lands are added to the Licence upon certain part of the Remaining Lands being taken out from the Licence in terms of Clause 8.1, 8.2 & 8.3 herein below, the zoning plan approval for the revised Project Lands will be obtained by IREO within the timelines provided in Clause 8.1, 8.2 & 8.3 herein.

3.7.3 Approvals for the Project, Project-Subject Lands and Project-Remaining Lands: All Approvals and their renewal / extension / modification that may be required to be obtained for development, construction, occupation and completion of the Project, Project-Subject Lands and Project-Remaining Lands shall be the responsibility of IREO at all times. The cost, expenses, duties and fee relating to all Approvals shall be borne by IREO. IREO shall be responsible to prepare all applications, undertakings, affidavits, plans etc. that may be required towards obtainment of such Approvals. It is agreed and understood that all applications, undertakings, affidavits, plans etc. that are required to be submitted to Government Authorities for Approvals which are specific to the Project-Subject Lands or that may be common to the entire Project, will require also being approved by WDL. IREO shall provide a complete set of all such applications, undertakings, affidavits and plans to WDL for review. All modifications, suggestions, alterations and additions that WDL may require in such applications, undertakings, affidavits, plans etc. shall be duly incorporated before the same are submitted to / filed with the Government Authorities. IREO shall obtain all Approvals and / or any renewal /extension / modification in respect of the same within such timelines as is considered

Ireo Private Limited	Watsonia Developers Private Limited	Ornamenta Realtors Private Limited	BTVS Bieldwell Private Limited
Base Export Limited	Adsou Software Private Limited	AspirantiBuilders Private Limited	Bulls Raltors Private Limited
Fiverivers Tower Private Limited	Fiverivers Developers Private Limited	Commanler Realtors Private Limited	

reasonable by WDL and / or within such timelines as are devised along with the landscaping, conceptualization, planning, architecture, construction & design of the Project-Subject Lands prepared in accordance with Clause 3.2 above and as may be revised by WDL from time to time.

3.7.4 Building Plans for the Project-Remaining Lands: It is also agreed and understood that prior to submitting the building plans by IREO in respect of the Project-Remaining Lands, a copy thereof shall be furnished by IREO to WDL for review by WDL. WDL shall be entitled to review the building plans for Remaining Lands to verify the area statement therein and to ensure that the proposed built-up area on the Remaining Lands does not affect the FSI-Subject Lands and /or the Density-Subject Lands, and / or the requirement of EWS Units or schools/nursery schools in the Project- Subject Lands. WDL shall be required to respond to IREO within a period of fifteen (15) Business Days with its objection / confirmation, as the case may be from receiving a complete set of the building plans from IREO. In the event WDL fails to respond within the said period of fifteen (15) days, IREO shall be free to proceed with submissions of such draft building plans to the Government Authorities for approval.

3.7.5 License - The License in terms of the Renewal Memo is valid up to January' 2014. IREO shall obtain renewal of the License on or before January' 2014 for further periods till January' 2016. It being understood between the Parties that renewal of the Licence will be applied at-least 30 days in advance to the expiry of the Licence and normally the renewal of the Licence is granted by DTCP within 6 (six) months of the date of expiry. All subsequent renewal i.e. after January' 2016 shall be obtained by IREO, provided construction of the Project-Subject Lands has commenced in right earnest before January' 2016, if the same is required for renewal of Licence beyond January' 2016, as per DTCP. Subject to commencement of construction as above, IREO shall ensure that the License is valid, subsisting and is in full force and effect till the time the entire rights and obligations of WDL under this Agreement, including the WDL Rights are utilized and implemented to the satisfaction of WDL. The cost, expenses, duties and fee relating to renewal of License shall at all times be borne by IREO.

3.8 IREO and Land Owners shall extend all cooperation and do all such acts and deeds, that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to WDL, as may be required by WDL from time to time for the purpose of carrying out the transactions contemplated hereby. IREO and Land Owners further agrees to, and shall execute, as may be required by WDL or otherwise, from time to time, all applications, affidavits, plans or other documents, and shall also extend all cooperation and assistance for the development and completion of the Project-Subject Lands and marketing / allotment / sale / transfer of the WDL's BUA. IREO shall furnish all such relevant information in respect of the Project Lands, as W L may request for th purpose of carrying oipt the transactions c ntemplated

Ire° Priva Limited	Watsonia Developers Private Limited	Ornamen I Realtors Private Li ited	BTVS 13ui dwell Private Limited
Base Exp s Private Limited	Adson Soft re Private Limited	Aspirant Iuilders Private Lillited	Bulls Re tors Private Limited
Fiverivers Ijownship Private Limited	Fiverivers D velopers Private Limited	Cowman er Realtors Private L mited	

hereby. In the event WDL requires any assistance including execution of any document, application, affidavit, power of attorneys, etc., IREO shall do so, subject to compliance of legal requirements thereof, within 7 (seven) days of receiving the request from WDL.

3.9 WDL shall extend all cooperation and do all such acts and deeds, as may be required by IREO from time to time for the purpose of carrying out the IREO-Subject Lands Development Obligations, within reasonable time of receiving request from IREO.

3.10 The development / construction of the Project-Subject Lands may be carried out in phases and as per such timelines that are in accordance with the conceptualization, planning, architecture, construction and design of the Project-Subject Lands formulated in accordance with Clause 3.2 above and as may be revised by WDL from time to time.

3.11 Without prejudice to the obligations and entitlements of IREO, the Project Land Owners and Additional Land Owners (in the event Additional Land is added as per Clause 8 below) , to do all deeds, acts and things as are required for to be done by them in accordance with this Agreement, IREO, the Project Land Owners and Additional Land Owners, agree and undertake, to execute irrevocable power of attorneys in the

- agreed formats in favour of WDL or its representative in respect of the entire Subject
- Lands and Additional Lands, so as to enable WDL to perform WDL Obligations and WDL Rights under this Agreement (all Power of Attorneys are collectively referred to as the "WDL GPA"). IREO, the Subject Land Owners and Additional Land Owners (in the event Additional Lands is added as per clause 8 below) are fully aware that WDL has entered into this Agreement relying upon their representations that the WDL GPA shall be maintained and not revoked till the completion of the Project-Subject Lands and till such time as WDL has undertaken and completed all WLD Obligations and WDL Rights. IREO, the Subject Land Owners and Additional Land Owners fully understand and agree that in the absence of the WDL GPA, WDL shall not be able to perform WDL's entitlement to implement its obligations relating to the Project-Subject
- Lands and to market and sell the WDL's BUA. Thus, IREO, the Project Land Owners and Additional Land Owners agree and undertake not to cancel, revoke or modify the WDL GPA and to keep the same in full force and effect till the completion of the Project-Subject Lands and after that as may be required for WDL to undertake and complete all WDL Obligations and WDL Rights. The WDL GPA shall be irrevocable and WDL shall be entitled to delegate any or all of the powers and authorities under the
- WDL GPA to any of its Affiliates, employees or representatives. WDL shall have an unequivocal right of specific performance in the event of revocation / modification / alteration or cancellation of the WDL GPA, prejudicial to WDL or otherwise along with all injunctive remedies, as also provided in clause 17 herein. The WDL GPA shall be executed and registered, at the cost and expense of WDL, simultaneously with the execution and registration o this Agreement.




3.12 It being expressly agreed that in the event IREO fails to discharge any of the IREO Obligations, including its obligations with regard to obtaining the Approvals and / or any renewal / extension in respect of the same within such timelines as is considered reasonable by WDL and / or within such timelines as are devised along with the landscaping, conceptualization, planning, architecture, construction & design of the Project-Subject Lands prepared in accordance with Clause 3.2 above, then notwithstanding any other right or remedy available under this Agreement or Applicable Law, WDL shall be entitled to take necessary steps for obtaining such Approvals under the authorisation granted vide WDL-GPA, at the cost and expense of IREO. IREO shall reimburse such amounts to WDL forthwith upon receiving an intimation of such expenditure from WDL. In the case of any delay in such payments, then notwithstanding any other right and remedy available to WDL under applicable law, an interest @ 18% per annum shall be payable by IREO to WDL for the entire delay period.

3.13 To facilitate the construction and development of the Project-Subject Lands on the Subject Lands, WDL shall create equitable mortgage or any other form of mortgage or exclusive charge on the Subject Lands and /or all receivables under the Project-Subject Lands in favour of the Lenders by depositing/actual and / or by way of constructive delivery, the original title deeds and documents of the Subject Lands to raise construction finance, as and when so required by WDL. Adequate authorisations will be provided to WDL in this regard under the WDL-GPA. Further, the Land Owners and IREO agree and undertake' to sign and/ or execute all the necessary documents, agreements, deeds, declaration, no-objection certificates etc. in favour of such Lender and/or WDL, if required, forthwith on being requested by WDL. However, Land Owners and IREO shall not provide any personal/corporate guarantee for such financing.

3.14 Construction and development of EWS Units:

3.14.1 In accordance with the Zoning Plan, it is required that 15% of the total dwelling units shall be of economically weaker sections of the society ("EWS Units"). It is agreed between the Parties that 15% of the total dwelling units and shops of the Project-Subject Lands will be EWS Units ("Subject Lands-EWS Units"), which will be constructed by WDL on the Subject Lands, and similarly 15% of the total dwelling units of the Project-Remaining Lands and shops will be EWS Units ("Remaining Lands-EWS Units"), which will be constructed by IREO on the Remaining Lands. Parties undertake to adhere to all the conditions as laid out in the Zoning Plan with respect to the EWS Category, in respect to the number and size, with respect to the number of dwelling units under EWS Category to be built on the Subject Lands and the Remaining Lands.

	Watsonia Developers Private Limited	Orname tal Realtors Private Limited	BTVS B ildwell Private Limited
Base Expor Private Limited	Adson Softwar Private Limited	ran Builders Private 1 imited	Bulls R altors Private Limited
Fiverivers Partnership Private Limited	Fiverivers Dev lopers Private Limited	Comm nder Realtors Private imited	



3.14.2 WDL shall be entitled to locate the Subject Lands-EWS Units on the Subject Lands as per its sole discretion. IREO shall not interfere in any manner in the construction of the Subject Lands-EWS Units by WDL or raise any claim against WDL in this regard. WDL shall be entitled to handover / allot the Subject Lands-EWS Units and appropriate the consideration (if any) received there from. If any Subject Lands-EWS Units are not acquired by the State Government or not to be compulsorily allotted to EWS category, then WDL shall have the full authority to deal with the same as it may deem fit and proper.



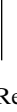








3.14.3 Similarly, IREO shall be entitled to locate the Remaining Lands-EWS Units on the lands other than the Subject Lands i.e. the Remaining Lands and / or any other lands, as deemed fit by IREO, subject to compliance with Applicable Laws. Accordingly, the building plans to be prepared for the Remaining Lands to be prepared by IREO would also show the Remaining Lands-EWS Units in the said plans.

3.14.4 Prior to any part of the Project-Subject Lands being completed and WDL requiring IREO to obtain the occupation certificate / part occupation certificate in respect thereof, IREO shall complete all such construction in the Remaining Lands including the Remaining Lands-EWS Units and schools, as may be required / essential / pre-requisite for grant of part occupation certificate / occupation certificate for any construction completed on the Subject Lands as part of the Project-Subject Lands. It is agreed and acknowledged by IREO that completion of such construction by IREO is an essential covenant of this Agreement. IREO agrees that WDL will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any delay in completion of such construction on the Remaining Lands as may be required to obtain the occupation certificate / part occupation certificate in respect of any construction activity completed by WDL as part of the Project-Subject Lands. IREO undertakes to keep WDL indemnified in this regard.

3.15 Schools:

(a) In the event the Additional Lands are not added within the timelines provided in Clause 8.1, all schools to be provided in the entire Project, shall be provided by IREO in Remaining Lands as part of the Project-Remaining Lands.

The understanding in this Clause 3.15 (a) will not alter if the Part Additional Lands are added at any stage to the Subject Lands in accordance with Clause 8.3 below i.e, if only Part Additional Lands are added to the Subject Lands, all schools to be provided in the entire Project, shall be provided by IREO in Remaining Lands as part of the Project-Remaining Lands.

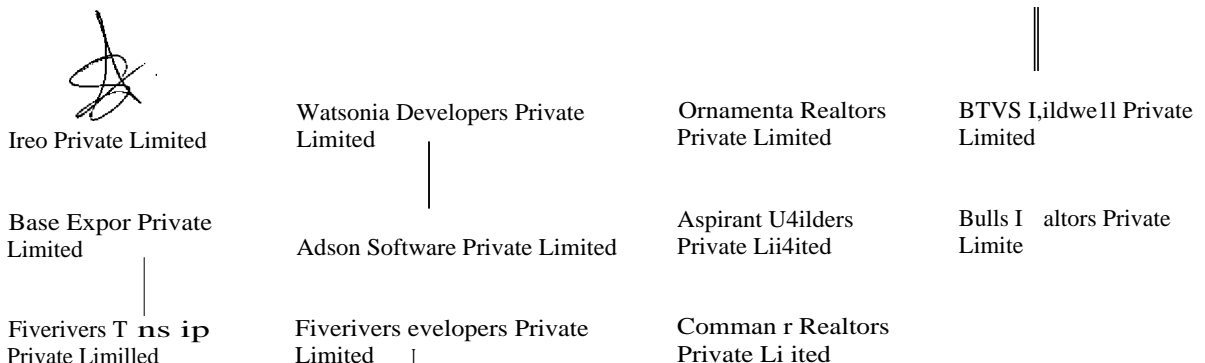
 Ire° Priva Limited	 Watsonia De lepers Private Limited	 Ornamental Realtors Private Limited	 BTVS Bu dwell Private Limited
 Base Expo s Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Real rs Private Limited
 Fiverivers ownership Private Limited	 Fiverivers Developers Private Limited	 Commande Realtors Private Limited	

- (b) In the event the Additional Lands are added in accordance with Clause 8.1 herein and within the timelines provided therein, and only one nursery school is to be provided in the entire Project, the same shall be provided by WDL as part of the Project-Subject Lands to be developed on the aggregate of the Subject Lands and the Additional Lands. It is clarified that in the event the one school that is to be provided is not a nursery school, the same shall be provided by IREO on the Remaining Lands as a part of the Project-Remaining Lands.
- (c) In the event the Additional Lands are added in accordance with Clause 8.1 herein and within the timelines provided therein, and more than one school is to be provided in the entire Project, the nursery school shall be provided by WDL as part of the Project-Subject Lands to be developed on the aggregate of the Subject Lands and the Additional Lands. All other school(s) / the primary school (s) shall be provided by IREO on the Remaining Lands as part of the Project-Remaining Lands.

3.16 The IREO-Subject Lands Development Obligations and WDL-Subject Lands Development Obligations shall be as set out in **Schedule-V**. The obligations may be further defined / demarcated in accordance with **Schedule-V** upon sanction of the building plans prepared by WDL for the Project-Subject Lands, by WDL. However, the same shall be in lines of the parameters provided in **Schedule-V**.

**4. AREA ENTITLEMENT -**

- 4.1 In consideration of the respective obligations that IREO and WDL shall undertake on the Project-Subject Lands, the Saleable Area in the Project-Subject Lands shall be reserved as follows -
  - (i) 25 % of the residential Saleable Area (calculated in square feet) in the Project-Subject Lands shall be reserved for IREO, along with proportionate car parking space ("**IREO's BUA**"). IREO's BUA shall be demarcated in accordance with Clause 4.2 below.
  - (ii) 75 % of the residential Saleable Area (calculated in square feet) in the Project-Subject Lands shall be reserved for WDL, along with proportionate car parking space ("**WDL's BUA**"). WDL's BUA shall be demarcated in accordance with Clause 4.2 below. If the Project-Subject Lands comprise of any saleable area other than residential construction, such as commercial spaces, then such saleable area shall be reserved for WDL as part of WDL's BUA and WDL shall be entitled to all receivables from the same.




- 4.2 It is agreed and understood that WDL's BUA and IREO's BUA shall be demarcated on the final Building Plans approved by WDL in respect of the Project-Subject Lands, within 30 (thirty) days of sanction of the said Building Plans in respect of the Project-Subject Lands. It is further agreed that such demarcation and allocation shall be carried out by WDL, in consultation with IREO. The Parties will record the understanding in an agreed format.
- 4.3 Each Party shall be free to dispose, sell, transfer or otherwise deal with the built-up areas as mentioned above, and enter into agreements with the prospective purchasers (as attorneys of the Land Owners), and receive and appropriate the full and complete proceeds as per the agreed terms and give receipts and hand over ownership and possession of the saleable areas (as attorneys of the Land Owners) of the Project-Subject Lands falling to their respective shares to the purchasers / allottees.
- 4.4 WDL shall be entitled to collect and appropriate EDC, IDC and all other charges from the purchasers / allottees of apartments forming part of WDL's BUA that it may deem appropriate. It is clarified that notwithstanding that the EDC and the DC charges for the entire Project will be paid by IREO to the Government Authorities, WDL shall be entitled to receive, collect and appropriate the EDC and IDC charges that are collected from the allottees / purchasers of saleable area in WDL's BUA as part of the basic sale price and/or separately. Similarly, IREO shall be entitled to collect and appropriate the EDC and IDC charges that are collected for IREO's BUA. Further, all charges or deposits towards maintenance of Project-Subject Lands shall be appropriated and utilized by WDL in the manner it may deem fit in respect of the Project-Subject Lands.

### REFUNDABLE SECURITY DEPOSIT

- 5.1 As security towards compliance of its obligations under this Agreement, WDL agrees to pay to IREO an interest free refundable deposit equivalent to Rs. 4,71,70,87,000 (Rupees Four Hundred Seventy One Crore Seventy Lakh Eighty Seven Thousand Only) ("**Refundable Security Deposit**"). Out of the Refundable Security Deposit an amount of Rs. 3,33,33,15,000/- (Rupees Three Hundred Thirty Three Crore Thirty Three Lakh Fifteen Thousand Only) shall be paid by WDL to IREO simultaneously with the registration of this Agreement and WDL GPA. The balance of the Refundable Security Deposit shall be paid by WDL to IREO in the following manner:

An amount of Rs. 63,37,72,000 (Rupees Sixty Three Crore Thirty Seven Lakh Seventy Two Thousand only) shall be paid by WDL to IREO on the expiry of 180 days from the Effective Date or within 30 (thirty) days of IREO obtaining the approval for the Additional Lands and concomitant change in Zonal Plan in accordance with clause 8.1 below, whichever is earlier.

 Ireo Priva Limited	Watsonia Developers Private Limited	Ornament Realtors Private Limited	BTVS BiAldwell Private Limited
Base Exports Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverive Township Private Limited	Fiverivers Developers Private Limited	ComnI4ider Realtors Private Limited	

It is agreed that as security towards the obligation of IREO towards payment of Service Tax as provided in Clause 7.27 herein, an amount of Rs. 15,00,00,000 (Rupees Fifteen Crore) out of Rs. 63,37,72,000 (Rupees Sixty Three Crore Thirty Seven Lakh Seventy Two Thousand only) shall be deposited by WDL on behalf of IREO in an escrow account opened for this purpose ("Escrow Account").

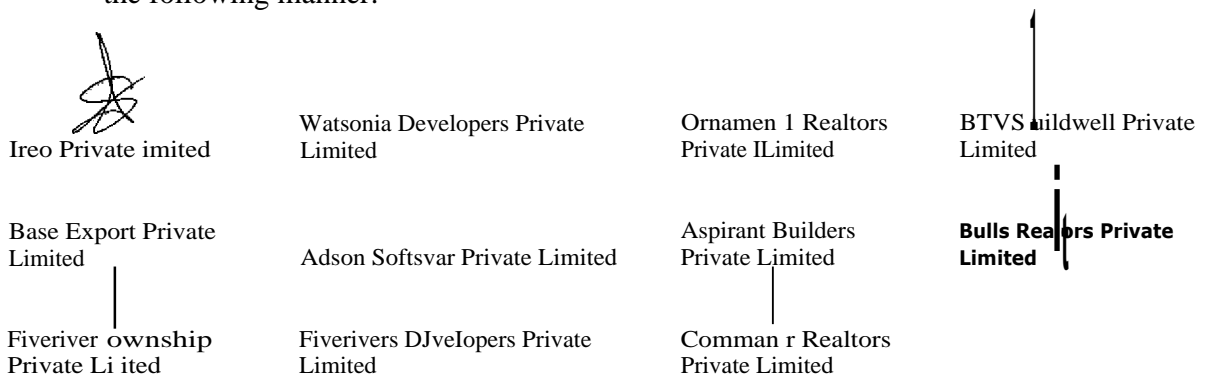
IREO shall be entitled to the above stated amounts lying to the credit of the Escrow Account after it has complied with the obligations stated in Clause 7.27 and received a written consent in this regard from WDL. WDL shall be entitled to withdraw the said amounts along with interest that may have accrued on the same in accordance with clause 7.27, from time to time, in the event IREO defaults in complying with its obligations therein and utilize the same towards payment of Service Tax. The balance amount, if any, in the Escrow Account, after fulfilling all the obligations related to Service Tax of IREO under this Agreement and Other Documents, shall be the entitlement of IREO and WDL shall forthwith hand over the same to IREO. IREO shall bear and pay all charges, fees and other related costs and expenses relating to the Escrow Account. In the event IREO defaults in such payments, WDL shall be entitled to pay directly to the Escrow Agent and claim refund from the IREO.

It is clarified that notwithstanding deposit of Rs. 15,00,00,000 (Rupees Fifteen Crore) in the Escrow Account and / or the withdrawal of the amounts from the Escrow Account by WDL (if required), the amounts shall at all times be treated to have been paid to IREO as part of the Refundable Security Deposit on the date the same were deposited in the Escrow Account. Taxes, if any on the interest accrued in the Escrow Account shall be payable by IREO, and the escrow agent shall be required to provide the TDS certificates in the name of IREO.

The Escrow Account shall be opened under a mutually agreed draft / format of escrow agreement, or a draft / format that the escrow agent may provide;

- (ii) An amount of Rs. 75,00,00,000/- (Rupees Seventy Five Crore only) ("Balance Security Deposit") shall be paid by WDL to IREO pursuant to the sanction of the final building plans approved by WDL and Environment Impact Assessment Approval for Project-Subject Lands, in such timelines / instalments as may be mutually agreed to between IREO and WDL.

5.2 WDL shall be entitled to receive refund of the entire Refundable Security Deposit in the following manner:



(0) On IREO's BUA being sold before completion of the same, the Net Sales Revenue collected from IREO's BUA shall be adjusted towards the Refundable Security Deposit as provided in Clause 6.2 (iii) below.

(ii) Upon completion of the IREO's BUA if the entire amount of Refundable Security Deposit is not received by WDL as per Clause 5.2 (i), IREO shall forthwith refund the balance amount to WDL. Notwithstanding any other right or remedy available to WDL under Applicable Law, IREO shall be liable to pay an interest @ 12% per annum compounded annually to WDL in the event of any delay or default in this regard for the entire delay period.







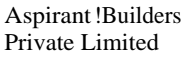
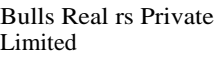
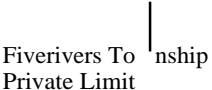
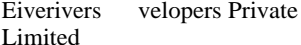
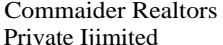
5.3 The Refundable Security Deposit is an interest free deposit. However, in the event IREO fails or delays to comply with any of the IREO Obligations under this Agreement within such timelines as is considered reasonable by WDL, the Refundable Security Deposit will become an interest bearing security deposit for such delayed period. IREO shall be required to pay an interest of @ 18% per annum compounded annually on the Refundable Security Deposit for the entire period of such delay! extension.

6 BRANDING, MARKETING & SALE



6.1 The entire Project-Subject Lands shall be branded, marketed, advertised and sold in the name and manner and under the brand and logo as WDL may deem fit, including under the brand and logo of WDL or its Affiliates or group companies. To ensure maximum realisation and to avoid confusion in the market place and for other pertinent reasons, IREO shall use the same brokers, channel partners and all service providers for sale of entire IREO's BUA as WDL uses for sale of WDL's BUA. The name and logo of the Project-Subject Lands as decided by WDL, shall be used for all marketing materials including all marketing communication, brochures and advertisements. WDL and IREO may decide upon further terms, if any with regard to branding.

6.2 Each party shall be free to dispose, sell and transfer their respective saleable areas and enter into agreements with the prospective purchasers as it may deem fit. WDL shall be entitled to sell, transfer or dispose of the saleable area in the WDL's BUA and collect and appropriate all revenues thereof in the manner it deems fit. However, it is agreed and understood that IREO and Land Owners shall comply with the following in process of sale of IREO's BUA —

(i) In order to ensure maximum realization, IREO undertakes and affirms that it shall at all times price the saleable area! units in the IREO's BUA at not less than the price at which WDL is pricing the units in the WDL's BUA from time to time. Further, the pricing mechanism and product mix will be similar to what is being used by WDL for WDL's BUA.

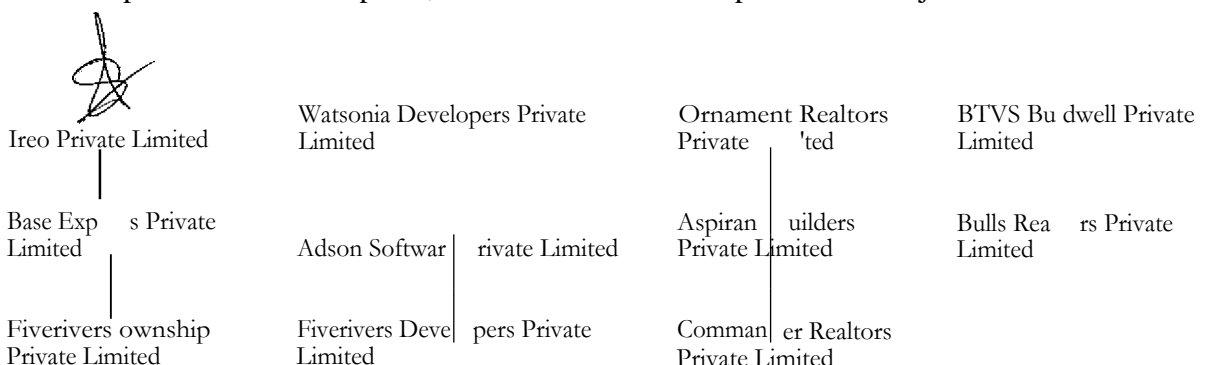
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 Base ExportsI private Limited	 Adson Sof are Private Limited	 Aspirant !Builders Private Limited	 Bulls Real rs Private Limited
 Fiverivers To nship Private Limit	 Eiverivers Developers Private Limited	 Commaider Realtors Private Ijimited	

- (ii) All allotment documentation in respect of IREO's BUA shall be in the formats as may be used by WDL for WDL's BUA.
- (iii) The Net Sales Revenue (i.e. the basic sale price, the preferential location charges, car parking charges, club house membership charges, EDC, IDC, power backup charges, transfer fees, legal charges, cancellation / forfeiture charges, interest on delayed payments and all such other similar charges that can be retained by a developer / promoter of a project of a similar nature) collected from allottees / purchasers of IREO's BUA shall be deposited in a separate bank account opened by IREO in this regard towards refund of the Refundable Security Deposit. IREO, will provide an irrevocable standing instruction (or enter into a tripartite agreement as may be required by WDL) to the said bank account for transfer of all amounts collected in this account to
  - WDL's designated account forthwith, which instructions will not be varied by
  - IREO and/or the bank without prior written consent of WDL. WDL will provide the details of the bank account to which such transfer has to be effected prior to launch of the Project-Subject Lands. IREO agrees, undertakes and confirms that such instructions shall be maintained and the Net Sales Revenue collected for the IREO's BUA shall be transferred to WDL's designated account, as stated above.
- (iv) Other Charges (i.e. service tax, VAT, stamp duty, registration charges and all other similar charges that are required to be transferred / deposited to a Government Authority) shall be collected by IREO in the manner it deems fit. IREO will utilize / deposit the Other Charges with the relevant Government Authority as per the Applicable Law.
- (v) It is agreed and understood that 'WDL shall be entitled to receive, retain and utilize in the manner it deems fit the IFMS / IBMS / maintenance charges and ECC that are to be collected from the allottees / purchasers of the saleable area of the entire Project-Subject Lands. IREO undertakes and affirms to collect and deposit such charges collected from allotment / sale of IREO's BUA directly in the name of a bank account of WDL or of the maintenance agency appointed by WDL, details of which shall be provided by WDL to IREO prior to launch of the Project.
- (vi) IREO and WDL may collect stamp duty and registration charges for sale / allotment of the IREO's BUA and WDL's BUA, respectively, and utilize it in an appropriate manner.

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	<b>Ornamenia I Realtors Private Limited</b>	<b>BTVS BuiJlweII Private Limited</b>
 <b>Base Exports Private Limited</b>	<b>Adson Sof re Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers To ship Private Limited</b>	<b>Fiverivers Developers Private Limited</b>	<b>Commant Realtors Private Limited</b>	


**7 MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS**

- 7.1 In consideration of performing / undertaking, their respective specific and separate obligations under this Agreement, WDL and IREO are each entitled to the revenue from sale of their respective Saleable Area, as provided in this Agreement i.e. IREO shall be entitled to the revenue from IREO's BUA, when the same is sold to third party allottees / purchasers and WDL shall be entitled to the revenue from the WDL's BUA, when the same is sold to third party allottees / purchasers, in accordance with the terms of this Agreement. The authorizations given by the Land Owners and IREO to WDL are to facilitate the construction / development process and the process of sale / allotment of the WDL's BUA. This Agreement is not to be construed as transferring / conveying ownership on the Subject Lands and / or the future construction on the same in favour of WDL and / or IREO. The ownership of the Subject Lands shall continue to remain with the Land Owners until the same are transferred / conveyed to the allottees / purchasers of the Saleable Area. WDL shall have an unequivocal right of specific performance of this Agreement along with all injunctive remedies as provided in clause 17 below.
  
- 7.2 It is agreed and understood between the Parties that WDL has entered into this Agreement relying on the representation of IREO and the Land Owners that IREO possesses development rights on the Total Lands, which it acquired by virtue of duly executed and binding documents / contracts. There is no restriction on IREO to execute and enter into this Agreement on the terms hereof.
  
- 7.3 WDL shall be free to get this Agreement and WDL-GPA registered at the office of the jurisdictional sub registrar and IREO and Land Owners shall present itself through a duly authorised representative at the said office for execution and registration thereof. All costs, charges, duties and expenses incurred in this regard shall be borne by WDL.
  
- 7.4 It is agreed and understood between the Parties that all facilities, amenities and common areas constructed as part of the Project- Subject Lands including the community centre, club house, shops, swimming pool, tennis courts, other common areas (the "**Subject Lands Facilities / Common Areas**") shall be for the exclusive use and utilization by the owners of apartments constructed as part of the Project-Subject Lands. The owners/ occupants of the apartments constructed as part of the Project-Remaining Lands shall not be entitled to access, utilize or claim the Subject Land Facilities / Common Areas. WDL shall file a deed of declaration under the Haryana Apartment Ownership Act, 1983 and its rules in respect of the Subject Lands and create





an association of the owners of the apartments constructed on the Subject Lands, as and when and in the manner deemed fit by WDL.

- 7.5 It is agreed and understood between the Parties that all facilities, amenities and common areas constructed on the Remaining Lands including the community centre, club house, shops, swimming pool, tennis courts, other common area (the "**Remaining Lands Facilities / Common Areas**") shall be for the exclusive use and utilization by the owners of apartments constructed within the Remaining Lands. The owners/occupants of the apartments constructed in the Subject Lands shall not be entitled to access, utilize or claim the Remaining Lands Facilities / Common Areas. IREO shall be entitled to file a Deed of declaration under the Haryana Apartment Ownership Act, 1983 and its rules in respect of the Remaining Lands and create an association of the owners of the apartments constructed on the Remaining Lands.
- 7.6 Simultaneously with the execution of this Agreement, possession of the Subject Lands has been shared with WDL, for implementing the WDL Obligations and receiving all benefits / entitlements of the WDL Rights. WDL confirms that the possession of WDL is only to undertake the obligations and entitlements of WDL under this Agreement.
- 7.7 Certain areas forming part of the Project Lands have been earmarked / reserved for roads as per the master plan for Gurgaon and the Zoning Plan for the Group Housing Colony as approved by the DTCP. The Parties agree that the proposed service road abutting the Subject Lands and as demarcated in grey colour in the plan annexed as **Schedule-III**, shall be constructed by WDL at its cost and expense.
- 7.8 In the event the Revenue Rasta is, shifted out of the Project-Subject Lands in accordance with clause 3,7.1 above, the land area of the existing Revenue Rasta shall also be utilised in perpetuity for exclusive use of the Project-Subject Lands in accordance with the conceptualisation / design that WDL prepares for the Project-Subject Lands.
- 7.9 It is agreed between the Parties that in the event any connection relating to facilities such as electricity, sewer and water cannot be obtained separately for the Project-Subject Lands and the Project-Remaining Lands, the said connection(s) shall be obtained at the Project-Subject Lands from the concerned authority. However, adequate access to the said connections / facilities shall be provided to the owners / occupants of the apartments constructed on the Remaining Lands, at the cost and expense of IREO. Adequate provisions shall be made for measuring the consumption separately for the Project-Subject Lands and the Project-Remaining Lands, in accordance with Applicable Law.

