18858

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456017

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("AGREEMENT") is made at Gurgaon, Haryana on this 31st day of October, 2012

No Does

T.R.A. 11-12

BY AND BETWEEN:

EXPERION DEVELOPERS PRIVATE LIMITED (formerly Gold Developers Private Limited), a company incorporated under the Companies Act, 1956 having its corporate office at First Floor, Block "B" , First India Place, Sushant Lok –I, Mehrauli - Gurgaon Road, Gurgaon – 122002, Haryana and herein represented by Mr. Arvind Lamba duly authorized to enter into this Agreement vide board resolution dated 05.10.2012, (hereinafter referred to as **"EDPL"** or **"Developer"** which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For MARGON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

Experion Developers Pvt. Ltd. Experion Real Estate

For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

Experion Developers (International) Pvt. Ltd. AND Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authorised Signatory

For S.A.S. SERVICES PVT. LTD. Authorised Signatory

Experion Developers Pvt. Ltd. Authorised Signatory/Director

For SOPRIA CONSTRUCTIONS LIMITED Authorised Signatory

Expansion Development Ltd
Gurgaon

21853

प्रलेख न: 18858 दिनांक 07/11/2012

डीड सबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील गुड़गांवा गांव/शहर धर्मपुर

भवन का विवरण

भूमि का विवरण

धन सबंधी विवरण

राशि 0.00 रुपये कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये रजिस्ट्रेशन फीस की राशि 0.00 रुपये पेस्टिंग शुल्क 2.00 रुपये

रुपये

Drafted By: N S Dhariwal Adv.

यह प्रलेख आज दिनांक 07/11/2012 दिन बुधवार समय 4:50:00PM बजे श्री/श्रीमती/कुमारी SAS Servizio P. Ltd. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 10th floor, Tower-D, Global Business Park, MG Road, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप / संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री SAS Servizio P. Ltd. thru Sandeep kalra(OTHER), Sumel Buildtech P. Ltd. thru Sunil Dobhal(OTHER), Sumel Projects P. Ltd. thru (OTHER), Sumel Dev. P. Ltd. thru (OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru- Arvind Lamba एवंम हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि एवंम ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N S Dhariwal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की।

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

दिनांक 07/11/2012

उप / संयुक्त पंजीयन अधिकारी
गुड़गांव

For PREMIER INFRA DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

EXPERION DEVELOPERS (INTERNATIONAL) PRIVATE LIMITED (formerly Gold Developers (International) Private Limited), a company incorporated under the Companies Act, 1956 having its corporate office at First Floor, Block B, First India Place, Sushant Lok –I, Mehrauli - Gurgaon Road, Gurgaon – 122002, Haryana and herein represented by Mr. Arvind Lamba duly authorized to enter into this Agreement vide board resolution dated 05.10.2012, (hereinafter referred to as **"EDIPL"** which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

EXPERION REALITY PRIVATE LIMITED (formerly S. K. N. Developers Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as **"LC-1"** which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED (formerly K. N. S. Real Estate Developers Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 30.5.2012, (hereinafter referred to as **"LC-2"** which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

AVIGHNA BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as **"LC-3"** which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

BRAHMA BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish

For MAROON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SOPHIA CO... LIMITED Authorised Signatory

For Experion Reality Pvt. Ltd. Director/authrised Signatory

For AVIGHNA BUILDWELL PVT. LTD.

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पेशकर्ता

दावेदार

गवाह

हस्ता / सयुंक्त पंजीयन अधिकारी

For SAB SERVICIO PVT. LTD.

Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD. Director/Authorised Signatory

Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-4**" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

MARCON DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-5**" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

MOKSHA BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-6**" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

PREMIER INFRA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented by **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-7**" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

SOPHIA CONSTRUCTIONS LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F-60, Malhotra Building, Connaught Place, New Delhi – 110001 and herein represented by its representative **Mr. Tarun Arora** duly authorized to enter into this Agreement vide board resolution dated 22.08.2012, (hereinafter referred to as "**Sophia**" which expression shall, unless it be repugnant to the subject, meaning or context

For MARCON DEVELOPERS PVT. LTD. Director/Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/Authorised Signatory

For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

For Experion Reality Pvt. Ltd. Director/Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD. Director/Authorised Signatory

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पेशकर्ता	Sundeep kalsi		
पेशकर्ता	Sunil Dobhal		
पेशकर्ता			
पेशकर्ता			
दावेदार	Thru- Arvind Lamba		
दावेदार			
दावेदार	Sunzeet Puri		
दावेदार			
दावेदार			
दावेदार			

For PRENIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory
For SOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

WITH

SAS SERVIZIO PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002 and herein represented by **Mr. Sundeep Kalsi** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "**SAS**" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

SUMEL BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002 and herein represented by **Mr. Sunil Dobhal** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "**LS - 1**" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns)

AND

SUMEL PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002 and herein represented by **Mr. Sunil Dobhal** duly authorized to enter into this Agreement vide board resolution dated 15.06.2012, (hereinafter referred to as "LS –2" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns)

AND

SUMEL DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002 and herein represented by **Mr. Sunil Dobhal** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "LS - 3" which expression, shall unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns)

EDPL, EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6, LC-7, SAS, LS -1, LS -2, LS -3 and Sophia are collectively referred to as "**Parties**" and individually as "**Party**"

Capitalized words and expressions as used herein shall carry the meanings as ascribed to them in the absence of which all such words and expressions shall

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory
For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For MARON DEVELOPERS PVT. LTD. Director/ Authorised Signatory
For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director
For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
For Experion Reality Pvt. Ltd. Director/Authorised Signatory
For SOKSHA BUILDWELL PVT. LTD. Director/Authorised Signatory

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दावेदार

दावेदार

दावेदार

दावेदार Tarun Arora

गवाह N S Dhariwal

गवाह C.L.Arora

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 18,858 आज दिनांक 07/11/2012 को बही न: 1 जिल्द न: 13,018 के पृष्ठ न: 120 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न: 2,495 के पृष्ठ संख्या 83 से 85 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 07/11/2012

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory
For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

carry their ordinary meanings as are congruent and consistent with the manifest intent and purpose of this Agreement and not otherwise.

WHEREAS

A. LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and LC-7 own and have vacant and peaceful possession of separate pieces and parcels of lands in the revenue estate of village Dharampur at Sector 108, Gurgaon, Haryana with an aggregate area admeasuring approximately **69.315625** acres, as more specifically described and detailed in **ANNEXURE 1A** attached herewith and shown in yellow colour in the Land Contribution Ratio Plan attached hereto as **ANNEXURE 1D** (the "**EDPL Land**") in respect of which the entire development rights shall, pursuant to this Agreement, vest entirely and absolutely with EDPL immediately on such development rights coming into existence pursuant to issue of the License (as hereinafter defined) for development of the Project as hereinafter defined by EDPL upon the Existing Land (as hereinafter defined).

B. LS -1, LS -2 and LS -3 own and have vacant and peaceful possession of separate pieces and parcels of lands situated in the revenue estate of village Dharampur at Sector 108, Gurgaon, Haryana with an aggregate area admeasuring approximately **27.025** acres as detailed in **ANNEXURE 1B** attached hereto and shown in green color in Land Contribution Ratio Plan attached herewith as **ANNEXURE 1D** (the "**SAS Land**"). SAS has agreed that immediately upon the issue of the License by the DGTCP, the development rights with respect to the entire SAS Land shall, pursuant to this Agreement, vest entirely and absolutely with the Developer and shall be irrevocable and assignable.

C. Sophia owns and has vacant and peaceful possession of a separate piece and parcel of land situated in the revenue estate of village Dharampur at Sector 108, Gurgaon, Haryana admeasuring an area of approximately **6.283125** acres as detailed in **ANNEXURE 1C** attached hereto and shown in orange color in the Land Contribution Ratio Plan as attached hereto as **ANNEXURE 1D** and separately labeled for it (the "**Sophia Land**") Out of this Sophia Land, **5.19375** acres is its full share land. The balance **1.089375** acres are shared land pockets of a bigger Khasra co-owned by and between EDPL and Sophia and are shown in orange color with black hash in the Land Contribution Ratio Plan. Sophia has agreed that all the irrevocable and assignable development rights in respect of the entire Sophia Land shall vest completely, entirely and absolutely with the Developer immediately upon issue of License by the DGTCP for development of the Project on the Existing Land, and which development rights have been agreed to be assigned by Sophia irrevocably to the Developer as part of the collaboration agreement signed and executed

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For MOKSHA DEVELOPERS PVT. LTD. Director/ Authorised Signatory
For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director
For Experion Reality Pvt. Ltd. Director/authrised Signatory
For EXPERION DEVELOPERS PVT. LTD.

For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For MOKSHA BUILDTECH PVT. LTD. For PREMIER INFRADEVELOPERS PVT. LTD. For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory Director/ Authorised Signatory Director/ Authorised Signatory

between the Developer and Sophia for the Sophia Land being the "**Sophia Agreement.**"

D. SAS Land (**27.025** acres), EDPL Land (**69.315625** acres) and Sophia Land (**6.283125** acres) aggregate to a total land area admeasuring **102.62375** acres (hereinafter collectively referred to as "**Total Land**"). In order to facilitate contiguity of the various lands, EDPL and both LC-1 and LC-2 have agreed to give an irrevocable No Objection Certificate (as per **Annexure 1E** attached hereto) to provide a passage of 15 mts / 12 mts from the licensed land of their group housing colony approved vide license no. 38 of 2010 dtd. 14.5.2010. The Parties desire to develop an integrated residential plotted township on the land area admeasuring approximately **100.48125** acres ("**Existing Land**") out of the Total Land. The Existing Land is eligible for obtaining the License for such integrated residential plotted township. The Parties authorize that EDPL shall be and act as the Developer of the Existing Land for the Project and to apply to the Director-General, Town and Country Planning, Government of Haryana ("**DGTCP**") for issuance of permission/license ("**License**") and other relevant Government Authorities for required Approvals as hereinafter defined for the development of an integrated residential plotted township on the Existing Land (hereinafter referred to as the "**Project**"). Accordingly, SAS, along with others, has agreed to nominate the Developer as the Developer for the Project. The Parties agree that the entire development rights in respect of the Existing Land shall come to vest absolutely and entirely with the Developer immediately upon issue of the License without there being any need for any separate agreement for the grant of such development rights in favor of the Developer.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AS ARE -HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEIR RESPECTIVE COVENANTS AS UNDER.

ARTICLE 1 : GRANT OF DEVELOPMENT RIGHTS

1.1 SAS hereby agrees to contribute the entire SAS Land to be included in the Total Land for the Project and grants the rights to the Developer to develop the Project on the Existing Land as per the terms of this Agreement. To this end, SAS, along with the others, hereby agrees subject to the terms as herein contained, to vest and to keep vested for development with the Developer the said SAS Land to transfer and assign the development rights in favor of the Developer immediately on issue of the License and the Project shall be constructed and developed subject to the terms of the License and the grant of requisite permissions, sanctions, clearances and approvals in accordance

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory
For Experion Reality Pvt. Ltd. Expansion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director
Director/authorised Signatory
For EXPERION DEVELOPERS PVT. LTD. Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

with bye-laws and applicable laws for the Project ("**Approvals**"). The Developer may, at its discretion, subject to terms contained in this Agreement further assign/ delegate any or all of the rights, obligations and duties under this Agreement to EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and/or LC-7 under written intimation to SAS without any objection from SAS.

1.2 For the avoidance of doubt, it is clarified that such development rights shall include, but not be limited to, the right to : -

a) enter upon the SAS Land or any part thereof for the purpose of developing the Project;

b) exercise exclusive marketing and branding rights in respect of the Project;

c) undertake designing, financing, developing and construction of the Project and appoint, employ or otherwise engage architects, surveyors, engineers, contractors, sub-contractors, advocates / law firms, labour, workmen, personnel (skilled and unskilled) or other persons for the purposes of the Project;

d) make payments and/ or receive the refund of all deposits paid, or other charges to and from all public or governmental authorities or public or private utilities relating to the development of the SAS Land paid by the Developer;

e) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under Applicable Laws, any governmental authority / body in relation to the Project as may be necessary for the full, free, uninterrupted development of the SAS Land;

f) raise finances for development of the Project in any legally permissible way, as may be required, including creation of security on EDPL Land only and to the exclusion of the SAS Land;

g) generally do any and all other acts, deeds and things that may be required for the exercise of the development rights and the development of the Project.

1.3 Pursuant to the above, the proportion of SAS Land in the Total Land shall be as follows:

SAS Land: 27.025 Acres: 26.33406 % of Total Land (102.62375 acres) (referred to as the "**SAS Land Contribution Ratio**").

1.4 Subject to the terms herein contained the Developer shall be responsible for preparing applications and all other documents required for obtaining necessary Approvals for the development of the Project and pursue and obtain the same. EDPL shall be responsible for arranging/ extending the bank guarantee(s) required towards external development charges ("**EDC**")

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory
For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory
For MARKO DEVELOPERS PVT. LTD. Director/ Authorised Signatory
For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
For Experion Reality Pvt. Ltd. Director/Authorised Signatory
For EXPERION DEVELOPERS PVT. LTD.
For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director
For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/Authorised Signatory

and internal development works ("**IDW**") respectively, payable under the License and to do all other compliances required under the Approvals for the implementation of the Project. However, it is mutually agreed between EDPL and SAS that EDPL alone shall be responsible for compliance and payment of IDW as per the norms of the competent authority(ies) including opening of and operation of a bank account ('**Project Account**') and maintenance of the funds therein as per directives of the DGTCP in this regard.

1.5 Each of LS -1, LS -2, LS -3 and SAS hereby agrees that subject to the terms as contained herein, immediately upon the development rights arising in respect of the SAS Land pursuant to issue of License to develop the Project on the Existing Land, such development rights shall, without requirement of any further act, deed or agreement, come to and remain vested exclusively in favor of the Developer pursuant to the arrangements set out in Article 1.1 above and the Developer hereby agrees to accept from LS -1, LS -2, LS -3 and SAS such exclusive development rights to develop the SAS Land as part of the Project at the Developer's cost.

1.6 Each Party hereto (other than the Developer) hereby agrees that on and from the date of filing of the application for the License for the development of the Project, the Developer shall be entitled, without requirement of any further act, deed or agreement, to enter upon and possess the SAS Land for purposes of conducting surveys, due diligence and for drawing up all relevant plans for the development of the Project. The Parties expressly agree that this Agreement shall be deemed to grant to the Developer, from the date of issue of the License for the development of the Project, an exclusive license and permission to use the SAS Land for the development. The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act, 1882 and/or such other Applicable Laws of the time being in force, nor shall anything herein contained be construed as sale or conveyance of the SAS Land, or part thereof, in favor of the Developer.