<b>4</b>			
Ireo Private Limited	Watsonia Developers Private Limited	Ornamenta ealtors Private Limited	BTVSBuildwell Private Limited
Base Export private Limited	Adson Software Private Limited	AspiranijlBuilders Private Limited	Bulls ealtors Private Limited
Fiverivers T wnship Private Limited	Fiverivers Developers Private Limited	Comma der Realtors Private Limited	



- 7.10 Parties shall construct and develop the Projects-Subject Lands on the Subject Lands in compliance with the License, sanctioned plans and in compliance with the Approvals.
- 7.11 WDL shall be entitled to do all things, deeds and matters pertaining to all of the development activities on and in relation to the Subject Lands in exercise of WDL Rights and for the purpose interact with any Government Authority or any other person in respect of any acts, deeds, matters and things which may be done or incurred by, and as have been agreed under this Agreement, and to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may required from time to time in this behalf.
- 7.12 WDL, the Land Owners and IREO agree and covenant that at any time after the execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the WDL Rights, IREO Rights, the Subject Lands or the Project-Subject Lands,
- 7.13 WDL, the Land Owners and IREO shall not and shall ensure that no other person, acting under or through any of them, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the WDL Rights by WDL, or (ii) interferes with or causes any obstruction or hindrance in the exercise of any of the IREO Rights by IREO or (ii) whereby the WDL Rights or the rights of WDL in respect of the Subject Lands are prejudicially or (iii) whereby IREO Rights or the rights of IREO in respect of the Subject Lands are prejudicially affected. Without limiting the generality of the foregoing, neither WDL, the Land Owners, IREO nor any of their representatives or agents shall interact with, apply to or appear before any concerned Government Authority or any third party in respect of the Subject Lands Or the Projects-Subject Lands except for development of Project-Subject Lands and obtainment of Approvals as provided herein and shall not interfere with the use or quiet enjoyment of the Subject Lands as set out herein. In performance of its duties and the exercise of its rights, powers and authorities under this Agreement, WDL, IREO and Land Owners shall act in the best interests of each other and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the other.
- 7.14 The Land Owners and IREO have fenced the Subject Lands and Additional Lands along its boundary after obtaining all necessary sanctions / approvals from the gram panchayat and after settling all objections (if any) of the local villagers.

			
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Base Expo Private Limited	Ad son Software 1:1) ivate Limited	Aspirant ullders Private Limited	Bulls ealtors Private Limited
Fiverivers llbwnship Private Limited	Fiverivers Devel ers Private Limited	Commai4r Realtors Private IJimited	

7.15 In the event of any disputes, claims, demands, suits, complaints (including customer complaints), accident, death, contractor dispute, litigation, is/are raised, filed, occur or created in relation to the Project-Subject Lands, then the Party responsible for it shall be liable for the same and settle and contest the same at its own cost, risk and expense. The Parties shall keep each other indemnified in this regard. In the event there is any dispute, claim, demand or suit in relation to the title and/ or possession of the Land Owners on the Total Lands or on the rights vested in WDL under this Agreement, the same shall be settled by IREO and Land Owners, at their own cost and expense. IREO and Land Owners shall keep WDL indemnified in this regard.

7.16 The Parties shall comply with all laws including but not limited to workers, guidelines & notifications of DTCP, Income Tax Act, 1961, VAT, WCT, Service Tax, PF, construction workers tax, including all others, as currently applicable and those that may be applied in future, pertaining to Project-Subject Lands/implementation of the Project-Subject Lands/sale of the WDL's BUA and sale IREO's BUA/ maintenance of Project-Subject Lands. Service Tax that may be applicable in respect of this Agreement shall be borne and paid by IREO.

7.17 WDL and IREO shall ensure that their respective contractors take adequate insurance to cover the construction perils and risks.

7.18 Entire payments towards EDC, IDC and IDW (and any enhancement thereof) as payable in respect of the License till date have been paid by IREO. Any demand made thereof in future shall also be paid by IREO at all times. All costs which may be required for further renewal of the Approvals and License shall be paid by IREO. IREO shall at all times maintain the Infrastructure Development Works bank guarantee with DTCP at its cost and expense.

7.19 The remaining FSI out of the Total Project FSI shall be utilized by IREO on the Remaining Lands ("**FSI-Remaining Lands**") or on any other parcel of land as may be permitted. It being also clarified that in the event Total Project FSI is increased at any time in future, such increased FSI shall be the sole and absolute property of IREO and in no event WDL or IREO shall consume FSI in excess of the FSI-Subject Lands or density in excess of the Density-Subject Lands on the Subject Lands. In such an event of any increase in Total Project FSI, all additional License obligations will be a part of the WO Obligations. Similarly, any reduction in the Total Project FSI due to road set back or acquisition of land by authorities for roads, shall be effected from the FSI-Remaining Lands only and such reduction in FSI shall not affect FSI-Subject Lands.

7.20 It being expressly agreed that other than the IREO's Costs, IREO shall not be responsible or liable to spend any other amount with respect to the Project-Subject Lands and all other amounts, costs and expenses required to be spent on the

IREO Private Limited	Watsonia Developers Private Limited	Ornament Realtors Private Limited	BTV Buildwell Private Limited
Base Expts Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Walters Private Limited
Fiverivers Ownership Private Limited	Fiverivers Developers Private Limited	Commanilèr Realtors Private Limited	

Project-Subject Lands shall be the sole and absolute liability of WDL.

- 7.21 All communications received from the Government Authorities that may pertain to the Subject Lands / Project-Subject Lands, shall be shared by IREO / Land Owning Companies with WDL within 48 (Forty) Forty Eight hours of receiving the same.
- 7.22 In the event any issue / dispute is raised by any Government Authority or Person including the local residents / villagers with regard to the fencing / boundary of the Subject Lands, the same shall be resolved by IREO at its own cost.
- 7.23 If so requested by WDL, IREO shall, itself or through its affiliates, provide Management Technical Services relating to the Project, based on its experience and resources in development within the vicinity of the Subject Lands.
- 7.24 In the event IREO defaults to perform any of IREO Obligations under this Agreement or if the Land Owners fail to perform any of their obligations, within such time as considered reasonable by WDL, WDL shall be entitled to step in and undertake all such acts, deeds and things as may be required to achieve the obligation that IREO defaulted to undertake, at the cost and expense of IREO. IREO shall reimburse such amounts to WDL forthwith upon receiving an intimation of such expenditure from WDL. In the case of any delay in such payments, an interest @ 18% per annum shall be payable by IREO to WDL for the entire delay period.
- 7.25 IREO shall undertake and perform all IREO Obligations / IREO-Subject Lands Development Obligations within such timelines as is considered reasonable by WDL and / or within such timelines as are devised along with the landscaping, conceptualization, planning, architecture, construction & design of the Project-Subject Lands prepared in accordance with Clause 3.2 above.
- 7.26 It is expressly agreed that though IREO will be consulted for demarcation of the built up area as per clause 4.2 above, the decision of WDL shall be final and binding in that regard.
- 7.27 It is agreed that Service Tax applicable on the IREO's BUA and WDL's BUA and any future alterations to the same as also on any other transactions between IREO and WDL where it has been agreed that service tax is to be borne and paid by IREO, from time to time, under this Agreement and Other Documents, shall be borne and paid by IREO. In respect of the IREO's BUA, IREO undertakes to pay to WDL the Service Tax, within 7 (seven) days from receiving an invoice in this regard from WDL. WDL shall raise the said invoice upon demarcation of the IREO's BUA and WDL's BUA as per clause 4.2 of this Agreement, or at such time as the said Service Tax may accrue under Applicable law. In the event IREO defaults in making such Service Tax payments, WDL shall be

			
Ireo Private Limited	Watson in Developers Private Limited	Ornament Realtors Private Limited	BTVS Bu well Private Limited
Base Exports Private Limited	Adson Software Private Limited	Aspiran Builders Private Limited	Bulls Realtors Private Limited
Fiverivers To ship Private Limited	Fiverivers Developers Private Limited	Comma der Realtors Private Limited	

entitled to withdraw the amounts kept in the Escrow Account, from time to time, in accordance with Clause 5.1 (i) herein and directly pay the Service Tax to the authorities. It is clarified that notwithstanding the withdrawal of the amounts from the Escrow Account by WDL, the amounts shall at all times be treated to have been paid to IREO as part of the Refundable Security Deposit. In the event the Service Tax amount is higher than the amount lying in Escrow Account in accordance with clause 5.1(i), WDL shall be entitled to pay the additional amount to the authorities. Notwithstanding any other right or remedy available under law, IREO shall be liable to pay an interest @18% per annum on the said additional amounts to IREO from the time the said amounts are paid by WDL to the authorities till IREO refunds the same to WDL.


It has been agreed that the Service Tax if applicable on the transfer of the development rights by IREO to WDL and the construction cost incurred by IREO for WDL's BUA allocation, the same shall be payable by IREO to the authorities upon demarcation of the IREO's BUA and WDL's BUA in accordance with Clause 4.2 of the Agreement. IREO shall provide tax invoice or debit note in this regard to WDL. WDL upon utilizing CEN VAT Credit for the said Service Tax amount, shall pay the Service Tax amounts received to IREO within 7 (seven) days of receiving the same. WDL undertakes to take all reasonable efforts to be entitled to take said credit.

7.28 The stamp duty and registration charges in respect of this Agreement and the WDL-GPA shall be borne and paid by WDL. The Parties will make best efforts for registration of this Agreement and the WDL-GPA within 10 (ten) days of execution of this Agreement. However, in the event the Agreement and WDL-GPA are not registered for any reason, the Parties will discuss and reconsider the structure for the transaction.

7.29 Simultaneously with the execution and registration of this Agreement, IREO has agreed to provide appropriate collateral securities to secure WDL against default by IREO in any of its obligations and responsibilities under this Agreement including IREO Obligations.

7.30 In the event IREO and the Land Owners enter into any third party arrangement/ contract including collaboration / development agreement in respect of the Remaining Lands, IREO and the Land Owners shall ensure that such third party contract / arrangement, and / or collaboration / development agreement shall adhere to and comply with development related covenants of IREO and Land Owners for the Remaining Lands under this Agreement and the WDL Obligations and WDL Rights under this Agreement are not effected in any manner whatsoever.

7.31 This Agreement supersedes all earlier understandings, heads of terms, deeds, documents whatsoever written, oral or otherwise between the Parties.


 Ireo Private Limited	Watsonia Developers Private Limited	Ornamental Realtors Private limited	BTVS Buildwell Private Limited
Base Exports Private Limited V	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverive Developers Private Limited	Commander Realtors Private Limited	

8 UNDERSTANDING ON ADDITIONAL LANDS

8.1 IREO under the authorization from the Land Owners, have filed an application with DTCP for an amendment to the License in as much as to add the Additional Lands to the Licence and take out corresponding area out of the Remaining Lands from the Licence. It is agreed and understood that IREO will undertake the said exercise and obtain the relevant approvals for addition of the Additional Lands to the License and concomitant approval of the zonal plan and provide a written intimation in this regard to WDL on or before 180 days from the Effective Date. It is understood that the understanding stated in Clause 8.2 below will deem to have taken effect immediately upon receipt of the said written intimation from IREO / Land Owners, subject to the same being provided to WDL on or before 180 days from the Effective Date. However, in the event WDL so requires, IREO and the Land Owners will provide a written confirmation / acknowledgment in this regard or sign and execute such documents as may be deemed necessary by WDL. Further, IREO shall simultaneously with receipt of Additional Refundable Security Deposit (as per clause 8.2 (vii) below) share possession of the Additional Lands with WDL, for implementing the WDL Obligations and utilising the WDL Rights. It is clarified that subject to Clause 8.3 below, in the event the approvals for addition of the Additional Lands to the License and concomitant approval of the zonal plan are not obtained by IREO within the timelines stated above, WDL shall be under no obligation to add the Additional Lands to the Subject Lands / Project-Subject Lands.

8.2 It is agreed that if the understanding on Additional Lands becomes effective in accordance with Clause 8.1 above, the Project-Subject Lands will be developed upon the aggregate of the Subject Lands and the Additional Lands. Further, the reference of "Subject Lands" at all places in the Agreement will be in respect of aggregate of Subject Lands and Additional Lands, and all entitlements, understanding and obligations of WDL, IREO and the Land Owners in relation to the "Subject Lands", will be in respect of the aggregate of the Subject Lands and the Additional Lands. Similarly, the reference of the Remaining Lands at all places in this Agreement shall be in respect of the reduced land area of the Remaining Lands, and all understandings, obligations and entitlements of IREO relating to the Remaining Lands shall be in respect of the reduced land area of the Remaining Lands. Further, the FSI utilizations, area share entitlements, development obligations and Refundable Security Deposit will be as under:


- (i) FSI to be constructed on the Project-Subject Lands shall be the aggregate of the FSI-Subject Lands (740000 square feet i.e. 68748 square meter ) and FSI-Additional Lands (120000 square feet i.e. 11148 square meter ) i.e. the FSI to be constructed on the Project-Subject Lands will be 860000 square feet (equivalent

 Ireo Private Limited	Watson la Devel pers Private Limited	Orname ai Realtors Private Iimited	BTVS BullllweII Private Limited
Base Expor Private Limited	Adson Softw e Private Limited	Aspirant uilders Private Limited	Bulls Real rs Private Limited
Fiverivers T nship Private Limitell	Fiverivers De opers Private Limited	Commande ealtors Private Limited	

to 79897 square meter).

- (ii) The density to be utilized on the Project-Subject Lands shall be the aggregate of the Density-Subject Lands and the Density-Additional Lands i.e. the density for the Project-Subject Lands shall be 3385 persons.
- (iii) FSI-Remaining Lands to be utilized on the Remaining Lands would be the difference of the Total Project FSI and the aggregate of the FSI-Subject Lands and FSI-Additional Lands i.e. FSI-Remaining Lands would be 337268 square feet (equivalent to 31333 square meter) of residential development;
- (iv) The Density-Remaining Lands would be revised to be the Density-Project Lands less the aggregate of the Density-Subject Lands and Density-Additional Lands i.e. 1327 persons.
- (v) IREO-Subject Lands Development Obligations would remain unchanged and would be as provided in **Schedule-V** hereof. The WDL-Subject Lands Development Obligations would be enhanced as provided in **Schedule-V** hereof.
- (vi) Saleable Area will be reserved in same proportion as provided in clause 4.1 above.
- (vii) The Refundable Security Deposit amount provided in Clause 5.1 above shall be enhanced from Rs. 4,71,70,87,000 (Rupees Four Hundred Seventy One Crore Seventy Lakh Eighty Seven Thousand Only) to Rs. 5,38,29,95,000 (Rupees Five Hundred Thirty Eight Crore Twenty Nine Lakh Ninety Five Thousand only). WDL shall endeavour to pay the differential amount of Rs. 66,59,08,000 (Rupees Sixty Six Crore Fifty Nine Lakh Eight Thousand only) (the "**Additional Refundable Security Deposit**") within 21 (twenty one) days of receiving the intimation from IREO with regard to addition of the Additional Lands and concomitant revisions / approval for the zonal plans, but no later than 30 (thirty) days from such intimation. The Balance Security Deposit amount provided in ---Clause 5.1(ii) will remain constant and the same shall be payable by WDL to IREO in accordance with Clause 5.1 above. The reference of Refundable Security Deposit at all places in the Agreement will be deemed to be reference to the aggregate of the Refundable Security Deposit and the Additional Refundable Security Deposit.

8.3 It is agreed that in the event the Additional Lands approval are not obtained in accordance with Clause 8.2 above and within the timelines provided therein, IREO shall make best endeavor to ensure that at-least a part of the Additional Lands measuring 1.04375 acres ("**Part Additional Lands**") is added to the Project Lands and

 Ireo Private Limited	Watsonia Developers Private Limited	Ornamental Realtors Private Limited	BTVS Buildwell Private Limited
Base Exports Private Limited	Adson Softly Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Ownership Private Limited	Fiverivers Developers Private Limited	Commander Realtors Private Limited	

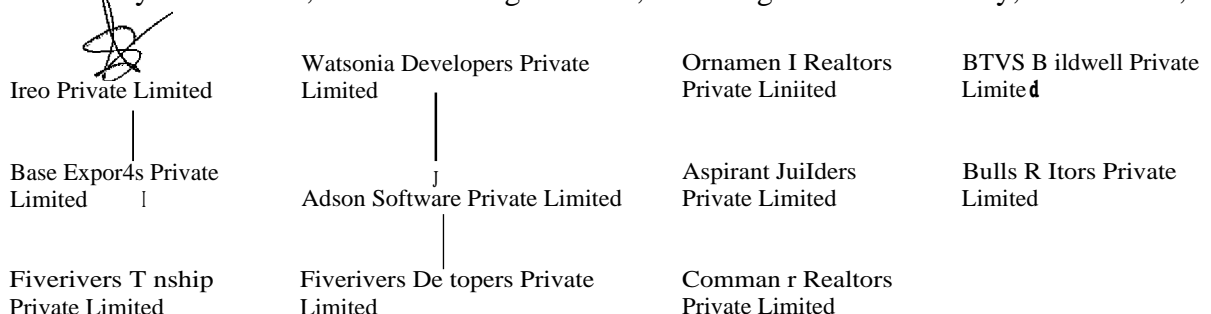
the License and concomitant zonal plan approvals are obtained within 18 (eighteen) months from the Effective Date. WDL shall be entitled to extend the said timelines as it may deem fit. The Part Additional Lands are described in **Schedule-1** and coloured as shaded yellow in the plan attached as **Schedule-III**. Upon IREO obtaining the approval for addition of the Part Additional Lands to the Project / License, the Part Additional Lands shall be deemed to be a part of the Subject Lands for all intent and purposes in this Agreement. However, the Project-Subject Lands shall be developed upon the aggregate of the Subject Lands and the Part Additional Lands. Further, on receiving the above said approval for addition of the Part Additional Lands to the Project Lands / License, IREO will forthwith share the possession of the Part Additional Lands with WDL, for implementing the WDL Obligations and utilising the WDL Rights. It is however agreed that irrespective of whether the Part Additional Lands are added to the Subject Lands or not, the understanding with regard to the FSI and density utilization on the Subject Lands and the Remaining Lands and other obligations and entitlements provided in this Agreement shall remain unchanged. However, in case Part Additional Lands are added in accordance with this clause, the Refundable Security Deposit shall be enhanced as under:

- (i) The Refundable Security Deposit amount provided in Clause 5.1 above shall be enhanced from Rs. 4,71,70,87,000 (Rupees Four Hundred Seventy One Crore Seventy Latch Eighty Seven Thousand Only) to Rs. 4,73,70,87,000 (Rupees Four Hundred Seventy Three Crore Seventy Lakh Eighty Seven Thousand Only). WDL shall endeavour to pay the differential amount of Rs. 2,00,00,000/- (Rupees Two Crore only) (the "**Part Additional Refundable Security Deposit**") within 21 (twenty one) days of receiving the intimation from IREO with regard to addition of the Part Additional Lands to the Subject Lands and concomitant revisions / approval for the zonal plans and the WDL receiving access to the Part Additional Lands, but no later than 30 (thirty) days from such intimation. The Balance Security Deposit amount provided in Clause 5.1 (ii) will remain constant and the same shall be payable by WDL to IREO in accordance with Clause 5.1 above. The reference of Refundable Security Deposit at all places in the Agreement will be deemed to be reference to the aggregate of the Refundable Security Deposit and the Part Additional Refundable Security Deposit.

## 9. REPRESENTATIONS AND WARRANTIES

9.1 **Each of the Parties hereby represents, warrants and undertakes to the other Party that:**

9.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, document or agreements, including power of Attorney, and consents,




contemplated hereunder or pursuant hereto (the "**Other Documents**"). The Other Documents will form an integral part of the understanding recorded in this Agreement, and the Parties will at all times comply with the terms and conditions of the same.

9.1.2 the execution and delivery of this Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorised by all necessary corporate or other action of the Party; the execution, delivery and performance of this Agreement or any Other Documents by such Party and the consummation of the transaction contemplated hereunder or under any Other Document shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

**9.2 The Land Owners and IREO represent, warrant and undertake to WDL, that:**

9.2.1 Title and Encumbrance related representations, warranties and undertaking of IREO and the Land Owners to WDL— The Land Owners are vested with absolute ownership and clear and marketable title to the Total Lands and are the recorded owners and in possession of the Total Lands in all governmental records including the Record of Rights. The Land Owners are vested with clear, marketable, unfettered, absolute and unrestricted right, title and interest on their respective portions of the Total Lands. The right, entitlement, possession, ownership and receivable of the Land Owners on their respective portions in the Total Lands are free from any existing / subsisting Encumbrance (*as defined herein*) whatsoever.

- (a) IREO and the Land Owners shall be jointly and severally liable, responsible and obligated to undertake, effect and ensure all steps necessary and required, at their own costs and expenses, to rectify, redeem, rehabilitate, cure, validate and set right any claim(s), impediment(s), restriction(s) or defect(s) on the title and possession of the Land Owners on the Total Lands and meet, discharge, deal with and settle all claims and demands, notices, prosecutions, litigations and proceedings to the satisfaction of WDL, so as to ensure that the title and possession of the Land Owners on the Total Lands remains clear and marketable at all times and the representations stated in under Clause, 9.2.1 above remains true and correct at all times. It is clearly agreed and understood that the liability/obligation of the Land Owners and IREO to undertake, effect and ensure all steps necessary and required, and incur the costs and expenses stated above to rectify, redeem, rehabilitate, cure, validate and set right such claim(s), impediment(s), restriction(s) or defect(s) on the title and possession of the Land Owners on the Subject Lands (and on the Additional Lands or <sup>Part</sup> Additional


 Ireo Private Limited	Watsonia Developers Private Limited	Orname 'Realtors Private Limited	BTVS Uuidwell Private Limited
Base Expor Private Limited	Adson Software Private Limited	AsirantTuiIders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverivers Developers Private Limited	Command1r Realtors Private Limited	



Lands in the event that same are added to the Subject Lands in accordance with the terms of this Agreement) to the satisfaction of WDL, is without prejudice to and in addition to the indemnification provided by the Land Owners and IREO to WDL under clause 12.1 herein.

- (b) Provided, that in the event any claim(s), impediment(s), restriction(s) or defect(s) on the title and possession and said representation of IREO and the Land Owners occur in future for the reason that were not reasonably expected to have been in the actual knowledge of the Land Owners and / or IREO on the Effective Date, the cost and expense that the Land Owners and IREO shall be jointly and severally liable to incur to rectify, redeem, rehabilitate, cure, validate and set right such claim(s), impediment(s), restriction(s) or defect(s) to the satisfaction of WDL and maintaining clear, marketable and absolute title on the Subject Lands (and on the Additional Lands or Part Additional Lands in the event that same are added to the Subject Lands in accordance with the terms of this Agreement) shall be only up-to Rs. 4,63,00,00,000 /- (Rupees Four Hundred and Sixty Three Crore). It is clearly agreed and understood that the liability/obligation of the Land Owners and IREO to undertake, effect and ensure all steps necessary and required, and incur the costs and expenses stated above to rectify, redeem, rehabilitate, cure, validate and set right to the satisfaction of WDL such claim(s), impediment(s), restriction(s) or defect(s) on the title and possession of the Land Owners on the Subject Lands (and on the Additional Lands or Part Additional Lands in the event that same are added to the Subject Lands in accordance with the terms of this Agreement) as stated above is without prejudice to and in addition to the indemnification provided by the Land Owners and IREO to WDL under clause 12.1.2 herein, provided that in such eventualities i.e. where the claim(s), impediment(s), restriction(s) or defect(s) occur in future for the reason that were not reasonably expected to have been in the actual knowledge of the Land Owners and / or IREO on the Effective Date, the aggregate of all amounts spent/paid/incurred by the Land Owners and IREO to rectify, redeem, rehabilitate, cure, validate and set right such claim(s), impediment(s), restriction(s) or defect(s) to the satisfaction of WDL and the indemnification under clause 12.1.2 shall be not more than Rs. 4,63,00,00,000 /-
- (Rupees Four Hundred and Sixty Three Crore). IREO and the Land Owners shall be required to provide sufficient evidence for the amounts that have been
  - spent/paid/incurred towards to rectify, redeem, rehabilitate, cure, validate and set right the said claim(s), impediment(s), restriction(s) or defect(s)

It is clarified that any cost and expense to be incurred to rectify, redeem, rehabilitate, cure, validate and set right any claim(s), impediment(s), restriction(s) or defect(s) in respect of the Remaining Lands shall be incurred in totality by the Land Owners and IREO in all circumstances and at all times.

 Deo Private Limited	Watsonia Developers Private Limited	Ornamet1 Realtors Private Limited	BTVS Builtwell Private Limited
Base Exports Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiveriver ownership Private Limited	Fiverivers Developers Private Limited	Commai4ler Realtors Private limited	

9.2.2 **Other** representations, warranties and undertaking of IREO and the Land Owners to WDL

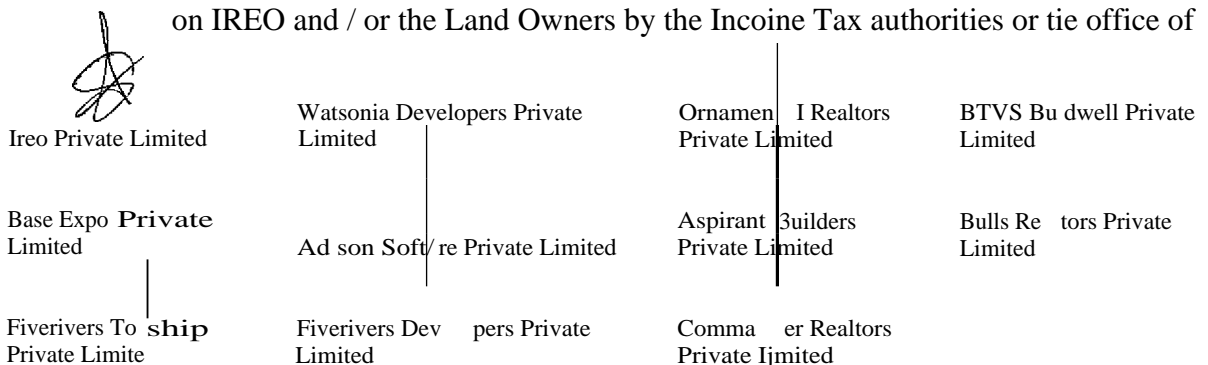
- (a) There are no easementary rights, revenue rasta, public road going through any part of the Subject Lands, except one revenue rasta (as mentioned in clause 9.2.2 (f) below), and there are no encroachments by any third party on the Total Lands.
- (b) IREO and the Land Owners shall be responsible for the IREO Obligations and the obligations of the Land Owners under this Agreement, and shall discharge the same diligently and in a timely manner.
- (c) IREO shall be responsible for the IREO's Costs and spend/incur the same in a timely manner;
- (d) IREO and the Land Owners shall not interfere with the WDL-Rights and with the performance by WDL of the WDL Obligations;
- (e) All information in relation to the transaction contemplated herein which would be material to WDL for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, as is available and known to IREO / the Land Owners, has been made available and disclosed to WDL and continues to be, true, complete and accurate in all respects and not misleading in any manner.
- (f) The Subject Lands are contiguous, except for a revenue rasta of 11 feet width traversing through the same. The Subject Lands have a proper access through a proposed motorable sector road having a width of 60 meters (with 12 meter wide service road) and 24 meters (the said proposed roads are marked in the plan annexed as **Schedule-III**). There are no roads traversing except the said revenue rasta through the Subject Lands or part thereof, and the Project-Subject Lands can be developed on the entire Subject Lands.
- (g) There is no well, nalla, water stream running currently through any part of the Total Lands. There are no tube wells on the Subject Lands. There is no place of worship or cemetery / burial ground on the Total Lands, as on date.
- (h) The Subject Lands and Additional Lands are vacant, except that there is a concrete water storage tank on the Additional Lands. IREO will remove the same before addition of the Additional Lands in accordance with Clause 8.1 & 8.2 above.



duly executed, binding and irrevocable documents and authorisations executed between IREO and the Land Owners. The various agreements, authorisations, documents, etc. executed between the Land Owners and IREO have been duly stamped. Any deficiency of stamp duty, interest, penalty etc. on the same shall be immediately paid by IREO. IREO and the Land Owners shall keep WDL fully indemnified in this regard.

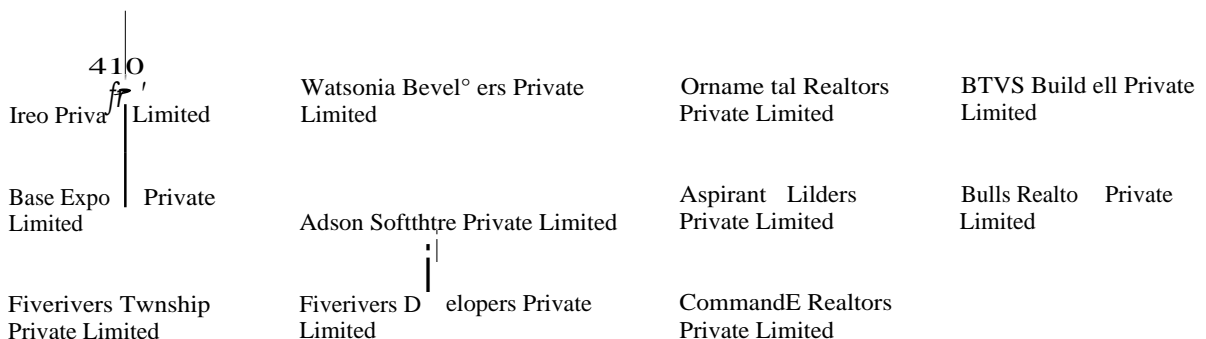
As a concomitant part of the said development rights, IREO is in possession of the entire Total Lands. IREO has legally valid entitlement to the development rights thereof, which are free from any claims, challenges or illegality, and the Land Owners have not committed any act of commission or omission which could prejudicially affect the execution and enforcement of this Agreement. In furtherance to this Agreement, WDL shall be vested with the WDL Rights on the Subject Lands, which can be exercised in accordance with and subject to the terms of this Agreement.

- (j) That there are no pending or threatened litigations (including any appellate proceedings), arbitrations, suits, proceedings, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, income tax notices or investigations, enforcement directorate proceedings or investigations of any nature whatsoever or court orders from any Government Authority or on any other person on the Project and / over the Total Lands or on the receivable/entitlements of IREO and / or the Land Owners on the Project or on the Land Owners / IREO which may have an impact on the Project or over the Total Lands. In the event of any dispute, claim, notices, investigations or litigation with regard to the entitlement/right of the Land Owners/IREO over the Total Lands or on the IREO/Land Owners, IREO and the Land Owners shall forthwith undertake, ensure and effect all steps necessary and required, at their own costs and expenses, to rectify, redeem, rehabilitate, cure, validate and set right the dispute, claim, notices, investigations or litigation to the satisfaction of WDL, so as to ensure that there is no restriction, implication or impediment on the Total Lands, WDL Rights, WDL Obligations and/or on the Project-Subject Lands, and the Total Lands are kept free from any attachment or prohibitory orders and proceedings.
  
- (k) A search operation was carried out on 19<sup>th</sup> October, 2010 by the Income Tax authorities on IREO, and certain search / investigations were carried out on 22<sup>nd</sup> April, 2010 by the office of the enforcement directorate on IREO and its group companies. IREO and the Land Owners confirm and undertake that the said search operations and investigations by the Income Tax authorities and the office of the enforcement directorate and any other operations / investigations in future on IREO and / or the Land Owners by the Income Tax authorities or the office of




the enforcement directorate shall have no impact or consequence whatsoever on the Total Lands and the rights and entitlements of the Land Owners and IREO on the Total Lands. IREO and the Land Owners shall undertake, ensure and effect all such steps necessary and required, and incur all costs and expenses, as may be required and necessary including depositing the penalties, dues, amounts, if any, that may be required to be deposited with the income tax authorities in furtherance to the said search and survey operations, so as to ensure to the satisfaction of WDL that there is no restriction, implication or impediment on the Total Lands, WDL Rights, WDL Obligations and / or on the Project-Subject Lands, and the Total Lands are kept free from any attachment or prohibitory orders and proceedings.

- (l) The Land Owners have not issued any power of attorney(s) or any other authority, oral or otherwise empowering any other person(s) to deal with Total Lands or any part thereof, for any purpose, except as is required for purchase, execution of sale deed and the development agreement, obtaining Licence with respect to the land owned by such respective Land Owners and matters related/incidental thereto;
- (m) The Land Owners and IREO shall not create any Encumbrance on the Total Lands on and after the Effective Date. Provided however Land Owners and IREO shall be free to enter into any arrangement similar to the arrangement under this Agreement with respect to the Remaining Land, so far as the relevant terms and conditions of the said arrangement are in consonance with this Agreement and Other Documents;
- (n) There are no pipelines, cables, high tension wires running underground or over the Total Lands or any part thereof.
- (a) The permissible usage of the Project Lands have been duly converted into residential use in terms of the License and Zoning Plan obtained from the DTCP as per the applicable master plan for Gurgaon region, and the said permissible usage is in consonance with the contemplated development on the Subject Lands as per this Agreement.
- (p) The execution and performance of this Agreement and Other Documents will not violate, conflict with, or result in a breach of or default of any Applicable Law by IREO and the Land Owners and / or any of their constitutional documents.
- (q) The Licence and the License Renewal Memo are in full force and effect and the Project Lands are in compliance with the Applicable Laws IREO shall obtain renewal of the License in accordance with the terms of this Agreement.



- (r) IREO shall comply with all terms and conditions of the License, License Renewal Memo and other Approvals, if obtained or to be obtained from time to time, so as to ensure smooth completion of the Project Remaining Lands and ensure the same is not detrimental to construction and development of the Project-Subject Lands on the Subject Lands and obtainment of occupation certificate (in whole or in part) in respect of areas constructed on the Subject Lands.
- (s) IREO is in compliance with the foreign direct investment rules, regulations, guidelines etc. and has not violated or received any notice of being in violation of any the FDI guidelines relating to Press Note 2 of 2005 or consolidated FDI Policy as in force.
- (t) IREO and Land Owners are not insolvent or unable to pay their debts nor have IREO or the Land Owners received any notice nor have any of its creditors
  - presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which their affairs, business or business assets are managed by a person appointed for the purpose by a court, Government Authority or similar body, or by any creditor or by the entity itself nor has any such order or relief been granted or appointment made.
- (u) No order has been made, no petition or application presented, no resolution passed and no meeting convened for the purpose of winding-up of the Company
  - whereby the assets of IREO or the Land Owners are to be distributed to creditors or shareholders or other contributories nor have IREO or the Land Owners received written notice of any receiver (including an administrative receiver), liquidator, trustee, administrator, supervisor, nominee, custodian or similar official having been appointed in respect of the whole or any part of their respective businesses or assets. Further, the Total Lands are not treated as fixed assets in the books of the Land Owners and IREO.
- (v) IREO shall ensure that it does not, and procure that the Land Owners do not, enter into any winding-up or insolvency proceedings.
- (w) IREO and the Land Owners shall be jointly and severally liable to undertake, ensure and effect all steps necessary and required, at their own costs and expenses, to ensure that their representations, warranties and obligations stated in this Clause 9.2.2 remain true and correct at all times and to rectify, redeem, rehabilitate, cure, validate and set right, to the satisfaction of WDL, any impediment, restriction, implication or defect on any and all of the representations and warranties of the Land Owners and IREO as provided in this Clause 9.2.2. It is clarified that, the costs and expenses that are the obligations / liability of the Land Owners and IREO under clause 9.2.2 and specifically this clause 9.2.2 (w)


 Ire° Prrat Limited	Watsonia Developes Private Limited	Ornamental ealtors Private Li ited	BTVS I4ti1dwell Private Limited
Base Expo Private Limited	Adson Softsvarl Private Limited	Aspirant Iuilders Private Li ited	Bulls altors Private Limited
Fiverivers nship Private Limitd	Fiverivers Deve opers Private Limited	Commandl Realtors Private Limited	

are without prejudice to and in addition to the indemnification by IREO to WDL on account of any losses, expenses, claims, costs and damages that WDL may suffer for the reasons of any misrepresentation or any breach of any representation or warranty or obligations under clause 9.2.2, as more specifically provided in Clause 12.1 herein.

9.2.3 The obligations of the Land Owners and IREO to undertake all steps required and necessary and incur costs and expenses to maintain all representations under clause 9.2.1 and 9.2.2 above are mutually exclusive and in addition to each other. The costs / expenses incurred by the Land owners and / or IREO under or to maintain any of the representation and warranty stated in clause 9.2.1 and 9.2.2 above, shall not restrict the obligations and costs / expenses to be incurred by the Land Owners and / or IREO under or to maintain any other representation or warranty under Clause 9.2.1 and 9.2.2 above or any other cost and expense to be incurred by IREO under this Agreement.

9.3 **WDL represents, warrants and undertakes to IREO, that:**

- (a) WDL shall be responsible for the WDL Obligations and shall discharge the same diligently and in a timely manner;
- (b) WDL shall be responsible for the WDL's Costs and spend/incur the same in a timely manner;
- (c) WDL shall not interfere with the IREO-Rights;
- (d) There are no prohibitions against WDL from entering into this Agreement as recorded herein under any act or law for the time being in force;
- (e) It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, licenses, approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate development of the Subject Lands as contemplated by this Agreement.
- (f) The execution and performance of this Agreement and Other Documents will not violate, conflict with, or result in a breach of or default under Applicable Laws by WDL, or any of its constitutional documents;
- (g) WDL shall comply with all terms and conditions of the License, License Renewal Memo and other Approvals, if obtained or to be obtained from time to time, so as to ensure smooth completion of the Project on the Subject Lands by WDL and ensure the same is not detrimental to cons ruction development of the PSI-

 Ireo Private Limited	Watsonia De •el• i ers Private Limited	Oniameiial Realtors Private Limited	BTVS Limited    Tidwell Private
Base Expo s Private Limited	Adson Sof are Private Limited	Aspirant uilders Private Limited	Bulls Rea rs Private Limited
Fiverivers wnship Private Lim' ted	Fiverivers evelopers Private Limited	Commanr Realtors Private Li ited	

Remaining Lands on the Remaining Lands and obtainment of occupation certificate (in whole or in part) in respect thereof by IREO.

- 9.4 Each of the representations, warranties and undertakings set forth in this Clause 9 shall be construed as a separate representation, warranty or undertaking, as the case may be, and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation, warranty or undertaking.
- 9.5 The Land Owners, IREO and WDL undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations, warranties or undertakings given by the Parties herein, to become untrue or inaccurate or misleading, or not possible to be fulfilled, at any point of time.
- 9.6 For the avoidance of doubt, the representations and warranties mentioned in Clause 9 shall continue to be in force and effect during the completion of the Project-Subject Lands and shall continue to survive thereafter.

## 10 TERM AND TERMINATION

This Agreement shall take effect on the Effective Date and shall remain in force for so long until it is not terminated by WDL in accordance with , the terms hereof. Notwithstanding any other right and remedy available under the Applicable Law or under this Agreement, WDL shall be entitled to forthwith terminate this Agreement in the event IREO fails to get the renewal of Licence in January, 2014 as agreed under Clause 3.7.5 above.

In the event of termination of this Agreement by WDL as stated above, IREO shall refund the entire Refundable Security Deposit deposited by WDL up-to the date of such termination and all expenditure incurred by WDL in respect of the Project-Subject Lands till such date, along with interest at the rate of 18% per annum compounded annually on the amount of Refundable Security Deposit from the date the same was paid to IREO till the refund of the same.

## II ACKNOWLEDGMENT BY THE LAND OWNERS

The Project Land Owners and the Additional Land Owners have no objection to the understanding and agreement captured in this Agreement and other understanding arrived at between the Parties by and under this Agreement. Further, the Project Land Owners and the Additional Land Owners confirm and acknowledges the vesting of WDL Rights in WDL and all the representations and warranties made herei in respect

<p>1111 i% Ireo Privat Limited</p>	<p>Watsonia De Limited</p>	<p>o ers Private</p>	<p>Orname tal Realtors Private Limited</p>	<p>BTVS Bui well Private Limited</p>
<p>Base Expo s Private Limited</p>	<p>Ad son Softwa</p>	<p>Private Limited</p>	<p>Aspirant fuiIders Private Lhiited</p>	<p>Bulls Real   rs Private Limited</p>
<p>Fiverivers wnship Private Limited</p>	<p>Fiverivers Dev Limited</p>	<p>opers Private</p>	<p>Commande Realtors Private Lim ted</p>	

of the current status, approvals obtained so far, and the understanding / agreements/ authorisations! Other Documents between the Land Owners and IREO. Further, the Land Owners confirm and acknowledge that they shall sign, execute and register, as may be required by WDL, all documents including sale / conveyance deed in favour of the allottees / purchasers of the saleable area in WDL's BUA. Further, the Land Owners shall also be responsible and obligated along with IREO for obtainment of all Approvals, License Renewals, etc. and for all other IREO Obligations, as provided in this Agreement. It is also confirmed that any benefits or entitlements of the Land Owners out of the Project-Subject Lands in terms of the IREO-Land Owners Development Agreement or any other understanding / agreement, shall be paid by IREO to the Land Owners.

## 12 INDEMNITY

### 12.1 Indemnification by IREO

12.1.1 Without prejudice to the rights of WDL under any other provision of this Agreement or any other remedy available to WDL under law or equity IREO (for itself and on behalf of the Land Owners) shall indemnify, keep indemnified, defend and hold harmless, WDL and / or its directors, officers, employees and customers at all times, including against any and all losses, expenses, claims, costs, customer claims and damages suffered, arising out of, or which may arise in connection with any misrepresentation or any breach of any representation or warranty or obligations of IREO or of the Land Owners contained in this Agreement and Other Documents. The indemnification to cover the losses, expenses, claims, customer claims, costs and damages that WDL and / or its directors, officers, employees and customers may suffer shall be absolute and complete to cover the entire amount of loss, expense, claim, customer claims, cost or damage, save for in the circumstances stated in clause 12.1.2, 12.1.3, 12.1.4 and 12.1.5 below;

12.1.2 In the event of any claim(s), impediment(s), restriction(s) or defect(s) on the title and possession of the Land Owners and IREO occurs in future for the reason that were not reasonably expected to have been in the actual knowledge of the Land Owners and / or IREO on the Effective Date, the monetary indemnification to WDL i.e. the indemnification to cover the losses, expenses, claims, customer claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be up-to Rs. 4,63,00,00,000/- (Rupees Four Hundred and Sixty Three Crore). Further, in such eventuality, the monetary indemnification i.e. the indemnification to cover the losses, expenses, claims, costs, customer claims and damages that WDL and its directors, officers, employees and customers may suffer, shall be for the losses, expenses, claims, costs, customer claims and damages arising / emanating from the claim(s), impediment(s), restriction(s) and defect(s) which occur, initiate, appear, arise

Ireo Privfe Limited	Watsonia De Ielbpers Private Limited	Ornamentll Realtors Private Li ited	BTVS Buil well Private Limited
Base Export Private Limited	Adson Softw re Private Limited	Aspirant Dilders Private Limited	Bulls Real rs Private Limited
Fiverivers Tecvnship Private Limi M	Fiverivers De lopers Private Limited	Command Realtors Private Li ted	














or commence within a period of 7 years from the Effective Date. It is clarified that the time limit of 7 years is for the inception of the claim, impediment, restriction or defect, irrespective if the amount of the losses, expenses, claims, costs and damages accrue / concretise / are payable even after the expiry of the 7 year period from the Effective Date.

It is clearly agreed and understood that the said indemnifications is without prejudice to and in addition to the liability/obligation of the Land Owners and IREO to undertake, ensure and effect all steps necessary and required, and incur the costs and expenses stated in clause 9.2.1 (b) above to rectify, redeem, rehabilitate, cure, validate and set right, to the satisfaction of WDL, such claim(s), impediment(s), restriction(s) or defect(s) on the Subject Lands (and on the Additional Lands or Part Additional Lands in the event that same are added to the Subject Lands in accordance with the terms of this Agreement), provided that the aggregate of all the amounts spent/paid/incurred by the Land Owners and IREO under Clause 9.2.1 (b) and the indemnification under this clause 12.1.2 shall be not more than Rs. 4,63,00,00,000 /- (Rupees Four Hundred and Sixty Three Crore). IREO and the Land Owners shall be required to provide sufficient evidence for the amounts that have been spent towards to rectify, redeem, rehabilitate, cure, validate and set right the said claim(s), impediment(s), restriction(s) or defect(s).

- 12.1.3 For the reasons of the search operations by Income Tax authorities carried out on 19<sup>th</sup> October, 2010 [also referred to in clause 9.2.2 (k) above], the monetary indemnification to WDL i.e. the indemnification to cover the losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be up-to Rs. 4,63,00,00,000/- (Rupees Four Hundred and Sixty Three Crore).
- Further, in such eventuality, the monetary indemnification i.e. the indemnification to cover the losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be for the losses, expenses, claims, costs, customer claims and damages arising / emanating from the claim(s), impediment(s), restriction(s) or defect(s) which occur, initiate, appear, arise or commence till such time that the said search operations by Income Tax authorities which were carried out on 19<sup>th</sup> October, 2010 are not resolved, completed and closed completely and to the satisfaction of WDL. It is clarified that the said time limit i.e. up-to the resolution, completion and closure of this issue, is for the inception of the claim, impediment, restriction or defect, irrespective if the amount of the losses, expenses, claims, costs and damages accrue / concretise / are payable even after the expiry of the said time limit.

It is clearly agreed and understood that the indemnification under this clause towards losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, is without prejudice to and in addition to the liability/obligation of the Land Owners and IREO to undertake, ensure and effect all

 Ireo Priv Limited	 Watsonia Developers Private Limited	 Ornamehdal Realtors Private Limited	 BTVS Buildwell Private Limited
 Base Expor Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Realtors Private Limited
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited	 Commande Realtors Private Limited	

steps necessary, and incur the entire costs and expenses to rectify, redeem, rehabilitate, cure, validate and set right the claim(s), impediment(s), restriction(s) or defect(s) of this nature to the satisfaction of WDL and to keep the Total Lands free from any attachment or prohibitory orders and proceeding as provided under clause 9.2.2 (j), 9.2.2 (k) and 9.2.2 (w) above.

12.1.4 For the reasons of search and investigations by the office of the enforcement directorate carried out on 22<sup>nd</sup> April, 2010 [also referred to in clause 9.2.2 (k)], the monetary indemnification to WDL i.e. the indemnification to cover the losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be up-to Rs. 4,63,00,00,000/- (Rupees Four Hundred and Sixty Three Crore). Further, in such eventuality, the monetary indemnification i.e. the indemnification to cover the losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be for the losses, expenses, claims, costs, customer claims and damages arising / emanating from the claim(s), impediment(s), restriction(s) or defect(s) which occur, initiate, appear, arise or commence till such time that the search and investigations by the office of the enforcement directorate carried out on 22<sup>nd</sup> April, 2010 are not resolved, completed and closed completely and to the satisfaction of WDL. It is clarified that the said time limit i.e. up-to the resolution, completion and closure of this issue, is for the inception of the claim, impediment, restriction or defect, irrespective if the amount of the losses, expenses, claims, costs and damages accrue / concretise / are payable even after the expiry of the said time limit.

It is clearly agreed and understood that the indemnification under this clause towards losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, is without prejudice to and in addition to the liability/obligation of the Land Owners and IREO to undertake, ensure and effect all steps necessary, and incur the entire costs and expenses to rectify, redeem, rehabilitate, - cure, validate-and set right the claim(s), impediment(s), restriction(s) or defect(s) of this nature to the satisfaction of WDL and to keep the Total Lands free from any attachment or prohibitory orders and proceeding as provided under clause 9.2.2 (j), 9.2.2 (k) and 9.2.2 (w) above.

12.1.5 For the reasons of any future investigation, proceedings, penalties etc by the office of the enforcement directorate, the monetary indemnification to WDL i.e. the indemnification to cover the losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be up-to Rs. 4,63,00,00,000/- (Rupees Four Hundred and Sixty Three Crore). Further, in such eventuality, the monetary indemnification i.e. the indemnification to cover the losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, shall be for the losses, expenses, claims, costs and damages

41 A Ireo Private Limited	Watsonia De Limited	ers Private	Ornamenfil Realtors Private Limited	BTVS ildwell Private Limite
Base Exporil Private Limited	Adson Softw	Private Limited	Aspirant Ibilders Private Limited	Bulls R Itors Private Limited
Fiverivers 1 Private Limited	Fiverivers IdveIopers Private Limited		Comman4ler Realtors Private Limited	

arising / emanating from the claim(s), impediment(s), restriction(s) or defect(s) which occur, initiate, appear, arise or commence within a period of 7 years from the Effective Date. It is clarified that the time limit of 7 years is for the inception of the claim, impediment, restriction or defect, irrespective if the amount of the losses, expenses, claims, costs and damages accrue / concretise / are payable even after the expiry of the 7 year period from the Effective Date.

It is clearly agreed and understood that the indemnification under this clause towards losses, expenses, claims, costs and damages that WDL and its directors, officers, employees and customers may suffer, is without prejudice to and in addition to the liability/obligation of the Land Owners and IREO to undertake, ensure and effect all steps necessary, and incur the entire costs and expenses to rectify, redeem, rehabilitate, cure, validate and set right the claim(s), impediment(s), restriction(s) or defect(s) of this nature to the satisfaction of WDL and to keep the Total Lands free from any attachment or prohibitory orders and proceeding as provided under clause 9.2.2 (j), 9.2.2 (k) and 9.2.2 (w) above.

12.1.6 The monetary limits stated in under Clause 12.1.2 to 12.1.5 above are the only exceptions to the Indemnification provided in Clause 12.1.1 above. Further, the indemnification under clause 12.1.1, 12.1.2, 12.1.3, 12.1.4 & 12.1.5 are mutually exclusive and in addition to each other.

12.1.7 The enforcement of Indemnification provided to WDL by IREO (for itself and on behalf of the Land Owners) stated above and any other remedy asserted or claimed by WDL in connection with or relating to this Agreement or Other Documents shall not impact the ownership, use, development, access, occupancy or enjoyment of Land Owners (including any successors-in-interest, tenants, occupants, assigns or other persons with rights to use, develop, access, occupy or enjoy the following lands), and WDL shall not create any Encumbrance with respect to such Indemnification or other remedy, only on the following lands:

- (a) The lands owned by the Land Owners that form part of the Grand Hyatt Project, which are detailed in Schedule — VI
- (b) The lands of the Land Owners forming part of the License no. 44 of 2011 issued by the DTCP and License No 28 of 2008 issued by the DTCP.
- (c) The Remaining Lands (as defined herein).

However, there shall not be any restriction whatsoever on enforcement of the Indemnification and the other remedies asserted or claimed by WDL under this Agreement and Other Documents including, but not limited to, attachment and sale on



the following lands / projects and neither IREO nor the Land Owners shall create or cause any impediment whatsoever to such enforcement of the Indemnification to WDL or other remedy asserted or claimed by WDL;

- (d) The rights and entitlements of the Land Owners and IREO on all other lands owned by the Land Owners and IREO i.e. other than the lands / projects specified in Clauses 12.1.7 (a), 12.1.7 (b) and 12.1.7 (c) of this Agreement.
- (e) The receivables / entitlements / development rights, if any of the Land Owners and IREO on all other projects, immovable and movable assets, or lands of the Land Owners and IREO i.e. other than the lands / projects specified in Clauses 12.1.7 (a), 12.1.7 (b) and 12.1.7 (c) of this Agreement.

It is agreed and understood that the representations, warranties and obligations of the Land Owners and IREO are joint and several. Thus, the enforcement of the Indemnification and any other remedies asserted or claimed by WDL in connection with or relating to this Agreement and Other Documents shall be available against all lands owned by all of the Land Owners, except as provided in 12.1.7 (a), 12.1.7 (b) and 12.1.7 (c) above.

12.1,8 The understanding under Clause 12.1.1 to 12.1.7 above is notwithstanding the following:

- (a) The joint and several obligation and responsibility of the Land Owners and IREO to undertake all what is necessary and required, at their own cost and expense, to comply with and complete their obligations under this Agreement and to ensure that the representations and warranties of IREO and the Land Owners including on title and Encumbrance relating to the Subject Lands and Additional Lands, remain true and correct at all times, and that there are no impediments on construction, development and sale of the Project-Subject Lands, whatsoever.
- (b) The right of specific performance available to WDL in accordance with Clause 17.1 of this Agreement and under Applicable Law, *inter-alia*, to require the Land Owners and IREO to comply with all terms and conditions under this Agreement, and to ensure that the Project-Subject Lands are developed, completed and sold in accordance with the terms of this Agreement

**12.2 Indemnification by WDL to IREO**

12.2.1 WDL shall indemnify, keep indemnified, defend and hold harmless IREO and its directors, officers and employees at all times, including against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise out of

<b>Ireo Private Limited</b>	<b>Watsoniilevelopers Private Limited</b>	<b>Ornamental Realtors Private Limited</b>	<b>BTVS uildwell Private Limited</b>
<b>Base Ex rts Private Limited</b>	<b>Adsoil Software Private Limited</b>	<b>Aspirant Builders Private Limited</b>	<b>Bulls ealtors Private Limited</b>
<b>Fiveriv s Township Private Limited</b>	<b>Fiveriv s Developers Private Limited</b>	<b>Comman er Realtors Private Limited</b>	

any misrepresentation or any breach of any representation or warranty or obligation of WDL contained in this Agreement.

13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 The Agreement shall be governed by, and construed in accordance with, laws of India.

13.2 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties.

13.3 If the dispute is not resolved through such discussions within 7 (Seven) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.

13.4 The venue and seat of arbitration shall be Gurgaon and the language of the arbitration proceedings shall be English.


13.5 The arbitration tribunal shall consist of three (3) arbitrators. The Land Owners and IREO shall appoint one (1) arbitrator and WDL shall appoint one (1) arbitrator. The two (2) arbitrators thus appointed shall appoint the third (3<sup>rd</sup>) arbitrator who shall be the presiding arbitrator. In the event the two arbitrators so appointed are unable to agree on the presiding arbitrator, the presiding arbitrator shall be appointed under the rules of the Arbitration and Conciliation Act, 1996.

13.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.

13.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such tribunal as determined by the arbitral tribunal. The cost of the presiding arbitrator shall be shared between IREO and WDL equally.

13.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.

13.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.



Ireo Private Limited	Watsonia Developers Private Limited	Ornamental Realtors Private Limited	BTVS Builders Private Limited
Base Export Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverivers Developers Private Limited	Commander Realtors Private Limited	

13.10 Subject to the above, the courts at Haryana shall have the exclusive jurisdiction over all disputes under this Agreement.

#### 14 NOTICES

14.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by e-mail, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) If to Land Owners and / or IREO:

Address: 5<sup>th</sup> Floor, Orchid Centre, Golf Course Road, Sector-53, Gurgaon, Haryana, Pin code- 122002

Attn: Mr. Sharad Agrawal

E-mail: sharad.agrawalireo.in

(b) If to WDL:

Address: 5<sup>th</sup> Floor, Mahindra Towers, Worli, Murnbai -400018

Attn: Mr. Ramesh Ranganathan

[E-mail: r.ramesh@mahindralifespaces.com](mailto:r.ramesh@mahindralifespaces.com)

AND


Address: Mahindra Towers, 2A, Bhikaji Cama Place, New Delhi - 110066

Attn: Mr. Lokesh Kumar Gupta

[E-mail: gupta.lokesh@mahindralifespaces.com](mailto:gupta.lokesh@mahindralifespaces.com)

#### 15 CONFIDENTIALITY

15.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, directors, auditors, agents, advisors, consultants and uthorised representatives of a

 Ire° Pri l Limited	Watsonia Developers Private Limited	Ornamental teaItors Private Limited	BINS BuildlveJI Private Limited
Base Expori Private Limited	Adson Software Private Limited	Aspirant Bu ders Private Limi ed	Bulls Realtis Private Limited
Fiverivers wnship Private Li ited	Fiverivers Deveio ers Private Limited	Commander ealtors Private Limited	

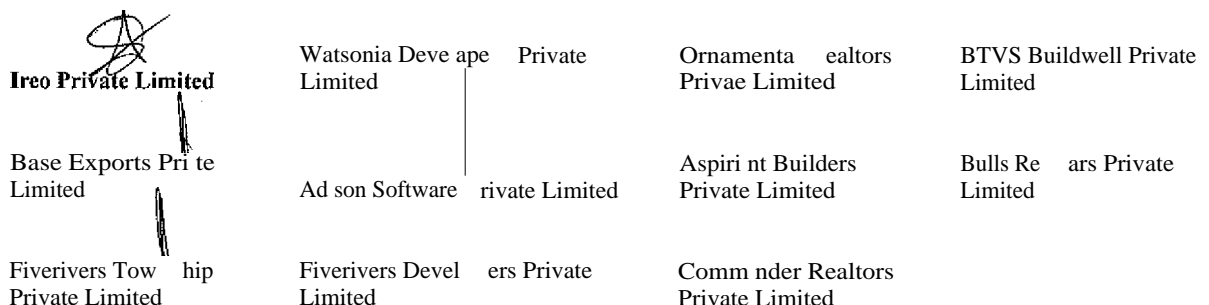
Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. Till the time the Project-Subject Lands is launched, none of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties, which shall not be unreasonable withheld. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is required to be disclosed by any Government or regulatory authority, to such Government or regulatory authority, provided before such disclosure the Party disclosing shall duly inform the other Parties;
- (iv) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Parties; or
- (v) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.
- (vi) Marketing / promotion of the Project-Subject Lands by WDL in accordance with its entitlements under this Agreement.
- (vii) is disclosed by WDL to lenders / investors / partners / contractors towards development of the Project-Subject Lands.
- (viii) is disclosed to Affiliates.

**16 GENERAL**

**16.1 No Partnership**

This Agreement is on a principal-to-principal basis. Nothing contained in this



Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons between the Parties hereto. Parties under this Agreement shall be bound for their separate and specific responsibilities, rights, liabilities and obligations and shall be independently entitled to their respective benefits and entitlements as provided under this Agreement.

**16.2 Variation**

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

**16.3 Transfer / nomination / assignment**

WDL shall at all times be permitted to transfer / assign / nomination its rights, obligations and interest under this Agreement only to its Affiliate, without the requirement of any intimation to or approval from IREO and Land Owners. IREO and the Land Owners shall not be entitled to assign their rights and obligations under this Agreement to any third party.

**16.4 Waiver**


No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**16.5 Successors and Assigns**

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

**16.6 Further Acts**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approval of any Government Authority is required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

 Ireo Private Limited	Watsonia Developers Private Limited	Ornament Realtors Private Limited	BTVS Mulldwell Private Limited
Base Exports Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverivers Developers Private Limited	Commanflw Realtors Private Limited	



## 16.7 Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

## 16.8 Survival

- (a) The provisions of this Clause 16.8, Clause 9 (Representations and Warranties), Clause 12 (Indemnification), Clause 13 (Governing Law and Dispute Resolution), Clause 14 (Notice), Clause 15 (Confidentiality) shall survive the expiry or earlier termination of this Agreement.
- (b) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

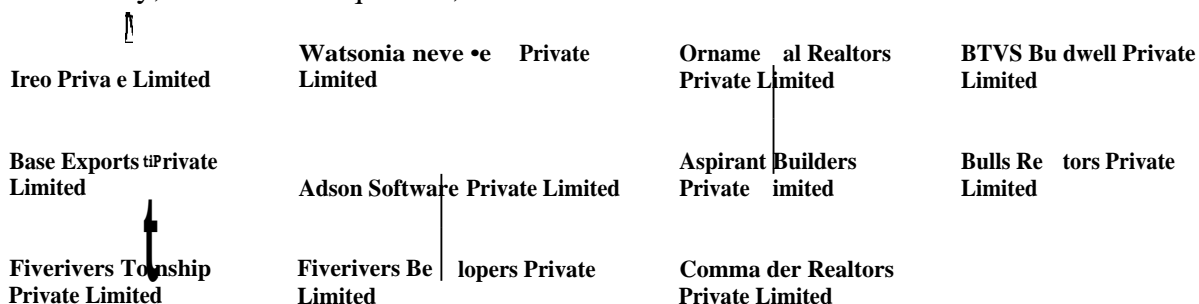
## 17 Specific Performance of Obligations

17.1 The Parties to this Agreement agree that, to the extent permitted under applicable law, the rights and obligations of the parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable remedy. The affected Party shall notwithstanding the above rights shall also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party. The right of specific performance as provided herein and as may be available under Applicable Law shall be notwithstanding any other right remedy available under Applicable Law or this Agreement including the indemnity as provided in clause 12 above.

## 18 Force Majeure and Change of Law

18.1 Any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under this Agreement, shall be excused if, and to the extent that such non-performance or delay in performance is caused by Force Majeure.

18.2 "**Force Majeure**" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:



- (i) acts of God, including without limitation fire, storms, floods, earthquake or lightning;
- (ii) war, hostilities, terrorist acts, riots, civil commotion or disturbances, change in governmental laws, orders or regulations adversely affecting or preventing due performance by either party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, central or state in India or overseas, or any agency thereof, sabotage, explosions;
- (iii) strikes, lockouts or other concerted industrial action;
- (iv) Change of any law, rules, regulations,
- (v) fresh/new law, guidelines, notifications, conditions, policy issued/prescribed by any Government Authorities/DTCP,
- (vi) any other acts, occurrences, events or circumstances beyond the reasonable control of the Party affected.

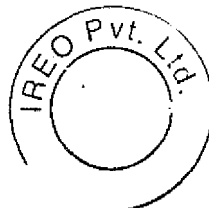
19 Recitals

Recitals shall form an operative part of this Agreement and shall be binding on the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

Signed and delivered for and on behalf of IREO PRIVATE LIMITED, duly represented through its authorized representative

*Sharad Agrawal*



Name: Sharad Agrawal

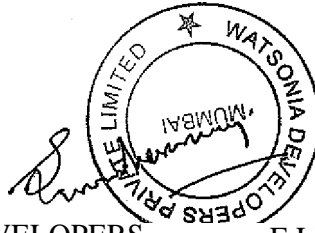
Designation: Senior Vice President

Pan number of IREO PRIVATE LIMITED: AAAC06644B

- (Authorised representative of IREO PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of WATSONIA DEVELOPERS PRIVATE LIMITED, duly represented through its authorized representative

*[Handwritten mark]*



Name: Mr. Suhas Kulkarni

Pan number of WATSONIA DEVELOPERS PRIVATE LIMITED: AAACW9691A

(Authorised representative of WATSONIA DEVELOPERS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **ORNAMENTAL REALTORS PRIVATE LIMITED**, duly represented through its authorized representative



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ORNAMENTAL REALTORS PRIVATE LIMITED: AABF03088K

(Authorised representative of ORNAMENTAL REALTORS PRIVATE, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BT 'BIIJLDWELL PRIVATE LIMITED**, duly represented through its authorized representative



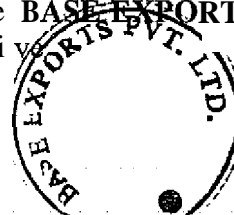
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BTVS BUILD WELL PRIVATE LIMITED: AACCB7758B

(Authorised representative of BTVS BUILD WELL PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BASE EXPORTS PRIVATE LIMITED**, duly represented through its authorized representative



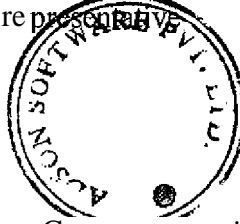
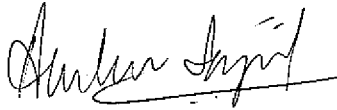
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BASE EXPORTS PRIVATE LIMITED: AACCB6875B

(Authorised representative of BASE EXPORTS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **ADSON SOFTWARE PRIVATE LIMITED,** duly represented through its authorized representative



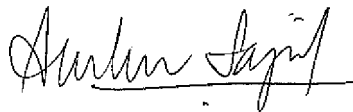
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ADSON SOFTWARE PRIVATE LIMITED: AAFCA2459P

(Authorised representative of ADSON SOFTWARE PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **ASPIRANT BUILDERS PRIVATE LIMITED,** duly represented through its authorized representative



Aspirant Builders Private Limited

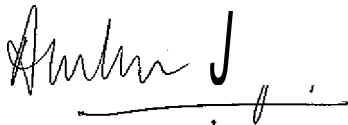
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ASPIRANT BUILDERS PRIVATE LIMITED: AAFCA5751Q

(Authorised representative of ASPIRANT BUILDERS PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BULLS REALTORS PRIVATE LIMITED,** duly represented through its authorized representative



Bulls Realtors Private Limited

Bulls Realtors Private Limited

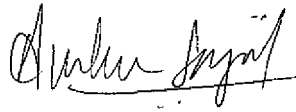
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BULLS REALTORS PRIVATE LIMITED: AACCB9696A

(Authorised representative of BULLS REALTORS PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS TOWNSHIP PRIVATE LIMITED**, duly represented through its authorized representative



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Cotp\_ (aiming

Pan number of FIVERIVERS TOWNSHIP PRIVATE LIMITED: AABCF0684R

(Authorised representative of FIVERIVERS TOWNSHIP PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of t **VERS DEVELOPERS PRIVATE LIMITED**, duly represented through its authorized representative



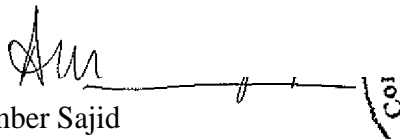
Name: Mr. Amber Sajid —

Designation: Assistant General Manager, Corps mg -;

Pan number of FIVERIVERS DEVELOPERS PRIVATE LIMITED: AABCF0343H

- (Authorised representative of FIVERIVERS DEVELOPERS PRIVATE LIMITED, duly
- authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **COMMANDER REALTORS PRIVATE LIMITED**, duly represented through its authorized representative




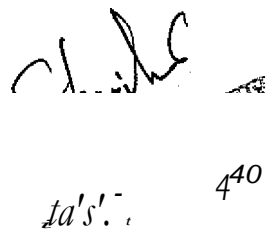
Name: Mr. Amber Sajid

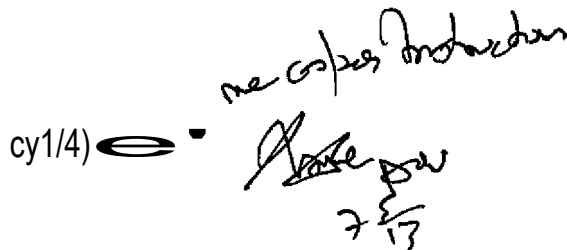
Designation: Assistant General Manager, Co raPlan g

Pan number of COMMANDER REALTORS PRIVATE LIMITED: AACCC6431A

(Authorised representative of COMMANDER REALTORS PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

**WITNESSES**

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**SCHEDULE-I****Description of Total Lands-**

Lands measuring 19.75625 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Killa nos.-

Rectangle No	Ki,lla No	Area		
		Kinal	Mula	,kres
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
19	8	8	0	1
	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
19	10	8	0	1
	9/2	5	8	0.675
19	3/2	0	15	0.09375
19	19/1/1	0	16	0.1
19	18/2	3	19	0.49375
19	15/1	1	0	0.125
20	11/1/1	0	12	0.075
19	15/2/1	2	13	0.216875

Dew,

Ireo Private Limited	Watsonia Private Limited	Ornament Realtors Private Limited	BTVS Private Limited
Base Exports Private Limited	Adson Software Private Limited	Aspirant Builders Private Limited	Bulls Realtors Private Limited
Fiverivers Township Private Limited	Fiverivers Developers Private Limited	Commander Realtors Private Limited	

20	11/1/2/1	0	16	0.1
19	14	7	12	0.95
Total		158	01	175.625

Description of Project Lands —

Lands measuring 17.55 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Killa nos.-

Rectangle No.	Kahl No.	Area		Acres
		Kauai	Marla	
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
19	8	8	0	1
	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
19	10	8	0	1
	9/2	5	8	0.675
Total		149	5	17.55

  
Ireo Private Limited

Base Exports Private Limited

Fiverivers Tow ship Private Limited

  
Watsonia Developers Private Limited

Adson Software Private Limited

Fiverivers Developers Private Limited

Ornament Realtors Private Limited

Aspira4 Builders Private Limited

Cornm der Realtors Private Limited

BTVS Build well Private Limited

Bulls Realtors Private Limited

**Description of Subject Lands —**

Lands measuring 5.794 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Killa nos.-

Rectangle No.	Killa No.	Area		
		Kanals	Marla	Acres
13	25/2	0		0.006
19	4/2	3	12	0.450
	5/2	7	0	0.875
	6	8	0	1.000
	7	7	12	0.950
	8/1	7	16	0.975
	9/1/2 min	2	0	0.250
	9/2/2 min	0	2	0.013
	12/2 min	1	19	0.244
	13	8	0	1.000
20	10 min	0	5	0.031
<b>Total</b>		<b>46</b>	<b>07</b>	<b>5.794</b>

**Description of Remain i12 Lands**

Lands measuring 5.637 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Killa nos.-

Rcootig:NO	Killa N	SchedUle of Rem ainrn		
		Kanals	Marla	Acres
12	21/1/2	0	4	0.025
	21/2/2	0	17	0.106
	22/2	5	11	0.694
18	6/2		11	0.194
	14/2	3	18	0.488
	17	8	0	1.000
	15/1/2	2	0	0.250
	16/2	2	12	0.325
19	9/2/2	1	5	0.156
	10/2	2	4	0.275
20	1	3	0	0.375