1.7 The Developer may sub-contract, and/or engage contractors and other service providers to enter upon the SAS Land for purposes of the Project and to enter into arrangements with other parties of its choice for development of the Project, provided that the Developer alone shall continue to remain primarily liable to the statutory authorities as the Developer of the Project and shall be liable to SAS for any acts or commission or omissions on the part of any of such contractors and service providers and EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and/or LC-7 if

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the Developer delegates/assigns its rights, obligations and duties under this Agreement as per clause 1.1 above.

1.8 Each of the Parties hereby agrees and acknowledges that the Sophia Land, SAS Land and EDPL Land are being contributed for the Project, as set out in the Recitals to this Agreement and the Sophia Agreement. The Parties further agree and acknowledge that the Developer's obligations in relation to the Project in accordance with the Applicable Laws and Approvals are subject to the vesting of development rights over the SAS Land, Sophia Land and EDPL Land in favor of the Developer under this and the Sophia Agreements and the Developer shall not be liable to any Party for any default or delay on the part of the Developer in performing any of its obligations hereunder, which is caused, in part or full, by any default or delay either by SAS and/or Sophia in the performance of their respective obligations and representations under this and the Sophia Agreements.

Article 2 : CONSIDERATION

2.1 In consideration of the development rights granted by SAS to the Developer pursuant to the terms of this Agreement and other arrangements that may be entered into between SAS, LS1, LS2, LS3 and the Developer for purposes of this Agreement, the Developer hereby agrees that SAS shall, subject to Clauses 2.3 and 2.4 herein, be entitled to **1975** (One Thousand Nine Hundred and Seventy Five) square yards of residential plotted area, in the form of developed residential plots of various sizes and dimensions in the Saleable Area (with the Saleable Area being as defined under Article 2.14 hereunder), for every acre of SAS Land ("**SAS Saleable Area**"), in accordance with this Agreement, free of all development costs except as provided as per Clauses 2.3 and 2.4 below. SAS can, subject to the terms of this Agreement, book, re-allot and/or otherwise deal with in any manner, the SAS Saleable Area, without any obstructions or hindrance from the other Parties, by entering into contracts, with other third parties and assign rights and entitlements, in respect of such SAS Saleable Area subject to Clause 2.3 and 2.4, and receive the sale proceeds from such sale as per the terms of this Agreement, License, Approvals and Applicable Laws. It is hereby expressly agreed that SAS shall ensure that SAS and/or its allottees / nominees bear the entire responsibility and liability in relation to legal compliances, stamp duties and registration fee for the entire SAS Saleable Area. Notwithstanding anything contained in this Agreement, it is provided that no conveyance deed of plot(s), in any manner, within the SAS Saleable Area shall be consummated until the development of the residential plots being sold is complete and SAS has paid the SAS Statutory Charges as per Clause 2.3 of this Agreement. Each of the Parties agrees and acknowledges

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that Sophia is entitled to certain portion of the total Saleable Area ("**Sophia Saleable Area**") pursuant to the Sophia Agreement, and Sophia shall have similar rights to alienate the Sophia Saleable Area in accordance with the Sophia Agreement and receive proceeds in relation thereto, without any obstruction or hindrance from the other of the Parties. It is hereby declared and agreed that the first two transfers of the SAS Saleable Area shall be free of any transfer charges but if there are any statutory levies, taxes etc. payable for the same, they shall be borne by SAS/ SAS's Allottee(s).

2.1.1 SAS, LS-1, LS-2 and LS-3 hereby agree and confirm that the Developer shall not be responsible or liable for any liabilities or obligations with regard to any agreement(s) that may have been entered into inter se or may be entered into inter se between SAS and LS-1, LS-2 and LS-3 and the Developer shall be liable only for the Consideration as mentioned herein.

2.2 SAS, LS1, LS2 and LS3 acknowledge that in consideration of the development of the Project and other obligations undertaken by the Developer under this Agreement, the Developer shall be entitled to retain the right to sell, transfer, allot, book and/or otherwise deal with in any manner the remaining portion of such Saleable Area that is available in the Project other than the aggregate of the SAS Saleable Area and the Sophia Saleable Area including all non-residential saleable areas in the Project (hereinafter "**EDPL Saleable Area**") without any obstruction, let or hindrance from SAS, LS-1, LS-2 and LS-3 or Sophia by entering into any contracts, agreements, collaboration arrangements with third parties and assign / transfer interest, rights and entitlements in respect of such **EDPL** Saleable Area and receive the sale proceeds from such sale/transfer/assignment in accordance with this Agreement and Sophia Agreement and transfer without any hindrance, objection or claim from SAS, LS1, LS2 and LS3 or Sophia. SAS shall be permitted to sell the SAS Saleable Area in terms of this Agreement.

2.3 SAS, LS1, LS2 and LS3 shall jointly or severally, bear and discharge the entire liability in relation to External Development Charges ("EDC") and Infrastructure Development Charges ("IDC") charges on the SAS Saleable Area, SAS NRS Area, and on the additional 825 square yards of residential plotted as per clause 2.15 hereunder and all taxes levied or which may be levied in the future, levies or statutory charges including enhancements of EDC and IDC charges retrospectively or prospectively payable to governmental authorities including infrastructure augmentation charges on, in relation to, or attributable to, the SAS Saleable Area, SAS NRS Area, and on the additional 825 square yards of residential plotted as per clause 2.15 hereunder ("**SAS Statutory Charges**"). Such payments shall be made by

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SAS within 30 (Thirty) days of demand notice issued by the Developer ("**Due Date**"). The SAS Statutory Charges as demanded by the Developer shall be as per the norms of the Director-General, Town and Country Planning, Government of Haryana and as per any other Statutory and Government bodies and shall be apportioned in proportion to the SAS Saleable Area.

2.4 Notwithstanding anything contained in this Agreement, SAS hereby confirms and agrees that out of the SAS Saleable Area, an area of 240 (Two Hundred and Forty) square yards of residential plotted area, for every acre of licensed and zoned SAS Land contributed for the Project out of its every 1975 square yards of residential plotted area of the SAS Saleable Area **("Retained Area")** shall be retained by the Developer and allocated to SAS only after SAS has fully paid the SAS Statutory Charges and other applicable dues payable in relation to SAS Saleable Area in accordance with the terms of this Agreement. The Retained Area will remain as security with the Developer to meet its obligations towards SAS Statutory Charges and applicable dues in case SAS defaults or otherwise declines or delays payment of the SAS Statutory Charges and dues. 10% (ten percent) of such Retained Area shall be released by the Developer proportionately and allotment letter for each of such release shall be issued by the Developer upon every receipt of 10% (ten percent) of SAS Statutory Charges.

2.5 In the event of any default and/or delay by SAS in the payment of the SAS Statutory Charges (or any part thereof) or any other dues payable in relation to the SAS Saleable Area in accordance with the terms of this Agreement, SAS shall be liable to pay interest on such sum at the annual compounded rate of 18% (eighteen per cent) per annum from the Due Date until the date of receipt of such payment. Further, SAS agrees that the Developer shall adjust all the amounts received from SAS first towards interest on payments overdue from SAS and only thereafter towards the payments overdue of the SAS Statutory Charges or any other outstanding demand payable by SAS to the Developer and finally the remaining balance, if any, shall be adjusted towards the dues in respect of the SAS Statutory Charges or other demand payable by SAS for which the payment is made by SAS to the Developer under a written intimation to SAS.

2.6 In case SAS fails to pay the SAS Statutory Charges as per demands of the Developer within the period of 60 (Sixty) days from the Due Date of such payment demanded by the Developer, then without prejudice to other rights of the Developer, the proportionate area from the Retained Area per every licensed and zoned acre of SAS Land calculated on the basis of sale price ("**Reduced Area**") shall be reduced from the Retained Area against the overdue SAS Statutory Charges including interest thereon and a saleable

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plot out of the SAS Saleable Area that is equal to the sum of several such Reduced Area or several of such saleable residential plots, can be sold/allotted by the Developer to any third party to recover its unpaid/outstanding dues from SAS. However, before disposing of the residential saleable plot(s) of such Reduced Area, the Developer will first give prior written notice of 30 (Thirty) days mentioning the sale price at which the proportionate area of the Retained Area shall be sold/allotted if the payment of the outstanding SAS Statutory Charges is not made within such 30 days. It is hereby agreed between the Parties that any difference between the overdue amount of the dues from SAS and amount realized from such sale will be payable/adjustable in future dues of SAS Statutory Charges as the case may be. In this eventuality, SAS shall not raise any claim, interest or dispute of any nature whatsoever against the Developer or any third party to whom such Retained Area or any part thereof is sold/allotted by the Developer including any right or claim to such Retained Area or the amount recovered by the Developer from the sale/allotment thereof.

2.7 SAS hereby agrees that it will ensure that the SAS Statutory Charges are paid as demanded by the Developer in terms of this Agreement. However, subject to this Agreement, in case any liability in relation to SAS Statutory Charges is not discharged, SAS shall be entitled to conclude possession and conveyance deeds only in respect of only those residential plots within the SAS Saleable Area in respect of which the full payment of SAS Statutory Charges has been made by SAS or by its nominees/allottees to the Developer.

2.8 Notwithstanding anything contained in this Agreement, it is hereby agreed that SAS shall make the payment of first installment of 10% of the EDC and IDC component of the total SAS Statutory Charges within 30 days of the allotment of SAS Saleable Area less the Retained Area through allotment letters as per the terms of this Agreement.

2.9 The allotment letters for the SAS Saleable Area less the Retained Area shall be issued as per this Agreement to SAS by the Developer simultaneously with SAS issuing the irrevocable General Power of Attorney (within 7 (seven) days of the issue of the intimation to SAS by the Developer regarding issue of the License required by the Developer for the sale of such part of the Saleable Area that falls within the SAS Land.

2.10 The Developer undertakes to commence development of the Project on issue of the License for the Project and after obtaining the Approvals. However, the Developer will not effect any allotment of the Retained Area to SAS unless the SAS Statutory Charges and other dues receivable from SAS are

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received or are otherwise realized by the Developer in terms of this Agreement.

2.11 SAS, EDPL and Sophia have mutually agreed upon and in testimony thereof have subscribed their respective signatures on the allocation plan, which identifies the respective Tentative Plot Allocation Plan of the Parties in the Project, the Saleable Area, the Retained Area and common areas of the Project ("**Allocation Plan**") annexed to this Agreement as **Annexure 1F**. The Allocation Plan may be amended to the limited extent and if required due to changes to the layout plan of the Project caused by any statutory / regulatory / governmental authority or as may be required in the best interest of the development of the Project by the Developer. In the event the Allocation Plan is required to be amended, the Parties agree to proportionately adjust the EDPL Saleable Area and the SAS Saleable Area and the Sophia Saleable Area to ensure that the commercial understanding relating to the division of the Saleable Area between them remains unaltered to the maximum extent possible taking into account the size and location of the residential plots. SAS shall however, irrespective of any such change in the Allocation Plan shall always be entitled to 1975 sq yards of developed residential plotted area in the form of residential developed plots of various sizes and dimensions, for every acre of SAS Land except if such change in the Allocation Plan occurs due to any deficiency in the SAS Land in which case, the SAS Saleable Area shall be reduced proportionately.

2.12 Any sale, allotment, booking or transfer of the SAS Saleable Area shall be governed by the provisions of this Agreement.

2.13 The Parties agree that the common areas and facilities and other common services and infrastructure of the Project on the entire Existing Land, as demarcated in the layout plan / zoning plan/ services plan shall be for the common use by the Parties and their nominees/ allottees at proportionate and equitable sharing of maintenance charges and expenses for the upkeep and maintenance of the entire Project.

2.14 Saleable Area of the Project: For the purposes of this Agreement, the term Saleable Area shall mean such components of the developed Project viz. plots developed in the residential area and any other saleable area of the Project.

2.15 It is further agreed between the Parties that in addition to the SAS Saleable Area as mentioned in sub clause 2.1 above, SAS will additionally be allotted 825 square yards of residential plotted area in the Project. SAS shall also be entitled to 32% of non-residential saleable area (including permissible FAR) of the Project ("**SAS NRS Area**"). The allotment of the additional 825 square yards will be made along with the SAS Saleable Area in the similar manner

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Authorised Signatory/Director

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For BRAHMA BUILDWELL PVT. LTD. Director/Authorised Signatory

and with the same restrictions and conditions including the provisions pertaining to the SAS Statutory Charges as aforesaid.

2.16 Upon the Developer commencing the construction of the SAS NRS Area, the entire costs of such construction, approvals and buildings plans, permits and statutory fees and charges relating thereto ("**SAS Construction Costs**") shall be payable by SAS to the Developer at periodic construction-linked intervals during such construction as shall be advised by the Developer. However, SAS shall pay the SAS Statutory Charges for SAS NRS Area on first demand made by the Developer based upon statutorily prescribed time schedule. It is also hereby agreed that 75% of the constructed SAS NRS Area shall be retained by the Developer in addition to the Retained Area and shall be released to SAS proportionately after receipt of such SAS Construction Costs within 30 (thirty) days of the demand of the Developer in this regard. Otherwise, the Developer shall be entitled to sell or otherwise deal such 75% of the constructed SAS NRS Area by following the procedure as stipulated for the sale of the Retained Area.

2.17 However, the Developer and SAS may otherwise deal with the non-residential saleable FAR of the Project at such terms and conditions as may be mutually acceptable between the Developer and SAS in writing and in compliance with the Applicable Laws and the License and provided that the overall development of the Project remains unaffected.

ARTICLE 3 : DEVELOPMENT

3.1 **Development Plan** : The Developer will implement the Project in accordance with the Approvals and License within 4 (Four) years from the date of receiving of all the Approvals for commencement of development of the Project from the competent authorities, as provided under the Applicable Laws and subject to the terms of this Agreement and the cooperation and compliance by SAS and Sophia, and shall handover possession of the developed residential plots falling in the SAS Saleable Area to SAS within the said period, subject always to the provisions with respect to the Retained Area and payment of the SAS Statutory Charges and execution of the conveyance deeds on payment of stamp duty and registration expenses by SAS. Provided that the Developer shall not be liable for any delays on account of force majeure events including acts of god, fire, earthquake, landslide, subsidence, floods and inundation, government action, change in statute, riots, war (whether war be declared or not), mutiny, rebellion, civil commotion, revolution, court order, any act of terrorism, etc.).

3.2 **License & Approvals**

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For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

a) The Developer will apply for the License as per the statutory requirements on behalf of SAS and SAS shall provide necessary documents/ records and inputs/ information as requested by the Developer.

b) The Developer shall be responsible for the compliance of all terms and conditions of permissions / provisions of the Haryana Development and Regulation of Urban Area Act of 1975 and the Haryana Development and Regulation of Urban Area Rules of 1976 till the grant of final completion certificate of the Project unless relieved of the responsibility by the DGTCP, Haryana, whichever is earlier.

c) Subject to the terms of this Agreement and the General Power of Attorney given by SAS upon execution hereof and the terms herein contained, this Agreement shall be irrevocable and no modification / alteration etc. in the terms and conditions of this Agreement can be undertaken by any Party except by written mutual consent of the Parties after obtaining such approval as may be granted by the DGTCP, Haryana, if required, for such purposes. However, such written consent or approval shall not be required at any time from Sophia in case the Developer and SAS mutually agree in writing to amend, change or modify the SAS Saleable Area and/or the EDPL Saleable Area, at any time from execution hereof (*by any addendum to this Agreement*). Sophia hereby unconditionally and without any qualification consents to the same and hereby accepts any of such amendment(s), change(s) or modification(s) without any obstruction, let, hindrance or protest.