Ire° Priv e L'ited

Watsonia Devel pers Private Limited

OrnamentallRealtors Private Limited

BTVS BUildwell Private Limited

Base Exports ivate Limited

Adson Software rivate Limited

Aspirantpuilders Private Limited

Bulls Re rtors Private Limited

Fiverivers To nship Private Limited

Fiverivers Deve lpers Private Limited

Comman r Realtors Private Lin nited



	2	9	4	1.150
	10	4	16	0.6
	<b>Total</b>	45		5.637

**Description of lands under road out of the Project Lands**

Rectangle No	K dia. No	St:halide() ,ar Aiiider roads		Acres	Road
		Irea			
		R all al	arla		
12	19/2	5	5	0.656	60m
	21/2/1	1	7	0.169	60m
	22/1	2	9	0.306	60m
	21/1/1	1	2	0.138	60m
13	24/2	4	0	0.5	60m
	25/1	3	19	0.494	60m
18	6/1	8	7	1.044	60m
	14/1	6	0	0.750	60m
	15/1/1	0	4	0.025	60m
19	4/1	4	0	0.500	60m
	5/1	1	1	0.131	60m
	8/2	0	4	0.025	60m
	9/1/1	0	11	0.069	60m
		0	1	0.006	24m
	9/2/1	2	4	0.275	60m
		1	17	0.23	24m
	10/1	5	16	0.725	60m
12/2	0	13	0.081	24m	
			<b>total</b>	<b>6.124 acres</b>	

**Description of Additional Lands -**

Lands measuring 2.20625 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Killa nos.-

Rectangle No.	Killa No.	Area ....		
		Kanal	Marra	ACies
19	3/2	0	115	0.09375

ireo Private Limited	Watsonia fl eltpers Private Limited	Ornamenta Realtors Private Linn ed	BTVS liikIweII Private Limited
Base Exports P vate Limited	Adson Software PIjate Limited	Aspirant ilders Private Limited	BuIIIsblealtors Private Limittd
Fiverivers To nship Private Limited	Fiverivers Revel ers Private Limited	Corn m4Ijiider Realtors PrivateiLimited	

19	19/1/1	0	16	0.1
19	18/2	3	19	0.49375
19	15/1	1	0	0.125
20	11/1/1	0	12	0.075
19	15/2/1	2	3	0.26875
20	11/1/2/1	0	16	0.1
19	14	7	12	0.95
Total		17	13	2.20015

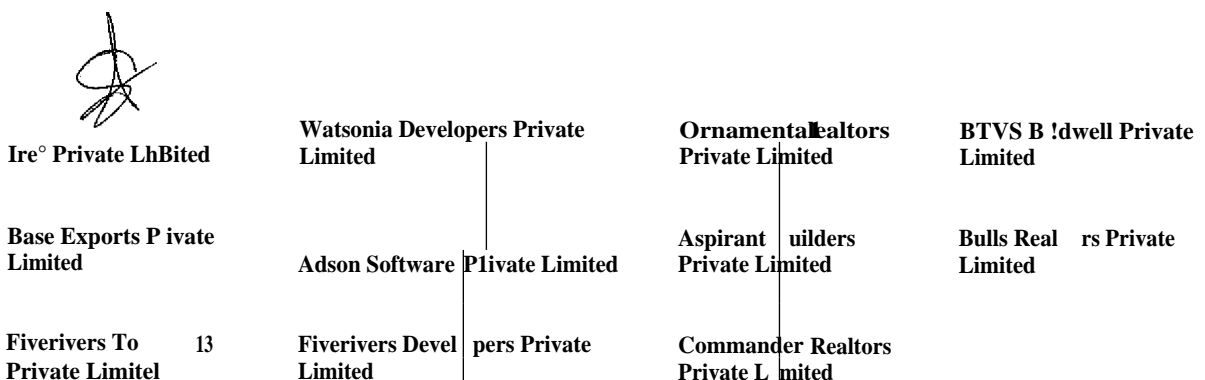
**Description of Part Additional Lands -**

Lands measuring 1.04375 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Killa nos.-

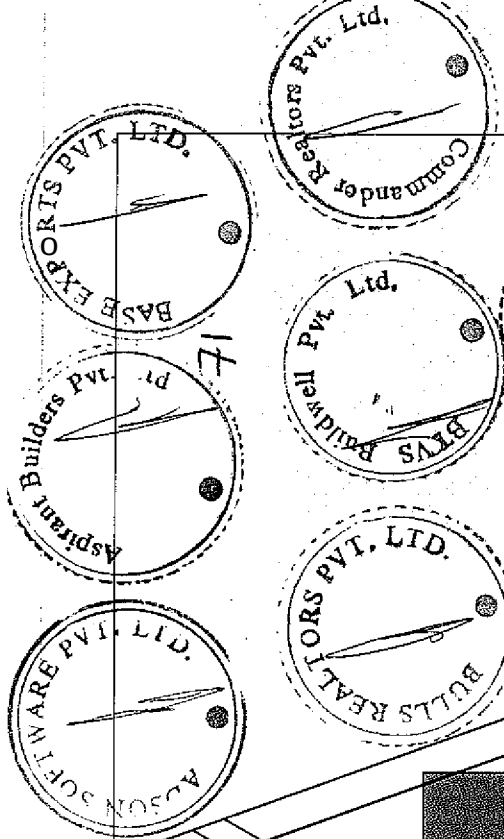
Rectangle No.	Killa No.	Kauai	Area	"V-Kys
19	3/2	0	15	0,09375
19	14	7	12	0.95
Total		8	7	1.04375

Note:

- The Total Lands are the aggregate of the Project Lands and the Additional Lands
- The Project Lands are the aggregate of the Subject Lands, Remaining Lands and the lands under road.

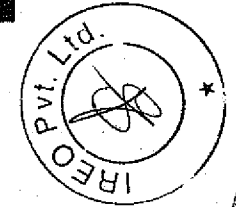
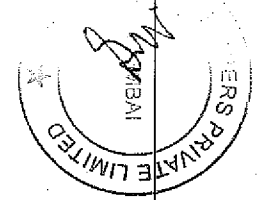
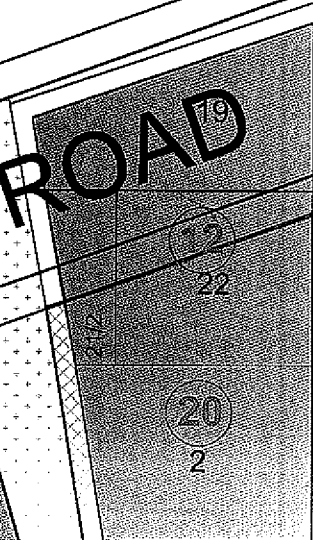


SCHEDULE -II TO THE COLLABORATION AGREEMENT DATED 6 th May, 2013



12 MT. WIDE SERVICE ROAD  
**60 MT. WIDE SECTOR ROAD**  
 12 MT. WIDE SERVICE ROAD

24 MT. WIDE ROAD

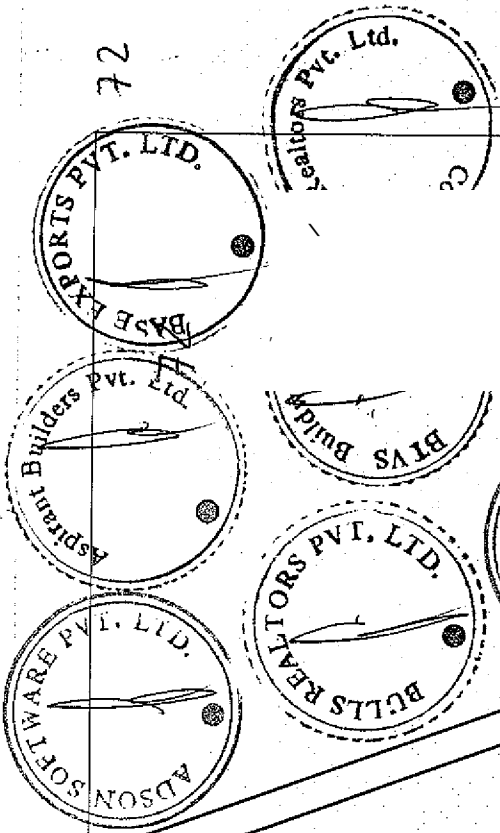


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	Project Land
	Additional Land
	Total Land

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LE -0110 THE COLLABORATION AGREEMENT DATED 6th May, 2013



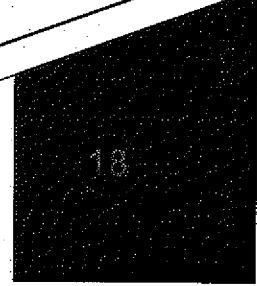
12 MT. WIDE SERVICE ROAD

**60 MT. WIDE SECTOR ROAD**

12 MT. WIDE SERVICE ROAD

24 MT. WIDE ROAD

13



24 MT. WIDE ROAD

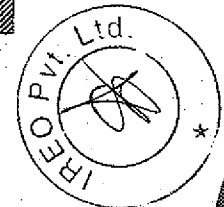
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Index

	Subject Land
	Remaining Land
MEM	Additional Land
	Part additional Land
	Service Road
	Original Revenue Rasta
	New Revenue Rasta

**SCHEDULE-IV  
DESCRIPTION OF TITLE**

Ownership pattern of the Total Lands, sale deeds under which the lands were acquired by the respective Land Owners and the mutations recorded in the Jamabandi (Record of Rights) (referred to in Recital B of the Agreement)

Rectangle No.	Killa Nos.	Area		Ownership in Acres	Sale Deed	Mutafoti in (Record of Ri Itts)
		Kanal	Marla			
12	19/2	5	5	Aspirant Builders Private Limited <b>(3.08125 acres)</b>	Document No. 7161 dated 3 <sup>rd</sup> March, 2006	1655
	21/2	2	4			
	22	8	0			
20	2	9	4			
<b>Total Lands</b>		<b>24</b>	<b>13</b>			
12	21/1	1	6	Adson Software Private Limited <b>(78/1216 share i.e. 0.38927 Acres);</b>	Document No. 7666 dated 27 <sup>th</sup> March, 2006	1683
13	24	4	0			
	25	4	0			
19			12	Ornamental Realtors Private Limited <b>(773/1216 share i.e. 3.85784 Acres);</b>	Document No. 6504 dated 30 January, 2006;	1640
			0			
	6	8	0	B.T.V.S. Bui Idwell Private Limited <b>(365/1216 share i.e. 1.82162 Acres);</b>	Document No. 6511 dated 30 January, 2006;	1638
	7	7	12			
20	1	3	0		Document No. 6564 dated 1 <sup>st</sup> February, 2006	1642
	10	5	1			
<b>Total Lands</b>		<b>48</b>	<b>11</b>			
18	6	9	18	Base Exports Private Limited	Document No. 4819 dated	1603
	14		18			



**Ireo Private Limited**

Watsonia Developers Private Limited

Ornament I Realtors Private Limited

BTVS BdlIdwell Private Limited

Base Exports Private Limited

Adson Software Private Limited

Aspirant Builders Private Limited

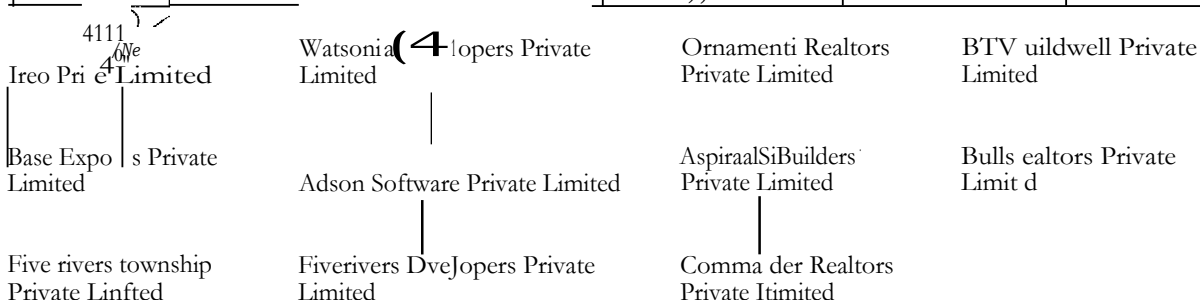
Bulls Realtors Private Limited

Fiverivers Township Private Limited

Fiverivers Developers Private Limited

Commander Realtors Private Limited


	17			(227/748 share i.e. <b>1.2366 Acres)</b>	22 <sup>nd</sup> November, 2005	
	15/1		4	Ornamental Realtors Private Limited (521/748 share i.e. <b>2.8383 Acres)</b> ;	Document No <sub>th</sub> 6993 dated 24 February, 2006	1664
	16/2		12		Document No <sub>th</sub> 7403 dated 14 March, 2006	1678
<b>Total Lands</b>		<b>2</b>	<b>12</b>			
19	8	8	<b>0</b>	Base Exports Private Limited ( <b>2.65 acres</b> )	Document No. 4899 dated 25 <sup>th</sup> November, 2005	1601
	9/1	2	12			
	12/2	2	12			
	13	8	0			
Total Lands						
19	10	8		<b>B.T.V.S. Buildwell Private Limited (<b>1.675 acres</b>)</b>	Document No. 7286 dated 9 <sup>th</sup> March, 2006	1666
	9/2	5	8			
<b>To: faitands</b>		<b>13</b>	<b>8</b>			
19	3/2	0	15	Aspirant Builders Private Limited ( <b>1/2 share i.e. 0.046875 Acres</b> );	Document No. 7563 dated 22 <sup>nd</sup> March, 2006	1676
				Bulls Realtors Private Limited ( <b>3/8 share- i.e. 0.03515625 Acres</b> );	Document No <sub>th</sub> 5692 dated 12 December, 2006	1795
				Fiverivers Developers Private Limited ( <b>1/8 share i.e. 0.01171875 Acres</b> );	Document No. 3375 dated 13 <sup>th</sup> November, 2007	1918




<b>Total Lands</b>		<b>0</b>	<b>15</b>			
19	19/1/1		16	Fiverivers Developers Private Limited (0.1 acres)	Document No. 1496 dated 29 June, 2007	1864
<b>Total Lands</b>			19			
19	18/2		19	Fiverivers Township Private Limited (0.49375 acres)	Document No. 4709 dated 30 <sup>th</sup> January, 2008	1962
<b>Total Lands</b>			19			
19	15/1	1		Fiverivers Developers Private Limited (0.2 acres)	Document No. 1841 dated 23 <sup>rd</sup> July, 2007	1882
20	11/1/1		12		Document No. 2204 dated 20 <sup>th</sup> August, 2007	1895
19	15/2/1		3	Commander Realtors Private Limited (0.36875 acres)	Document No. 3646 dated 21 <sup>st</sup> August, 2012	2250
20	11/1/2/1		16			
<b>Total Lands</b>			11			
19	- 14		12	Bulls Realtors Private Limited (314 share i.e. 0.7125 Acres);	Document No. 5650 dated 11 <sup>th</sup> December, 2006	1793
				Fiverivers Developers Private Limited (1/4 share i.e. 0.2375 Acres);	Document No. 3375 dated 13 <sup>th</sup> November, 2007	1918
<b>Total Lands</b>		<b>7</b>	<b>12</b>			
<b>GRAND TOTAL</b>		<b>158</b>	<b>1</b>	<b>19.756 Acres</b>		

  
Fiverivers Township Private Limited

  
Watsonia Developers Private Limited

  
Ornament Realtors Private Limited

  
BTVS Buildwell Private Limited

Base Export Private Limited

  
Adson Software Private Limited

Aspira Builders Private Limited

Bulls Realtors Private Limited

Fiverivers Township Private Limited

Fiverivers Developers Private Limited

Commander Realtors Private Limited

## Land Owners-IREO Development Agreements

List of development agreements entered between the Land Owners and IREO (referred to in Recital C of the Development Agreement)

1. Development Agreement dated 15<sup>th</sup> February, 2007 executed by Ornamental Realtors Private Limited in favour of Orange Realty Private Limited
2. Development Agreement dated 15<sup>th</sup> February, 2007 executed by BTVS Buildwell Private Limited in favour of Orange Realty Private Limited.
3. Development Agreement dated 15<sup>th</sup> February, 2007 executed by Base Exports Private Limited in favour of Orange Realty Private Limited.
4. Development Agreement dated 15<sup>th</sup> February, 2007 executed by Adson Software Private Limited in favour of Orange Realty Private Limited.
5. Development Agreement dated 15<sup>th</sup> February, 2007 executed by Aspirant Builders Private Limited in favour of Orange Realty Private Limited.
6. Development Agreement dated 1<sup>st</sup> March, 2007 executed by Bulls Realtors Private Limited in favour of DSR Realtors Private Limited.
7. Development Agreement dated 29<sup>th</sup> November, 2007 executed by Fiverivers Township Private Limited in favour of Orange Realty Private Limited.
8. Development Agreement dated 12<sup>th</sup> July, 2010 executed by Fiverivers Developers Private Limited in favour of TREO Realtors Private Limited
9. Development Agreement dated 15<sup>th</sup> February, 2007 executed by Commander Realtors Private Limited in favour of Orange Realty Private Limited.

**Note —**

1. Name of Orange Realty Private Limited was changed to IREO Private Limited;
2. Name of DSR Realtors Private Limited was changed to IREO Realtors Private Limited;
3. TREO Realtors Private Limited was amalgamated into IREO Private Limited under order dated 1<sup>st</sup> August, 2011 pronounced in Company Petition no. 102 of 2011 along with Company application No. 16 of 2011 by the High Court of Delhi.



Orange Realty Private Limited



Watsonia Developers Private Limited




Ornamental Realtors Private Limited


BTVS Buildwell Private Limited



Base Exports Private Limited




Adson Software Private Limited



Aspirant Builders Private Limited

Bulls Realtors Private Limited

Fiverivers Township Private Limited



Fiverivers Developers Private Limited

Commander Realtors Private Limited



**SCHEDULE-V**

**DEVELOPMENT OBLIGATIONS**

It is understood that the total construction area in the Project-Subject Lands will be at-least 100000 square meters (equivalent to 1076390 square feet) in compliance with Applicable Law, The IREO-Subject Lands Development Obligations and WDL-Subject Lands Development Obligations shall be as under:

**IREO-Subject Lands Development Obligations shall be as under:**

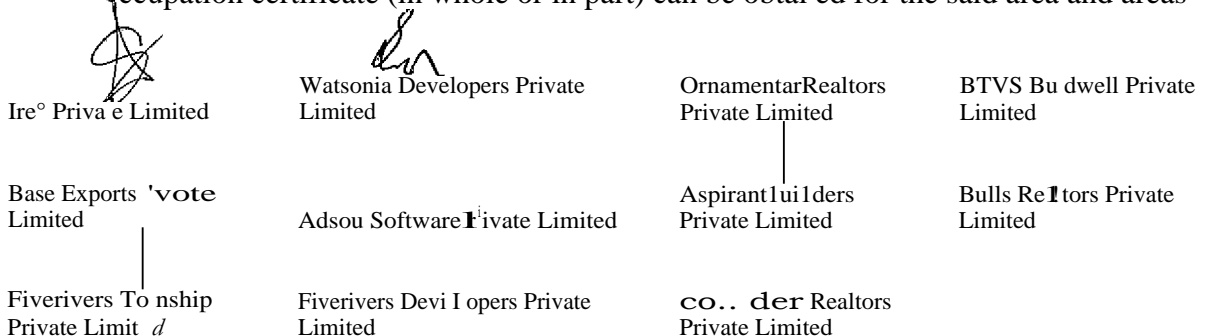
- (0) IREO-Subject Lands Development Obligations shall comprise of bare shell construction of 50000 square meters (equivalent to 538195 square feet) of identified sub structure and super structure area in the Project-Subject Lands, excluding the activities in this area detailed in pt. (ii) below. The said identified 50000 square meter (equivalent to 538195 square feet) of sub-structure and super structure area shall include the entire area of car parking, basements, podiums and stilts. In case the same does not total up to 50000 square meters (equivalent to 538195 square feet), a part of the bare shell super structure shall be included to total to 50000 square meters (equivalent to 538195 square feet).

The above stated sub structure and super structure area of 50000 square meter shall be identified by WDL upon sanction of the final building plans approved by WDL thr the Project-Subject Lands. Similarly, the construction activities to be undertaken by IREO therein, shall be further defined by WDL upon sanction of the final building plans approved by WDL for the Project-Subject Lands. The same may be altered by WDL in the event it is so required in terms of the planning, conceptualization, architecture and design of the Project-Subject Lands prepared by WDL in accordance with Clause 3.2 of the Agreement, subject to the aforesaid identified construction area being 50000 square meters.

The IREO-Subject Lands Development Obligations shall not be increased / altered in the event the Additional Lands or Part Additional Lands are added to the Project-Subject Lands in accordance with Clause 8 of the Agreement.

**WDL-Subject Lands Development Obligations shall comprise of the following;**

- (ii) The remaining construction / development activities on the said identified 50000 square meter area identified under pt. (i) above, will be under the scope and obligations of WDL, and shall include, plumbing, electrical, finishing, fire fighting and infrastructure work etc, as are required to complete and finish the said areas in a manner that the occupation certificate (in whole or in part) can be obtained for the said area and areas



related / corresponding to the same. The said construction, plumbing, electrical, finishing, fire fighting and infrastructure work shall include brick / block walls, doors, windows, plastering, flooring, dadoing, painting, conduiting, wiring, switches & sockets, distribution boards, junction boxes, internal water supply lines (which would include all accessories such as bends, elbows, couplings etc.), waste lines, soil lines, floor traps, EWC, wash basin, shower unit, wall mixer, bib tap, kitchen sink, yard hydrant, wet riser, hose reels, sprinklers, roads, drains, pathways, landscape, transformers, DG sets, street lights, STP, UG pump (for domestic water & flushing water separately), pump rooms, external water supply lines, OHT or hydro-pneumatic pumps, sewage manholes, storm water drains, rain water harvesting arrangement, security booths etc., and all other activities that do not form part of the IREO-Subject Lands Development Obligations for the said identified 50000 square meter area identified under pt. (i) above.

- (iii) The entire construction / development activities on the remaining sub structure, super structure and infrastructure area in the Project Subject Lands (i.e. all construction area other than that identified as per para (i) and (ii) above), which shall include not less than 50000 square meters (equivalent to 538195 square feet) area covered for FSI-Subject Lands, and to construct, complete and finish the said areas in a manner that the occupation certificate (in whole or in part) can be obtained for the said areas and areas related / corresponding to the same. WDL shall carry out the entire construction / development activities on these areas including, sub structure (excavation, anti-termite treatment, foundation, plinth beams, back fillings), super structure (columns, beams, slabs, staircases, lift shafts), finishes (brick / block walls, doors, windows, plastering, flooring, dadoing, painting), electrical (conduiting, wiring, switches & sockets, distribution boards, junction boxes), plumbing (internal water supply lines (which would include all accessories such as bends, elbows, couplings etc.), waste lines, soil lines, floor traps, EWC, wash basin, shower unit, wall mixer, bib tap, kitchen sink), firefighting (yard hydrant, wet riser, hose reels, sprinklers), infrastructure (roads, drains, pathways, landscape, transformers, DG sets, street lights, STP, UG pump (for domestic water & flushing water separately), pump rooms, external water supply lines, OHT or hydro-pneumatic pumps, sewage manholes, storm water drains, rain water harvesting arrangement, security booths etc.) etc.

It is clarified that in the event the Additional Lands or Part Additional Lands are added to the Project-Subject Lands in accordance with Clause 8 of the Agreement, the IREO-Subject Lands Development Obligations shall not be increased / altered, and the entire construction / development activities that will be added in the Project-Subject Lands including in respect of the additional sub structure, super structure and infrastructure area, pursuant to such addition of the Additional Lands or Part Additional Lands, shall be the obligation and entitlement of WDL in addition to the activities provided in pt. (ii) and (iii) above.

  
Ireo PH ate Limited

Base Expor Private  
Limited

Fiverivers lownship  
Private Limited

  
Watsonia Developers Private  
Limited

Adson Softwa e Private Limited

Fiverivers evelopers Private  
Limited

Ornamental ealtors  
Private Limi ed

Aspirant B ilders  
Private Limited

Comman4lr Realtors  
Private Limited

BTVS iildwell Private  
Limited

Bulls Re lctors Private  
Limited '

## SCHEDULE-VI

Description of the lands owned by the Land Owners that form part of the Grand Hyatt Project, as referred to in clause 12.1.7 (a) of the Agreement

Lands at Village, Ghata, Sector 58, Gurgaon					
Rectangle No.	Killa No.	Area			
		Kanal	Marla	Share	
37	23	2	15	8/9	0.31
37	23	0	7	8/9	0.04
37	24	3	3	8/9	0.35
37	18/2	2	9	1	0.31
48	26		16	1/2	0.11
48	12		12	1	0.95
48	26	1	16	1/4	0.06
49	6/3	2	4	125/464	0.07
37	17	7	7	8/9	0.82
49	6/3	2	4	525/928	0.16
38	18/1	1	11	1	0.19
49	2/2min	3	10	8/9	0.39
49	7	7	9	125/464	0.25
49	7	7	9	525/928	0.53
49	8	6	13	125/464	0.22
49	8	6	13	525/928	0.47
49	13/2	4	10	125/464	0.15
49	13/2	4	10	525/928	0.32
49	14	5	9	125/464	0.18
49	14	5	9	525/928	0.39
49	18/3/1	0	5	1/2	0.02
49	3/2min	4		125/464	0.14
49	7	0	11	125/464	0.02
49	8	0	11	125/464	0.02
49	13/2	2		125/464	0.07
49	14	2	11	125/464	0.09
49	17		0	125/464	0.27
37	23	4	18	8/9	0.54

410

Ireo Private Limited

Watsonia Levelers Private Limited

Ornament Realtors . BTVSuidwell Private Private Limited Limited

Base Exports mate Limited

Adson Softwalle Private Limited

Aspirant UiWders Private Limited

Bulls lealtors Private Limited

Fiverivers T wnsnip Private Limited

Fiverivers D evelopers Private Limited

Comm arier Realtors Private Limited

37	24	4	17	8/9	0.54
49	2/2min	0	2	8/9	0.01
49	3/1	3	16	8/9	0.42
49	3/2min	4	4	525/928	0.30
49	7	0	11	525/928	0.04
49	8	0	11	525/928	0.04
49	13/2	2	0	525/928	0.14
49	14	2	11	525/928	0.18
49	17	8	0	525/928	0.57
Total area (acres)					9.65

  
Ireo Private Limited

Base Exports Private Limited

Fiverivers To ship Private Limited

  
Watsonia Developers Private Limited

Adson Software Private Limited

Fiverivers Developers Private Limited

Ornamental Realtors Private Limited

Aspirant Builders Private Limited

Comma der Realtors Private Limited

BTVS Caldwell Private Limited

Bulls Ealtors Private Limited



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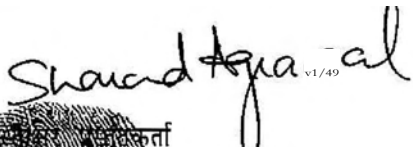

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**COLLABORATION AGREEMENT**

**This Collaboration Agreement (this "Collaboration Agreement") is made at Gurgaon on this 11<sup>th</sup> day of February, 2014; amongst:**

**IREO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "**IREO**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014, being Party of the **FIRST PART**

**AND**

**MAHINDRA HOMES PVT LTD (FORMERLY, WATSONIA DEVELOPERS PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> Floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as "**MHPL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its assigns, successors and administrators) acting through its authorized signatory Mr. Suhas Kulkarni, duly authorized *vide* its board resolution dated 22<sup>nd</sup> January, 2014, being Party of the **SECOND PART**

**AND**

**ORNAMENTAL REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049 (hereinafter referred to as "**Project Land Owner -I**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014, being Party of the **THIRD PART**;

**AND**

**BTVS BUILD WELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 111017 (hereinafter referred to as "**Project Land Owner -II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014, being Party of the **FOURTH PART**;

**AND**



IREO Private Limited

Ma hindra Homes Pvt Ltd

Ornamental Realtors Private Limited

BTVS Buildwell Private Limited

Base Exports Private Limited

Adson Sofriv re Private Limited

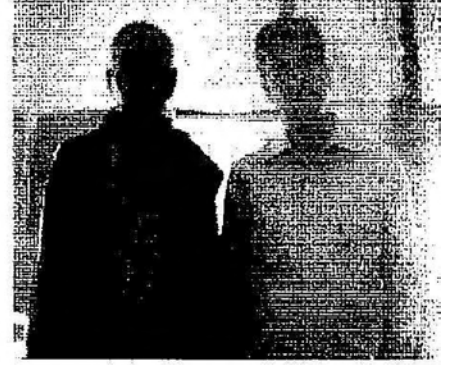
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पेशकर्ता



दावेदार



गवाह

पेशकर्ता	Sharad Agrawal	
दावेदार	Thru0 Suhas Kulkarni	
गवाह	Shrichand Lamberdar	
गवाह	Sanjay Bhagat	

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**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as "**Project Land Owner -III**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014, being Party of the **FIFTH PART**;

**AND**

**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049 (hereinafter referred to as "**Project Land Owner -IV**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid duly authorized *vide* its board resolution dated \_\_\_\_\_ 2014, being Party of the **SIXTH PART**;

**AND**

**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi — 110015 (hereinafter referred to as "**Project Land Owner -V**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014, being Party of the **SEVENTH PART**;

("Project Land Owner-I" to "Project Land Owner-V" are hereinafter jointly referred to as the "Project Land Owners")

(All parties to this Collaboration Agreement i.e. the Project Land Owners, IREO and the MHPL are hereinafter collectively referred to as the '**Parties**' and sometimes individually referred to as a "**Party**").

**WHEREAS IREO HAS REPRESENTED TO MEWL THAT:**

- A) The Project Land Owners are the owners of certain parcels of lands, which in aggregate form a contiguous parcel of land 17.55 acres in Village; Behrampur, Tehsil; Sohna and District Gurgaon in Sector — 59, Gurgaon (hereinafter referred to as the "**Project Lands**").
- B) The Director Town and Country Planning, Haryana ("**DTCP**") has granted a License bearing no. 16 of 2008 dated 31<sup>st</sup> January, 2008 (the "**License**") under the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 for development of a Group Housing Colony on the Project Lands. The License has been renewed by and under Memo no. LC-1042-JE (B)/2012/9113 dated 28<sup>th</sup> May, 2012 issued by the DTCP".

**AND WHEREAS** IREO has agreed to grant and transfer part of its obligations, rights and entitlements in favour of MEPL, to enable MHPL to undertake its part of the development and construction

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activities on lands measuring 1 acre (the "Said Lands") out of the Project Lands, as per the terms and conditions of this Collaboration Agreement. The Said Lands are more particularly described in Schedule-II to this Collaboration Agreement and delineated on the plan in Blue colour, which is Schedule-III. The description of title and current mutations in the Record of Rights vesting the Said Lands in favour of the Project Land Owners is detailed in Schedule-IV to this Collaboration Agreement.

NOW THEREFORE, IREO and MHPL, with the Project Land Owners being part of the confirming party hereto, have, in accordance with the terms of this Collaboration Agreement, agreed to come together to develop the Said Lands on a portion of the Project Lands **i.e. lands admeasuring 8 KANAL (1 ACRE).**

**NOW THEREFORE,** in consideration of the mutual covenants, terms and conditions and understandings set forth in this Collaboration Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

## **L DEFINITIONS AND INTERPRETATION**

**1.1. Definitions** - In this Collaboration Agreement (including the recitals), unless the context otherwise requires various expressions used shall have the meaning assigned to them in Schedule-I to this Collaboration Agreement.

### **1.2. Interpretation**

1.2.1 In this Collaboration Agreement, unless the contrary intention appears any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Collaboration Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Collaboration Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (iii) any reference to the singular shall include the plural and vice-versa;
- (iv) any references to the masculine, the feminine and the neuter shall include each other;
- (v) any references to a "company" shall include a reference to a body corporate;
- (vi) any reference herein to any Clause or Schedule or Annexure is to such Clause of or

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Schedule to or Annexure to this Collaboration Agreement. The Schedules and Annexures to this Collaboration Agreement shall form an integral part of this Collaboration Agreement;

- (vii) references to this Collaboration Agreement or any other document shall be construed as references to this Collaboration Agreement along with all current or previous documents associated to this Collaboration Agreement or other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Collaboration Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Collaboration Agreement limits the extent or application of another Clause or any part thereof;
- (x) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (xi) headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Collaboration Agreement;
- (xii) "in writing" includes any communication made by letter, fax or e-mail;
- (xiii) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xiv) references to a person (or to a word importing a person) shall be construed so as to include:
  - (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
  - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (xv) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

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(xvi) all the recitals to this Collaboration Agreement shall form an integral and operative part of this Collaboration Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

## 2. Development rights, construction & development of the project, FSI and Density allocations

2.1 On and from the Effective Date, IREO grants and transfers to MHPL, the rights and entitlements to construct and develop the Project (*as defined herein*) on Said Lands i.e. 1 acre lands out of the Project Lands in accordance with this Collaboration Agreement. IREO and MHPL shall comply with their respective responsibilities and obligations in respect of construction and development of the Project, as specified in this Collaboration Agreement.

2.2 The total residential FSI available / permissible on the Project Lands is 1197268 square feet equivalent to 111230 square meters ("**Total Project ES!**"). Out of Total Project FSI, an FSI of 120000 square feet equivalent to 1115 square meters ("**FS! Said Lands**") has been allocated to the Said Lands, which shall be developed as part of the Project, in accordance with this Collaboration Agreement. The total density available on the Project Lands is 4712 persons ("**Density Project Lands**"). Out of the **Density Project Lands**, a density of 473 persons has been allocated to the Said Lands, which shall be utilised in the Project.

## 3. Area Entitlement -

3.1 In consideration of the respective obligations that IREO and MHPL shall undertake in the Project, the Saleable Area developed / added on account of this Collaboration Agreement shall be reserved as follows -

25 % of the residential Saleable Area (calculated in square feet) shall be reserved for IREO, along with proportionate car parking space.

(ii) 75 % of the residential Saleable Area (calculated in square feet) shall be reserved for MHPL, along with proportionate car parking space. If the Project comprises of any saleable area other than residential construction, such as commercial spaces, then such saleable area shall be reserved for MHPL as part of its entitlement and MHPL shall be entitled to all receivables from the same.

## 4. Refundable Security Deposit

As security towards compliance of its obligations under this Collaboration Agreement, MHPL agrees to pay to IREO an interest free refundable deposit equivalent to Rs. 54,90,21,800/- (Fifty Four Crore Ninety Lakh Twenty One Thousand Eight Hundred Only) (the "**Security Deposit**"). The said amount shall be paid by WET to IREO within 7 (seven) days from registration of this Collaboration Agreement and the MIPL-GPA. It is clearly agreed that the Security Deposit shall be refunded by IREO to MHPL. IREO shall refund the entire Security Deposit to MHPL from the initial Net Sales Revenue collected from IREO's BUA. Upon completion of the IREO's BUA if the entire amount of the Security Deposit is not received by MHPL, IREO

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shall forthwith refund the balance amount to MHPL. Notwithstanding any other right or remedy available to MHPL under applicable law, IREO shall be liable to pay an interest @ 12% per annum compounded annually to MIPL in the event of any delay or default in this regard for the entire delay period.

## 5. REPRESENTATIONS AND WARRANTIES

### 5.1 Each of the Parties hereby represents, warrants and undertakes to the other Party that:

5.1.1 It has the full power and authority to enter into, execute and deliver this Collaboration Agreement and any other deeds, documents or agreements, including Power of Attorney, and consents, contemplated hereunder or pursuant hereto (the "**Other Documents**"). The Other Documents will form an integral part of the understanding recorded in this Collaboration Agreement, and the Parties will at all times comply with the terms and conditions of the same.

5.1.2 The execution and delivery of this Collaboration Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorised by all necessary corporate or other action of the Party; the execution, delivery and performance of this Collaboration Agreement or any Other Documents by such Party and the consummation of the transaction contemplated hereunder or under any Other Document shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

### 5.2 Representations, warranties and obligations of the Project Land Owners and IREO:

5.2.1 The Project Land Owners are vested with absolute ownership and clear and marketable title to the Project Lands and are the recorded owners and in possession of the Project Lands in all governmental records including the Record of Rights. The Project Land Owners are vested with clear, marketable, unfettered, absolute and unrestricted right, title and interest on their respective portions of the Said Lands. The right, entitlement, possession, ownership and receivable of the Project Land Owners on their respective portions in the Said Lands are free from any existing / subsisting Encumbrance whatsoever.

5.2.2 IREO possesses development rights on the Said Lands, which it acquired by virtue of duly executed and binding documents / contracts executed between the Project Land Owners and IREO. There is no restriction on IREO to execute and enter into this Collaboration Agreement.

5.2.3 All other representations, warranties and obligations of IREO and / the Project Land Owners provided in the Agreement-I (*as defined hereinafter*) shall be deemed to have been incorporated under this Collaboration Agreement. Similarly, the representations, warranties, undertakings and obligations of IREO and the Project Land Owners provided in the Agreement-I shall be deemed to extend to the Said Lands and the Project, which is now agreed to be constructed on the aggregate of the Subject Lands (*as defined in the Agreement-1*) and the Said Lands. It is

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further agreed that wherever in Clause 9 of the Agreement-I, an amount is specified as the maximum amount that IREO is to incur, in certain event, the said amount shall stand enhanced by Rs. 54,90,21,800/- (Fifty Four Crore Ninety Latch Twenty One Thousand Eight Hundred Only).

### 5.3 Representations, warranties and obligations of MEM

5.3.1 All other representations, warranties and obligations of MHPL provided in the Agreement-1 shall be deemed to have been incorporated under this Collaboration Agreement and extended to the Said Lands, which are to be developed as part of the Project in accordance with this Collaboration Agreement.

## 6. Mutually agreed terms and conditions

6.1 Simultaneously with the execution of this Collaboration Agreement, possession of the Said Lands has been shared with MIPL, for implementing its obligations under this Collaboration Agreement and receiving all its benefits / entitlements / rights under this Collaboration Agreement.

6.2 This Collaboration Agreement and MHPL-GPA shall be registered at the office of the jurisdictional sub registrar. IREO, MHPL and the Project Land Owners shall present themselves through a duly authorized representative at the said office for execution and registration of this Collaboration Agreement and MHPL-GPA. All costs, charges, duties and expenses incurred in this regard shall be borne by MI IPL.

6.3 MHPL, the Project Land Owners and IREO shall not and shall ensure that no other person, acting under or through any of them, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the rights, entitlements or obligations of MHPL, or (ii) interferes with or causes any obstruction or hindrance in the exercise of any of the rights, entitlements or obligations of IREO or (ii) whereby the rights and entitlements of MHPL are prejudicially affected or (iii) whereby rights or entitlements of IREO are prejudicially affected. Without limiting the generality of the foregoing, the Parties ensure that their representatives or agents shall not interact with, apply to or appear before any concerned Government Authority or any third party in respect of the Said Lands except for development of project as agreed herein and for obtainment of Approvals as provided herein. In performance of its duties and the exercise of its rights, powers and authorities under this Collaboration Agreement, MHPL, IREO and Project Land Owners shall act in the best interests of each other and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the other.

6.4 The Parties shall comply with all laws including but not limited to workers, guidelines & notifications of DTCP, Income Tax Act, 1961, VAT, WCT, Service Tax, PF, construction workers tax, including all others, as currently applicable and those that may be applied in future, pertaining to the project sought to be developed herein and sale of the saleable area of

				
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MI-IPL and IREO and maintenance of the project. Service Tax that may be applicable in respect of this Collaboration Agreement shall be borne and paid by IREO.

- 6.5 Without prejudice to the obligations and entitlements of IREO, the Project Land Owners, to do all deeds, acts and things as are required for to be done by them in accordance with this Collaboration Agreement, IREO and Project Land Owners, agree and undertake, to execute an irrevocable power of attorney ("**MHPL-GPA**") in favour of MI-LPL or its representative in respect of the Said Lands, so as to enable MHPL to perform its obligations and receive its rights, entitlements and benefits under this Collaboration Agreement. IREO and the Project Land Owners acknowledge that MHPL has entered into this Collaboration Agreement relying upon their representations that the MHPL-GPA shall be maintained and not revoked till the completion of the Project and till such time as MHPL has undertaken and completed all its obligations and after that as may be required for MHPL to undertake and complete all its obligations and receive its rights, entitlements and benefits under this Collaboration Agreement. The MHPL-GPA shall be irrevocable and MHPL shall be entitled to delegate any or all of the powers and authorities under the MHPL-GPA to any of its Affiliates, employees or representatives. MHPL shall have an-unequivocal right of specific performance in the event of revocation / modification / alteration or cancellation of the MHPL-GPA along with all injunctive remedies, as also provided in clause 11 herein. The MHPL-GPA shall be executed and registered, at the cost and expense of MHPL, simultaneously with the execution and registration of this Collaboration Agreement.
- 6.6 To facilitate the construction and development of the Project, MHPL shall create equitable mortgage or any other form of mortgage or exclusive charge on the Said Lands and /or all receivables under the project sought to be developed under this Collaboration Agreement in favour of the Lenders by depositing/actual and / or by way of constructive delivery, the original title deeds and documents of the Said Lands to raise construction finance, as and when so required by MHPL. Adequate authorisations will be provided to MHPL in this regard under the MHPL-GPA. Further, the Project Land Owners and IREO agree and undertake to sign and/ or execute all the necessary documents, agreements, deeds, declaration, no-objection certificates etc. in favour of such Lender and/or MHPL, if required, forthwith on being requested by MHPL. However, Project Land Owners and IREO shall not provide any personal/corporate guarantee for such financing.
- 6.7 The Parties have entered into the Agreement-I (*as defined in Schedule-1*), under which the Parties have agreed for development and construction of the Project on the Subject Lands (*as defined under the Agreement-I*). The said Agreement is duly registered with the jurisdictional Sub Registrar. It is now agreed that the Project shall be developed on the aggregate of the Subject Lands (*as defined under the Agreement-I*) and the Said Lands as a single project. Further, the FSI-Said Lands and Density-Said Lands shall be added to the FSI and Density (out of the Project-FSI and Project-Density) that was to be utilized under the Agreement-I on the Project. All rights, entitlements, obligations, costs, benefits, understandings and arrangement of the Parties under the Agreement-I shall be deemed to be in respect of (i) the aggregate of the Subject Lands (*as defined under the Agreement-I*) and the Said Lands (ii) the Project constructed and Saleable Area generated, after including the Said Lands, FSI-Said Lands and



Density-Said Lands to the Subject Lands, FSI-Subject Lands and Density-Subject Lands (as all defined under the Agreement-I), respectively.

- 6.8 At all places in the Agreement-I, including in the definitions / abbreviations used therein, for all intent and purposes, (i) the term / definition 'Subject Lands' shall refer to the aggregate of the 'Subject Lands' as defined under the Agreement-I and the 'Said Lands', (ii) the term / definition 'TSI-Subject Lands' shall refer to aggregate of the 'FSI-Subject Lands' as defined under the Agreement-I and the 'FSI-Said Lands', (iii) the term/ definition 'Density-Subject Lands' shall refer to the aggregate of the 'Density-Subject Lands' as defined under the Agreement-I and the 'Density-Said Lands', (iv) the term / definition 'IREO's BUA' and 'WDL's BUA' shall also include the 'Saleable Area' that shall be constructed on account of addition of the 'Said Lands' and 'PSI-Said Lands' to the 'Project' and apportioned between the Parties in the same ratio as provided in the Agreement-I (v) the term / definition 'Refundable Security Deposit' shall refer to the aggregate of the 'Refundable Security Deposit' as defined under the Agreement-I and the 'Security Deposit' paid under this Collaboration Agreement, (vi) 'WDL Rights' shall be in respect of the project to be constructed on aggregate of the 'Subject Lands' and 'Said Lands' as per the Agreement-I and this Collaboration Agreement. In all documents, understanding, deeds, agreements, mortgages, hypothecations, undertakings, authorizations, power of attorneys etc. executed between the Parties in relation to the Project, (i) the use of the terms / definitions of the Agreement-I, shall mean and refer to the revised / modified intent / scope of such terms / definitions as provided herein, and (ii) the reference of Agreement-I shall refer to collectively the Agreement-I and this Collaboration Agreement.
- 6.9 The remaining lands out of the Project Lands that are to be developed by IREO under the Agreement-1 shall be the Remaining Lands (as defined under the Agreement-I) less the Said Lands. Similarly, the PSI and Density to be developed / utilized in the Remaining Lands by IREO shall be TSI-Remaining Lands (as defined under the Agreement-I) less FSI-Said Lands' and 'Density-Remaining Lands (as defined under the Agreement-I) less Density-Said Lands. The revised Remaining Lands are demarcated in Green colour in Schedule-III.
- 6.10 It is clarified that despite of a reduction in the Remaining Lands (as defined under the Agreement-I) and the FSI and Density associated to the same, the understanding between the Parties with regard to construction of the Schools in the Project Lands as provided in the Agreement-I shall remain unaltered.
- 6.11 The development obligations of IREO and MHPL out of the total construction area in the Project sought to be developed under the Agreement-I are defined / described in Schedule-V of the Agreement-1. It is agreed that the additional construction / development that shall require being undertaken in the Project on account of addition of the Said Lands, FSI-Said Lands and Density-Said Lands shall be undertaken by MHPL. Thus, the development obligations of MHPL provided under the said Schedule-V of the Agreement-I shall stand enhanced accordingly. It is clarified that the development obligations of IREO as provided under the said Schedule-V of the Agreement-1 shall remain unchanged despite of addition of the Said Lands, PSI-Said Lands and Density-Said Lands to the Project.

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- 6.12 FSI-Subject Lands (*as defined in the Agreement-I*) and FSI-Said Lands shall be utilized / constructed on the Subject Lands (*as defined in the Agreement-I*) and the Said Lands in the Project in accordance with the design, footprints, layout and plans made by MHPL.
- 6.13 Simultaneously with the execution and registration of this Collaboration Agreement, IREO has agreed to provide appropriate collateral securities to secure MIPL against default by IREO in any of its obligations and responsibilities under this Collaboration Agreement.
- 6.14 IREO shall refund the entire Security Deposit to MHPL from the initial Net Sales Revenue collected from IREO's BUA, in the same manner and as per the same mechanism as has been agreed for refund of the Refundable Security Deposit in the Agreement-I. Upon completion of the IREO's BUA if the entire amount of the Security Deposit is not received by MHPL, IREO shall forthwith refund the balance amount to MHPL. Notwithstanding any other right or remedy available to MHPL under applicable law, IREO shall be liable to pay an interest @ 12% per annum compounded annually to MHPL in the event of any delay or default in this regard for the entire delay period.

## 7. Acknowledgment by the Project Land Owners

The Project Land Owners have no objection to the understanding and agreement captured in this Collaboration Agreement and other understanding arrived at between the Parties by and under this Collaboration Agreement. Further, the Project Land Owners confirm and acknowledge the vesting of all rights under this Collaboration Agreement in favour of MHPL and all the representations and warranties made herein in respect of the current status, approvals obtained so far, and the understanding / agreements/ authorisations / Other Documents between the Project Land Owners and IREO. Further, the Project Land Owners confirm and acknowledge that they shall sign, execute and register, as may be required by MHPL, all documents including sale / conveyance deed in favour of the allottees / purchasers of the saleable area in MHPL's BUA. Further, the Project Land Owners shall also be responsible and obligated along with IREO for obtainment of all Approvals, License Renewals, etc. and for all other obligations of IREO, as provided in this Collaboration Agreement. It is also confirmed that any benefits or entitlements of the Land Owners out of the Project in terms of the development agreements between IREO and the Project Land Owners or any other understanding / agreement, shall be paid by IREO to the Project Land Owners.

## 8. INDEMNITY

The entire understanding between the Parties with regard to indemnification agreed under the Agreement-I shall be deemed to have been incorporated under this Collaboration Agreement. Similarly, the understanding with regard to indemnity in the Agreement-I shall be deemed to extend to the Said Lands and the Project to be constructed on the aggregate of the Subject Lands (*as defined in the Agreement-I*) and the Said Lands. It is further agreed that wherever in Clause 12 of the Agreement-I, an amount is specified as the maximum amount of monetary indemnification by IREO in certain events, the said amount shall stand enhanced by Rs. 54,90,21,800/- (Fifty Four Crore Ninety Lakh Twenty One Thousand Eight Hundred Only).



IREO Private Limited

Mahindra Homes Pvt Ltd

Ornamental Real Estate Private  
Limited

BTVS Buildwell Private  
Limited

Base Exports Private Limited

Adson Sales Private  
Limited

Aspirant Builders Private  
Limited

## 9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 The Collaboration Agreement shall be governed by, and construed in accordance with, laws of India.
- 9.2 In the case of any dispute, controversy or claim arising out of or in connection with this Collaboration Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties.
- 9.3 If the dispute is not resolved through such discussions within 7 (Seven) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof,
- 9.4 The venue and seat of arbitration shall be Gurgaon and the language of the arbitration proceedings shall be English.
- 9.5 The arbitration tribunal shall consist of three (3) arbitrators. The Land Owners and IREO shall appoint one (1) arbitrator and MHPL shall appoint one (1) arbitrator. The two (2) arbitrators thus appointed shall appoint the third (3<sup>rd</sup>) arbitrator who shall be the presiding arbitrator. In the event the two arbitrators so appointed are unable to agree on the presiding arbitrator, the presiding arbitrator shall be appointed under the rules of the Arbitration and Conciliation Act, 1996.
- 9.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Collaboration Agreement.
- 9.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such tribunal as determined by the arbitral tribunal. The cost of the presiding arbitrator shall be shared between IREO and MHPL equally.
- 9.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Collaboration Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 9.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 9.10 Subject to the above, the courts at Haryana shall have the exclusive jurisdiction over all disputes under this Collaboration Agreement.

IREO Private Limited

Mahindra Homes Pvt Ltd

Ornamental Rea ors Private  
Limited i

BTVS B well Private  
Limited

Base Exports Pri te Limited

Adson Softwar Private  
Limited

Aspirant B 'Iders Private  
Limited

## 10. Notices

10.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Collaboration Agreement shall be given in writing and may be given by e-mail, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) If to Project Land Owners and / or IREO:

Address: 5<sup>th</sup> Floor, Orchid Centre, Golf Course Road, Sector-53, Gurgaon, Haryana,  
Pin code- 122002

Attn: Mr. Sharad Agrawal

[E-mail: sharad.agrawal@ireo.in](mailto:sharad.agrawal@ireo.in)

(b) If to MHPL:

Address: 5<sup>th</sup> Floor, Mahindra Towers, Worli, Mumbai - 400 018

Attn: Mr. Ramesh Ranganathan

[E-mail: r.ramesh@mahindralifespaces.com](mailto:r.ramesh@mahindralifespaces.com)

AND

Address: Mahindra Towers, 2A, Bhikaji Cama Place, New Delhi - 110066

Attn: Mr. Lokesh Kumar Gupta

[E-mail: gupta.lokesh@mahindralifespaces.com](mailto:gupta.lokesh@mahindralifespaces.com)

## 11. Confidentiality

11.1 This Collaboration Agreement, its existence and all information exchanged between the Parties under this Collaboration Agreement or during the negotiations preceding this Collaboration Agreement is confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, directors, auditors, agents, advisors, consultants and authorised representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. Till the time the project sought to be developed herein is launched, none of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Collaboration Agreement or the relationship between the Parties without taking prior written consent of the other Parties, which shall not be unreasonable withheld. The obligations of confidentiality do not extend to information which:



is disclosed with the prior written consent of the Party who supplied the information;

- (ii) is, at the date this Collaboration Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is required to be disclosed by any Government or regulatory authority, to such Government or regulatory authority, provided before such disclosure the Party disclosing shall duly inform the other Parties;
- (iv) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Collaboration Agreement, after giving prior notice to the other Parties;  
Or
- (v) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.
- (vi) Marketing / promotion of the project sought to be developed herein by MHPI, in accordance with its entitlements under this Collaboration Agreement.
- (vii) is disclosed by MHPL to lenders / investors / partners / contractors towards development of the project sought to be developed herein.
- (viii) is disclosed to Affiliates,


## 12 General

### 12.1 No Partnership

This Collaboration Agreement is on a principal-to-principal basis. Nothing contained in this Collaboration Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons between the Parties hereto. Parties under this Collaboration Agreement shall be bound for their separate and specific responsibilities, rights, liabilities and obligations and shall be independently entitled to their respective benefits and entitlements as provided under this Collaboration Agreement.

### 12.2 Variation

No variation of this Collaboration Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

 IREO Private Limited	Mahindra Homes Pvt Ltd	Ornamental Limited	ealtors Private	Brvs Euildwell Private Limited
Base Exports PriVtite Limited	Adson So Limited	are Private	Aspirant uilders Private Limited	

**12.3 Transfer / nomination / assignment**

MHPL shall at all times be permitted to transfer / assign / nominate its rights, obligations and interest under this Collaboration Agreement only to its Affiliate, without the requirement of any intimation to or approval from IREO and the Project Land Owners. IREO and the Project Land Owners shall not be entitled to assign their rights and obligations under this Collaboration Agreement to any third party.

**12.4 Waiver**

No waiver of any breach of any provision of this Collaboration Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**12.5 Successors and Assigns**

This Collaboration Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

**12.6 Further Acts**


Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Collaboration Agreement and each of the transactions contemplated under this Collaboration Agreement. Without limiting the generality of the foregoing, if the approval of any Government Authority is required for any of the arrangements under this Collaboration Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

**12.7 Authorization**

The persons signing this Collaboration Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

**12.8 Survival**

- (a) The provisions of this Clause 12.8, Clause 5 (Representations and Warranties), Clause 8 (Indemnification), Clause 9 (Governing Law and Dispute Resolution), Clause 10 (Notice), Clause 11 (Confidentiality) shall survive the expiry or earlier termination of this Collaboration Agreement.
- (b) Any termination as mentioned above shall- not affect the accrued rights of the Parties hereunder.

 IREO Private Limited   Base Exports Private Limited	Mahindra Homes Pvt Ltd   Adson Software Private Limited	Ornamental R... Private Limited   Aspirant Builders Private Limited	BTVS... Private Limited   Euilwell Private Limited
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### 13 Term and Termination

The Collaboration Agreement shall be co-existent and co-terminus with the Agreement I.

### 14 Specific Performance of Obligations

- 14.1 The Parties to this Collaboration Agreement agree that, to the extent permitted under applicable law, the rights and obligations of the parties under this Collaboration Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Collaboration Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable remedy. The affected Party shall notwithstanding the above rights shall also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party. The right of specific performance as provided herein and as may be available under Applicable Law shall be notwithstanding any other right remedy available under Applicable Law or this Collaboration Agreement including the indemnity as provided in clause 8 above.

### 15 Force Majeure and Change of Law

- 15.1 Any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under this Collaboration Agreement, shall be excused if, and to the extent that such non-performance or delay in performance is caused by Force Majeure.
- 15.2 "**Force Majeure**" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

acts of God, including without limitation fire, storms, floods, earthquake or lightning;

- (ii) war, hostilities, terrorist acts, riots, civil commotion or disturbances, change in governmental laws, orders or regulations adversely affecting or preventing due performance by either party of its duties, obligations or responsibilities under this Collaboration Agreement, embargoes, actions by a government, central or state in India or overseas, or any agency thereof, sabotage, explosions;
- (iii) strikes, lockouts or other concerted industrial action;
- (iv) Change of any law, rules, regulations,

**IREO Private Limited**

**Mahindra Homes Pvt Ltd**

**Ornamenta e Itors Private  
Limited**

**BTVS Build ell Private  
Limited**

**Base Exports Private qimited**

**Adson Softire Private  
Limited**

**Aspirant Build s Private  
Limited**

- (v) fresh/new law, guidelines, notifications, conditions, policy issued/prescribed by any Government Authorities/DTCP,
- (vi) any other acts, occurrences, events or circumstances beyond the reasonable control of the Party affected.

16 Recitals

Recitals shall form an operative part of this Collaboration Agreement and shall be binding on the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Collaboration Agreement the day and year first above written.

Signed and delivered for and on behalf of TREO PRIVATE LIMITED, duly represented through its authorised representative

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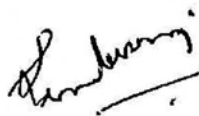
Name: Mr. Sharad Agrawal

Designation: Senior Vice President

Pan number of IREO PRIVATE LIMITED: AAAC06644B

(Authorized representative of IREO PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of MAIHNDRA HOMES PRIVATE LIMITED, duly represented through its authorised representative



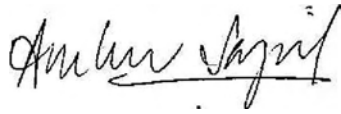


Name: Mr. Suhas Kulkarni

Pan number of MAIUNDRA HOMES PRIVATE LIMITED: AAACW9691A

(Authorized representative of MAHINDRA HOMES PRIVATE LIMITED, duly authorized *vide* its board resolution dated 22<sup>nd</sup> January, 2014)

Signed and delivered for and on behalf of **ORNAMENTAL REALTORS PRIVATE LIMITED**, duly represented through its authorised representative




Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **ORNAMENTAL REALTORS PRIVATE LIMITED**: AABF03088K

(Authorized representative of ORNAMENTAL REALTORS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **BTVS BUILDWELL PRIVATE LIMITED**, duly represented through its authorised representative

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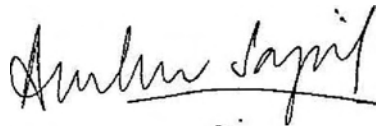
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **BTVS BUILDWELL PRIVATE LIMITED**: AACCB7758B

(Authorized representative of BTVS BUILDWELL PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **BASE EXPORTS PRIVATE LIMITED**, duly represented through its authorised representative




Name: Mr. Amber Sajid

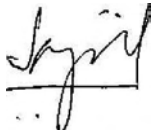
Designation: Assistant General Manager, Corporate Planning

Pan number of **BASE EXPORTS PRIVATE LIMITED**: AACCB6875B

(Authorized representative of BASE EXPORTS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)



Signed and delivered for and on behalf of **ADSON SOFTWARE PRIVATE LIMITED**, duly represented through its authorised representative

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Name: Mr. Amber Sajid

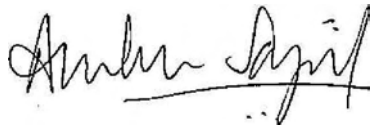
Designation: Assistant General Manager, Corporate Planning

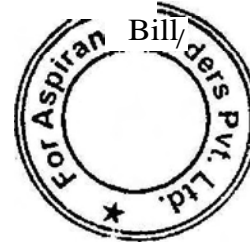
Pan number of **ADSON SOFTWARE PRIVATE LIMITED**: AAFCA2459P

(Authorized representative of BASE EXPORTS PRIVATE LIMITED, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

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Signed and delivered for and on behalf of **ASPIRANT BUILDERS PRIVATE LIMITED**, duly represented through its authorised representative







Name: Mr. Amber Sajid

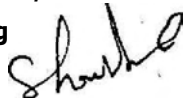
Designation: Assistant General Manager, Corporate Planning

Pan number of **ASPIRANT BUILDERS PRIVATE LIMITED**: AAFCA5751Q

(Authorized representative of ASPIRANT BUILDERS PRIVATE LIMITED, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

**WITNESSES**

   
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**MANOJ GOYAL**  
Advocate  
Distt. Courts, Gurgaon

## SCHEDULE —I

In this Collaboration Agreement (including the recitals), unless the context otherwise requires various expressions used shall have the meaning assigned to them as under;

- (i) **"Affiliate"**, shall mean in relation to any Party, any person that controls, is controlled by or is under the common control with, that Party, as the case may be and shall include the parent and subsidiary company(ies);
- (ii) **'Agreement-r'** shall mean and refer to the registered Collaboration Agreement dated 6<sup>th</sup> May, 2013 executed between IREO, MHPL, Project Lands Owners and certain other additional land owners, which is registered with the Sub-Registrar, Sohna as Document No. 551 on 7<sup>th</sup> May, 2013.
- (iii) **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, including the Foreign Direct Investment policies, rules and regulations and other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Collaboration Agreement or thereafter;
- (iv) **"Approvals"**, means and refer to all permissions, including, no objection certificates, clearances, permits, building sanction plans, sanctions, exemptions, approvals including but not limited to Airports Authority of India, Pollution Control Board, Ministry of Environment & Forest, Fire departments, BR-III, Mining, Forest, Indian Green Building Council, Aravali clearance, irrigation, Public Works Department, Indian Railways, Municipal Corporation, National Highways Authority of India, Ground water clearance, Haryana Urban Development Authority approvals, Town and Country Planning, local bodies, building plan sanction / approval, occupation certificate, completion certificate etc., required from any Governmental Authority or from any other person, as the case may be, for the acquisition, construction, development, ownership, occupancy, operation, management, leasing, disposal, transfer of or creation of third party interest and shall include without limitation all approvals relating to or pursuant to sanction of layout plans, building sanctioned plans, environment, cutting of trees, drawing of water, height, commencement certificates and the occupation certificates required in relation to the construction, development, occupation and sale of the project sought to be developed under the Agreement-I and this Collaboration Agreement.
- (v) **"Collaboration Agreement"** shall mean this Collaboration Agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended / supplemented by the Parties from time to time in writing;
- (vi) **"Density Project Lands"** shall mean the total density available over the Project Lands, being 4712 persons for the Project Lands;

 <b>IREO Private L' Bed</b>	 <b>Mahindra Homes Pvt Ltd</b>	 <b>Ornamental Real Private Limited</b>	 <b>BTVS Buil well Private Limited</b>
<b>Base Exports Pri ate Limited</b>	 <b>Adson Sof are Private Limited</b>	<b>Aspirant Bui era Private Limited</b>	

- (vii) **"Density-Said Lands"** shall mean the total density out of the Density-Project Lands that shall be available / utilized / allocated to the Said Lands to be developed as a part of the Project, being 473 persons;
- (viii) **"DTCP"** shall mean the Director, Town and Country Planning, Haryana.
- (ix) **"Effective Date"** shall mean the date of registration of this Collaboration Agreement and MHPL-GPA;
- (x) **"Encumbrance"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.
- (xi) **'IVIEPL-GPA'** shall have the meaning ascribed to it in Clause 6.5 of this Collaboration Agreement.
- (xii) **'Saleable Area'** shall have the same meaning as ascribed to it in the Agreement-1.
- (xiii) **'Security Deposit'** shall have the meaning ascribed to it in Clause 4 of this Collaboration Agreement.
- (xiv) **'Total Project FSI'** shall have the meaning ascribed to it in Clause 2.2 of this Collaboration Agreement.
- (xv) **'Project'** shall have the same meaning as ascribed to Project-Subject Lands under the Agreement-1, and wherever the context so requires shall include the addition / alteration to the same as agreed / provided under this Collaboration Agreement.
- (xvi) **"Project Lands"** shall mean lands measuring 17.55 acres in Village; Behrampur, Tehsil; Sohna and District Gurgaon in Sector — 59, Gurgaon forming part of License bearing no 16 of 2008 dated 31 January, 2008, and as also described in Agreement-I. The Project Lands are aggregate of the Said Lands, the Subject Lands (as defined under the **"Agreement-I"**) and the Remaining Lands (emergent from Agreement-1 and Clause 6.9 herein), which have also been demarcated in Schedule-III herein.

IREO Private Limited

Mahindralomes Pvt Ltd

Ornamental Builders Private  
LimitedBTVS Ildwell Private  
Limited

Base Exports Private Limited

Adson Software Private  
LimitedAspirant Builders Private  
Limited

**SCHEDULE -II****Description of Said Lands –**

Lands measuring 1 acre situated at Sector-59, Village: Behrampur, Tehsil: Sohn, District, Gurgaon, Haryana comprised in the following Killa nos. —

Rectangle No.	Killa No.	..Are4		
		Kanal	Marla	Acre
12	21/1/2	0	4	0.025
20	1	3	0	0.275
	10	4	16	0.600
<b>Total</b>		<b>8</b>	<b>0</b>	<b>1</b>

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12 MT. WIDE SERVICE ROAD  
60 MT. WIDE SECTOR

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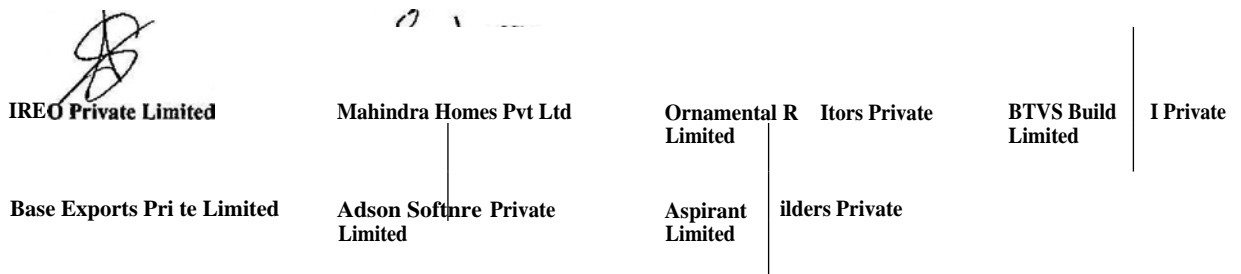
24 MT. WIDE ROAD

Index	
	Subject Land
	Remainig Land
	Said Land
	Service Road
	Original Revenue Rest
	New Revenue Rasta

**SCHEDULE - IV  
DESCRIPTION OF TITLE**

Ownership pattern of the Said Lands, sale deeds under which the lands were acquired by the respective Land Owners and the mutations recorded in the Jamabandi (Record of Rights)

Jamabandi		Mutation		Title	
No.	Date	No.	Name	Description	Document No.
12	21/1/2	0	Maria	<b>Adson Software Private Limited (78/1216 share Le. 0.064 acres)</b>	<b>Document No. 7666 dated 27 March, 2006</b>
				<b>Ornamental Realtors Private Limited (773/1216 share i.e. 0.635 acres)</b>	<b>Document No. 6504 dated 30<sup>th</sup> January, 2006</b>
				<b>B.T.V.S. Buildwell Private Limited (365/1216 share i.e. 0.300 acres)</b>	<b>Document No. 6564 dated 1st February, 2006</b>  <b>Document No. 6511 dated 30 January, 2006</b>
20	1	3			<b>1683</b>
	10	4			<b>1640</b>
					<b>1638</b>
					<b>1642</b>



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रजिस्टरी संख्या 2 रसीद पुस्तक क	048
कार्यालय सब-रजिस्ट्रार	
दस्तावेज पेश करने वाले का नाम	29/12/13
दस्तावेज की तकलीफ करने वाले का नाम और तकमील की तारीख	29/12/13
दस्तावेज पेश होने की तारीख	29/12/13
दस्तावेज की किस्म और मुआवजे की रकम	5000
स्टाम्प मूल्य	500
प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल शुल्क की रकम का जोड़ और विवरण	
शब्दों की संख्या	रक 102

रजिस्टरी अधिकारी के हस्ताक्षर

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हरियाणा HARYANA

M 308344












**POWER OF ATTORNEY**

This Deed of Power of Attorney ("PoA") is executed on this 6<sup>th</sup> day of May, 2013 at Gurgaon, Haryana by:

**IREO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "IREO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal duly authorized *vide* its board resolution dated 6th May, 2013.