3.3 **Development of the Project:** The Developer shall ensure that development of the Project shall be carried out in terms of this Agreement and in compliance with the License, Approvals, approved layout plans and Applicable Laws.

3.4 The maintenance of the common areas and facilities under the Existing Land including operation and maintenance services required for the Project shall be carried out by such agency or person as may be nominated by EDPL till the time that such common areas and facilities are required to be handed over to a resident welfare association formed under Applicable Laws. A separate maintenance agreement will be entered into between the Developer and allottees/buyers in the Project and the nominated maintenance agency/ person appointed for maintenance of the Project.

3.5 For the fulfillment of obligations of the License, each of the Parties (other than the Developer) agrees to allow the Developer and/or any of EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and LC-7 (as per clause 1.1 above) unrestricted access to the SAS Land for the development of the Project and

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to vest in the Developer and/or any of EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and LC-7 (as per clause 1.1 above) all such powers and authorities that are deemed necessary or desirable for the development of the Project.

3.6 It is specifically agreed by SAS, LS-1, LS-2 and LS-3 that they will jointly and severally provide all necessary assistance, information, reports, documentations, copies of antecedent title documents and original land title documents for the purpose of the License and Approvals, records, authority and requisite Power of Attorney in a time bound manner to the Developer to enable the Developer develop the Project in accordance with this Agreement, effective use and enjoyment of the entire SAS Land and to comply with the conditions of the License and Approvals as and when required as per statutory provisions. The said Power of Attorney is being executed by SAS in favor of the Developer simultaneous to the execution of this Agreement so as to give effect to this Agreement.

3.7 The Developer shall have the right to develop the Project and deal with the developed Project, subject to the terms of the License, Applicable Laws and the terms and conditions of this and the Sophia Agreements and Approvals granted in relation to the Project, and do such other acts, deeds and things that it deems fit for purposes of the Project.

ARTICLE 4 : MARKETING & PROMOTION

4.1 The Parties agree that the Developer shall have exclusive branding and promotion rights to the Project, provided that SAS may sell the SAS Saleable Area under its own separate brand at its own cost and expense. However, SAS agrees to grant branding and promotion rights for its allotment to the Developer. The Developer will be free to use SAS's name for the purpose of obtaining the Letter of Intent/License from the DGTCP for the Project on the Existing Land and for all other Approvals, for statutory/regulatory purposes and for any necessary disclosures and compliance with the Applicable Laws and/or by any statutory/competent authority.

ARTICLE 5 : SALE OF 'SALEABLE AREA' OF PROJECT

5.1 Simultaneously, upon execution of this Agreement, SAS, LS1, LS2 and LS3 shall execute the requisite General Power of Attorney for enabling the Developer to apply for and obtain the License and Approvals for the Project on the Existing Land and to develop and construct the Project in accordance with the terms hereof. SAS further undertakes that upon issue of the License, it shall in terms of Clause 2.9 hereinabove, issue another General Power of Attorney in relation to the SAS Land in favor of EDPL

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and/or any of its assignees/nominees in terms of this Agreement facilitating and authorizing any of them to deal, allot and /or sell the SAS Land falling anywhere in the Saleable Area of the Project in accordance with the Sophia Agreement and this Agreement. The Parties hereby confirm and agree that no sale/conveyance deed of plot(s) shall be consummated until the development of the residential plots in the Project is complete and the authority to consummate the conveyance of any residential plots granted vide the aforementioned power of attorney shall be effective only upon the completion of development of such residential plots. The Parties, as the case may be, hereby acknowledge that such powers of attorney shall be granted for consideration, the receipt and sufficiency of which is hereby acknowledged and to this intent and purpose, shall be in accordance with Section 202 of the Indian Contract Act, 1872.

5.2 Each of EDPL and SAS also commit to each other that no sale or promotion of any kind with respect to the SAS Saleable Area and the EDPL Saleable Area shall be done by either of them before the requisite License for development of the Project is issued by the DGTCP under the Applicable Laws and in the event either of them breaches this restriction, the Party committing such breach shall be solely and exclusively liable under the law to governmental and other authorities in relation to such action and would suitably indemnify and compensate the others.

5.3 Subject to Applicable Laws and this Agreement, each of EDPL and SAS shall be entitled to facilitate the sale of their respective shares of the Saleable Area as defined herein and shall have absolute rights to appoint agents, brokers and intermediaries etc. for inviting third parties for booking and allotment of residential plots in their respective allocations.

5.4 Subject to Applicable Laws, neither EDPL nor SAS shall indulge in any form of predatory pricing policies, whether in the form of rebates, discounts, reduction of prices or otherwise in any manner in relation to the pricing of their respective shares of the Saleable Area or offer to provide such additional benefits in relation thereto so as to compete directly with or adversely affect the other's prospects towards the marketing and selling of their respective shares of the Saleable Area.

ARTICLE 6 : INDEMNITY

6.1 Subject to Article 10.2 of this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the others ("Indemnified Party") from and against any and all losses caused by or attributable to or arising due to any third party claim or threatened third party claim and/or otherwise arising under this Agreement, in each case as

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For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director
For BRAHMA BUILDWELL PVT. LTD. Director/Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

a result of the Indemnifying Party's gross negligence or willful misconduct or for not complying with its obligations under this Agreement or for breach of its representations and warranties under this Agreement or for any breach of Applicable Laws.

6.2 Subject to Article 10.2 of this Agreement, the Developer any of its assignee(s)/nominee(s), as the case may be under this agreement shall indemnify, defend and hold harmless SAS from and against any and all losses caused by or attributable to or arising due to the non-performance, act of omission or commission in non -implementing and /or for not developing the Project which may lead to any claim by the statutory authority(ies) for any breach of the Applicable Laws more particularly, the Haryana Development and Regulation of Urban Area Act of 1975 and the Haryana Development and Regulation of Urban Area Rules of 1976 and the terms of the License.

ARTICLE 7 : REPRESENTATIONS & WARRANTIES

7.1 Each of the Parties hereby represents and warrants to each Party as of the date of execution hereof:

(a) That its title to its respective land and development rights thereto, as identified in this Agreement, is clear and marketable free from encumbrances.

(b) That it is in possession and peaceful enjoyment of its respective entire land identified in this Agreement.

(c) That subject to Applicable Laws, it has full corporate power and authority to sign, deliver and perform this Agreement without having recourse to any other person(s) and no consent permission, sanction or approval of any third party is required for this purpose.

(d) That the signature and delivery of, and the performance and consummation of the transactions hereby contemplated by this Agreement have been duly authorized by all requisite corporate action. This Agreement constitutes valid and legally binding obligations enforceable against it in accordance with the terms hereof.

(e) That the signature, delivery and performance of this Agreement does not violate any provisions of Applicable Laws, judicial order or judgment or result in the breach of the terms of Memorandum of Association or Articles of Association of such Party.

(f) That it is not precluded or restricted by the terms of any contract, agreement or other instrument from entering into this Agreement and executing the documents and agreements provided for herein or the consummation of the transactions contemplated hereby.

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authrised Signatory

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

Experion Developers (International) Pvt. Ltd. Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD. Authorised Signatory/Director

Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

(g) That it is solvent, is in a position to meet its obligations under this Agreement and is not a party to any scheme of rehabilitation or reconstruction.

(h) That it has been regularly paying all taxes including property tax, cesses, registration dues and other statutory outgoings with respect to the land it owns.

(i) That this Agreement has been drafted by mutual consultation and agreement of the Parties and hence, any rule of statutory interpretation or construction interpreting agreements against a party primarily responsible for drafting an agreement shall not be applicable to this Agreement.

(j) That (a) it has not violated any provision or requirement of the Land Ceiling Act or any other Applicable Laws; (b) has not collaborated with respect to the development of the EDPL Land, the Sophia Land and the SAS Land or any part thereof with any third party; (c) has not transferred, assigned or created any third party right or interest in the EDPL Land, the Sophia Land and the SAS Land; (d) has not applied or caused to apply for grant of any license for development of the EDPL Land, the Sophia Land and the SAS Land and (e) respectively undertakes to submit all affidavits/furnish necessary documents in this respect to the DGTCP or any other competent authority.

7.2 Each of the Parties shall ensure that each of the representations and warranties as set out above shall, subject to the terms of this Agreement, continue to remain true and accurate at all times from the date of execution hereof.

7.3 Each of the Parties respectively represents and undertakes that it shall not encumber the Sophia Land and the SAS Land by any form, means or substance during the subsistence of this Agreement and that it has voluntarily granted EDPL the development rights thereon for development of the Project.

ARTICLE 8 : CONFIDENTIALITY

8.1 The Parties agree and undertake that they shall treat as confidential and keep confidential all confidential information which has already been disclosed to them or which may be disclosed to them by any Party hereafter pursuant to this Agreement. Provided that such information may be disclosed pursuant to a legal requirement, subject to giving the other Parties notice, to the extent practicable, of such requirement.

8.2 The Parties shall not publish, advertise, communicate or permit the publication, advertisement or communication of any of the confidential information to any person in any manner whatsoever.

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authrised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For AVIGHNA BUILDWELL PVT. LTD. Director

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

8.3 The Parties shall not use or permit to be used in any manner the confidential information for any purpose whatsoever except for the purposes of this Agreement.

8.4 The disclosure by any Party of the terms of this Agreement to any Person shall only be in the manner as may be mutually agreed upon by the Parties.

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

ARTICLE 9 : ASSIGNMENT

9.1 No Party shall assign this Agreement or any part thereof to any person before the issue of the License by the DGTCP. However post the same assignment can be done with the prior written consent of the others. However, subject to the other terms as contained in this Agreement it is agreed that no consent is required in case of delegation/assignment of any obligations, rights and duties etc. by the Developer to EDIPL, LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and/or LC-7.

ARTICLE 10 : TERMINATION

10.1 Subject to Article 10.2, this Agreement shall be effective from the date of execution hereof and shall remain in full force and effect till its determination as per terms herein or if otherwise mutually terminated by all Parties.

10.2 The Developer will obtain the License in respect of the Project from the DGTCP within a period of 15 (fifteen) months from the date of execution hereof provided that the Parties may, upon their mutual written agreement, extend such period of 15 months by a further suitable period. In the event the License is not issued within such 15 months or within any extended time period as agreed, this Agreement and all other documents, attorneys, applications made, given or executed in accordance with the terms of this Agreement and all rights arising therefrom shall stand terminated without execution of any further document cancelling or rescinding the same. Thereafter, , Sophia, LS1, LS2, LS3, and all of LC1 to LC7 shall be free to deal with their respective lands in any manner they may deem fit, without any interference, right, claim, entitlement or objection whatsoever of any nature either in law or equity by any of the Parties against any of them.

10.3 Upon termination of this Agreement in terms of Article 10.2, the Developer or EDIPL, LC-1, LC-2, LC 3, LC 4 , LC 5 , LC 6 and/or LC 7, which have been provided the right to access to the SAS Land as per terms herein so as to give due effect to the terms of this Agreement, shall forthwith remove all their men, materials, articles and artifacts from the said SAS Land and restore the said SAS Land respectively to the LS-1, LS-2 and LS-3.

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authorised Signatory

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For SUMEL BUILDTECH PVT. LTD. Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

ARTICLE 11 : NOTICE

11.1 Any notices, reports or other communications required to be sent to any Party shall be deemed to have been duly given (a) within 24 hours if delivered in person or delivered by E-mail or other similar electronic transmission or (b) within 72 hours if sent by registered post or certified mail, return receipt requested, and addressed to each Party as follows:

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

TO DEVELOPER/EDIPL:

ATTENTION	:	Mr. Rakesh Kaul
ADDRESS	:	Experion Developer Pvt. Ltd. First Floor, Block "B" , First India Place, Sushant Lok –I, Mehrauli - Gurgaon Road, Gurgaon – 122002, Haryana
E MAIL	:	rakeshkaul@experion.net.in
FACSIMILE	:	91 124 4422659

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

TO LC-1/LC-2/LC -3/LC- 4/LC-5/LC-6/LC-7

ATTENTION	:	Mr. Suneet Puri
ADDRESS	:	Exprerion Reality Pvt. Ltd. F-9, First Floor, Manish Plaza, Plot No. 7, MLU, Sector-10, Dwarka, New Delhi110075
E MAIL	:	suneet.puri@experion.net.in
FACSIMILE :	:	91 124 4422659

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

TO SAS:

ATTENTION	:	Mr. Sundeep Kalsi
ADDRESS	:	SAS Servizio Pvt. Ltd. 10th Floor, Tower D, Global Business Park, M G Road, Gurgaon-122002
E MAIL.	:	sas@sasgroup.in, kalsi.sundeep@gmail.com
FACSIMILE	:	+91-124-4679099

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

LS -1/ LS -2/ LS -3

ATTENTION	:	Mr. Sundeep Kalsi
ADDRESS	:	10th Floor, Tower D, Global Business Park, M G Road, Gurgaon-122002
E MAIL	:	sas@sasgroup.in, kalsi.sundeep@gmail.com
FACSIMILE	:	+91-124-4679099

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For EXPERION DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For SAVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/Authorised Signatory

TO SOPHIA

ATTENTION	:	Mr. Tarun Arora
ADDRESS	:	F-60, Malhotra Building, Connaught Place, New Delhi-110001
E MAIL	:	tararora@indiabulls.com
FACSIMILE	:	91 124 6682857

ARTICLE 12 : MISCELLANEOUS

12.1 Binding Agreement-This Agreement shall be equally binding and enforceable against the Parties hereto.

12.2 Compliance with Applicable Laws- Each Party shall do all such acts as may required to ensure compliance by such Party with all Applicable Laws, including the laws governing foreign exchange and foreign direct investments in India.

12.3 Counterparts-This Agreement may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

12.4 Entire Agreement- This Agreement shall, from the date of execution thereof, supersede all prior discussions, understandings, memos, promises on the subject matter of this Agreement between the Parties. Provided that the Parties hereby acknowledge that EDPL, EIDPL, LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and LC-7 have entered into the Sophia Agreement along with SAS in relation to the development of the Sophia Land as part of the Project on the Existing Land and such Sophia Agreement shall not be so superseded. This Agreement and the Sophia Agreement shall, along with the Annexures hereto/thereto constitute the entire agreement among the Parties with respect to the transaction contemplated herein/therein between the Parties. The preamble and recitals herein and the Annexure(s) appended to this Agreement shall form an integral part of this Agreement.