AND

**ORNAMENTAL REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor,

 Ireo Private Limited	 Watsonia Developers Private Limited	 Ornamental Realtors Private Limited	 BTVS Buildwell Private Limited
 Base Exports Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Realtors Private Limited
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited	 Commander Realtors Private Limited	



100 X 80 - 3000 P.O.A.  
 J.R.E.O Pvt Ltd, N. Delhi

प्रलेख नः 23

**SURESH KUMAR**  
 STAMP VENDOR  
 JUDICIAL COMPLEX,  
 GURGAON (HR.)

डीड का नाम GPA  
 तहसील/सब-तहसील सोहना  
 गांव/शहर Barampur

डीड संबंधी विवरण

04 MAY 2013

घन संबंधी विवरण

1149/1

स्टाम्प डिपॉजिट की राशि 300.00 रुपये

रजिस्ट्रेशन फीस की राशि 100.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Prepared By: Manoj Goyal Adv

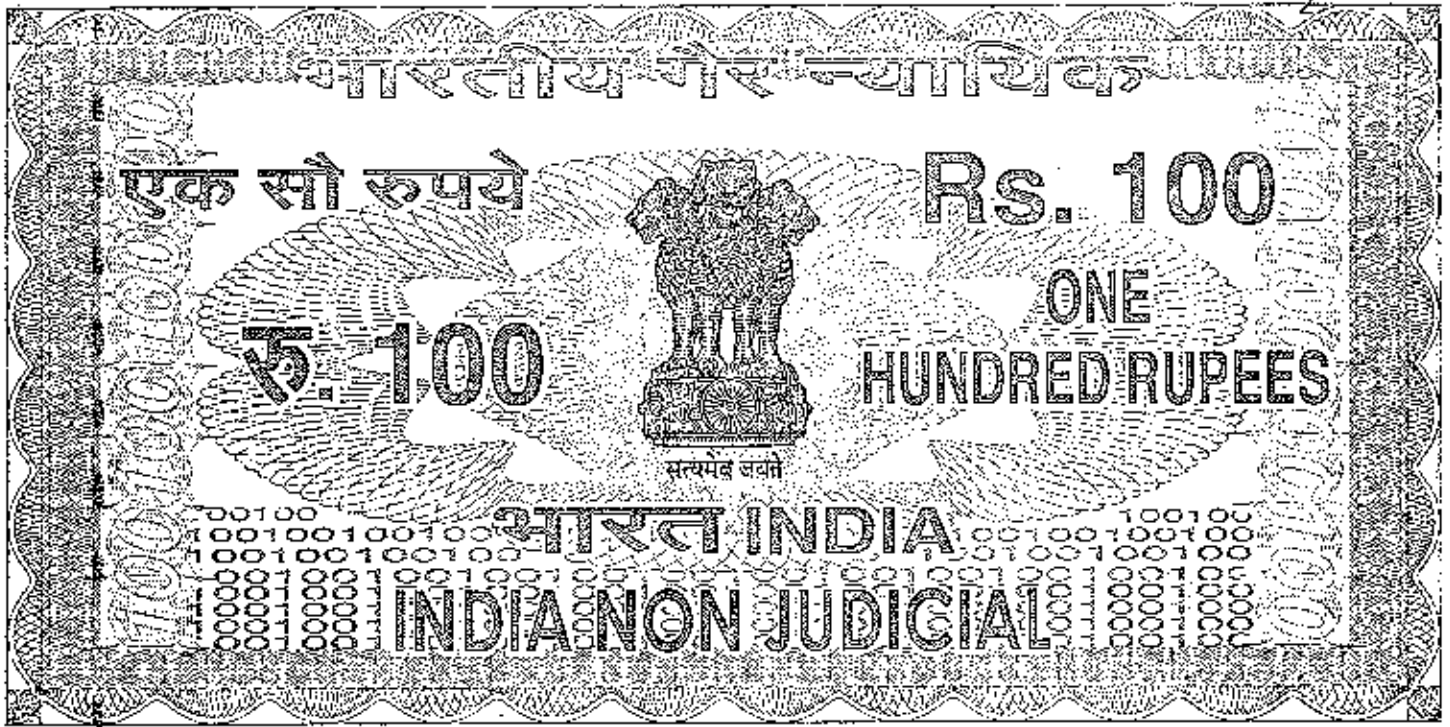
Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 07/05/2013 दिन भंगलवार समय 4:49:00PM बजे श्री/श्रीमती/कुमारी JREO Pvt Ltd  
 द्वारा/द्वारा/द्वारा श्री/श्रीमती/कुमारी निवासी FF Necti Bagh New Delhi-110049 द्वारा पंजीकरण हेतु प्रस्तुत किया  
 गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/समुक्त पंजीयन अधिकारी  
 सोहना  
**सब रजिस्ट्रार**  
**सोहना**

श्री JREO Pvt Ltd thru Sharad Agrawal(OTHER), Ornamental Realtors Pvt Ltd thru Amber Sajid(OTHER), Btvs Buildwell Pvt  
 Ltd thru (OTHER), Base Exports Pvt Ltd thru (OTHER), Adson Software Pvt Ltd thru (OTHER), Aspirant Builders Pvt Ltd thru  
 (OTHER), Bulls Realtors Pvt Ltd thru (OTHER), Fiverivers Township Pvt Ltd thru (OTHER), Fiverivers Developers Pvt Ltd  
 thru (OTHER), Commander Realtors Pvt Ltd thru (OTHER)



हरियाणा HARYANA

M 308345

Necti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-I**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND

**BTVS BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at office at C-4, First Floor, Malviya Nagar, New Delhi-110017 (hereinafter referred to as "**Land Owner-II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND


**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at registered office at 304, Third


  
Ireo Private Limited


  
Watsonia Developers Private Limited

  
Ornamental Realtors Private Limited


  
BTVS Buildwell Private Limited

  
Base Exports Private Limited


  
Adson Software Private Limited

  
Aspirant Builders Private Limited

  
Bulls Realtors Private Limited

  
Fiverivers Township Private Limited

  
Fiverivers Developers Private Limited

  
Commander Realtors Private Limited

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru-Suhas Kulkarni

प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने

सुनकर

तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी

Suhas Kulkarni पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी  
STAMP VENDOR  
GURGAON (HR.)

निवासी Alipur Sohna व श्री/श्रीमती/कुमारी Sanjay R Bhagat पुत्र/पुत्री/पत्नी

श्री/श्रीमती/कुमारी Ranesh Bhagat निवासी Mumbai

ने की।

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

दिनांक 07/05/2013

04 MAY 2013  
सब रजिस्ट्रार / सयुक्त / पंजीयन अधिकारी  
सोहना सोहना P.O.A.



हरियाणा HARYANA

M 308346












Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (hereinafter referred to as "Land Owner-III", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND

**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "Land Owner-IV", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND

**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as

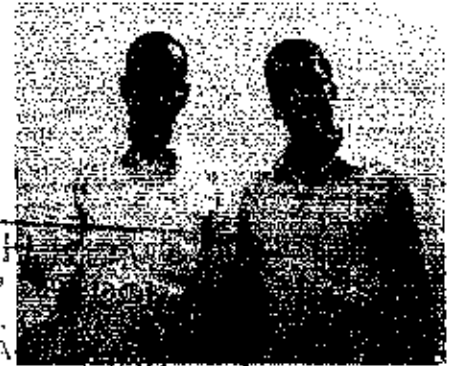
 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	



पेशकर्ता



प्राधिकृत



गवाह

04 MAY 2013

Sl. No. 1149/13

P. O. A

A handwritten signature in black ink, appearing to be 'S'.



"Land Owner-V", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND

**BULLS REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-VI**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND












**FIVERIVERS TOWNSHIP PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as "**Land Owner-VII**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013

AND

**FIVERIVERS DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as "**Land Owner-VIII**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013

AND

**COMMANDER REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-IX**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr.

 <b>Ireo Private Limited</b>	 <b>Watsons Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

पेशकर्ता

Sharad Agrawal



पेशकर्ता

Amber Sajid



पेशकर्ता

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प्राधिकृत

Thru-Suhans Kulkarni



Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.












('Land Owner-I' to 'Land Owner-IX' are hereinafter collectively referred to as the 'Land Owners')

(the 'Land Owners' and 'IREO' are hereinafter collectively referred to as the 'Executants' or 'We' or 'Us')

**WHEREAS:**

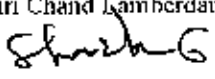

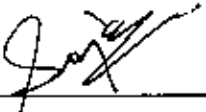

- A. We, the Land Owners are collectively the owners of lands admeasuring 158 Kanal 1 Marla (19.75625 acres) situated at Sector 59, Village: Behrampur, Tehsil: Sohna, District Gurgaon, Haryana, and more particularly described in the Schedule-A to this PoA (hereinafter referred to as the "Total Lands").
- B. We, the Land Owners and IREO have entered into a registered Collaboration Agreement dated 6<sup>th</sup> May, 2013 ("Collaboration Agreement") with Watsonia Developers Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A, Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as "WDL"), under which it has been agreed that WDL and IREO with separate and specific roles and responsibilities develop a group housing project (the "Project") as part of License No. 16 of 2008 granted by the Director of Town & Country Planning, Haryana..
- C. We, the Land Owners and IREO have agreed under the Collaboration Agreement to authorize WDL by way of PoA to enable it to undertake its obligations and entitlements under the Collaboration Agreement. WDL shall act as an attorney of the Land Owners and IREO, and this PoA shall not be construed to be vesting ownership in the Total Lands or any part thereof in favour of WDL.

**NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH** that we, the Executants above named, do hereby, in furtherance to the covenants, obligations and terms under the Collaboration Agreement, irrevocably nominate, constitute and appoint WDL acting through its directors / representatives/ employees (hereinafter referred to as the "Attorney"), to jointly and severally be the true and lawfully constituted attorney of the Executants and in their name and/ or on their behalf to do, either by itself or through their substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts,

 Ireo Private Limited	 Watsonia Developers Private Limited	 Ornamental Realtors Private Limited	 BTVS Buildwell Private Limited
 Base Exports Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Realtors Private Limited
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited	 Commander Realtors Private Limited	



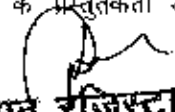
Reg. No. 23      Reg. Year 2013-2014      Book No. 4

गवाह	Shri Chand Lamberdar 	
गवाह	Sanjay R Bhagat 	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 23 आज दिनांक 07/05/2013 को वही नः 4 जिल्द नः 123 के पृष्ठ नः 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 4 जिल्द नः 19 के पृष्ठ सख्या 60 से 61 पर लिपिकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये है ।

दिनांक 07/05/2013


  
सब रजिस्ट्रार  
उप/समुक्त विभाजन अधिकारी  
साहना  
सोहना




matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion all or any of the following acts, deeds or things in respect of the Project and the saleable built up area in the Project falling to the share of WDL under the Collaboration Agreement and all subsequent amendment, modifications, alterations thereto (the "WDL's BUA"):

1. to market and brand the entire Project;
2. to issue advertisements in compliance with applicable laws and regulations such mode and manner as may be deemed fit by WDL in accordance with the Collaboration Agreement for sale of the saleable area, units and apartments in the Project, announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;
3. to select and depute the set of brokers, channel partners for sale of the WDL's BUA and enter into necessary arrangements / agreements with them;
4. to exercise full, free and uninterrupted rights for sale, lease, license or any other manner of transfer or creation of third-party rights in WDL's BUA in the Project, and execute in the name of the Executant(s) and on behalf of the Executant(s) all necessary, legal and statutory writings, notices, demands, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, deed of apartment, agreement to lease, leave & licence agreement, tenancy, no objection for mortgage, tripartite agreement with banks / financial institutions for mortgage, possession certificates, possession notice etc. and any other agreement in relation to the WDL's BUA in Project along with proportionate undivided interest in the land on which the Project is developed, in accordance with the Collaboration Agreement;
5. to negotiate and decide upon the pricing, components and stages of payments to be received from allottees / purchasers of WDL's BUA. To decide upon the loading for Saleable Area, payment plan, product mix and the extent / quantum, mode and manner of collection of various charges from the allottees / purchasers including the preferential location charges, the car parking charges, the club house membership charges, EDC, IDC, power back up charges, floor rise, transfer fee, interest on delayed payments etc. collected from the allottees/purchasers of saleable area / units / apartments in the WDL's BUA and all such other similar charges that can be retained by a developer / promoter of projects of similar nature, service tax, VAT, stamp


  
Ireo Private Limited

  
Watsonia Developers Private Limited


  
Ornamental Realtors Private Limited


  
BTVS Buildwell Private Limited

  
Base Exports Private Limited


  
Adson Software Private Limited

  
Aspirant Builders Private Limited

  
Bulls Realtors Private Limited












  
Fiverivers Township Private Limited

  
Fiverivers Developers Private Limited

  
Commander Realtors Private Limited

duty, registration charges, legal fees and all other similar charges, maintenance deposits, electricity connection charges etc, and collect the same in the name of the Attorney and in the manner it deems appropriate;

6. to receive in its own name and appropriate the full and complete proceeds from sale, lease, license or any other manner of transfer or creation of third-party rights in the saleable area and units and apartments forming part of the WDL's BUA and give receipts and hand over ownership, possession, use or occupation of the saleable area and units and apartments forming part of the WDL's BUA along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the land on which the Project is developed, in accordance with the Collaboration Agreement;
7. to present and appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the applicable law relating to the registration, to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances including sale / conveyance deeds of apartments executed, signed, sealed, and delivered to and on behalf or in favour of the Executants in relation to the WDL's BUA and to take all effective steps under the Indian Registration Act, 1908 for the purpose of registration of any document and take steps by way of appeal, reference, review or revision under the said Act including before Inspector General of Registration under the said Act as the said Attorneys may desire or deem fit;
8. to handover possession of the saleable area in the WDL's BUA to the purchasers / allottees after such apartments being ready for occupation;
9. To safeguard the apartments constructed in WDL's BUA and keep the same in lock and key for the said purposes;
10. to institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the WDL's BUA with the allottees / purchasers / customers or any other person / entity / government authority (excluding such matters and disputes between the Attorney and Us), in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

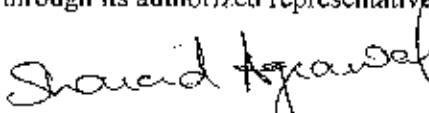
mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said Attorney shall think expedient and proper to do so;

11. to apply before the collector or any other competent authority and obtain separate documents and registrations relating to the transfer of undivided share in the land on which the Project is developed, in accordance with the Collaboration Agreement, in favour of the prospective allottees/purchasers of the apartments/units in WDL's BUA in the Project;
12. to do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration for the entire Project and all such other documents, undertakings etc as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
13. to substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
14. generally to do or cause to be done all such acts, deeds and things as may be necessary to exercise all rights vesting in WDL under the Collaboration Agreement.
15. it is hereby declared that this PoA granted by us is irrevocable.

**AND** we hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or their substitutes, under the power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon.

**IN WITNESS WHEREOF** the Executants have executed this PoA on the day, month and year set forth below its signature.

Signed and delivered for and on behalf of **IREO PRIVATE LIMITED**, duly represented through its authorized representative

  
Name: Sharad Agrawal

Designation: Senior Vice President

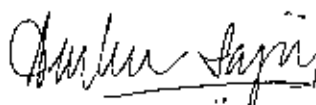
Pan number of IREO PRIVATE LIMITED: AAAC06644B

(Authorised representative of IREO PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)





Signed and delivered for and on behalf of the **ORNAMENTAL REALTORS PRIVATE LIMITED**, duly represented through its authorized representative





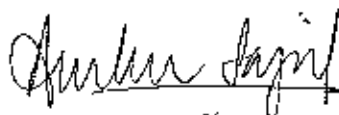
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ORNAMENTAL REALTORS PRIVATE LIMITED: AABFO3088K

(Authorised representative of ORNAMENTAL REALTORS PRIVATE, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BTVS BUILDWELL PRIVATE LIMITED**, duly represented through its authorized representative





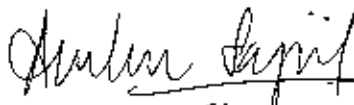
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BTVS BUILDWELL PRIVATE LIMITED: AACCB7758B

(Authorised representative of BTVS BUILDWELL PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BASE EXPORTS PRIVATE LIMITED**, duly represented through its authorized representative





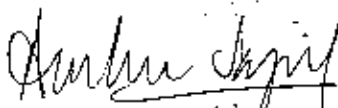
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BASE EXPORTS PRIVATE LIMITED: AACCB6875B

(Authorised representative of BASE EXPORTS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **ADSON SOFTWARE PRIVATE LIMITED**, duly represented through its authorized representative





Name: Mr. Amber Sajid

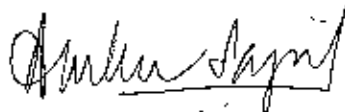
Designation: Assistant General Manager, Corporate Planning

Pan number of ADSON SOFTWARE PRIVATE LIMITED: AAFC2459P

(Authorised representative of ADSON SOFTWARE PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)



Signed and delivered for and on behalf of the **ASPIRANT BUILDERS PRIVATE LIMITED**, duly represented through its authorized representative



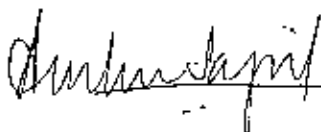

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ASPIRANT BUILDERS PRIVATE LIMITED: AAFCAS751Q

(Authorised representative of ASPIRANT BUILDERS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BULLS REALTORS PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BULLS REALTORS PRIVATE LIMITED: AACCB9696A

(Authorised representative of BULLS REALTORS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS TOWNSHIP PRIVATE LIMITED**, duly represented through its authorized representative



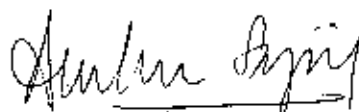

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of FIVERIVERS TOWNSHIP PRIVATE LIMITED: AABCF0684R

(Authorised representative of FIVERIVERS TOWNSHIP PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS DEVELOPERS PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

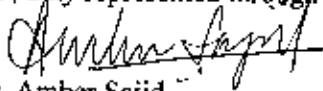
Designation: Assistant General Manager, Corporate Planning

Pan number of FIVERIVERS DEVELOPERS PRIVATE LIMITED: AABCF0343H

(Authorised representative of FIVERIVERS DEVELOPERS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)



Signed and delivered for and on behalf of **the COMMANDER REALTORS PRIVATE LIMITED**, duly represented through its authorized representative



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **COMMANDER REALTORS PRIVATE LIMITED**: AACCC6431A

(Authorised representative of **COMMANDER REALTORS PRIVATE LIMITED**, duly authorized *vide* its board resolution dated 6th May, 2013)



Accepted by

Signed and delivered for and on behalf of **WATSONIA DEVELOPERS PRIVATE LIMITED**, duly represented through its authorized representative

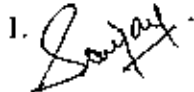


Name: Mr. Suhas Kulkarni

Pan number of **WATSONIA DEVELOPERS PRIVATE LIMITED**: AAACW9691A

(Authorised representative of **WATSONIA DEVELOPERS PRIVATE LIMITED**, duly authorized *vide* its board resolution dated 6<sup>th</sup> May, 2013)

WITNESSES

1. 

SANJAY R. BHAGAT

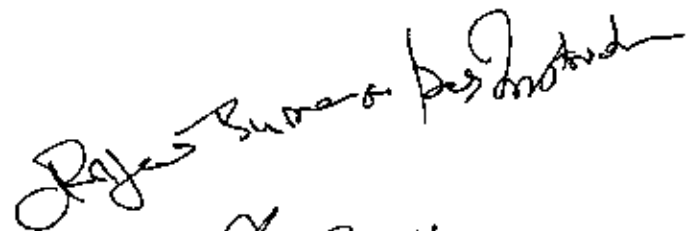
S/O RAMESH BHAGAT

R/O MUMBAI-26.



श्री छद् चक्रदार  
गाँव अलीपुर, रतनास सोहना  
जिला, गुडगाँव

2.
















7/5/13

## SCHEDULE -A

## DESCRIPTION OF TOTAL LANDS

Lands measuring 19.75625 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Khasra nos.-

Rectangle No.	Khasra / Killa No.	Area		
		Kanal	Murla	Acres
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
19	8	8	0	1
	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
19	10	8	0	1
	9/2	5	8	0.675
19	3/2	0	15	0.09375
19	19/1/1	0	16	0.1
19	18/2	3	19	0.49375
19	15/1	1	0	0.125
20	11/1/1	0	12	0.075
19	15/2/1	2	3	0.26875
20	11/1/2/1	0	16	0.1
19	14	7	12	0.95
Total		158	01	19.75625

 Ireo Private Limited	 Watsonia Developers Private Limited	 Ornamental Realtors Private Limited	 BTVS Buildwell Private Limited
 Base Exports Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Realtors Private Limited
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited	 Commander Realtors Private Limited	



22  
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रजिस्ट्री संख्या 047
रसीद पुस्तक क
कार्यालय सब-रजिस्ट्रार
दस्तावेज पेश करने वाले का नाम 215 कदम
दस्तावेज की तकलीफ करने वाले का नाम और तकमील की तारीख
दस्तावेज पेश होने की तारीख
दस्तावेज की किस्म और मुआवजे की रकम
स्टाम्प मूल्य
प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल शुल्क की रकम का जोड़ और विवरण
शब्दों की संख्या रकम 102

रजिस्ट्री अधिकारी के हस्ताक्षर

22  
247



हरियाणा HARYANA

POWER OF ATTORNEY

M 308347

This Deed of Power of Attorney ("PoA") is executed on this 6<sup>th</sup> day of May, 2013 at Gurgaon, Haryana by:

**Ireo Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "Ireo", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal duly authorized *vide* its board resolution dated 6th May, 2013.

AND

**Ornamental Realtors Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "Land Owner-I", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated

  
Ireo Private Limited

  
Watsonia Developers Private Limited


  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited


  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited

  
Bulls Realtors Private Limited

  
Fiverivers Township Private Limited

  
Fiverivers Developers Private Limited

  
Commander Realtors Private Limited

100 X 3 = 3000 R.O.A.

J.R.E.O. Pvt Ltd New Delhi

प्रलेख नः 22

दिनांक 07/05/2013

डीड का नाम	GPA	डीड संबंधी विवरण	SURESH KUMAR STAMP VENDOR JUDICIAL COMPLEX, GURGAON (HR.)
तहसील/सब-तहसील	सोहना	धन संबंधी विवरण	04 MAY 2013
गांव/शहर	Barampur		
रजिस्ट्रेशन फीस की राशि	100.00 रुपये		स्टाम्प ड्यूटी की राशि 300.00 रुपये पेस्टिंग शुल्क 2.00 रुपये

drafted By: Manoj Goyal Adv

Service Charge: 150.00 रुपये

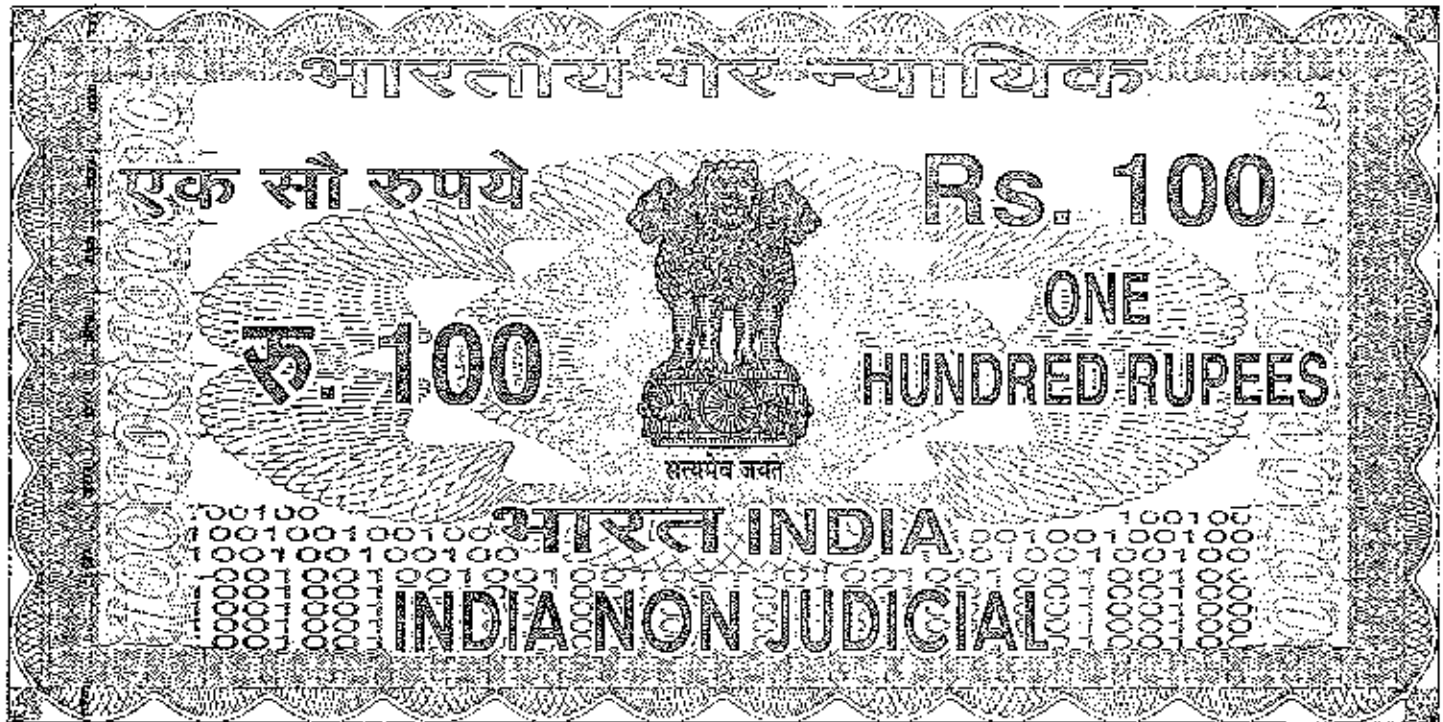
यह प्रलेख आज दिनांक 07/05/2013 दिन मंगलवार समय 4:44:00PM बजे श्री/श्रीमती/कुमारी IREO Pvt Ltd  
श्री/श्रीमती/कुमारी निवासी FF Neeti Bagh New Delhi-110049 द्वारा पंजीकरण हेतु प्रस्तुत किया  
गया।

हस्ताक्षर प्रस्तुतकर्ता

Sharan Aggarwal

उप निरीक्षक/अधीक्षक अधिकारी  
सोहना

श्री IREO Pvt Ltd thru Sharan Aggarwal(OTHER), Ornamantal Realtors Pvt Ltd thru Amber Sajid(OTHER), BTVS Buildwell  
Pvt Ltd thru Amber Sajid(OTHER), Base Exports Pvt Ltd thru (OTHER), ADSON Software Pvt Ltd thru (OTHER), Aspirant  
Builders pvt Ltd thru (OTHER), BULLS Realtors pvt Ltd thru (OTHER), FIVERIVERS Township Pvt Ltd thru (OTHER),  
FiveRivers Developers Pvt Ltd thru (OTHER), M's Commander Realtors pvt Ltd thru (OTHER)



**हरियाणा HARYANA**

**M 308348**

6th May, 2013.

**AND**

**BTVS BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at office at C-4, First Floor, Malviya Nagar, New Delhi-110017 (hereinafter referred to as "**Land Owner-IP**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.


**AND**

**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi--110015 (hereinafter referred to as "**Land Owner-III**", which expression shall, unless repugnant to the context or meaning thereof, be

  
**Ireo Private Limited**

  
**Watsonia Developers Private Limited**

  
**Ornamental Realtors Private Limited**

  
**BTVS Buildwell Private Limited**

  
**Base Exports Private Limited**

  
**Adson Software Private Limited**

  
**Aspirant Builders Private Limited**

  
**Bulls Realtors Private Limited**

  
**Fiverivers Township Private Limited**

  
**Fiverivers Developers Private Limited**

  
**Commander Realtors Private Limited**

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Toru-Sahas Kulkarni प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने  
समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Shri Chand Lamberdar पुत्र/पुत्री/पत्नी श्री

निवासी Alipur Sohna व श्री/श्रीमती/कुमारी Sanjay R Bhagal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kishori Kulkarni निवासी Mumbai  
ने की। साक्षी नः 1 को हम नम्बरदार/अधिकृत के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 07/05/2013

Stamp Vendor  
STAMP VENDOR  
REGD. OFFICE  
GURGAON (HR.)  
सोहन 145/2  
R.O.A  
2



हरियाणा HARYANA

M 308349

deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND

**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as "Land Owner-IV", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

AND

**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura

  
Ireo Private Limited

  
Watsonia Developers Private Limited


  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited


  
Adson Software Private Limited

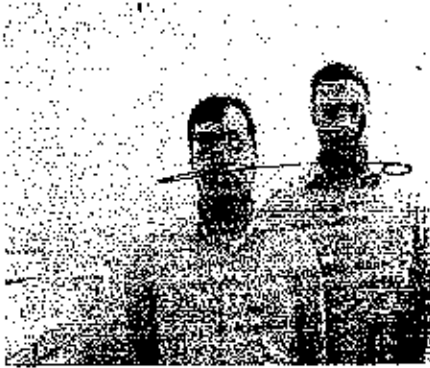
  
Aspirant Builders Private Limited

  
Bulls Realtors Private Limited

  
Fiverivers Township Private Limited

  
Fiverivers Developers Private Limited

  
Commander Realtors Private Limited



पेशकर्ता



प्राधिकृत

SH KUMAR  
 P. VENDOR  
 CENTRAL COMPLAINT  
 GURGAON (HR.) गवाह

04 MAY 2013

No. 1145/3  
 P.O.A.

*[Signature]*



Commercial Complex, New Delhi – 110015 (hereinafter referred to as “**Land Owner-V**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

**AND**

**BULLS REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as “**Land Owner-VI**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.

**AND**












**FIVERIVERS TOWNSHIP PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015 (hereinafter referred to as “**Land Owner-VII**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013

**AND**

**FIVERIVERS DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015 (hereinafter referred to as “**Land Owner-VIII**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013

**AND**

**COMMANDER REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	



पेशकर्ता

Sharad Aggarwal



पेशकर्ता

Amber Sajid



पेशकर्ता

Amber Sajid

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प्राधिकृत

Thru-Subas Kulkarni



110049 (hereinafter referred to as "Land Owner-IX", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 6th May, 2013.












('Land Owner-I' to 'Land Owner-IX' are hereinafter collectively referred to as the 'Land Owners')

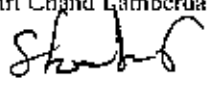

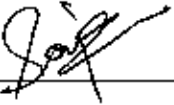

(the 'Land Owners' and 'IREO' are hereinafter collectively referred to as the 'Executants' or 'We' or 'Us').

**WHEREAS:**

- A. We, the Land Owners are collectively the owners of lands admeasuring 158 Kanal 1 Marla (19.75625 acres) situated at Sector 59, Village: Behrampur, Tehsil: Sohna, District Gurgaon, Haryana, and more particularly described in the Schedule-A to this PoA (hereinafter referred to as the "Total Lands").
- B. We, the Land Owners and IREO have entered into a registered Collaboration Agreement dated 6<sup>th</sup> May, 2013 ("Collaboration Agreement") with Watsonia Developers Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A, Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as "WDL"), under which it has been agreed that WDL and IREO with separate and specific roles and responsibilities develop a group housing project (the "Project") on a part of the Total Lands, as part of License No. 16 of 2008 granted by the Director of Town & Country Planning, Haryana.
- C. We, the Land Owners and IREO have agreed under the Collaboration Agreement to authorize WDL by way of PoA to enable it to undertake its obligations and entitlements under the Collaboration Agreement. WDL shall act as an attorney of the Land Owners and IREO, and this PoA shall not be construed to be vesting ownership in the Total Lands or any part thereof in favour of WDL.

**NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH** that we, the Executants above named, in furtherance to the covenants, obligations and terms

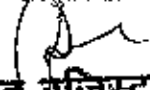
 Ireo Private Limited	 Watsonia Developers Private Limited	 Ornamental Realtors Private Limited	 BTVS Buildwell Private Limited
 Base Exports Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Bulls Realtors Private Limited
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited	 Commander Realtors Private Limited	

गवाह	Shri Chand Lamberdar 	
गवाह	Sanjay R Bhagat 	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 22 आज दिनांक 07/05/2013 को वही नः 4 जिल्द नः 123 के पृष्ठ नः 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही संख्या 4 जिल्द नः 19 के पृष्ठ संख्या 58 से 59 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।












दिनांक 07/05/2013

  
**सब रजिस्ट्रार**  
 उप / संयुक्त पंचायत अधिकारी  
**सोहना**  
 सोहना














under the Collaboration Agreement, do hereby, irrevocably nominate, constitute and appoint WDL acting through its directors / representatives/ employees (hereinafter referred to as the 'Attorney'), to jointly and severally be the true and lawfully constituted attorney of the Executants and in their name and/ or on their behalf to do, either by itself or through their substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion all or any of the following acts, deeds or things in respect of the Project and the saleable built up area in the Project:

1. to carry out the development of the Project as per the terms of the Collaboration Agreement and to do various acts, deeds, matters and things in respect of the Subject Lands or the Project including dealing with HUDA, Haryana State Electricity Board, Town and Country Planning, Local Bodies, Municipal Corporation, Central/State Government offices and/or public or private utilities;
2. to apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, approval from Ministry of Environment and Forest, , PWD, Town and Country Planning Department, IGBC, Airports Authority of India, Chief Fire Officer, Pollution Control Board, intimation of approval, commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, well/ tube well related approvals, tree cutting, electricity supply, DG set, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations, EWS allotment and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done in respect of the Project for becoming eligible for grant of such approvals, permissions, consents, sanctions etc as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds, no objection certificates and documents, submit and file land documents etc., as may be required for the aforesaid purpose, and take all incidental steps in respect of the same and deposit all charges / statutory fee etc, at to hire, appoint and authorize consultants / liaison agents etc. in this regard;
3. to manage the Subject Lands and the facilities constructed upon it and to deposit all types












 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamenta Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

of fees, charges, securities deposits, demand, dues and taxes with regard to the Subject Lands with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Subject Lands and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;












- 4. to raise advance, loan from any third party including any co-developer or any assignee of WDL, bank or a financial institution, inter-alia for the purposes of development of the Project, and to mortgage the Subject Lands and all accession / construction (present or future on the same) and all receivable / revenue (present and future) in respect thereof of the Executant(s) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of the Executant(s) with any such bank or financial institution or any person and to do all such acts, deeds and things as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever including to make necessary filings with the registrar of companies;
- 5. to brand the entire Project in the name and manner and under the brand and logo as the Attorney may deem fit, including under the brand and logo of WDL or its Affiliates or group companies . To install hoardings, sign boards, neon signs etc of the Developer, and / or its group companies, and / or its holding companies, and/or its assignees on the Subject Lands in compliance with applicable laws and regulations indicating development thereof, to invite prospective purchasers, lessors, licenses, tenants to buy, lease, license units in the buildings and premises to be constructed on the Total Lands;
- 6. to carry out the Project on the Subject Lands through or with due sanction of the appropriate Governmental Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications and the Collaboration Agreement;
- 7. to pay all Deposits/Securities, EDC/IDC etc. to the HUDA, DTCP and to all other concerned authorities, etc. for the development of the Project, if need be under the Collaboration Agreement and to receive back the refundable amounts out of the said amounts from the said authorities;

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

8. to carry on correspondence and deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project;
9. to appear before any person, officer and authority, in relation to exercising the rights of development vested in WDL under the Collaboration Agreement or in relation to the development of the Project on the Subject Lands, and for any other matter connected with and/or touching the development of the Project or the Subject Lands;
10. to make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Areas Act 1975, and other applicable laws, executive decisions etc. and to take all possible steps for the purpose of securing such permission / license or renewals thereof for the purpose of development of the Project;
11. to make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Lands by utilizing the entire FSI / FAR available in respect of the Subject Lands as are permissible under the development rules from time to time and as has been agreed under the Collaboration Agreement;
12. to promote and register the association of apartment owners, resident welfare association, condominium or Cooperative Society, Limited Company or Organization of such prospective purchasers, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all other concerned authorities;
13. to make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;












 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

14. to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
15. to sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities, local bodies, DTCP or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
16. to construct, deliver and handover possession of the EWS units, schools, roads and other License obligations in the Project in accordance with applicable law. To do all such acts, deeds and writings necessary in this regard including interaction with any government authority, filing applications / forms and signing all necessary documents for allotment and transfer to the allottees and hand over of possession;
17. to apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
18. to assign / transfer the rights vested in WDL under the Collaboration Agreement in favour of any third party at its sole discretion and sign and execute all documents in this regard on behalf of the Executant as may be required to be executed for such assignment / transfer / grant of the rights vested in WDL under the Collaboration Agreement in favour of the said third party / assign / transferee;
19. to protect the Subject Lands in such manner as the Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards,

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

approaching the police, home department and all authorities for maintaining law and order. To safeguard the apartments constructed over the entire Project and keep the same in lock and key for the said purposes;












20. to maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees / purchasers of the apartments;
21. to effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the Attorney be necessary or required to be entered into, made sign and seal, execute, deliver and perform for effectuating all or any of the purposes aforesaid and for all or any of the purpose of these presents;
22. to institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between WDL and Us), the development of the Project on the Subject Lands, including matters with customers of the entire Project and contractors / suppliers / consultants / architects / engineers / surveyors etc. and to appear and act in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said Attorney shall think expedient and proper to do so, provided, however, the Attorney shall not cause any financial obligations on us;
23. To sign and file undertaking, as may be necessary, to the municipal corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intent of this Power of Attorney;

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	



24. To sign and execute in furtherance to the Collaboration Agreement and any amendments, modifications, supplemental understanding / arrangements thereto, and on behalf of the Executants all such documents, deeds and writings including Built-Up Area Sharing Agreement and any amendment and modification thereof as may be required to demarcate the saleable area entitlements of IREO and WDL in the Project from time to time, and to present the said Built-Up Area Sharing Agreement and other related documents for registration and admit execution thereof.
25. to do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents, undertakings etc as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
26. to substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
27. generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the Project on the Subject Lands and to exercise all rights vesting in WDL under the Collaboration Agreement;
28. it is declared that this PoA is irrevocable.