12.5 Relationship between the Parties-Nothing in this Agreement shall be construed as creating a partnership, association, joint venture or an employer-employee relationship between the Parties or between one Party and another to the exclusion of the others. Except as specifically provided in relation to delegation of powers to the Developer, none of the Parties will be deemed to be an agent of any other Party as a result of any act under or related to this Agreement, and will not in any way pledge any other Party's credit or incur any obligation on behalf of such Party.

12.6 Waiver- Any waiver shall require to be express. Any waiver by any Party or Parties of any default shall not constitute a waiver of any other current, past or subsequent default by the defaulting Party or a waiver of any of the

For MOHIA BUILDTECH PVT. LTD. Authorised Signatory
For MARCON DEVELOPERS PVT. LTD. Director/Authorised Signatory
Authorised Signatory
Authorised Signatory
For Experion Reality Pvt. Ltd. Director/authrised Signatory
Authorised Signatory
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director
For AVISHINA BUILDWELL PVT. LTD.

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory
For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

Party's or Parties' rights. All original rights and powers of each Party under this Agreement will remain in full force and effect notwithstanding any neglect, forbearance or delay in the enforcement thereof by such Party.

12.7 Applicable Laws-This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

12.8 Jurisdiction- The Courts at New Delhi, alone shall have the exclusive jurisdiction to decide any Dispute arising out of this Agreement.

12.9 Severability- Each provision of this Agreement is severable from the others and in the event that any provision of this Agreement becomes unenforceable for any reason whatsoever, such provision shall be deemed to be amended or deleted insofar as such amendment or deletion is necessary for the purpose of this Agreement and to the extent necessary to conform to the Applicable Laws and the amended provision and the remaining provisions of this Agreement shall continue to remain binding upon the Parties. In the event that any provision of this Agreement becomes unenforceable, the Parties shall endeavor to enter into and execute such fresh provisions and terms as are in conformity with the Applicable Laws and which incorporate and embody the original intention of the Parties as reflected from such unenforceable provisions.

12.10 Good Faith: Each of the Parties shall act in good faith to ensure that the terms of this Agreement are given full force and effect to and shall not act in such manner or suffer any action, which may derogate from the terms of this Agreement or otherwise interrupt or adversely affect the development of the Project or increase the burden of the Developer in performing its obligations under this Agreement. Further, each of the Parties shall cooperate with the Developer and/or any of EDIPL, LC-1, LC-2, LC-3, LC-4, LC-5, LC-6, LC-7 (as per clause 1.1 above) in the development of the Project and in ensuring that the Developer and/or any of EDIPL, LC-1, LC-2, LC-3, LC-4, LC-5, LC-6, LC-7 (as per clause 1.1 above) is in compliance with all applicable laws, foreign exchange and other Applicable Laws.

12.11 Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall sign and deliver all such documents as may be required to enable each of the Parties to perform their respective obligations under this and the Sophia Agreements, enjoy their respective rights (including the right of the Developer to enter into any arrangements referred to in Article 1.1), and to give full effect to the transactions hereby contemplated between the Parties.

For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory
Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director
For Experion Reality Pvt. Ltd. Director/authorised Signatory
For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORISED

For SAS SERVIZIO PVT. LTD. Authorised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
Experion Developers (International) Pvt. Ltd. For ANGFINA BUILDWELL PVT. LTD. Authorised Signatory/Director

REPRESENTATIVE AS ON THE DATE FIRST WRITTEN ABOVE, IN THE PRESENCE OF THE FOLLOWING WITNESSES WHO HAVE SIGNED IN THE PRESENCE OF EACH OTHER.

EXPERION DEVELOPERS PRIVATE LIMITED EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory (Signature)	Witnessed by: NIHAL SINGH BHORIAL Advocate, Gurgaon (Signature)
Name: ARVIND LAMBA	Name:
Designation: Authorised Signatory	Date:
Date:	
EXPERION DEVELOPERS (INTERNATIONAL) PRIVATE LIMITED Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director (Signature)	Witnessed by: C. L. ABORA Advocate Distt. Courts, GURGAON (Signature)
Name: ARVIND LAMBA	Name:
Designation: Authorised Signatory	Date:
Date:	
EXPERION REALITY PRIVATE LIMITED Experion Reality Pvt. Ltd. Director/authrised Signatory (Signature)	Witnessed By: (Signature)
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	

EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED For Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director (Signature)	Witnessed By: (Signature)
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	
AVIGHNA BUILDWELL PRIVATE LIMITED For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory (Signature)	Witnessed By: (Signature)
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	
BRAHMA BUILDWELL PRIVATE LIMITED For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory (Signature)	Witnessed By: (Signature)
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	
MARCON DEVELOPERS PRIVATE LIMITED For MARCON DEVELOPERS PVT. LTD Director/ Authorised Signatory	Witnessed By:

(Signature)	*(Signature)*
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	
MOKSHA BUILDTECH PRIVATE LIMITED For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	
PREMIER INFRA DEVELOPERS PRIVATE LIMITED For PREMIER INFRA DEVELOPERS PVT. LTD. Director/ Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name: SUNEET PURI	Name:
Designation: Authorised Signatory	Date:
Date:	
SAS SERVIZIO PRIVATE LIMITED For SAS SERVIZIO PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name: SUNDEEP KALSI	Name:
Designation: Director	Date:

Date:	
SUMEL BUILDTECH PRIVATE LIMITED For SUMEL BUILDTECH PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name: SUNIL DOBHAL	Name:
Designation: Authorised Signatory	Date:
Date:	
SUMEL PROJECTS PRIVATE LIMITED SUMEL PROJECTS PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name: SUNIL DOBHAL	Name:
Designation: Authorised Signatory	Date:
Date:	
SUMEL DEVELOPERS PRIVATE LIMITED For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name: SUNIL DOBHAL	Name:
Designation: Authorised Signatory	Date:
Date:	

SOPHIA CONSTRUCTIONS LIMITED For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory (Signature)	Witnessed By: (Signature)
Name: TARUN ARORA	Name:
Designation: Authorised Signatory	Date:
Date:	

ANNEXURE – 1A

DESCRIPTION OF EDPL LAND

NAME OF THE COMPANY	EXTENT OF AREA
EXPERION REALITY PRIVATE LIMITED (FORMERLY S. K. N. DEVELOPERS PRIVATE LIMITED)	7.51875 Acres
EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED (FORMERLY K. N. S. REAL ESTATE PRIVATE LIMITED)	5.63125 Acres
AVIGHNA BUILDWELL PRIVATE LIMITED	6.36875 Acres
BRAHMA BUILDWELL PRIVATE LIMITED	12.85625 Acres
MARCON DEVELOPERS PRIVATE LIMITED	13.05 Acres
MOKSHA BUILDTECH PRIVATE LIMITED	16.47813 Acres
PREMIER INFRA DEVELOPERS PRIVATE LIMITED	4.8125 Acres
TOTAL	69.315625 ACRES

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
1. Detail of land owned by - M/s S.K.N. Developers Pvt. Ltd., Delhi											
1	Dharampur	5745	08-05-2007	15	17/3	3	18				
					18	7	2				
					19/1	4	9				
					22/2	5	0				
					23	8	0				
					24	8	0				
				28	2	8	0				
					3	8	0				
					4	8	0				
						60	9	Full	60	9	
									60	9	
									TOTAL AREA =		7.55625

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For SUMEL BUILDTECH PVT. LTD
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
2. Detail of land owned by - M/s K.N.S. Real Estate Pvt. Ltd., Delhi											
2	Dharampur	10312	23-08-2007	16	16/2	2	15				
					25	8	0				
				28	5/1	5	0				
					5/2/1	1	12				
						16	27	Full	17	7	
3	Dharampur	10050	08-08-2007	15	20	7	2				
					22/1	3	0				
					19/2	2	13				
				16	21/1 min	5	10				
						18	5	Full	18	5	
4	Dharampur	6807	22-05-2007	27	15	7	2				
				27	3/2	6	16				
					5/3	0	11				
					5/3	6	5				
						20	14	Full	20	14	
									56	6	
									TOTAL AREA =		7.03750
2A. Detail of licenced land owned by - M/s S.K.N. Developers Pvt. Ltd. & M/s K.N.S. Real Estate Pvt. Ltd. for providing Land Contiguity out of its Group Housing Colony											
4a	Dharampur			17	15	1	12				
					17	1	12				
					18	1	12				
						4	16	Full	4	16	
									TOTAL AREA =		0.60000

For PRIDWIN INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SUMEL IZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
5. Detail of land owned by - M/s Avighna Buildwell Pvt. Ltd.											
5	Dharampur	6592	06-09-2011	12	14	8	0				
					15	8	0				
					16/1	4	0				
					17/1	4	0				
				13	11	8	0				
						32	0	Full	32	0	
6	Dharampur	6596	06-09-2011	17	8/7	0	17				
					9/2	5	16				
					10/2	5	5				
					11/1	1	14				
					12/1	2	0				
					13/1	1	5				
						12	17	Full	12	17	
7	Dharampur	17855	19/9/2011	5	23/2/2	2	2				
					24/1	4	0				
						6	2	Full	6	2	
									50	19	
									TOTAL AREA =		6.36875

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SEN[illegible]O PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
9. Detail of land owned by - M/s Brahma Buildwell Pvt. Ltd.											
8	Dharampur	6555	06-06-2011	4	12	8	0				
					13	8	0				
					14	8	0				
					17/1	4	13				
					18/1	4	13				
					19/1	4	13				
						37	19	Full	37	19	
9	Dharampur	6550	14/6/2011	11	1	8	0				
					2/1	4	8				
					8	8	0				
					9	8	0				
						28	8	Full	28	8	
10	Dharampur	6741	08-10-2011	4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/1	2	5				
					23/1	4	9				
					30	0	4				
				3	11	7	12				
					12	1	8				
						41	10	13/16	33	18	
11	Dharampur	15009	25/08/2011	4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/1	2	5				
					23/1	4	9				
					30	0	4				
				3	11	7	12				
					12	1	8				
						41	10	1/16	2	12	
									102	17	
									TOTAL AREA =		12.85625

For MARCON DEVELOPERS PVT. LTD.
Director/Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For S.A.S. SOLUTIONS PVT. LTD.
Authorised Signatory

For SOPHIE CONSTRUCTIONS LIMITED
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Kills No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
7. Detail of land owned by - M/s Marcon Developers Pvt. Ltd.											
12	Dharampur	6593	05-09-2011	5	19	8	0				
					20/2	4	0				
					21/1	4	0				
				6	25	7	11				
					26	3	8				
				9	5	8	0				
					6	7	8				
						39	7	Full	39	7	
13	Dharampur	6971	14/6/2011	5	17	8	0	Full	8	0	
14	Dharampur	6967	14/6/2011	5	16	6	16				
				5	25/1	2	18				
						9	14	Full	9	14	
				11	13	8	0	89/160	4	9	
15	Dharampur	4996	26/5/2011	5	13/2	4	0				
					18	8	0				
					21/2	3	17				
					22	8	0				
					23/1	3	16				
					26	0	10				
				10	1	7	13				
					2/1	7	11				
					3/1	4	0				
						47	7	Full	47	7	
									108	17	
									TOTAL AREA =		13.60625

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

For SOHAM CONSTRUCTIONS LIMITED
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
3. Detail of land owned by - M/s Moksha Buildtech Pvt. Ltd.											
16	Dharampur	6510	06-05-2011	12	8	8	0				
					13	7	7				
						15	7	Full	15	7	
17	Dharampur	6552	06-05-2011	3	20/2	1	0				
					21/1/1	0	10				
					21/2/1	0	4				
				4	24/1	4	8				
					25	8	0				
						14	8	Full	14	8	
18	Dharampur	6644	14/6/2011	3	10	1	19				
				4	4	7	8				
					5	3	2				
					6	7	8				
					7/2	0	16				
					8	8	0				
					9	8	0				
					10/1	2	0				
					11	8	0				
					20	8	0				
					21/1	4	0				
					26	0	5				
					28	0	6				
						65	14	Full	65	14	
				4	21/2	2	18	7/12	1	14	
19	Dharampur	27282	27-12-2011	4	21/2	2	18				
						2	18	5/12	1	4	
20	Dharampur	6866	14/6/2011	11	18/1	4	5				
						4	9	1	4	9	
				11	13	8	0				
						8	0	71/160	3	11	
				4	7/1	0	10				
					29	0	7				
						0	17	207/280	0	12.5	
21	Dharampur	15029	25-08-2011	12	2	5	10				
					3/1	6	18				
					9	7	12				
					12	8	7				
						28	7	1/16	1	15	
22	Dharampur	6740	06-10-2011	12	2	5	10				
					3/1	6	18				
					9	7	12				
					12	8	7				
						28	7	13/16	23	1	
									131	16.5	
									TOTAL AREA =		16.47813

For BRAHMA BUILDWELL PVT. LTD.

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

Authorised Signatory/Director

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

For SUMEL BUILDTECH PVT. LTD. Authorised Signatory

For S.A.S. SERVIZIO PVT. LTD. Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
8. Detail of land owned by - M/s Premier Infra Developer Pvt. Ltd.											
23	Dharampur	5594	06-08-2011	5	11/1	0	8				
				6	6/2	2	15				
					14	7	0				
					15	8	0				
					16/1	0	19				
					16/2	0	9				
					17/1	7	11				
					18/1	3	0				
					23	8	0				
					25	0	8				
						38	10	Full	38	10	
									38	10	
									TOTAL AREA =		4.81250

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For SUMEL BUILDCON PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

ANNEXURE – 1B

DESCRIPTION OF SAS LAND

NAME OF THE COMPANY	EXTENT OF AREA
SUMEL BUILDTECH PRIVATE LIMITED	5.3125 Acres
SUMEL PROJECTS PRIVATE LIMITED	16.5875 Acres
SUMEL DEVELOPERS PRIVATE LIMITED	5.125 Acres
TOTAL	27.025 ACRES

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
12. Detail of land owned by - M/s Sumel Buildtech Pvt. Ltd.											
24	Dharampur	9557	07-07-2011	17	16/2	4	0				
					17/2	4	0				
					18/1	5	18				
					23/1	6	0				
					24	8	0				
					25	8	0				
				13	21/1	6	12				
						42	10	Full	42	10	
									42	10	
									TOTAL AREA =		5.31250

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.S.S. SERVIZIO PVT. LTD.
Authorised Signatory

For AVISHNA BUILDWELL PVT. LTD
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
13. Detail of land owned by - M/s Sumel Projects Pvt. Ltd.											
25	Dharampur	8669	07-07-2011	2	23	7	3				
					24	3	16				
					18/1	1	8				
					29	0	9				
					30	0	8				
				4	1	8	0				
					2	8	0				
					3	8	0				
					10/2	5	0				
						43	4	Full	43	4	
26	Dharampur	8930	01-07-2011	3	19/2	4	8				
					20/1	6	0				
					21/1/7	5	8				
					21/2/2	1	11				
					22/1	2	8				
					22/2	0	10				
				17	8/4	0	13				
					9/1	4	4				
					10/1	3	15				
						29	12	Full	29	12	
27	Dharampur	8928	01-07-2011	17	12/2	4	16				
					12/2	6	0				
					33/2	6	15				
						17	11	Full	17	11	
28	Dharampur	16706	08-09-2011	5	11/2	7	12				
					12	8	0				
					20/1	4	0				
				5	15/3	6	2				
					17/2	3	9				
					24	7	15				
					27	0	9				
				3	4	8	0				
						42	7	Full	42	7	
									132	14	
									TOTAL AREA =		16.58750

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDWELL PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For AVISHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
14. Detail of land owned by - M/s Sumel Developers Pvt. Ltd.											
29	Dharampur	8932	01-07-2011	4	22/2	4	10				
				11	2/2	3	13				
					3	8	0				
					4	7	17				
					5	7	17				
				12	1	9	4				
						41	0	Full	41	0	
									41	0	
									TOTAL AREA =		5.12500

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

ANNEXURE – 1C

DESCRIPTION OF SOPHIA LAND

NAME OF THE COMPANY	EXTENT OF AREA
SOPHIA CONSTRUCTIONS LIMITED	6.283125 Acres
TOTAL	6.283125 ACRES

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Experion Developers (International) Pvt. Ltd
Authorised Signatory/Director

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.
Director/Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Kills No.	Area		Share	Area Taken		Acres
						K	M		K	M	
11. Detail of land owned by - M/s Sophia Construction Ltd.											
30	Dharampur	9651	07-07-2011	5	4	7	7				
					5	6	16				
					6	7	8				
					7	8	0				
					13/1	4	0				
					14	8	0				
						41	11	Full	41	11	
31	Dharampur	5145	27-06-2011	22	2	5	10				
					3/1	6	18				
					8	7	12				
					12	8	7				
				4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/1	2	5				
					23/1	4	9				
					23	0	4				
				3	11	7	12				
					12	1	8				
						69	17	1/8	8	14.3	
									50	5.3	
									TOTAL AREA =		6.283125

For SUMER INFRADEVELOPERS PVT. LTD.
Director/Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL BUILDCON PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

ANNEXURE – 1D

DETAILS OF LAND CONTRIBUTION PLAN

COLOR CODE:

YELLOW	-	EDPL LAND
GREEN	-	SAS LAND
ORANGE	-	SOPHIA LAND
YELLOW WITH BLACK HATCH	-	EDPL & SOPHIA

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

Ex[illegible]al Estate Developers Pvt. Ltd.
Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For FREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

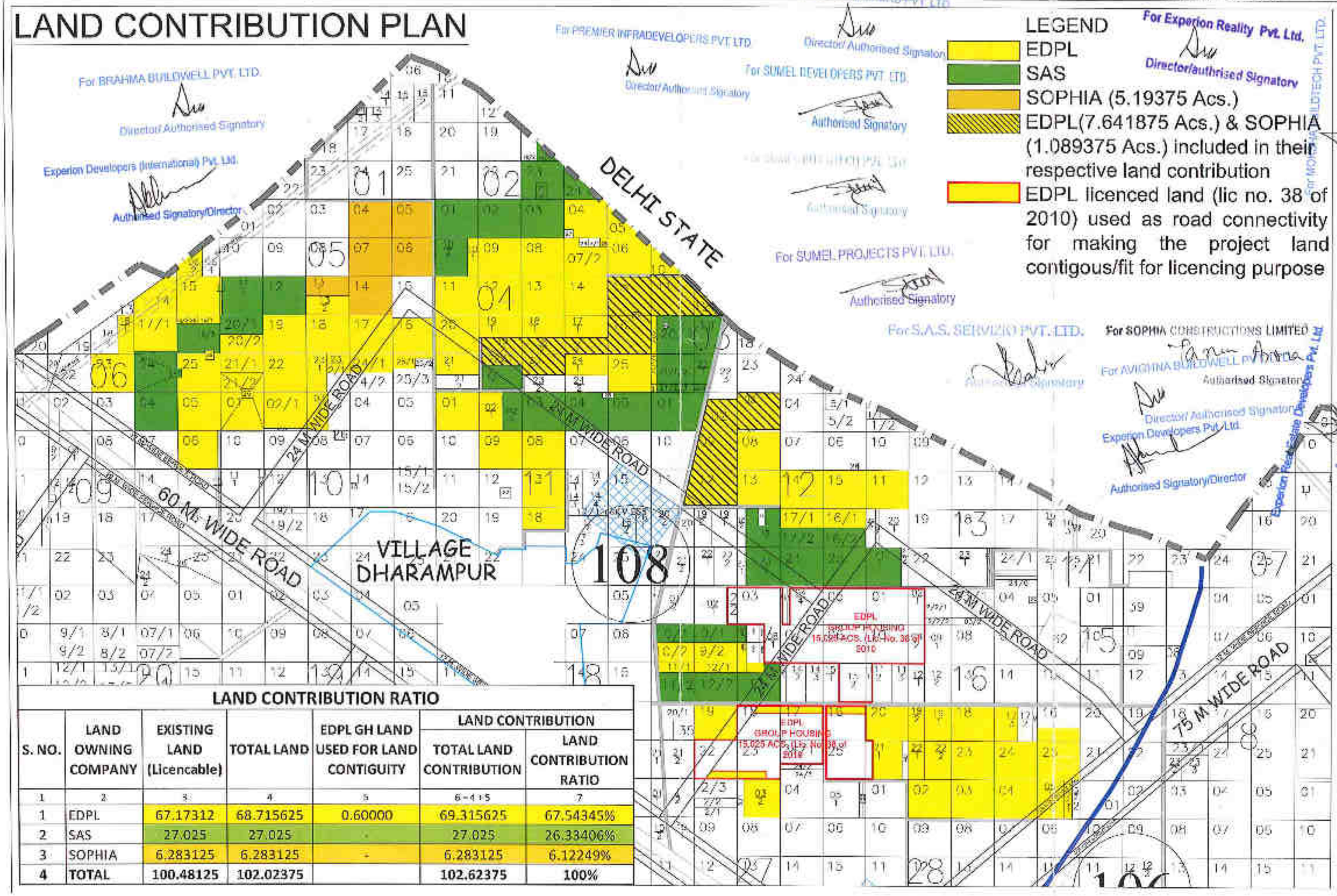
For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

ANNEXURE - 1D

LAND CONTRIBUTION PLAN



LAND CONTRIBUTION RATIO

S. NO.	LAND OWNING COMPANY	EXISTING LAND (Licencable)	TOTAL LAND	EDPL GH LAND USED FOR LAND CONTIGUITY	LAND CONTRIBUTION	
					TOTAL LAND CONTRIBUTION	LAND CONTRIBUTION RATIO
1	2	3	4	5	6=4+5	7
1	EDPL	67.17312	68.715625	0.60000	69.315625	67.54345%
2	SAS	27.025	27.025	-	27.025	26.33406%
3	SOPHIA	6.283125	6.283125	-	6.283125	6.12249%
4	TOTAL	100.48125	102.02375		102.62375	100%

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

ANNEXURE – 1E

NO OBJECTION CERTIFICATE ISSUED BY EDPL
Declaration and No Objection Certificate

I, Hirdesh Bedi, S/o Shri C. K. Bedi, Vice President & Authorised Signatory, on behalf of **Experion Reality Pvt. Ltd.** (formerly SKN Developers Pvt. Ltd), **Experion Real Estate Developers Pvt. Ltd** (formerly KNS Real Estate Developers Pvt. Ltd.). and Experion Developers Pvt. Ltd. do hereby declare the following w.r.t our licenced Group Housing colony named "108 Heights" in Sector- 108, Village Dharampur, Gurgaon, licenced vide licence No. 38 of 2010 dated 14.5.2010.

1) That in the Zoning Plan of this group housing colony as approved by Director General, Town & Country Planning, Haryana, Chandigarh. vide letter no. ZP-753/AD(RA)/2012/3106 dated 23-02-2012 and also as per the approved building plans of the same by DGTCP vide its letter no. ZP-753/JD(BS)/2012/18512 dt.18.9.2012, following road connectivities have been shown for facilitating contiguity of land pockets of Existing Land for the proposed new residential plotted township for which the licence application is being prepared for submission to DGTCP. Such land pockets are located on either sides of its already licenced group housing colony vide licence no. 38 of 2010 dt. 14.5.2010: -

   a) Widening of existing 6.70 m wide revenue raasta no. 45 to 15m wide road by merging 8.30m wide and 170m long licenced land strip passing through Khasra no. 17//16, 17 & 18 (location marked in **Annexure-1D**).
   b) Carving out 12m wide road in south of khasra no.17//2 and 23 (location marked in **Annexure-1D**)

2) That both the above mentioned roads i.e 15 mt (including villag raasta) and 12 mt will be public road and will never be blocked for traffic and services passage on through these roads in future.
3) That, the company has no objection for use of these roads for the purpose of grant of License by the office of DGTCP on the applied lands by the developer for residential plotted colony.

For Experion Developers Pvt. Ltd.; **Experion Reality Pvt. Ltd.** (formerly SKN Developers Pvt. Ltd) and **Experion Real Estate Developers Pvt. Ltd** (formerly KNS Real Estate Developers Pvt. Ltd.)

(Authorized signatory)

For Experion Reality Pvt. Ltd. Director/authrised Signatory

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For AVIGHNA BUILDWELL PVT. LTD. Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Authorised Signatory

For MARCON DEVELOPERS PVT. LTD. Director/Authorised Signatory

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

ANNEXURE 1F

PLOTS ALLOCATION PLAN

COLOR CODE:

WHITE	-	EDPL PLOTS
GREEN	–	SAS PLOTS
ORANGE	-	SOPHIA PLOTS

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

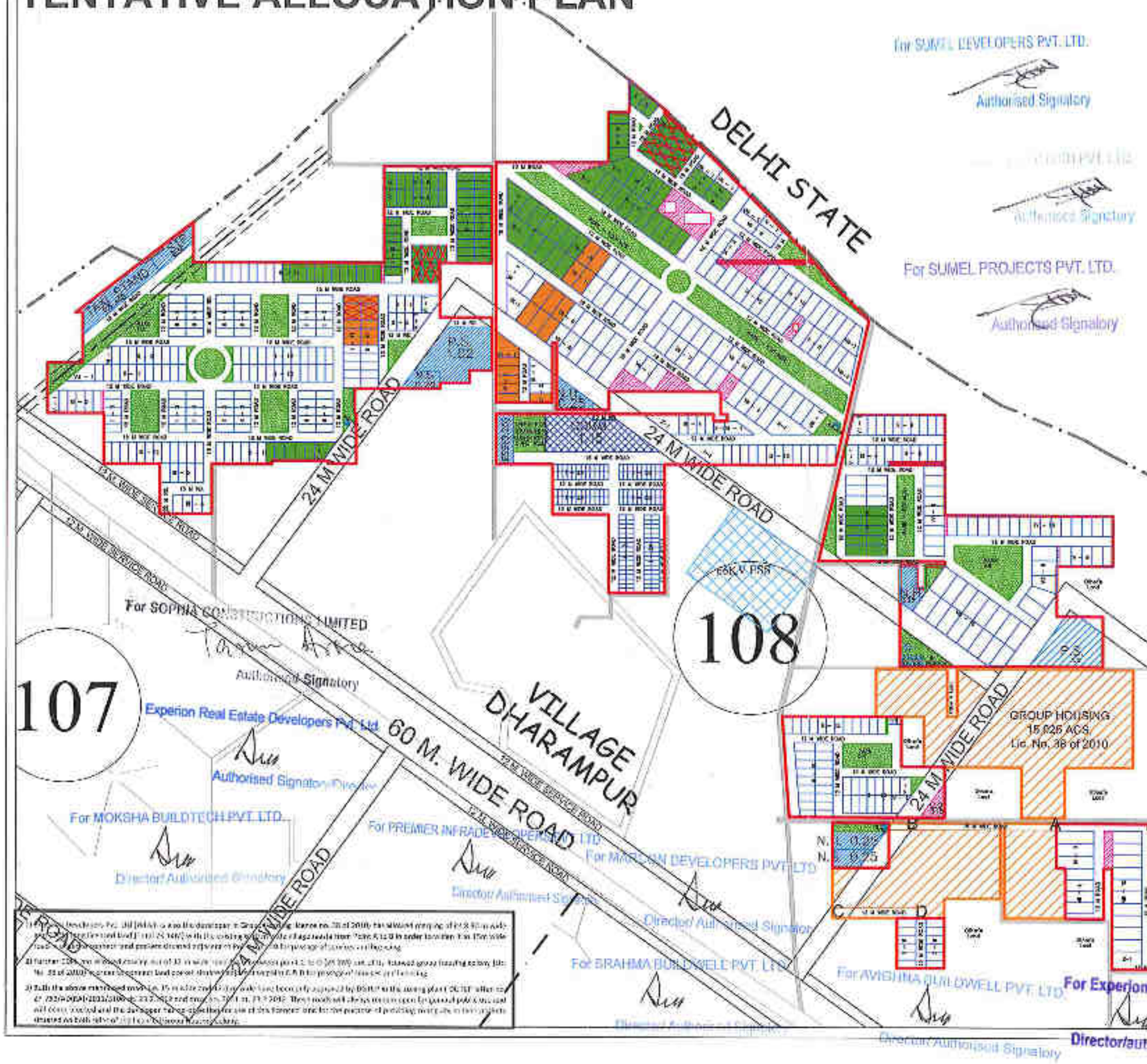
Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

ANNEXURE - 1F

TENTATIVE ALLOCATION PLAN

For SAS SERVIZIO PVT. LTD



1) TENTATIVE RESIDENTIAL PLOT ALLOCATION

PLOT TYPE		TOTAL		EDPL Saleable Area		SAS Saleable Area*		SOPHIA Saleable Area	
CATEGORY	AREA OF PLOT (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)
I	50	350	7000	350	7000	0	0	0	0
II	200	140	28000	101	20600	38	10080	14	4920
III	270	87	23490	77	20790	10	2700	0	0
IV	300	57	17100	39	11700	18	5400	0	0
V	350	19	6650	8	2800	15	5250	0	0
VI	400	46	18400	31	12400	15	6000	0	0
VII	450	84	37800	63	28350	11	4950	10	4500
VIII	500	60	31500	43	22500	14	7350	3	1500
IX	600	8	4800	5	3000	3	1800	0	0
X	700	6	4200	4	2800	2	1400	0	0
XI	920	2	1840	1	920	1	920	0	0
TOTAL PLOT/AREA		785	206240	615	156600	108	45370	31	10920
ALLOCATED PLOT AREA AS PER LAYOUT PLAN (Sq. Yds.)		245003		180046		54203 **		12434	
ALLOCATED PLOT AREA AS PER AGREEMENT (Sq. Yds.)		244663		180054		(27.025 X 1975)+825 = 54199 ‡		6.283125 X 1975 = 12450	

*Including 825 Sq. Yds. additional residential plot area

2) **Tentative Retained Area as per Clause 2.4 of Collaboration Agreement dtd.....**

SAS @240 Sq. Yds. X 27.025 Acs. = 6486 Sq. Yds (5450 Sq. Mts.)