**AND,** We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or its substitutes, under the power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, within the four corners of this general power of attorney, under and by virtue of this these presents.

 <b>Ireo Private Limited</b>	 <b>Watsonia Developers Private Limited</b>	 <b>Ornamenta Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

**IN WITNESS WHEREOF** the Executants have executed this PoA on the day, month and year set forth below its signature.

Signed and delivered for and on behalf of **IREO PRIVATE LIMITED**, duly represented through its authorized representative

*Sharad Agrawal*



Name: Sharad Agrawal

Designation: Senior Vice President

Pan number of IREO PRIVATE LIMITED: AAACO6644B

(Authorised representative of IREO PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **ORNAMENTAL REALTORS PRIVATE LIMITED**, duly represented through its authorized representative

*Amber Sajid*



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ORNAMENTAL REALTORS PRIVATE LIMITED: AABFO3088K

(Authorised representative of ORNAMENTAL REALTORS PRIVATE, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BTVS BUILDWELL PRIVATE LIMITED**, duly represented through its authorized representative

*Amber Sajid*



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BTVS BUILDWELL PRIVATE LIMITED: AACCB7758B

(Authorised representative of BTVS BUILDWELL PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **EASB EXPORTS PRIVATE LIMITED**, duly represented through its authorized representative

*Amber Sajid*

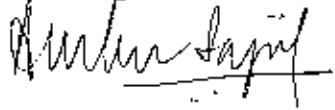


Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BASE EXPORTS PRIVATE LIMITED: AACCB6875B  
 (Authorised representative of BASE EXPORTS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **ADSON SOFTWARE PRIVATE LIMITED**, duly represented through its authorized representative





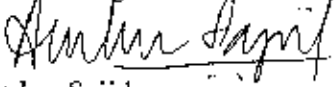
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ADSON SOFTWARE PRIVATE LIMITED: AAFCA2459P

(Authorised representative of ADSON SOFTWARE PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **ASPIRANT BUILDERS PRIVATE LIMITED**, duly represented through its authorized representative





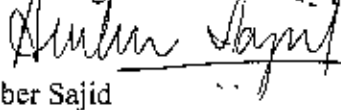
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ASPIRANT BUILDERS PRIVATE LIMITED: AAFCA5751Q

(Authorised representative of ASPIRANT BUILDERS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **BULLS REALTORS PRIVATE LIMITED**, duly represented through its authorized representative





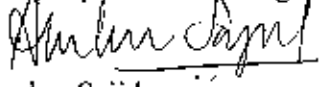
Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BULLS REALTORS PRIVATE LIMITED: AACCB9696A

(Authorised representative of BULLS REALTORS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS TOWNSHIP PRIVATE LIMITED**, duly represented through its authorized representative





Name: Mr. Amber Sajid

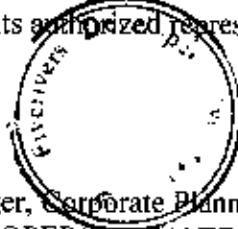
Designation: Assistant General Manager, Corporate Planning

Pan number of FIVERIVERS TOWNSHIP PRIVATE LIMITED: AABCF0684R

(Authorised representative of FIVERIVERS TOWNSHIP PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS DEVELOPERS PRIVATE LIMITED**, duly represented through its authorized representative

*Amber Sajid*



Name: Mr. Amber Sajid

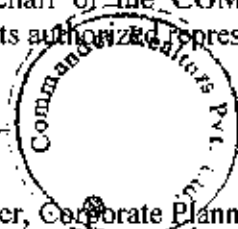
Designation: Assistant General Manager, Corporate Planning

Pan number of FIVERIVERS DEVELOPERS PRIVATE LIMITED: AABCF0343H

(Authorised representative of FIVERIVERS DEVELOPERS PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Signed and delivered for and on behalf of the **COMMANDER REALTORS PRIVATE LIMITED**, duly represented through its authorized representative

*Amber Sajid*



Name: Mr. Amber Sajid

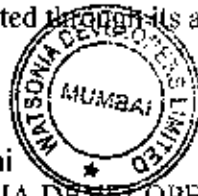
Designation: Assistant General Manager, Corporate Planning

Pan number of COMMANDER REALTORS PRIVATE LIMITED: AACCC6431A

(Authorised representative of COMMANDER REALTORS PRIVATE LIMITED, duly authorized vide its board resolution dated 6th May, 2013)

Accepted by

Signed and delivered for and on behalf of **WATSONIA DEVELOPERS PRIVATE LIMITED**, duly represented through its authorized representative



*Suhas Kulkarni*



Name: Mr. Suhas Kulkarni

Pan number of WATSONIA DEVELOPERS PRIVATE LIMITED: AAAGW8691A

(Authorised representative of WATSONIA DEVELOPERS PRIVATE LIMITED, duly authorized vide its board resolution dated 6<sup>th</sup> May, 2013)

**WITNESSES**

1. *Sanjay*

{ SANJAY. R. BHAGAT

S/O RAMESH BHAGAT

R/O MUMBAI-86 }

2. *Shubh*

श्री चक्र नन्दनदास  
गाँव अस्तम्युव, तेलंगी सोहना  
जिला, गुडगाँव

*Rajesh Kumar*  
*Rajesh Kumar*

7/5/13

## SCHEDULE-A

## DESCRIPTION OF TOTAL LANDS

Lands measuring 19.75625 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Khasra nos.-

Rectangle No.	Khasra / Killa No.	Area		
		Kanal	Marla	Acres
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
19	8	8	0	1
	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
19	10	8	0	1
	9/2	5	8	0.675

Ireo Private Limited

Watsonia Developers Private Limited

Ornamental Realtors Private Limited

BTVS Buildwell Private Limited

Base Exports Private Limited

Adson Software Private Limited

Aspirant Builders Private Limited

Bulls Realtors Private Limited


Fiverivers Township Private Limited

Fiverivers Developers Private Limited

Commander Realtors Private Limited

19	3/2	0	15	0.09375
19	19/1/1	0	16	0.1
19	18/2	3	19	0.49375
19	15/1	1	0	0.125
20	11/1/1	0	12	0.075
19	15/2/1	2	3	0.26875
20	11/1/2/1	0	16	0.1
19	14	7	12	0.95
<b>Total</b>		<b>158</b>	<b>01</b>	<b>19.75625</b>

  
Ireo Private Limited

  
Watsonia Developers Private Limited

  
Ornamental Realtors Private Limited

  
BTVS Baldwin Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited

  
Bulls Realtors Private Limited

  
Fiverivers Township Private Limited

  
Fiverivers Developers Private Limited

  
Commander Realtors Private Limited

24/4  
5-5-13



हरियाणा HARYANA

POWER OF ATTORNEY

24

M 308341











This Deed of Power of Attorney ("PoA") is executed on this 8<sup>th</sup> day of May, 2013 at Gurgaon, Haryana by:

**Ireo Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as "**Ireo**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013.

AND

**Ornamental Realtors Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-I**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013.

AND

 Ireo Private Limited	 Ornamental Realtors Private Limited	 BTVS Buildwell Private Limited	 Bulls Realtors Private Limited
 Base Exports Private Limited	 Adson Software Private Limited	 Aspirant Builders Private Limited	 Commander Realtors Private Limited
 Fiverivers Township Private Limited	 Fiverivers Developers Private Limited		

100X3=3002 P.O.A

I. R.E.O Pvt Ltd N. Delhi

प्रलेख नः 24

दिनांक 09/05/2013

**SURESH KUMAR**

STAMP VENDOR  
JUDICIAL COMPLEX,  
CURGAON (HR.)

04 MAY 2013

धन संबंधी विवरण No. 1143/1

स्टाम्प शुल्क ₹ 300.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

डॉड का नाम GPA  
तहसील/सब-तहसील सोहरा  
गांव/शहर Barampur

डॉड संबंधी विवरण

धन संबंधी विवरण

अतिरिक्त भोस की राशि 100.00 रुपये

Office By: Manoj Goyal Adv

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 09/05/2013 यिन गुरुवार समय 12:06:00PM बजे श्री/श्रीमती/कुमारी IREO Pvt Ltd  
निवासी A 11 FF Neeli Bagh ND 110049 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



प्रस्तुतकर्ता

एम/संयुक्त पंजीयन अधिकारी  
सोहरा निवेश सिक  
संयुक्त सब-रजिस्ट्रार

of IREO Pvt Ltd thru Sharad Agrawal(OTHER), Ornamental Realtors Pvt Ltd thru Amber Sajid(OTHER), BTVS Buildwell Pvt Ltd thru Amber Sajid(OTHER), Base Exports Pvt Ltd thru Amber Sajid(OTHER), Adson Software Pvt Ltd thru Amber Sajid(OTHER), Aspirant Builders Pvt Ltd thru Amber Sajid(OTHER), Bulls Realtors Pvt Ltd thru Amber Sajid(OTHER), Fiveivers Township Pvt Ltd thru Amber Sajid(OTHER), Fiveivers Developps Pvt Ltd thru Amber Sajid(OTHER), Commander Realtors Pvt Ltd thru Amber Sajid(OTHER)







## हरियाणा HARYANA

M 308342

**BTVS BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at office at C-4, First Floor, Malviya Nagar, New Delhi-110017 (hereinafter referred to as "**Land Owner-II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013.

AND

**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (hereinafter referred to as "**Land Owner-III**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013.

AND

**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-IV**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its

Ireo Private Limited

Ornamental Realtors Private Limited

BTVS Buildwell Private Limited

Base Exports Private Limited

Adson Software Private Limited

Aspirant Builders Private Limited

Bulls Realtors Private Limited

Fiverivers Township Private Limited

Fiverivers Developers Private Limited

Commander Realtors Private Limited

उपरोक्त पेशकों व श्री/श्रीमती/कुमारी Lokesh Kumar Gupta प्रेषकत झबिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने

समझकर स्वीकार किया। दोनों पक्षों को पहचान श्री/श्रीमती/कुमारी Sitakant Jandiyani पुत्र/पुत्री/पत्नी श्री

निवासी Aajpur व श्री/श्रीमती/कुमारी Selas Kulkarni पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ghatshyam Khatke शिवाजी

Heritage Dadabhai Road Andheri W Mumbai 58 ने की।

पक्षों नः 1 को हम नंबरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 को पहचान करते हैं।(R.)

दिनांक 09/05/2013

**SURESH KUMAR**  
**SURESH KUMAR**  
**JUDICIAL COMPLEX,**  
**GURGAON (H.R.)**

09 MAY 2013

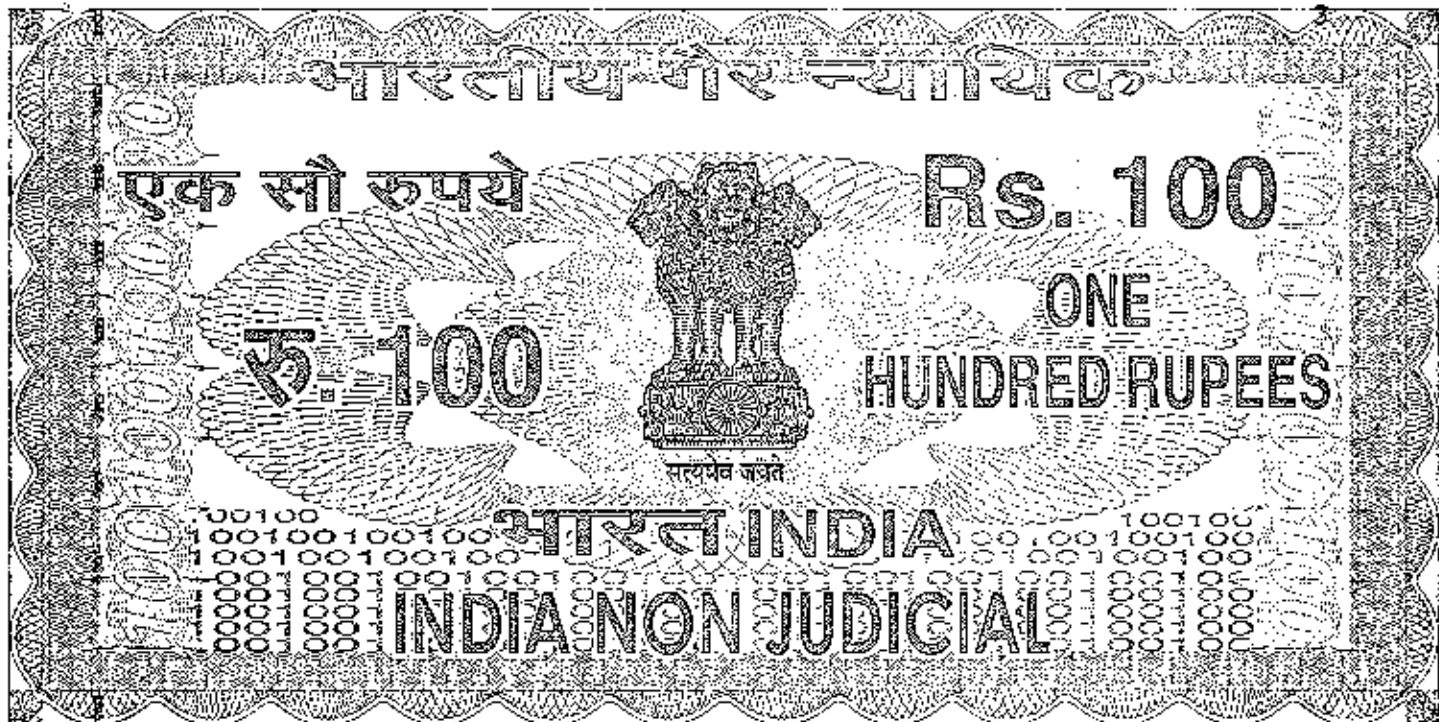
उप / सहायक / जूनियर अधिकारी

No. 1143/2

सोहनगढ़

P.O.A





हरियाणा HARYANA

M 308343

successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013.

AND

**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015 (hereinafter referred to as “**Land Owner-V**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013.

AND

**BULLS REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as “**Land Owner-VI**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013.

Ireo Private Limited

Ornamental Realtors Private Limited

BTVS Buildwell Private Limited

Base Exports Private Limited

Adson Software Private Limited

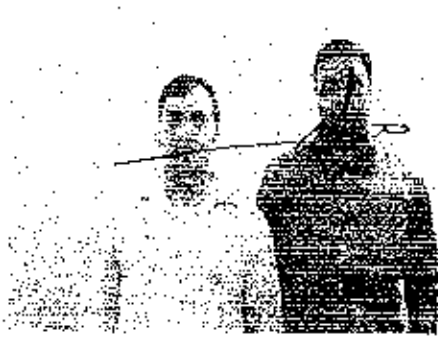
Aspirant Builders Private Limited

Bulls Realtors Private Limited

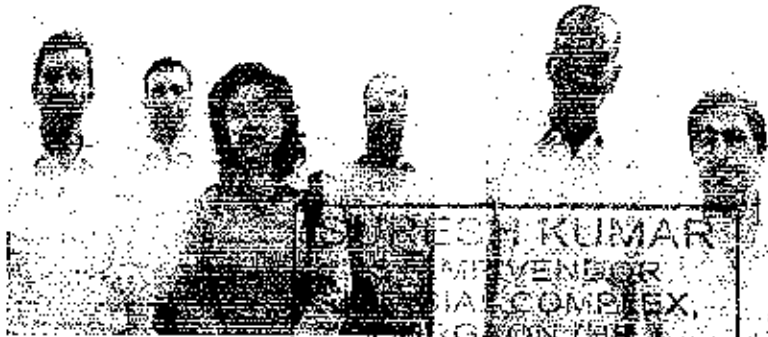
Fiverivers Township Private Limited

Fiverivers Developers Private Limited

Commander Realtors Private Limited



पेशकर्ता



प्राधिकृत

SURESH KUMAR  
 MIT VENDOR  
 SPECIAL COMPLEX,  
 GURGAON (HARYANA)

गवाह

04 MAY 2013

Sl. No. 114313  
 P.O.A.



प्राधिकृत

AND

**FIVERIVERS TOWNSHIP PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015 (hereinafter referred to as “**Land Owner-VII**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013

AND

**FIVERIVERS DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, 3<sup>rd</sup> floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015 (hereinafter referred to as “**Land Owner-VIII**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013

AND

**COMMANDER REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as “**Land Owner-IX**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 7<sup>th</sup> May, 2013.

(‘**Land Owner-I**’ to ‘**Land Owner-IX**’ are hereinafter collectively referred to as the ‘**Land Owners**’)

(the ‘**Land Owners**’ and ‘**IREO**’ are hereinafter collectively referred to as the ‘**Executants**’ or ‘**We**’ or ‘**Us**’)

**WHEREAS:**

- A. We, the Land Owners are collectively the owners of lands admeasuring 158 Kanal 1 Marla (19.75625 acres) situated at Sector 59, Village: Behrampur, Tehsil: Sohna, District Gurgaon, Haryana, and more particularly described in the Schedule-A to this PoA (hereinafter referred to as the “**Total Lands**”).

Ireo Private Limited

Ornamental Realtors Private Limited

BTVS Buildwell Private Limited

Base Exports Private Limited

Adson Software Private Limited

Aspirant Builders Private Limited

Bulls Realtors Private Limited

Fiverivers Township Private Limited

Fiverivers Developers Private Limited

Commander Realtors Private Limited

पेशकर्ता

Sharad Agrawal



पेशकर्ता

Amber Sajid

पेशकर्ता

Amber Sajid



पेशकर्ता

Amber Sajid

पेशकर्ता

Amber Sajid



पेशकर्ता

Amber Sajid

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Amber Sajid

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Amber Sajid

पेशकर्ता

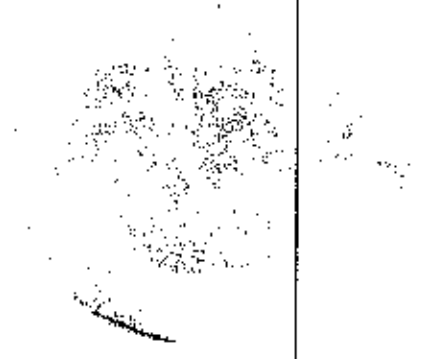
Amber Sajid

पेशकर्ता

Amber Sajid

पेशकर्ता











Lokesh Kumar Gupta



- B. We, the Land Owners and IREO have entered into a registered Collaboration Agreement dated 6<sup>th</sup> May, 2013 ("Collaboration Agreement") with Watsonia Developers Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A Bhikaji Cama Place, new Delhi-110066 (hereinafter referred to as "WDL"), under which it has been agreed that WDL and IREO with separate and specific roles and responsibilities develop a group housing project (the "Project") on a part of the Total Lands as part of License No. 16 of 2008 granted by the Director of Town & Country Planning, Haryana.
- C. The individuals authorized herein shall act as an attorney of the Land Owners and IREO, and this PoA shall not be construed to be vesting ownership in the Total Lands or any part thereof in their favour.

**NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH** that we, the Executants above named, do hereby, irrevocably nominate, constitute and appoint (i) Mr. Lokesh Kumar Gupta, S/o. Mr. Prem Chandra Gupta, R/o C-126, Vivek Vihar, Delhi-110095, (ii) Mr. Ajay Singh S/o Late. Virender Singh Dabas, R/o 103, W-1A, Wellington Estate, DLF Phase-V, Gurgaon-122002, (iii) Ms. Neelam Jagwani W/o Mr. Hemant Jagwani R/o A- 102, Jagran Apartments, Plot No. 17, Sector- 22, Dwarka, New Delhi- 110 077 (iv) Mr. Gaurav Kumar, S/o Mr. Risal Singh, H. No. 1364, Shastri Nagar Bypass, Bulandshahr, U.P., (v) Mr. Sanjay R. Bhagat, S/o Mr. Ramesh T Bhagat, R/o 3H, 144, Kalpatru Aura, LBS Marg, Ghatkopar, Mumbai, (vi) Mr. Aniket Kumar, S/o. Mr. Ram Laxhan Singh, R/o G-242, Phase-6, Aya Nagar, New Delhi - 110047, (vii) Mr. Manpreet Singh Saluja, S/o Dr. S. S. Saluja, R/o Flat No. 302, 4/471, Vaishali, Gaziabad-201010 and (viii) Mr. Anant Sharma, S/o Mr. Rajender Sharma R/o 35, Chandu Park, Krishna Nagar, Delhi-110051 (hereinafter referred to as the "Attorney"), to jointly and severally be the true and lawfully constituted attorney of the Executants and in their name and/ or on their behalf to do, either by themselves or through their substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion in respect of the branding, marketing, sale and allotment of the saleable area entitlement of IREO in the Project under the Collaboration Agreement and all subsequent understandings / amendments thereto ("IREO's BUA"), including the following;

1. to sell the IREO'S BUA;
2. to issue advertisements in compliance with applicable regulations and laws, in

 <b>Ireo Private Limited</b>	 <b>Ornamenta Realtors Private Limited</b>	 <b>BTVS Buildwell Private Limited</b>	
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fivcrivers Township Private Limited</b>	 <b>Fivcrivers Developers Private Limited</b>	 <b>Commander Realtors Private Limited</b>	

Reg. No.

Reg. Year

Book No.

24

2013-2014

4

प्रभिकर

Ajay Singh



प्रभिकर

Neelam Jagwani

Neelam Jagwani



प्रभिकर

Gaurav Kumar

Gaurav Kumar



प्रभिकर

Sanjay R Bhagat

Sanjay R Bhagat



प्रभिकर

Aniket Kumar

Aniket Kumar



प्रभिकर

Manpreet Singh Saluja

Manpreet Singh Saluja



प्रभिकर

Anant Sharma

Anant Sharma



गवह

Shrichand Lumberdar

Shrichand Lumberdar



गवह

Suhas Kulkarni

Suhas Kulkarni





such mode and manner as may be deemed fit by the Attorney in accordance with the Collaboration Agreement for sale of the saleable area, units and apartments in the Project, announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;

3. to select and depute the set of brokers, channel partners for sale of the IREO's BUA and enter into necessary arrangements / agreements with them;
4. to sell or any other manner of transfer or creation of third-party rights in the IREO' BUA in the Project, and execute in the name of the Executant(s) and on behalf of the Executant(s) all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, deed of apartment, no objection certificates to mortgage, permission to transfer, default notices, tripartite agreement with the banks / financial institutions for funding / mortgage, possession notice, possession letter tenancy or any other agreement in relation to the IREO' BUA in Project along with proportionate undivided interest in the land on which the Project is developed, , in accordance with the Collaboration Agreement, in such form and manner as deemed fit and appropriate by the Attorney. To present all such documents including the sale / conveyance deed for apartments and undivided share in the land underneath for registration before the jurisdiction sub-registrar, to admit execution and to all such acts, deeds and things as may be required for registration of the said documents;
5. to negotiate and decide upon the pricing, components and stages of payments to be received from allottees / purchasers of IREO's BUA and collect / receive all such payments. To decide upon the payment plan, product mix and the extent / quantum, mode and manner of collection of various charges from the allottees / purchasers including the preferential location charges, the car parking charges, the club house membership charges, IFMS, IBMS, ECC, EDC, IDC, power back up charges, floor rise, transfer fee, interest on delayed payments, forfeiture charges, etc. collected from the allottees/purchasers of saleable area / units / apartments in the IREO's BUA and all such other similar charges that can be retained by a developer / promoter of projects of similar nature, service tax, VAT, stamp duty, registration charges, legal fees and all other similar charges, maintenance deposits, electricity connection charges etc, and collect the same in the manner provided in the Collaboration Agreement.
6. to handover possession of the saleable area in the IREO's BUA to the purchasers / allottees after grant of the occupation certificate;

**Ireo Private Limited**

**Ornamental Realtors Private Limited**

**BTVS Buildwell Private Limited**

**Base Exports Private Limited**

**Adson Software Private Limited**

**Aspirant Builders Private Limited**

**Bulls Realtors Private Limited**

**Fiverivers Township Private Limited**

**Fiverivers Developers Private Limited**

**Commander Realtors Private Limited**

Reg. No.	Reg. Year	Book No.
24	2013-2014	4

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 24 आज दिनांक 09/05/2013 को बही न: 4 जिल्द न: 123 के पृष्ठ न: 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 19 के पृष्ठ सख्या 62 से 64 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और पत्राह्वे ने अपने हस्ताक्षर/निशान अंगुठा गेरे सामने किये है ।

दिनांक 09/05/2013











उप/संयुक्त पंजीयन अधिकारी

सोहना **जिवेन्द्र सिंह**

**संयुक्त सब-रजिस्ट्रार**

**सोहना**

- 7. to apply before the collector or any other competent authority and obtain separate documents and registrations relating to the transfer of undivided share in the land on which the Project is developed, , in accordance with the Collaboration Agreement, in favour of the prospective allottees/purchasers of the apartments/units in IREO' BUA in the Project;
- 8. to liaze and correspond with all purchasers / allottees during the entire sale process of IREO's BUA, to respond to queries / concerns, if any, that the purchasers / allottees may have from time to time in the name of and on behalf of the Executant(s). To take all necessary steps and actions as may be deemed appropriate in case of any default by the purchasers / allottees in the allotment terms, conditions or processes.
- 9. To cancel/ alter the allotments to purchasers / allottees in the event of any default by the allottees / purchasers and agree to refund of such amounts as may be refundable in such cases or otherwise to allottees / purchasers. To alter / waive any default penalties / charges payable by the allottees / purchasers under the allotment document and / or grant additional term for payment and to charge interest on the same. To safeguard the apartments / units in the IREO's BUA of which possession has not been handed over to allottees / purchasers pursuant to the occupation certificate and keep the same in lock and key.
- 10. To undertake all steps and processes generally required and necessitated in the process of allotments / sale of apartments / units in a group housing project, including to scrutinize and allow applications for transfer of the apartments / units, subject to such transfer fee as deemed appropriate by the Attorney.
- 11. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the IREO' BUA with the allottees / purchasers / customers and contractors / suppliers / consultants / architects / engineers / surveyors etc. or any other person / entity / government authority (excluding such matters and disputes between the Attorney and Us), in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, plcadars, advocates or their attorney and to sign mukhtamamas, vakalatnamas and warrant of attorney, whenever the said Attorney shall think expedient and proper to do so, provided.

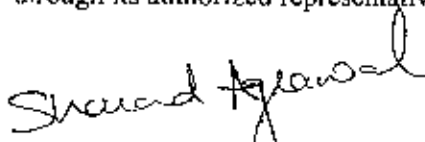
<p> Ireo Private Limited</p> <p> Base Exports Private Limited</p> <p> Fiverivers Township Private Limited</p>	<p> Ornamental Realtors Private Limited</p> <p> Adson Software Private Limited</p> <p> Fiverivers Developers Private Limited</p>	<p> BTVS Buildwell Private Limited</p> <p> Aspirant Builders Private Limited</p> <p> Commander Realtors Private Limited</p>	<p> Bulls Realtors Private Limited</p>
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12. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration for the entire Project and all such other documents, undertakings etc as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
13. To substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
14. generally to do or cause to be done all such acts, deeds and things as may be necessary to exercise the authorisations granted herein.
15. it is declared that this Power of Attorney is irrevocable.

**AND** We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or their substitutes, under the power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon.

**IN WITNESS WHEREOF** the Executants have executed this PoA on the day, month and year set forth below its signature.

Signed and delivered for and on behalf of **IREO PRIVATE LIMITED**, duly represented through its authorized representative






Name: Sharad Agrawal

Designation: Senior Vice President

Pan number of IREO PRIVATE LIMITED: AAACO6644B

(Authorised representative of IREO PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **ORNAMENTAL REALTORS PRIVATE LIMITED**, duly represented through its authorized representative





Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ORNAMENTAL REALTORS PRIVATE LIMITED: AABFO3088K

(Authorised representative of ORNAMENTAL REALTORS PRIVATE, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **BTVS BUILDWELL PRIVATE LIMITED**, duly represented through its authorized representative



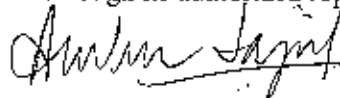

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BTVS BUILDWELL PRIVATE LIMITED: AACCB7758B

(Authorised representative of BTVS BUILDWELL PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **BASE EXPORTS PRIVATE LIMITED**, duly represented through its authorized representative



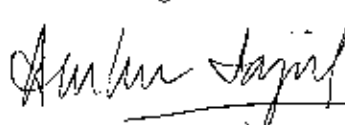

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BASE EXPORTS PRIVATE LIMITED: AACCB6875B

(Authorised representative of BASE EXPORTS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **ADSON SOFTWARE PRIVATE LIMITED**, duly represented through its authorized representative



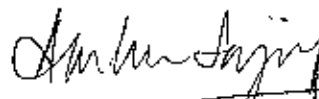

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ADSON SOFTWARE PRIVATE LIMITED: AAFCA2459P

(Authorised representative of ADSON SOFTWARE PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **ASPIRANT BUILDERS PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of ASPIRANT BUILDERS PRIVATE LIMITED: AAFCA5751Q

(Authorised representative of ASPIRANT BUILDERS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **BULLS REALTORS PRIVATE LIMITED**, duly represented through its authorized representative



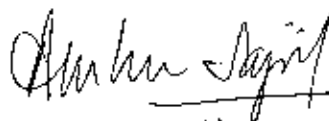

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of BULLS REALTORS PRIVATE LIMITED: AACCB9696A

(Authorised representative of BULLS REALTORS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS TOWNSHIP PRIVATE LIMITED**, duly represented through its authorized representative



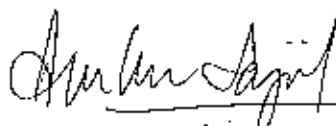

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of FIVERIVERS TOWNSHIP PRIVATE LIMITED: AABCF0684R

(Authorised representative of FIVERIVERS TOWNSHIP PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **FIVERIVERS DEVELOPERS PRIVATE LIMITED**, duly represented through its authorized representative





Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of FIVERIVERS DEVELOPERS PRIVATE LIMITED: AABCF0343H

(Authorised representative of FIVERIVERS DEVELOPERS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Signed and delivered for and on behalf of the **COMMANDER REALTORS PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of COMMANDER REALTORS PRIVATE LIMITED: AACCC6431A

(Authorised representative of COMMANDER REALTORS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 7<sup>th</sup> May, 2013)

Accepted by

(i) Mr. Lokesh Kumar Gupta, S/o. Mr. Prem Chandra Gupta, R/o C-126, Vivek Vihar, Delhi-110095, (ii) Mr. Ajay Singh S/o Late. Virender Singh Dabas, R/o 103, W-1A, Wellington Estate, DLF Phase-V, Gurgaon- 122002, (iii) Ms. Neclam Jagwani W/o Mr. Hemant Jagwani R/o A- 102, Jagran Apartments, Plot No. 17, Sector- 22, Dwarka, New Delhi- 110 077, (iv) Mr. Gaurav Kumar, S/o Mr. Risal Singh, House No. H. No. 1364, Shastri Nagar Bypass, Bulandshahr, U.P., (v) Mr. Sanjay R. Bhagat, S/o Mr. Ramesh T Bhagat, R/o 3H, 144, Kalpatru Aura, LBS Marg, Ghatkopar, Mumbai, (vi) Mr. Aniket Kumar, S/o. Mr. Ram Lakhan Singh, R/o G-242, Phase-6, Aya Nagar, New Delhi - 110047, (vii) Mr. Manpreet Singh Saluja, S/o Dr. S. S. Saluja, R/o Flat No. 302, 4/471, Vaishali, Gaziabad-201010 and (viii) Mr. Anant Sharma, S/o Mr. Rajender Sharma R/o 35, Chandu Park, Krishna Nagar, Delhi-110051.

*Rajendra Sharma*  
 WITNESSES

1. SUHAS KULKARNI  
 S/O BHANISHYAM KULKARNI  
 A142, HERITAGE, DADARBAI ROAD,  
 ANDHERI (W),  
 MUMBAI - 400058.

2.

*Shubha*  
 श्री चंद्र नम्बरदार  
 गाँव अलीपुर, तहसील सोहन  
 जिला, गुडगाँव

*Ramendra Sharma*

POA Holders

*Lokesh Gupta*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

**SCHEDULE -A**

**DESCRIPTION OF TOTAL LANDS**

Lands measuring 19.75625 acres situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Khasra nos.-

Rectangle No.	Khasra / Killa No.	Area		
		Kanal	Marla	Acres
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
	8	8	0	1
19	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
	10	8	0	1
19	9/2	5	8	0.675
	3/2	0	15	0.09375
19	19/1/1	0	16	0.1
19	18/2	3	19	0.49375
19	15/1	1	0	0.125

Ireo Private Limited

Ornamental Realtors Private Limited

BTVS Buildwell Private Limited

Base Exports Private Limited

Adson Software Private Limited

Aspirant Builders Private Limited

Bulls Realtors Private Limited











Riverivers Township Private Limited

Riverivers Developers Private Limited

Commander Realtors Private Limited



20	11/1/1	0	12	0.075
19	15/2/1	2	3	0.26875
20	11/1/2/1	0	16	0.1
19	14	7	12	0.95
<b>Total</b>		<b>158</b>	<b>01</b>	<b>19.75625</b>

 <b>Ireo Private Limited</b>	 <b>Ornamental Realtors Private Limited</b>	 <b>BTVS Buffdwell Private Limited</b>	
 <b>Base Exports Private Limited</b>	 <b>Adson Software Private Limited</b>	 <b>Aspirant Builders Private Limited</b>	 <b>Bulls Realtors Private Limited</b>
 <b>Fiverivers Township Private Limited</b>	 <b>Fiverivers Developers Private Limited</b>	 <b>Commanber Realtors Private Limited</b>	

145  
12-2-14



हरियाणा HARYANA

C 419267

**POWER OF ATTORNEY**

This Deed of Power of Attorney ("PoA") is executed on this 11<sup>th</sup> day of February, 2014 at Gurgaon, Haryana by:


**IREO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "IREO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014


AND


**ORNAMENTAL REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "Land Owner-I", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014


AND

  
IREO Private Limited

  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited

IREO Pvt Ltd New Delhi

10939

Account No.	
Amount	1000
Purpose	POA
Date	10 FEB 2014
दिनांक	12/02/2014

प्रलेख नः 145

डीड संबंधी विवरण

डीड का नाम GPA  
तहसील/सब-तहसील सोहना  
गांव/शहर Barampur

धन संबंधी विवरण

रजिस्ट्रेशन फीस की राशि 100.00 रुपये  
स्टाम्प ड्यूटी की राशि 1,000.00 रुपये  
पेस्टिंग शुल्क 2.00 रुपये

Service Charge: 150.00 रुपये

Prepared By: Manoj Goyal Adv

यह प्रलेख आज दिनांक 12/02/2014 दिन बुधवार समय 11:44:00AM बजे श्री/श्रीमती/कुमारी Ireo Pvt Ltd  
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी A 11 FF Necti Bagh ND 49 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Shard Agrawal  
हस्ताक्षर

उप/सयुक्त पंजीयन अधिकारी  
सोहना रजिस्ट्रार

Shard Agrawal(OTHER), Ornamental Realtors Pvt Ltd thru Amber Sajid(OTHER), BTVS Buildwell Pvt Ltd thru Amber Sajid(OTHER), Base Exports Pvt Ltd thru Amber Sajid(OTHER), Asdson Software Pvt Ltd thru Amber Sajid(OTHER), Aspirant Builders Pvt Ltd thru Amber Sajid(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Lokesh Kumar Gupta प्रथमतः हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने

सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Shrichand Lamberdar पुत्र/पुत्री/पत्नी श्री

निवासी Alipur व श्री/श्रीमती/कुमारी Vinod Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Mohan Lal निवासी Sector 53 Gurgaon

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

दिनांक 12/02/2014

उप/सयुक्त पंजीयन अधिकारी

सोहना रजिस्ट्रार

HARIS -EX

NIC-HSU

Revenue Department Haryana

**BTVS BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at office at C-4, First Floor, Malviya Nagar, New Delhi-110017 (hereinafter referred to as "**Land Owner-II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014

AND

**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi--110015 (hereinafter referred to as "**Land Owner-III**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014

AND


**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-IV**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014

AND

**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as "**Land Owner-V**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014

('Land Owner-I' to 'Land Owner-V' are hereinafter collectively referred to as the 'Land Owners')


  
IREO Private Limited

  
Base Exports Private Limited

  
Ornamental Realtors Private Limited

  
Adson Software Private Limited

  
BTVS Buildwell Private Limited

  
Aspirant Builders Private Limited



पेशकर्ता



प्राधिकृत



गवाह



प्राधिकृत



(the 'Land Owners' and 'IREO' are hereinafter collectively referred to as the 'Executants' or 'We' or 'Us')


**WHEREAS:**

- A. We, the Land Owners are collectively the owners of lands admeasuring 8 Kanal (1 acres) situated at Sector 59, Village: Behrampur, Tehsil: Sohna, District Gurgaon, Haryana, and more particularly described in the Schedule-A to this PoA (hereinafter referred to as the "Said Lands").
- B. We, the Land Owners and IREO have entered into a registered Collaboration Agreement dated 11<sup>th</sup> February, 2014 ("Collaboration Agreement") with Mahindra Homes Private Limited (formerly Watsonia Developers Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A Bhikaji Cama Place, new Delhi-110066 (hereinafter referred to as "MHPL"), in respect of the Said Lands. The project to be constructed under the Collaboration Agreement and all the documents / associated to the same is hereinafter referred to as the "Project".
- C. The individuals authorized herein shall act as an attorney of the Land Owners and IREO, and this PoA shall not be construed to be vesting ownership in the Said Lands or any part thereof in their favour.

**NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH** that we, the Executants above named, do hereby, irrevocably nominate, constitute and appoint (i) Mr. Lokesh Kumar Gupta, S/o. Mr. Prem Chandra Gupta, R/o C-126, Vivek Vihar, Delhi-110095, (ii) Mr. Ajay Singh S/o Late. Virender Singh Dabas, R/o 103, W-1A, Wellington Estate, DLF Phase-V, Gurgaon-122002, (iii) Ms. Neelam Jagwani W/o Mr. Hemant Jagwani R/o A- 102, Jagran Apartments, Plot No. 17, Sector- 22, Dwarka, New Delhi- 110 077 (iv) Mr. Gaurav Kumar, S/o Mr. Risal Singh, H. No. 1364, Shastri Nagar Bypass, Bulandshahr, U.P., (v) Mr. Sanjay R. Bhagat, S/o Mr. Ramesh T Bhagat, R/o 3H, 144, Kalpatru Aura, LBS Marg, Ghatkopar, Mumbai, (vi) Mr. Aniket Kumar, S/o. Mr. Ram Lakhani Singh, R/o G-242, Phasc-6, Aya Nagar, New Delhi - 110047, (vii) Mr. Manpreet Singh Saluja, S/o Dr. S. S. Saluja, R/o Flat No. 302, 4/471, Vaishali, Gaziabad-201010 and (viii) Mr. Anant Sharma, S/o Mr. Rajender Sharma R/o 35, Charidu Park, Krishna Nagar, Delhi-110051 (hereinafter referred to as the "Attorney"), to jointly and severally be the true and lawfully constituted attorney of the Executants and in their name and/ or on their behalf to do, either by themselves or through their substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done,

  
IREO Private Limited












  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited


  
Adson Software Private Limited

  
Aspirant Builders Private Limited


पेशकर्ता	Sharad Agrawal <i>Sharad Agrawal</i>	
पेशकर्ता	Amber Sajid <i>Amber Sajid</i>	
पेशकर्ता	Amber Sajid <i>Amber Sajid</i>	
पेशकर्ता	Amber Sajid <i>Amber Sajid</i>	
पेशकर्ता	Amber Sajid <i>Amber Sajid</i>	
पेशकर्ता	Amber Sajid <i>Amber Sajid</i>	
प्राधिकृत	Lokesh Kumar Gupta <i>Lokesh Kumar Gupta</i>	
प्राधिकृत	Ajay Singh <i>Ajay Singh</i>	
प्राधिकृत	Neelam Jagwani <i>Neelam Jagwani</i>	
प्राधिकृत	Gaurav Kumar <i>Gaurav Kumar</i>	
प्राधिकृत	Sanjay R. Bhagat <i>Sanjay R. Bhagat</i>	

executed and performed from time to time, at its sole discretion in respect of the branding, marketing, sale and allotment of the saleable area entitlement of IREO in the Project under the Collaboration Agreement, all documents associated/ related to the same and all subsequent understandings / amendments thereto ("IREO's BUA"), including the following;

1. to sell the IREO'S BUA;
2. to issue advertisements in compliance with applicable regulations and laws, in such mode and manner as may be deemed fit by the Attorney in accordance with the Collaboration Agreement for sale of the saleable area, units and apartments in the Project, announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;
3. to select and depute the set of brokers, channel partners for sale of the IREO's BUA and enter into necessary arrangements / agreements with them;
4. to sell or any other manner of transfer or creation of third-party rights in the IREO' BUA in the Project, and execute in the name of the Executant(s) and on behalf of the Executant(s) all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, deed of apartment, no objection certificates to mortgage, permission to transfer, default notices, tripartite agreement with the banks / financial institutions for funding / mortgage, possession notice, possession letter tenancy or any other agreement in relation to the IREO' BUA in Project along with proportionate undivided interest in the land on which the Project is developed, , in accordance with the Collaboration Agreement, in such form and manner as deemed fit and appropriate by the Attorney. To present all such documents including the sale / conveyance deed for apartments and undivided share in the land underneath for registration before the jurisdiction sub-registrar, to admit execution and to all such acts, deeds and things as may be required for registration of the said documents;
5. to negotiate and decide upon the pricing, components and stages of payments to be received from allottees / purchasers of IREO's BUA and collect / receive all such payments. To decide upon the payment plan, product mix and the extent / quantum, mode and manner of collection of various charges from the allottees / purchasers including the preferential location charges, the car parking charges, the club house membership charges, IFMS, IBMS, ECC, EDC, IDC, power back up charges, floor rise, transfer fee, interest on delayed

  
IREO Private Limited

  
Ornamental Realtors Private Limited

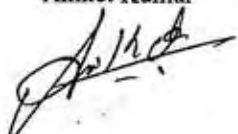





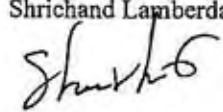

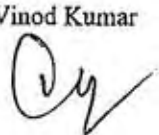

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited




प्राधिकृत	Aniket Kumar 	
प्राधिकृत	Manpreet Singh Saluja 	
प्राधिकृत	Anant Sharma 	
गवाह	Shrichand Lamberdar 	
गवाह	Vinod Kumar 	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 145 आज दिनांक 12/02/2014 को बही नः 4 जिल्द नः 123 के पृष्ठ नः 37 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द नः 22 के पृष्ठ सख्या 97 से 99 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 12/02/2014

  
उप/सुर्यकृत पंजीयन अधिकारी  
सोहना  
सिद्धकृत राजा राजस्त्री  
सोहना

payments, forfeiture charges, etc. collected from the allottees/purchasers of saleable area / units / apartments in the IREO's BUA and all such other similar charges that can be retained by a developer / promoter of projects of similar nature, service tax, VAT, stamp duty, registration charges, legal fees and all other similar charges, maintenance deposits, electricity connection charges etc, and collect the same in the manner provided in the Collaboration Agreement.

6. to handover possession of the saleable area in the IREO's BUA to the purchasers / allottees after grant of the occupation certificate;
7. to apply before the collector or any other competent authority and obtain separate documents and registrations relating to the transfer of undivided share in the land on which the Project is developed, , in accordance with the Collaboration Agreement, in favour of the prospective allottees/purchasers of the apartments/units in IREO' BUA in the Project;
8. to liaze and correspond with all purchasers / allottees during the entire sale process of IREO's BUA, to respond to queries / concerns, if any, that the purchasers / allottees may have from time to time in the name of and on behalf of the Executant(s). To take all necessary steps and actions as may be deemed appropriate in case of any default by the purchasers / allottees in the allotment terms, conditions or processes.
9. To cancel/ alter the allotments to purchasers / allottees in the event of any default by the allottees / purchasers and agree to refund of such amounts as may be refundable in such cases or otherwise to allottees / purchasers. To alter / waive any default penalties / charges payable by the allottees / purchasers under the allotment document and / or grant additional term for payment and to charge interest on the same. To safeguard the apartments / units in the IREO's BUA of which possession has not been handed over to allottees / purchasers pursuant to the occupation certificate and keep the same in lock and key.
10. To undertake all steps and processes generally required and necessitated in the process of allotments / sale of apartments / units in a group housing project, including to scrutinize and allow applications for transfer of the apartments / units, subject to such transfer fee as deemed appropriate by the Attorney.
11. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the IREO' BUA with the allottees / purchasers / customers and contractors / suppliers / consultants / architects / engineers / surveyors etc. or any other person / entity / government authority (excluding

  
IREO Private Limited

  
Base Exports Private Limited

  
Ornamental Realtors Private Limited

  
Adson Software Private Limited

  
BTVS Buildwell Private Limited

  
Aspirant Builders Private Limited

12. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration for the entire Project and all such other documents, undertakings etc as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
13. To substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
14. generally to do or cause to be done all such acts, deeds and things as may be necessary to exercise the authorisations granted herein.
15. it is declared that this Power of Attorney is irrevocable.

**AND** We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or their substitutes, under the power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon.

**IN WITNESS WHEREOF** the Executants have executed this PoA on the day, month and year set forth below its signature.

Signed and delivered for and on behalf of **Ireo Private Limited**, duly represented through its authorized representative

*Sharad Agrawal*



Name: Mr. Sharad Agrawal

Designation: Senior Vice President

Pan number of **Ireo Private Limited**: AAACO6644B

(Authorized representative of Ireo Private Limited, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of the **Ornamental Realtors Private Limited**, duly represented through its authorized representative

*Amber Sajid*



Name: Mr. Amber Sajid

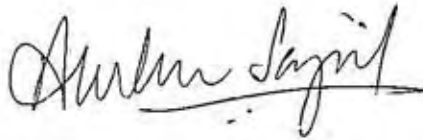
Designation: Assistant General Manager, Corporate Planning

Pan number of **Ornamental Realtors Private Limited**: AABFO3088K

(Authorised representative of ORNAMENTAL REALTORS PRIVATE, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

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Signed and delivered for and on behalf of the **BTVS BUILDWELL PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

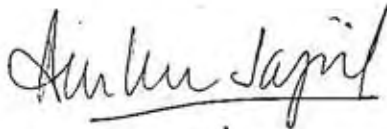
Designation: Assistant General Manager, Corporate Planning

Pan number of **BTVS BUILDWELL PRIVATE LIMITED**: AACCB7758B

(Authorised representative of BTVS BUILDWELL PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

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Signed and delivered for and on behalf of the **BASE EXPORTS PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

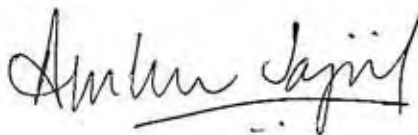
Designation: Assistant General Manager, Corporate Planning

Pan number of **BASE EXPORTS PRIVATE LIMITED**: AACCB6875B

(Authorised representative of BASE EXPORTS PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

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Signed and delivered for and on behalf of the **ADSON SOFTWARE PRIVATE LIMITED**, duly represented through its authorized representative




Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **ADSON SOFTWARE PRIVATE LIMITED**: AAFA2459P

(Authorised representative of ADSON SOFTWARE PRIVATE LIMITED, duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014)

---

Signed and delivered for and on behalf of the **ASPIRANT BUILDERS PRIVATE LIMITED**, duly represented through its authorized representative

Amber Sajid



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **ASPIRANT BUILDERS PRIVATE LIMITED**: AAFC5751Q

(Authorised representative of ASPIRANT BUILDERS PRIVATE LIMITED, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Accepted by

*[Handwritten signatures of witnesses and the representative]*

(i) Mr. Lokesh Kumar Gupta, S/o. Mr. Prem Chandra Gupta, R/o C-126, Vivek Vihar, Delhi-110095, (ii) Mr. Ajay Singh S/o Late. Virender Singh Dabas, R/o 103, W-1A, Wellington Estate, DLF Phase-V, Gurgaon- 122002, (iii) Ms. Neelam Jagwani W/o Mr. Hemant Jagwani R/o A- 102, Jagran Apartments, Plot No. 17, Sector- 22, Dwarka, New Delhi- 110 077, (iv) Mr. Gaurav Kumar, S/o Mr. Risal Singh, House No. H. No. 1364, Shastri Nagar Bypass, Bulandshahr, U.P., (v) Mr. Sanjay R. Bhagat, S/o Mr. Ramesh T Bhagat, R/o 3H, 144, Kalpatru Aura, LBS Marg, Ghatkopar, Mumbai, (vi) Mr. Aniket Kumar, S/o. Mr. Ram Lakhani Singh, R/o G-242, Phase-6, Aya Nagar, New Delhi - 110047, (vii) Mr. Manpreet Singh Saluja, S/o Dr. S. S. Saluja, R/o Flat No. 302, 4/471, Vaishali, Gaziabad-201010 and (viii) Mr. Anant Sharma, S/o Mr. Rajender Sharma R/o 35, Chandu Park, Krishna Nagar, Delhi-110051.

**WITNESSES**

1. SANJAY BHAGAT  
S/O RAMESH BHAGAT  
GHATKOPAR-W, MUMBAI-86

2. श्री चद नम्बरदार  
गाँव अलीपुर, तहसील सोहना  
जिला, गुडगाँव

*[Handwritten signature of Manoj Goyal]*

**MANOJ GOYAL**  
Advocate  
Distt. Courts, Gurgaon

*[Handwritten signature]*

*[Handwritten signature]*  
Vineet Kumar, S/o Mr. Mohan Lal  
% Sec 53, Gurgaon

*[Handwritten signature]*

**SCHEDULE -A**  
**DESCRIPTION OF SAID LANDS**

Lands measuring 8 Kanals i.e. 1 Acre situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Khasra nos.-

Rectangle No.	Killa No.	Area		
		Kanal	Marla	Acre
12	21/1/2	0	4	0.025
20	1	3	0	0.275
	10	4	16	0.600
<b>Total</b>		<b>8</b>	<b>0</b>	<b>1</b>


  
IREO Private Limited

  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited





हरियाणा HARYANA

POWER OF ATTORNEY

143  
12-2-14

919690

This Deed of Power of Attorney ("PoA") is executed on this 11<sup>th</sup> February, 2014 at Gurgaon, Haryana by:

**IREO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "IREO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Sharad Agrawal duly authorized *vide* its board resolution dated 3<sup>rd</sup> February, 2014.

AND

**ORNAMENTAL REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "Land Owner-I", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized *vide* its board resolution 3<sup>rd</sup> February, 2014.

AND

  
IREO Private Limited

  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited

IREO Pvt Ltd New Delhi

10943

int... 500  
pose/Use... PoA  
10 FEB 2014  
RAJ SINGH STAMP VENDOR  
Gurgaon, Haryana

प्रलेख नः 143

दिनांक 12/02/2014

डीड संबंधी विवरण

डीड का नाम GPA  
तहसील/सब-तहसील सोहना  
गांव/शहर Barampur

धन संबंधी विवरण

रजिस्ट्रेशन फीस की राशि 100.00 रुपये  
स्टाम्प ड्यूटी की राशि 500.00 रुपये  
पेस्टिंग शुल्क 2.00 रुपये

drafted By: Manoj Goyal Adv

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 12/02/2014 दिन बुधवार समय 11:19:00AM बजे श्री/श्रीमती/कुमारी IREO Pvt Ltd  
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी A 11 FF Neeti Bagh N D 49 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Sharad Agrawal  
हस्ताक्षर

उप/सयुक्त पंजीयन अधिकारी  
सोहना

श्री IREO Pvt Ltd thru Sharad Agrawal(OTHER), ORNAMENTAL REALTORS Pvt Ltd thru Amber Sajid(OTHER), BTVS  
BUILDWELL Pvt Ltd thru Amber Sajid(OTHER), BASE EXPORTS Pvt Ltd thru Amber Sajid(OTHER), ADSON  
SOFTWARE Pvt Ltd thru Amber Sajid(OTHER), ASPIRANT BUILDERS Pvt Ltd thru Amber Sajid(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Suhas Kulkarni प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने  
सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Shrichand Lamberdar पुत्र/पुत्री/पत्नी श्री

निवासी Alipur व श्री/श्रीमती/कुमारी Sanjay Bhagat पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ramesh Bhagat निवासी 3H 144 Kalpataro  
Aora Mumbai 86 ने की।  
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 12/02/2014

उप/सयुक्त पंजीयन अधिकारी  
संयुक्त सब रजिस्ट्रार  
सोहना



**BTVS BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at office at C-4, First Floor, Malviya Nagar, New Delhi-110017 (hereinafter referred to as "**Land Owner-II**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014.

**AND**

**BASE EXPORTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi--110015 (hereinafter referred to as "**Land Owner-III**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution 3<sup>rd</sup> February, 2014.

**AND**


**ADSON SOFTWARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as "**Land Owner-IV**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution 3<sup>rd</sup> February, 2014.

**AND**

**ASPIRANT BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015 (hereinafter referred to as "**Land Owner-V**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its authorized signatory Mr. Amber Sajid, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014.

('Land Owner-I' to 'Land Owner-V' are hereinafter collectively referred to as the 'Land Owners')

(the 'Land Owners' and 'IREO' are hereinafter collectively referred to as the 'Executants' or 'We' or 'Us').

  
IREO Private Limited

  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited

Reg. No.

Reg. Year

Book No.

143

2013-2014

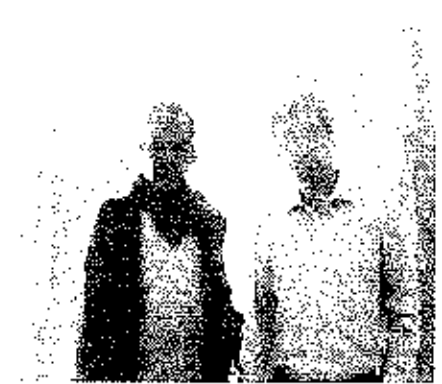
4



पंशकती



प्राधकत



सवाह

**WHEREAS:**

- A. We, the Land Owners are collectively the owners of lands admeasuring 17.55 acres situated at Sector 59, Village: Behrampur, Tehsil: Sohna, District Gurgaon, Haryana.
- B. We, the Land Owners and IREO have entered into a registered Collaboration Agreement dated 11<sup>th</sup> February, 2014 ("**Collaboration Agreement**") with **Mahindra Homes Private Limited** (formerly known as Watsonia Developers Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> floor, Mahindra Towers, Worli, Mumbai - 400 018 and branch office at Mahindra Towers, 2A, Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as "**MHPL**"), under which it has been agreed that MHPL and IREO, with separate and specific roles and responsibilities, shall develop a group housing project (the "**Project**") on lands measuring 1 acres ("**Subject Lands**"), as part of License No. 16 of 2008 granted by the Director of Town & Country Planning, Haryana. The Subject Lands are described in Schedule- A.
- C. We, the Land Owners and IREO have agreed under the Collaboration Agreement to authorize MHPL by way of PoA to enable it to undertake its obligations and entitlements under the Collaboration Agreement. MHPL shall act as an attorney of the Land Owners and IREO, and this PoA shall not be construed to be vesting ownership in the Subject Lands or any part thereof in favour of MHPL.

**NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH** that we, the Executants above named, in furtherance to the covenants, obligations and terms under the Collaboration Agreement, do hereby, irrevocably nominate, constitute and appoint MHPL acting through its directors / representatives/ employees (hereinafter referred to as the '**Attorney**'), to jointly and severally be the true and lawfully constituted attorney of the Executants and in their name and/ or on their behalf to do, either by itself or through their substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion all or any of the following acts, deeds or things in respect of the Project and the saleable built up area in the Project:

1. to carry out the development of the Project as per the terms of the Collaboration Agreement and to do various acts, deeds, matters and things in respect of the Subject Lands or the Project including dealing with HUDA, Haryana State Electricity Board, Town and Country Planning, Local Bodies, Municipal Corporation, Central/State Government offices and/or public or private utilities;
2. to apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc.

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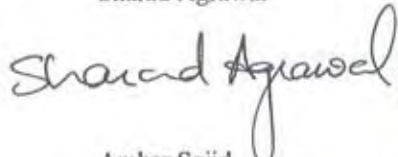











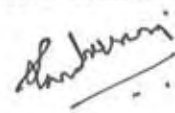

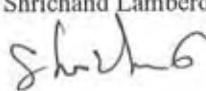

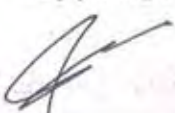

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पेशकर्ता	Sharad Agrawal 	
पेशकर्ता	Amber Sajid 	
पेशकर्ता	Amber Sajid 	
पेशकर्ता	Amber Sajid 	
पेशकर्ता	Amber Sajid 	
पेशकर्ता	Amber Sajid 	
*प्राधिकृत	Thru- Suhas Kulkarni 	
गवाह	Shrichand Lamberdar 	
गवाह	Sanjay Bhagat 	

as may be required, including without limitation, change in land use, approval from Ministry of Environment and Forest, , PWD, Town and Country Planning Department, IGBC, Airports Authority of India, Chief Fire Officer, Pollution Control Board, intimation of approval, commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, well/ tube well related approvals, tree cutting, electricity supply, DG set, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations, EWS allotment and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done in respect of the Project for becoming eligible for grant of such approvals, permissions, consents, sanctions etc as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds, no objection certificates and documents, submit and file land documents etc., as may be required for the aforesaid purpose, and take all incidental steps in respect of the same and deposit all charges / statutory fee etc, at to hire, appoint and authorize consultants / liaison agents etc. in this regard;

3. to manage the Subject Lands and the facilities constructed upon it and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Subject Lands with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Subject Lands and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;
4. to raise advance, loan from any third party including any co-developer or any assignee of MHPL, bank or a financial institution, inter-alia for the purposes of development of the Project, and to mortgage the Subject Lands and all accession / construction (present or future on the same) and all receivable / revenue (present and future) in respect thereof of the Executant(s) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of the Executant(s) with any such bank or financial institution or any person and to do all such acts, deeds and things as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever including to make necessary filings with the registrar of companies;
5. to brand the entire Project in the name and manner and under the brand and logo as the Attorney may deem fit, including under the brand and logo of MHPL or its Affiliates or

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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 143 आज दिनांक 12/02/2014 को बही न: 4 जिल्द न: 123 के पृष्ठ न: 37 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 22 के पृष्ठ सख्या 91 से 93 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।


दिनांक 12/02/2014

उप/सयुक्त पंजीयन अधिकारी  
सोहनगढ़ जिला रजिस्ट्रार  
सोहनगढ़



group companies . To install hoardings, sign boards, neon signs etc of the Developer, and / or its group companies, and / or its holding companies, and/or its assignees on the Subject Lands in compliance with applicable laws and regulations indicating development thereof, to invite prospective purchasers, lessors, licenses, tenants to buy, lease, license units in the buildings and premises to be constructed on the Subject Lands;

6. to carry out the Project on the Subject Lands through or with due sanction of the appropriate Governmental Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications and the Collaboration Agreement;
7. to pay all Deposits/Securities, EDC/IDC etc. to the HUDA, DTCP and to all other concerned authorities, etc. for the development of the Project, if need be under the Collaboration Agreement and to receive back the refundable amounts out of the said amounts from the said authorities;
8. to carry on correspondence and deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project;
9. to appear before any person, officer and authority, in relation to exercising the rights of development vested in MHPL under the Collaboration Agreement or in relation to the development of the Project on the Subject Lands, and for any other matter connected with and/or touching the development of the Project or the Subject Lands;
10. to make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Areas Act 1975, and other applicable laws, executive decisions etc. and to take all possible steps for the purpose of securing such permission / license or renewals thereof for the purpose of development of the Project;
11. to make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Lands by utilizing the entire FSI / FAR available in respect of the Subject Lands as are permissible under the development rules from time to time and as has been agreed under the Collaboration Agreement;
12. to promote and register the association of apartment owners, resident welfare association,

  
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condominium or Cooperative Society, Limited Company or Organization of such prospective purchasers, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all other concerned authorities;

13. to make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;
14. to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
15. to sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities, local bodies, DTCP or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
16. to construct, deliver and handover possession of the EWS units, schools, roads and other License obligations in the Project in accordance with applicable law. To do all such acts, deeds and writings necessary in this regard including interaction with any government authority, filing applications / forms and signing all necessary documents for allotment and transfer to the allottees and hand over of possession;
17. to apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
18. to assign / transfer the rights vested in MHPL under the Collaboration Agreement in favour of any third party at its sole discretion and sign and execute all documents in this regard on behalf of the Executant as may be required to be executed for such assignment /

  
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transfer / grant of the rights vested in MHPL under the Collaboration Agreement in favour of the said third party / assign / transferee;

19. to protect the Subject Lands in such manner as the Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order. To safeguard the apartments constructed over the entire Project and keep the same in lock and key for the said purposes;
20. to maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees / purchasers of the apartments;
21. to effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the Attorney be necessary or required to be entered into, made sign and seal, execute, deliver and perform for effectuating all or any of the purposes aforesaid and for all or any of the purpose of these presents;
22. to institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between MHPL and Us), the development of the Project on the Subject Lands, including matters with customers of the entire Project and contractors / suppliers / consultants / architects / engineers / surveyors etc. and to appear and act in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, complaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said Attorney shall think expedient and proper to do so, provided, however, the Attorney shall not cause any financial obligations on us;
23. To sign and file undertaking, as may be necessary, to the municipal corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intent of this Power of Attorney;

  
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24. To sign and execute in furtherance to the Collaboration Agreement and any amendments, modifications, supplemental understanding / arrangements thereto, and on behalf of the Executants all such documents, deeds and writings including Built-Up Area Sharing Agreement and any amendment and modification thereof as may be required to demarcate the saleable area entitlements of IREO and MHPL in the Project from time to time, and to present the said Built-Up Area Sharing Agreement and other related documents for registration and admit execution thereof.
25. to do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents, undertakings etc as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
26. to substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
27. generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the Project on the Subject Lands and to exercise all rights vesting in MHPL under the Collaboration Agreement;
28. it is declared that this PoA is irrevocable.

**AND,** We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or its substitutes, under the power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, within the four corners of this general power of attorney, under and by virtue of this these presents.

**IN WITNESS WHEREOF** the Executants have executed this PoA on the day, month and year set forth below its signature.

Signed and delivered for and on behalf of **IREO PRIVATE LIMITED**, duly represented through its authorised representative

  
IREO Private Limited

  
Ornamental Realtors Private Limited

  
BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited



*Sharad Agrawal*



Name: Mr. Sharad Agrawal

Designation: Senior Vice President

Pan number of **IREO PRIVATE LIMITED**: AAACO6644B

(Authorized representative of IREO PRIVATE LIMITED, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **ORNAMENTAL REALTORS PRIVATE LIMITED**, duly represented through its authorised representative

*Amber Sajid*



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **ORNAMENTAL REALTORS PRIVATE LIMITED**: AABFO3088K

(Authorized representative of ORNAMENTAL REALTORS PRIVATE LIMITED, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **BTVS BUILDWELL PRIVATE LIMITED**, duly represented through its authorised representative

*Amber Sajid*



Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **BTVS BUILDWELL PRIVATE LIMITED**: AACCB7758B

(Authorized representative of BTVS BUILDWELL PRIVATE LIMITED, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **BASE EXPORTS PRIVATE LIMITED**, duly represented through its authorised representative



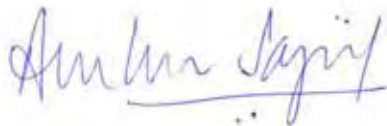

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **BASE EXPORTS PRIVATE LIMITED**: AACCB6875B

(Authorized representative of **BASE EXPORTS PRIVATE LIMITED**, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **ADSON SOFTWARE PRIVATE LIMITED**, duly represented through its authorised representative



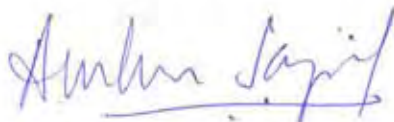

Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **ADSON SOFTWARE PRIVATE LIMITED**: AAFCA2459P

(Authorized representative of **ADSON SOFTWARE PRIVATE LIMITED**, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Signed and delivered for and on behalf of **ASPIRANT BUILDERS PRIVATE LIMITED**, duly represented through its authorised representative




Name: Mr. Amber Sajid

Designation: Assistant General Manager, Corporate Planning

Pan number of **ASPIRANT BUILDERS PRIVATE LIMITED**: AAFCA5751Q

(Authorized representative of **ASPIRANT BUILDERS PRIVATE LIMITED**, duly authorized vide its board resolution dated 3<sup>rd</sup> February, 2014)

Accepted by

Signed and delivered for and on behalf of **MAHINDRA HOMES PRIVATE LIMITED** (formerly **WATSONIA DEVELOPERS PRIVATE LIMITED**), duly represented through its authorized representative

*[Handwritten signature]*



Name: Mr. Suhas Kulkarni

Pan number of **MAHINDRA HOMES PRIVATE LIMITED**: AAACW9691A

(Authorised representative of MAHINDRA HOMES PRIVATE LIMITED, duly authorized vide its board resolution dated Designation: 22<sup>nd</sup> January, 2014)

*[Handwritten signature]*

**WITNESSES**

SANJAY BHAGAT *[Handwritten signature]*

1. S/O PAMESH BHAGAT  
3N, 144 KALPATARU AURA  
GNATKOPAR - WEST

*[Handwritten signature]*

2.

श्री चंद नम्बरदार  
गाँव अलीपुर, तहसील सोहना  
जिला, गुडगाँव

*[Handwritten signature]*

MANOJ GOYA  
Advocate  
Distt. Courts, Gurgaon

**SCHEDULE-A**

**DESCRIPTION OF SUBJECT LANDS**

Lands measuring 1 acre situated at Sector-59, Village: Behrampur, Tehsil: Sohna, District, Gurgaon, Haryana comprised in the following Khasra nos.-

Rectangle No.	Killa No.	Area		
		Kanal	Marla	Acre
12	21/1/2	0	4	0.025
20	1	3	0	0.275
	10	4	16	0.600
<b>Total</b>		<b>8</b>	<b>0</b>	<b>1</b>

  
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BTVS Buildwell Private Limited

  
Base Exports Private Limited

  
Adson Software Private Limited

  
Aspirant Builders Private Limited