Sophia@240 Sq. Yds. X 6.283125 Acs. = 1508 Sq. Yds. (1261 Sq. Mts.)

The retained plots have been shown with cross sign X on respective allocations

3) As per Clause 2.15 of SAS - EDPL agreement, SAS is entitled to 32% of non-residential saleable area (including permissible FAR) of the project.

4) IMPORTANT NOTE:

1) The plot allocation is indicative only and not for sales purposes.
2) The plot allocation & retained area as per this layout plan is tentative and subject to change as per the final approved demarcation / zoning plan.
3) The exact plot dimensions/area will be known only after the approval of demarcation/zoning plan and at that time allocated no./Area of plots to each party may change.
4) The plot allocation/ retained area after the final approval of demarcation / zoning plan will be as per the existing natural contours and proposed shape as per the site boundaries.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456014

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDWELL PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/Authorised Signatory

For MAGNUM BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For BRAHMA CONSTRUCTIONS LIMITED
Authorised Signatory

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("AGREEMENT") is made at Gurgaon, Haryana on this 1st day of October, 2012

BY AND BETWEEN:

EXPERION DEVELOPERS PRIVATE LIMITED (formerly Gold Developers Private Limited), a company incorporated under the Companies Act, 1956 having its corporate office at First India Place, 1st Floor, Block "B" Sushant Lok – 1, Mehrauli-Gurgaon Road, Gurgaon, Haryana-122 002 and herein represented by Mr. Arvind Lamba duly authorized to enter into this Agreement vide board resolution dated 05.10.2012 (hereinafter referred to as "**EDPL**" or "**Developer**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

Expansion Developer pvt Ltd
Gurgaon

299

31855

प्रलेख नः 18922 दिनांक 07/11/2012

डीड सबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील गुड़गांव गांव/शहर धनपुर

भवन का विवरण

भूमि का विवरण

धन सबंधी विवरण

राशि 0.00 रुपये कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये रजिस्ट्रेशन फीस की राशि 0.00 रुपये पेस्टिंग शुल्क 2.00 रुपये

रुपये

Drafted By: N.S.Dhariwal, Adv.

यह प्रलेख आज दिनांक 07/11/2012 दिन बुधवार समय 4:50:00PM बजे श्री/श्रीमती/कुमारी Sophia Constructions Ltd पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी F-60, Malhotra Building, Connaught Place, New Delhi-110001 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री Sophia Constructions Ltd. thru Tarun Arora(OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Arvind Lamba पेशकर्ता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि पेशकर्ता ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N.S.Dhariwal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 07/11/2012

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

EXPERION DEVELOPERS (INTERNATIONAL) PRIVATE LIMITED (formerly Gold Developers (International) Private Limited), a company incorporated under the Companies Act, 1956 having its corporate office at First India Place, 1st Floor, Block "B" Sushant Lok – 1, Mehrauli – Gurgaon Road, Gurgaon, Haryana-122002 and herein represented by Mr. Arvind Lambaduly authorized to enter into this Agreement vide board resolution dated 05.10.2012, (hereinafter referred to as "**EDIPL**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

AND

EXPERION REALITY PRIVATE LIMITED (formerly S. K. N. Developers Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075 and herein represented by Mr. **Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-1**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

AND

EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED (formerly K. N. S. Real Estate Developers Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 30.5.2012, (hereinafter referred to as "**LC-2**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

AND

AVIGHNA BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-3**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authorised Signatory

AND

BRAHMA BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1,

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

Experion Developers Pvt. Ltd. Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD. Authorised Signatory

पेशकर्ता

दावेदार

गवाह

दावेदार

उप /संयुक्त रजिस्ट्रेशन अधिकारी

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-4**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

MARCON DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-5**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

MOKSHA BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-6**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

PREMIER INFRA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 and herein represented **Mr. Suneet Puri** duly authorized to enter into this Agreement vide board resolution dated 18.6.2012, (hereinafter referred to as "**LC-7**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

SAS SERVIZIO PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001 and herein represented **Mr. Sundeep Kalsi** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "**SAS**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

For Experion Reality Pvt. Ltd. Director/authorised Signatory

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

Experion Developers Pvt. Ltd. Authorised Signatory/Director

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

For S.A.S. SERVIZIO PVT. LTD. Authorised Signatory

Reg. No.	Reg. Year	Book No.
18,922	2012-2013	1

पेशकर्ता	Tarun Arora
दावेदार	Arvind Lumba
दावेदार	
दावेदार	
दावेदार	thru:- Suneet Puri
दावेदार	
दावेदार	
दावेदार	
दावेदार	
दावेदार	

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

SUMEL BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001 and herein represented **Mr. Sunil Dobhal** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "**LS - 1**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns)

AND

SUMEL PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001 and herein represented **Mr. Sunil Dobhal** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "**LS–2**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns)

AND

SUMEL DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001 and herein represented **Mr. Sunil Dobhal** duly authorized to enter into this Agreement vide board resolution dated 15.10.2012, (hereinafter referred to as "**LS - 3**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns)

WITH

SOPHIA CONSTRUCTIONS LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at F-60, Malhotra Building, Connaught Place, New Delhi – 110001 and herein represented by its representative **Mr. Tarun Arora** duly authorized to enter into this Agreement vide board resolution dated 22.08.2012, (hereinafter referred to as "**Sophia**" which expression shall, unless it be repugnant to the subject, meaning or context thereof mean and shall be deemed to mean and include its successors-in-interest and permitted assigns);

EDPL, EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6, LC-7, SAS, LS -1, LS -2, LS -3 and **Sophia** are collectively referred to as "**Parties**" and individually as "**Party**".

Capitalized words and expressions as used herein shall carry the meanings as ascribed to them in the absence of which all such words and expressions shall carry

For SOPHIA CONSTRUCTIONS LIMITED
Tarun Arora
Authorised Signatory

Expansion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For MARGON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

Expansion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

Expansion Developers (International) Pvt. Ltd. Authorised Signatory/Director

Propertied Realty Pvt. Ltd. Director/authorised Signatory

Reg. No.	Reg. Year	Book No.
18,922	2012-2013	1

दावेदार	thru:- Sandeep Kalsi	
दावेदार	thru:- Sunil Dobhal	
दावेदार		
दावेदार		
गवाह	N.S.Dhariwal	
गवाह	C.L.Arora	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 18,922 आज दिनांक 07/11/2012 को बही नः 1 जिल्द नः 13,018 के पृष्ठ नः 120 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 2,495 के पृष्ठ संख्या 89 से 90 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 07/11/2012

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

their ordinary meanings as are congruent and consistent with the manifest intent and purpose of this Agreement and not otherwise.

WHEREAS

A. LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and LC-7 own and have vacant and peaceful possession of separate pieces and parcels of lands in the revenue estate of village Dharampur at Sector 108, Gurgaon, Haryana, with an aggregate area admeasuring approximately **69.315625** acres, as more specifically described and detailed in **ANNEXURE 1A** attached herewith and shown in yellow color in the Land Contribution Ratio Plan attached herewith as **ANNEXURE 1D** (the "**EDPL Land**") in respect of which the entire development rights shall vest entirely and absolutely with EDPL immediately on such development rights coming into existence pursuant to issue of the License (*as hereinafter defined*) for development of the Project as hereinafter defined by EDPL upon the Existing Land (as hereinafter defined).

B. LS -1, LS -2 and LS -3 own and have vacant and peaceful possession of separate pieces and parcels of lands situated in the revenue estate of village Dharampur at Sector 108, Gurgaon, Haryana with an aggregate area admeasuring approximately **27.025** acres as detailed in **ANNEXURE 1B** attached hereto and shown in green color in Land Contribution Ratio Plan attached herewith as **ANNEXURE 1D** (the "**SAS Land**") in respect of which the irrevocable and assignable development rights shall vest completely, entirely and absolutely with Developer immediately upon issue of the License for development of the Project on the Existing Land, and which development rights have been agreed to be assigned by SAS, LS-1, LS-2 and LS-3 irrevocably to the Developer as part of the agreement signed and executed between the Developer and SAS for the SAS Land being the "**SAS Agreement**".

C. Sophia owns and has vacant and peaceful possession of a separate parcels of land situate in the revenue estate of Village Dharampur at Sector 108, Gurgaon, Haryana admeasuring an area of approximately **6.283125** acres as detailed in **ANNEXURE 1C** attached hereto and shown in orange color in the Land Contribution Ratio Plan as attached hereto as **ANNEXURE 1D** and separately labeled for it the "**Sophia Land**". Out of this Sophia Land, 5.19375 acres is its full share land. The balance 1.089375 acres are shared land pockets of a bigger Khasra, co-owned by and between EDPL and Sophia and are shown in Yellow color with black hash in the Land Contribution Ratio Plan. Sophia has agreed that immediately upon the issue of the License by the

DGTCP, the development rights with respect to the entire Sophia Land shall, pursuant to this Agreement, vest entirely and absolutely with the Developer and shall be irrevocable and assignable .

D. SAS Land (**27.025** acres), EDPL Land (**69.315625** acres) and Sophia Land (**6.283125** acres) aggregate to a total area admeasuring **102.62375** acres (hereinafter collectively referred to as "**Total Land**"). In order to facilitate contiguity of the various lands, EDPL and both LC-1 and LC-2 have agreed to give an irrevocable No Objection Certificate (as per **Annexure 1E** attached hereto) to provide a passage of 15 mts / 12 mts from the licensed land of their group housing colony approved vide license no. 38 of 2010 dtd. 14.5.2010. The Parties desire to develop an integrated residential plotted township on the land area admeasuring approximately **100.48125** acres ("**Existing Land**") out of the Total Land. The Existing Land is eligible for obtaining the License for such integrated residential plotted township. The Parties authorize that EDPL shall be and act as the Developer of the Existing Land for the Project and to apply to the Director-General, Town and Country Planning, Government of Haryana ("**DGTCP**") for issuance of permission/license ("**License**") and other relevant Government Authorities for required Approvals as hereinafter defined for the development of an integrated residential plotted township on the Existing Land (hereinafter referred to as the "**Project**"). Accordingly, Sophia, along with others, has agreed to nominate the Developer as the Developer for the Project. The Parties agree that the entire development rights in respect of the Existing Land shall come to vest absolutely and entirely with the Developer immediately upon issue of the License without there being any need for any separate agreement for the grant of such development rights in favor of the Developer.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AS ARE -HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEIR RESPECTIVE COVENANTS AS UNDER.

ARTICLE 1 : GRANT OF DEVELOPMENT RIGHTS

1.1 Sophia hereby agrees to contribute the entire Sophia Land to be included in the Total Land for the Project and grant the right to the Developer to develop the Project on the Existing Land as per the terms of this Agreement. To this end, Sophia hereby agrees subject to the terms as herein contained, to vest and to keep vested for development with the Developer the said Sophia Land and to transfer and assign the development rights in favor of Developer immediately on issue of License and the Project shall be constructed and

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developed subject to the terms of the License and the grant of requisite permissions, sanctions, clearances and approvals in accordance with bye-laws and Applicable Laws for the Project ("**Approvals**"). The Developer may, at its discretion, subject to terms contained in this Agreement further assign/ delegate any or all of the rights, obligations and duties under this Agreement to EDIPL, LC-1, LC-2, LC-3, LC- 4, LC-5, LC-6 and/or LC-7 under written intimation to Sophia without any objection from Sophia.

1.2 For the avoidance of doubt, it is clarified that such development rights shall include, but not be limited to, the right to:-

a) enter upon the Sophia Land or any part thereof for the purpose of developing the Project;

b) exercise exclusive marketing and branding rights in respect of the Project;

c) undertake designing, financing, developing and construction of the Project and appoint, employ or otherwise engage architects, surveyors, engineers, contractors, sub-contractors, advocates / law firms, labour, workmen, personnel (skilled and unskilled) or other persons for the purposes of the Project;

d) make payments and/ or receive the refund of all deposits paid, or other charges to and from all public or governmental authorities or public or private utilities relating to the development of the Sophia Land paid by the Developer;

e) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under Applicable Laws, any governmental authority / body in relation to the Project as may be necessary for the full, free, uninterrupted development of the Sophia Land;

f) raise finances for development of the Project in any legally permissible way, as may be required, including creation of security on EDPL Land only and to the exclusion of the Sophia Land;

g) generally do any and all other acts, deeds and things that may be required for the exercise of the development rights and the development of the Project.

1.3 Pursuant to the above, the proportion of Sophia Land in the Total Land shall be as follows:-

Sophia Land: 6.283125 Acres: 6.12249% of the Total Land (102.62375 acres) (referred to as the "**Sophia Land Contribution Ratio**").

For BCPWA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVEIO PVT. LTD.
Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory | For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory | For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

1.4 Subject to the terms herein contained the Developer shall be responsible for preparing applications and all other documents required for obtaining necessary Approvals for the development of the Project and pursue and obtain the same. EDPL shall be responsible for arranging/ extending the bank guarantee(s) required towards external development charges ("**EDC**") and internal development works ("**IDW**") respectively, payable under the License and to do all other compliances required under the Approvals for the implementation of the Project. However it is mutually agreed between EDPL and Sophia that EDPL alone shall be responsible for compliance and payment of IDW as per the norms of the competent authority(ies) including opening of and operation of a bank account ('**Project Account**') and maintenance of the funds therein as per directives of the DGTCP in this regard.

1.5 Sophia hereby agrees that subject to the terms as contained herein, immediately upon the development rights arising in respect of the Sophia Land pursuant to issue of License to develop the Project on the Existing Land, such development rights shall, without requirement of any further act, deed or agreement, come to and remain vested exclusively in favor of the Developer pursuant to the arrangements set out in Article 1.1 above and the Developer hereby agrees to accept from Sophia, such exclusive development rights to develop the Sophia Land as part of the Project, at the Developer's cost.

1.6 Each Party hereto (other than the Developer) hereby agrees that on and from the date of filing of the application for the License for the development of the Project, the Developer shall be entitled, without requirement of any further act, deed or agreement, to enter upon and possess the Sophia Land for purposes of conducting surveys, due diligence and for drawing up all relevant plans for the development of the Project. The Parties expressly agree that this Agreement shall be deemed to grant to the Developer, from the date of issue of the License for the development of the Project, an exclusive license and permission to use the Sophia Land for the development. The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act, 1882 and/or such other Applicable Laws of the time being in force, nor shall anything herein contained be construed as sale or conveyance of the Sophia Land, or part thereof, in favor of the Developer.

1.7 The Developer may subcontract and/or engage contractors and other service providers to enter upon the Sophia Land for purposes of the Project and to enter into arrangements with other parties of its choice for development of the Project, provided that the Developer alone shall continue to remain primarily liable to the statutory authorities as the Developer of the Project and shall be liable to Sophia for any acts of commission or omission on the part any of

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such contractors and service providers and any of EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and/or LC-7 if the Developer delegates/assigns its rights, obligations and duties under this Agreement as per clause 1.1 above.

1.2 Each of the Parties hereby agrees and acknowledges that the Sophia Land, SAS Land and EDPL Land are being contributed for the Project, as set out in the Recitals to this Agreement and the SAS Agreement. The Parties further agree and acknowledge that the Developer's obligations in relation to the Project in accordance with the Applicable Laws and Approvals are subject to the vesting of development rights over the SAS Land, Sophia Land and EDPL Land in favor of the Developer under this and the SAS Agreements and the Developer shall not be liable for any default or delay on the part of the Developer in performing any of its obligations hereunder, which is caused, in part or full, by any default or delay either by Sophia and/or SAS in the performance of their respective obligations and representations under this and the SAS Agreements.

ARTICLE 2 : CONSIDERATION

2.1 In consideration of the development rights granted by Sophia to the Developer pursuant to the terms of this Agreement and other arrangements that may be entered into between Sophia and the Developer for purposes of this Agreement, the Developer hereby agrees that Sophia shall, subject to Clauses 2.3 & 2.4 herein, be entitled to **1975** (One Thousand Nine Hundred and Seventy Five) square yards of residential plotted area, in the form of developed residential plots of various sizes and dimensions in the Saleable Area (with the Saleable Area being as defined under Article 2.14 hereunder), for every acre of Sophia Land ("**Sophia Saleable Area**"), in accordance with this Agreement, free of all development costs except as provided as per Clauses 2.3 and 2.4 below. Sophia can, subject to the terms of this Agreement, book, re-allot and/or otherwise deal with in any manner, the Sophia Saleable Area, without any obstructions or hindrance from the other Parties, by entering into contracts, with other third parties and assign rights and entitlements, in respect of such Sophia Saleable Area subject to Clause 2.3 and 2.4, and receive the sale proceeds from such sale, as per the terms of this Agreement, License, Approvals and Applicable Laws. It is hereby expressly agreed that Sophia shall ensure that Sophia and/or its allottees / nominees bear the entire responsibility and liability in relation to legal compliances, stamp duties and registration fee for the entire Sophia Saleable Area. Notwithstanding anything contained in this Agreement, it is provided that no conveyance deed of plot(s), in any manner, within the Sophia Saleable Area shall be consummated until the development of the residential plots being sold is complete and Sophia has paid the Sophia Statutory Charges as per

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For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

Clause 2.3 of this Agreement. Each of the Parties agrees and acknowledges that SAS is entitled to certain portion of the total Saleable Area ("SAS Saleable Area") pursuant to the SAS Agreement, and SAS shall have similar rights to alienate the SAS Saleable Area in accordance with the SAS Agreement and receive proceeds in relation thereto without any obstruction or hindrance from the other of the Parties. It is hereby declared and agreed that the first two transfers of the Sophia Saleable Area shall be free of any transfer charges but if there are any statutory levies, taxes etc. payable for the same, they shall be borne by Sophia/ Sophia's Allottee(s).

2.2 Sophia acknowledges that in consideration of the development of the Project and other obligations undertaken by the Developer under this Agreement, the Developer shall be entitled to retain the right to sell, transfer, allot, book and/or otherwise deal with in any manner the remaining portion of such Saleable Area that is available in the Project other than the aggregate of the SAS Saleable Area and the Sophia Saleable Area including all non-residential saleable areas in the Project (hereinafter "**EDPL Saleable Area**") without any obstruction, let or hindrance from Sophia or SAS, LS-1, LS-2 and LS-3 by entering into any contracts, agreements, collaboration arrangements with other third parties and assign / transfer rights and entitlements in respect of such EDPL Saleable Area and receive the sale proceeds from such sale/transfer/assignment in accordance with this and the SAS Agreement and transfer without any hindrance, objection or claim from Sophia or SAS. Sophia shall be permitted to sell the Sophia Saleable Area in terms of this Agreement.

2.3 Sophia shall bear and discharge the entire liability in relation to External Development Charges ("EDC") and Infrastructure Development Charges ("IDC") charges on the Sophia Saleable Area and all taxes levied or which may be levied in the future, levies or statutory charges including enhancements of EDC and IDC charges retrospectively or prospectively payable to governmental authorities including infrastructure augmentation charges on, in relation to, or attributable to, the Sophia Saleable Area ("**Sophia Statutory Charges**"). Such payments shall be made by Sophia within 30 (Thirty) days of demand notice issued by the Developer ("**Due Date**"). The Sophia Statutory Charges as demanded by the Developer shall be as per the norms of the Director-General, Town and Country Planning, Government of Haryana and as per any other Statutory and Government bodies and shall be apportioned in proportion to the Sophia Saleable Area.

2.4 Notwithstanding anything contained in this Agreement, Sophia hereby confirms and agrees that out of the Sophia Saleable Area, an area of 240 (Two Hundred and Forty) square yards of residential plotted area for every acre of licensed and zoned Sophia Land contributed for the Project out of every 1975

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square yards of residential plotted area of the Sophia Saleable Area **("Retained Area")** shall be retained by the Developer and allocated to Sophia only after Sophia has fully paid the Sophia Statutory Charges and other applicable dues payable in relation to Sophia Saleable Area in accordance with the terms of this Agreement. The Retained Area will remain as security with the Developer to meet its obligations towards the Sophia Statutory Charges and applicable dues in case Sophia defaults or otherwise declines or delays payment of the Sophia Statutory Charges and dues. 10% (ten percent) of such Retained Area shall be released by the Developer proportionately and allotment letter for each of such release shall be issued by the Developer upon every receipt of 10% (ten percent) of the Sophia Statutory Charges.

2.5 In the event of any default and/or delay by Sophia in the payment of the Sophia Statutory Charges (or any part thereof) or any other dues payable in relation to the Sophia Saleable Area in accordance with the terms of this Agreement, Sophia shall be liable to pay interest on such sum at the annual compounded rate of 18% (eighteen per cent) per annum from the Due Date until the date of receipt of such payment. Further, Sophia agrees that the Developer shall adjust all the amounts received from Sophia first towards interest on payments overdue from Sophia and only thereafter towards the payments overdue of the Sophia Statutory Charges or any other outstanding demand payable by Sophia to the Developer and finally, the remaining balance, if any, shall be adjusted towards the dues in respect of the Sophia Statutory Charges or other demand payable by Sophia for which the payment is made by Sophia to the Developer under a written intimation to Sophia.

2.6 In case Sophia fails to pay the Sophia Statutory Charges as per demands of the Developer within the period of 60 (Sixty) days from the Due Date of such payment demanded by the Developer, then without prejudice to other rights of the Developer, the proportionate area from the Retained Area per every licensed and zoned acre of Sophia Land calculated on the basis of sale price ("**Reduced Area**") shall be reduced from the Retained Area against the overdue Sophia Statutory Charges including interest thereon and a saleable plot out of the Sophia Saleable Area that is equal to the sum of several such Reduced Area or several of such saleable residential plots, can be sold/allotted by the Developer to any third party to recover its unpaid/outstanding dues from Sophia. However, before disposing of the residential saleable plot(s) of such Reduced Area, the Developer will first give prior written notice of 30 (Thirty) days mentioning the sale price at which the proportionate area of the Retained Area shall be sold/allotted if the payment of the outstanding Sophia Statutory Charges is not made within such 30 days. It is hereby agreed between the Parties that any difference between the overdue amounts of the dues from Sophia and amount realized from such sale will be payable/adjustable in future dues of Sophia Statutory Charges as the case may

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Authorised Signatory/Director

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be. In this eventuality, Sophia shall not raise any claim, interest or dispute of any nature whatsoever against the Developer or any third party to whom such Retained Area or any part thereof is sold/allotted by the Developer including any right or claim to such Retained Area or the amount recovered by the Developer from the sale/allotment thereof.

2.7 Sophia hereby agrees that it will ensure that the Sophia Statutory Charges are paid as demanded by the Developer in terms of this Agreement. However, subject to this Agreement, in case any liability in relation to Sophia Statutory Charges is not discharged, Sophia shall be entitled to conclude possession and conveyance deeds only in respect of only those residential plots within the Sophia Saleable Area in respect of which the full payment of the Sophia Statutory Charges has been made by Sophia or by its nominees/allottees to the Developer.

2.8 Notwithstanding anything contained in this Agreement, it is hereby agreed that Sophia shall make the payment of first installment of 10% of the EDC and IDC component of the total Sophia Statutory Charges within 30 days of the allotment of Sophia Saleable Area less Retained Area through allotment letters as per the terms of this Agreement.

2.9 The allotment letters for the Sophia Saleable Area less the Retained Area shall be issued as per this Agreement to Sophia by the Developer simultaneously with Sophia issuing the irrevocable General Power of Attorney (within 7 (seven) days of issue of the intimation to Sophia by the Developer regarding issue of the License required by the Developer for the sale of such part of the Saleable Area that falls within the Sophia Land.

2.10 The Developer undertakes to commence development of the Project on issue of the License for the Project and after obtaining the Approvals. However, the Developer will not effect any allotment of the Retained Area to Sophia unless the Sophia Statutory Charges and other dues receivable from Sophia are received or are otherwise realized by the Developer in terms of this Agreement.

2.11 SAS, EDPL and Sophia have mutually agreed upon and in testimony thereof have subscribed their respective signatures on the allocation plan which identifies the respective tentative plot allocation plan of the Parties in the Project, the Saleable Area, the Retained Area and common areas of the Project ("**Allocation Plan**") annexed to this Agreement as **Annexure 1F**. The Allocation Plan may be amended to the limited extent and if required due to changes to the layout plan of the Project caused by any statutory / regulatory / governmental authority or as may be required in the best interest of the development of the Project by the Developer. In the event the Allocation Plan is required to be amended, the Parties agree to proportionately adjust the EDPL Saleable Area and the Sophia Saleable Area and SAS Saleable Area to

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For Sophia Realty Pvt. Ltd. Director/authrised Signatory
For SOPHIA CONSTRUCTIONS LIMITED Authorised signatory
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ensure that the commercial understanding relating to the division of the Saleable Area between them remains unaltered to the maximum extent possible, taking into account the size and location of the residential plots. Sophia shall however, irrespective of any such change in the Allocation Plan shall always be entitled to 1975 sq. yards of developed residential plotted area in the form of developed residential plots of various sizes and dimensions, for every acre of Sophia Land except if such change in the Allocation Plan occurs due to any deficiency in the Sophia Land in which case, the Sophia Saleable Area shall be reduced proportionately.

2.12 Any sale, allotment, booking or transfer of Sophia Saleable Area shall be governed by the provisions of this Agreement.

2.13 The Parties agree that the common areas and facilities and other common services and infrastructure of the Project on the entire Existing Land, as demarcated in the layout plan / zoning plan/ services plan shall be for the common use by the Parties and their nominees/ allottees at proportionate and equitable sharing of maintenance charges and expenses for the upkeep and maintenance of the entire Project.

2.14 Saleable Area of the Project: For the purposes of this Agreement, the term Saleable Area shall mean such components of the developed Project viz. plots developed in the residential area and any other saleable area of the Project.

ARTICLE 3 : DEVELOPMENT

3.1 **Development Plan** : The Developer will implement the Project in accordance with the Approvals and License within 4 (Four) years from the date of receiving of all the Approvals for commencement of development of the Project from the competent authorities, as provided under the Applicable Laws and subject to the terms of this Agreement and the cooperation and compliance by Sophia and SAS, and shall handover possession of the developed residential plots falling in the Sophia Saleable Area to Sophia within the said period, subject always to the provisions with respect to the Retained Area and payment of the Sophia Statutory Charges and execution of the conveyance deeds on payment of stamp duty and registration expenses by Sophia. Provided that the Developer shall not be liable for any delays on account of force majeure events including acts of god, fire, earthquake, landslide, subsidence, floods and inundation, government action, change in statute, riots, war (whether war be declared or not), mutiny, rebellion, civil commotion, revolution, court order, any act of terrorism, etc.).

3.2 **License & Approvals**

a) The Developer will apply for the License as per the statutory requirements on behalf of Sophia and Sophia shall provide necessary

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documents/ records and inputs/ information as requested by the Developer.

b) The Developer shall be responsible for the compliance of all terms and conditions of permissions / provisions of the Haryana Development and Regulation of Urban Area Act of 1975 & the Haryana Development and Regulation of Urban Area Rules of 1976 till the grant of final completion certificate of the Project unless relieved of the responsibility by the DGTCP, Haryana, whichever is earlier.

c) Subject to the terms of this Agreement and the General Power of Attorney given by Sophia upon execution hereof and the terms herein contained, this Agreement shall be irrevocable and no modification / alteration etc. in the terms and conditions of this Agreement can be undertaken by any Party except by written mutual consent of the Parties after obtaining such approval as may be granted by the DGTCP, Haryana for such purposes. However, such written consent shall not be required at any time from SAS, LS-1, LS-2 and LS-3 in case the Developer and Sophia mutually agree in writing to amend, change or modify the Sophia Saleable Area and/or the EDPL Saleable Area, at any time from execution hereof (*by any addendum to this Agreement*). SAS, LS-1, LS-2 and LS-3 hereby unconditionally and without any qualification consent to the same and hereby accept any of such amendment(s), change(s) or modification(s) without any obstruction, let, hindrance or protest.

3.3 **Development of the Project** : The Developer shall ensure that development of the Project shall be carried out in terms of this Agreement and in compliance with the License, Approvals, approved layout plans and Applicable Laws.

3.4 The maintenance of the common areas and facilities under the Existing Land including operation and maintenance services required for the Project shall be carried out by such agency or person as may be nominated by EDPL till the time that such common areas and facilities are required to be handed over to a resident welfare association formed under Applicable Laws. A separate maintenance agreement will be entered into between the Developer and allottees/buyers in the Project and the nominated maintenance agency/ person appointed for maintenance of the Project.

3.5 For the fulfillment of obligations of the License, each of the Parties (other than the Developer) agrees to allow the Developer and/or any of, EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and LC-7 (as per clause 1.1 above) unrestricted access to the Sophia Land for the development of the Project and to vest in the Developer and/or any of EDIPL, LC-1, LC-2, LC -3, LC- 4, LC-5, LC-6 and LC-7 (as per clause 1.1 above) all such powers and authorities that are deemed necessary or desirable for the development of the Project.

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3.6 It is specifically agreed by Sophia that it will provide all necessary assistance, information, reports, documentations, copies of antecedent title documents and original land title documents for the purpose of the License and Approvals, records, authority and requisite Power of Attorney in a time bound manner to the Developer to enable the Developer develop the Project in accordance with this Agreement, effective use and enjoyment of the entire Sophia Land and to comply with the conditions of the License and Approvals as and when required as per statutory provisions. The said Power of Attorney is being executed by Sophia in favor of the Developer simultaneous to the execution of this Agreement so as to give effect to this Agreement.

3.7 The Developer shall have the right to develop the Project and deal with the developed Project, subject to the terms of the License, Applicable Laws and the terms and conditions of this and SAS Agreements and Approvals granted in relation to the Project and do such other acts, deeds and things that it deems fit for purposes of the Project.

ARTICLE 4 : MARKETING & PROMOTION

4.1 The Parties agree that the Developer shall have exclusive branding and promotion rights to the Project, provided that Sophia may sell the Sophia Saleable Area under its own separate brand at its own cost and expense. However, Sophia agrees to grant branding and promotion rights for its allotment to the Developer. The Developer will not make direct or indirect representation with regard to the Sophia brand in the branding, marketing and promotion of the Project without Sophia's consent. The Developer will be free to use Sophia's name for the purpose of obtaining the Letter of Intent/License from the DGTCP for the Project on the Existing Land and for all other Approvals, for statutory/regulatory purposes and for any necessary disclosures and compliance with the Applicable Laws and/ or by any statutory/competent authority.

ARTICLE 5 : SALE OF 'SALEABLE AREA' OF PROJECT

5.1 Simultaneously, upon execution of this Agreement, Sophia shall execute the requisite General Power of Attorney for enabling the Developer to apply for and obtain the License and Approvals for the Project on the Existing Land and to develop and construct the Project in accordance with the terms hereof. Sophia further undertakes that upon issue of the License, it shall in terms of Clause 2.9 hereinabove, issue another General Power of Attorney in relation to the Sophia Land in favor of EDPL and/or any of its assignees/nominees in terms of this Agreement facilitating and authorizing any of them to deal, allot and /or sell the Sophia Land falling anywhere in the Saleable Area of the

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For Experion Reality (India) Pvt. Ltd. Director/authrised Signatory

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Project in accordance with the SAS Agreement and this Agreement. The Parties hereby confirm and agree that no sale/ conveyance deed of plot(s) shall be consummated until the development of the residential plots in the Project is complete and the authority to consummate the conveyance of any residential plots granted vide the aforementioned power of attorney shall be effective only upon the completion of development of such residential plots. The Parties, as the case may be, hereby acknowledge that such powers of attorney shall be granted for consideration, the receipt and sufficiency of which is hereby acknowledged and to this intent and purpose, shall be in accordance with Section 202 of the Indian Contract Act, 1872.

5.2 Each of EDPL and Sophia also commit to each other that no sale or promotion of any kind with respect to the Sophia Saleable Area and EDPL Saleable Area shall be done by either of them before the requisite License for development of the Project is issued by the DGTCP under the Applicable Laws and in the event either of them breaches this restriction, the Party committing such breach shall be solely and exclusively liable under the law to governmental and other authorities in relation to such action and would suitably indemnify and compensate the other.

5.3 Subject to Applicable Laws and this Agreement, each of EDPL and Sophia shall be entitled to facilitate the sale of their respective shares of the Saleable Area as defined herein and shall have absolute rights to appoint agents, brokers and intermediaries etc. for inviting third parties for booking and allotment of residential plots in their respective allocations.

5.4 Subject to Applicable Laws, neither EDPL nor Sophia shall indulge in any form of predatory pricing policies, whether in the form of rebates, discounts, reduction of prices or otherwise in any manner in relation to the pricing of their respective shares of the Saleable Area or offer to provide such additional benefits in relation thereto so as to compete directly with or adversely affect the other's prospects towards the marketing and selling of their respective shares of the Saleable Area.

ARTICLE 6 : INDEMNITY

6.1 Subject to Article 10.2 of this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the others ("Indemnified Party") from and against any and all losses caused by or attributable to or arising due to any third party claim or threatened third party claim and/or otherwise arising under this Agreement, in each case as a result of the Indemnifying Party's gross negligence or willful misconduct or for not complying with its obligations under this Agreement or for a breach of its representations and warranties under this Agreement or for any breach of Applicable Laws.

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers Pvt. Ltd
Authorised Signatory/Director

For S.A.S. SERVICO PVT. LTD.
Authorised Signatory

6.1 Subject to Article 10.2 of this Agreement, the Developer or any of its assignees/nominees, as the case may be under this Agreement shall indemnify, defend and hold harmless Sophia from and against any and all losses caused by or attributable to or arising due to the non-performance, act of omission or commission in non -implementing and /or for not developing the Project which may lead to any claim by the statutory authority(ies) for any breach of the Applicable Laws more particularly, the Haryana Development and Regulation of Urban Area Act of 1975 and the Haryana Development and Regulation of Urban Area Rules of 1976 and the terms of the License.

ARTICLE 7 : REPRESENTATIONS & WARRANTIES

7.1 Each of the Parties hereby represents and warrants to each Party as of the date of execution hereof:

a) That its title to its respective land and development rights thereto, as identified in this Agreement, is clear and marketable free from encumbrances.

b) That it is in possession and peaceful enjoyment of its respective entire land identified in this Agreement.

c) That subject to Applicable Laws, it has full corporate power and authority to sign, deliver and perform this Agreement without having recourse to any other person(s) and no consent, permission, sanction or approval of any third party is required for this purpose.

d) That the signature and delivery of, and the performance and consummation of the transactions hereby contemplated by this Agreement have been duly authorized by all requisite corporate action. This Agreement constitutes valid and legally binding obligations enforceable against it in accordance with the terms hereof.

e) That the signature, delivery and performance of this Agreement does not violate any provisions of Applicable Laws, judicial order or judgment or result in the breach of the terms of Memorandum of Association or Articles of Association of such Party.

f) That it is not precluded or restricted by the terms of any contract, agreement or other instrument from entering into this Agreement and executing the documents and agreements provided for herein or the consummation of the transactions contemplated hereby.

g) That it is solvent, is in a position to meet its obligations under this Agreement and is not a party to any scheme of rehabilitation or reconstruction.

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. For MOKSHA BUILDTECH PVT. LTD. For BRAHMA BUILDWELL PVT. LTD.

Director/ Authorised Signatory Director/ Authorised Signatory Director/ Authorised Signatory

h) That it has been regularly paying all taxes including property tax, cesses, registration dues and other statutory outgoings with respect to the land it owns.

i) That this Agreement has been drafted by mutual consultation and agreement of the Parties and hence, any rule of statutory interpretation or construction interpreting agreements against a party primarily responsible for drafting an agreement shall not be applicable to this Agreement.

j) That (a) it has not violated any provision or requirement of the Land Ceiling Act or any other Applicable Laws; (b) has not collaborated with respect to the development of the EDPL Land, the Sophia Land and the SAS Land or any part thereof with any third party; (c) has not transferred, assigned or created any third party right or interest in the EDPL Land, the Sophia Land and the SAS Land; (d) has not applied or caused to apply for grant of any license for development of the EDPL Land, the Sophia Land and the SAS Land and (e) respectively undertakes to submit all affidavits/furnish necessary documents in this respect to the DGTCP or any other competent authority.

7.2 Each of the Parties shall ensure that each of the representations and warranties as set out above shall, subject to the terms of this Agreement, continue to remain true and accurate at all times from the date of execution hereof.

7.3 Each of the Parties respectively represents and undertakes that it shall not encumber the Sophia Land and the SAS Land by any form, means or substance during the subsistence of this Agreement and that it has voluntarily granted EDPL the development rights thereon for development of the Project.

ARTICLE 8 : CONFIDENTIALITY

8.1 The Parties agree and undertake that they shall treat as confidential and keep confidential all confidential information which has already been disclosed to them or which may be disclosed to them by any Party hereafter pursuant to this Agreement. Provided that such information may be disclosed pursuant to a legal requirement, subject to giving the other Parties notice, to the extent practicable, of such requirement.

8.2 The Parties shall not publish, advertise, communicate or permit the publication, advertisement or communication of any of the confidential information to any person in any manner whatsoever.

8.3 The Parties shall not use or permit to be used in any manner the confidential information for any purpose whatsoever <u>except</u> for the purposes of this Agreement.

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For AMOHA BUILDWELL PVT. LTD. Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

Experion Developers (India) Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authorised Signatory

For SOHNA CONSTRUCTIONS LIMITED Authorised Signatory

Experion Developers Pvt. Ltd. Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD. Director/Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory
For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

8.4 The disclosure by any Party of the terms of this Agreement to any Person shall only be in the manner as may be mutually agreed upon by the Parties.

ARTICLE 9 : ASSIGNMENT

9.1 No Party shall assign this Agreement or any part thereof to any person before the issue of the License by the DGTCP. However, post the same, assignment can be done with the prior written consent of the others. However, subject to the other terms as contained in this Agreement it is agreed that no consent is required in case of delegation/assignment of any obligations, rights and duties etc. by the Developer to EDIPL, LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and/or LC-7.

ARTICLE 10 : TERMINATION

10.1 Subject to Article 10.2, this Agreement shall be effective from the date of execution hereof and shall remain in full force and effect till its determination as per terms herein or if otherwise mutually terminated by all Parties.

10.2 The Developer will obtain the License in respect of the Project from the DGTCP within a period of 15 (fifteen) months from the date of execution hereof provided that the Parties may, upon their mutual written agreement ,extend such period of 15 months by a further suitable period. In the event the License is not issued within such 15 months or within any extended time period as agreed, this Agreement and all other documents, attorneys, applications made, given or executed in accordance with the terms of this Agreement and all rights arising therefrom shall stand terminated without execution of any further document cancelling or rescinding the same. Thereafter, Sophia, LS-1, LS-2, LS-3 and all of LC-1 to LC-7 shall be free to deal with their respective lands in any manner they may deem fit, without any interference, right, claim, entitlement or objection whatsoever of any nature either in law or equity by any of the Parties against any of them.

10.3 Upon termination of this Agreement in terms of Article 10.2, the Developer or EDIPL, LC-1, LC-2, LC 3, LC 4, LC 5 , LC 6 and/or LC 7, which have been provided the right to access to the Sophia Land as per terms herein so as to give due effect to the terms of this Agreement, shall forthwith remove all their men, materials, articles and artifacts from the said Sophia Land and restore the said Sophia Land to Sophia.

ARTICLE 11 : NOTICES

11.1 Any notices, reports or other communications required to be sent to any Party shall be deemed to have been duly given (a) within 24 hours if delivered in

For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory
Experion Developers Pvt. Ltd. Authorised Signatory/Director
For S.A.S. SERVICES PVT. LTD. Authorised Signatory

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director
For AVISHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory
For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
For Experion Reality Pvt. Ltd. Director/authorised Signatory
For MAROON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

person or delivered by E-mail or other similar electronic transmission; or (b) within 72 hours if sent by registered post or certified mail, return receipt requested, and addressed to each Party as follows:

TO DEVELOPER/EDIPL:

ATTENTION	:	Mr. Rakesh Kaul
ADDRESS	:	Experion Developer Pvt. Ltd. First Floor, Block "B" , First India Place, Sushant Lok –I, Mehrauli - Gurgaon Road, Gurgaon – 122002, Haryana
E MAIL	:	rakeshkaul@experion.net.in
FACSIMILE	:	+91-124-4422659

TO LC-1/LC-2/LC -3/LC- 4/LC-5/LC-6/LC-7

ATTENTION	:	Mr. Suneet Puri
ADDRESS	:	Expreirion Reality Pvt. Ltd. F-9, First Floor, Manish Plaza, Plot No. 7, MLU, Sector-10, Dwarka, New Delhi110075
E MAIL	:	suneet.puri@experion.net.in
FACSIMILE	:	+91-124-4422659

TO SAS:

ATTENTION	:	Mr. Sundeep Kalsi
ADDRESS	:	SAS Servizio Pvt. Ltd. 21-A, Janpath, New Delhi-110001
E MAIL	:	kalsi.sundeep@gmail.com
FACSIMILE	:	+91-124-4679099

LS -1/ LS -2/ LS -3

ATTENTION	:	Mr. Sundeep Kalsi
ADDRESS	:	21-A, Janpath, New Delhi-110001
E MAIL	:	kalsi.sundeep@gmail.com
FACSIMILE	:	+91-124-4679099

TO SOPHIA

ATTENTION	:	Mr. Tarun Arora
ADDRESS	:	F-60, Malhotra Building, Connaught Place, New Delhi-110001
E MAIL	:	tararora@indiabulls.com
FACSIMILE	:	+91-124-6682857

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (Hibernating) Pvt. Ltd.
Authorised Signatory/Director

For SOPHIA CONSTRUCTIONS LIMITED
Tarun Arora
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

ARTICLE 12 : MISCELLANEOUS

12.1 Binding Agreement : This Agreement shall be equally binding and enforceable against the Parties hereto

12.2 Compliance with Applicable Laws - Each Party shall do all such acts as may required to ensure compliance by such Party with all Applicable Laws, including the laws governing foreign exchange and foreign direct investments in India.

12.3 Counterparts-This Agreement may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

12.4 Entire Agreement-This Agreement shall, from the date of execution thereof, supersede all prior discussions, understandings, memos, promises on the subject matter of this Agreement between the Parties. Provided that the Parties hereby acknowledge that EDPL, EIDPL, LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and LC-7 have entered into the SAS Agreement along with Sophia in relation to the development of the SAS Land as part of the Project on the Existing Land and such SAS Agreement shall not be so superseded. This and the SAS Agreement shall, along with the Annexures hereto/thereto constitute the entire agreement among the Parties with respect to the transaction contemplated herein/therein between the Parties. The preamble and recitals herein and the Annexure(s) appended to this Agreement shall form an integral part of this Agreement.

12.5 Relationship between the Parties-Nothing in this Agreement shall be construed as creating a partnership, association, joint venture or an employer-employee relationship between the Parties or between one Party and another to the exclusion of the others. Except as specifically provided in relation to delegation of powers to the Developer, none of the Parties will be deemed to be an agent of any other Party as a result of any act under or related to this Agreement, and will not in any way pledge any other Party's credit or incur any obligation on behalf of such Party.

12.6 Waiver- Any waiver shall require to be express. Any waiver by any Party or Parties of any default shall not constitute a waiver of any other current, past or subsequent default by the defaulting Party or a waiver of any of the Party's or Parties' rights. All original rights and powers of each Party under this Agreement will remain in full force and effect, notwithstanding any neglect, forbearance or delay in the enforcement thereof by such Party.

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director

For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory

Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director

For Experion Reality Pvt. Ltd. Director/authrised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICE PVT. LTD.
Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory
For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory
For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory

12.7 Applicable Laws-This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

12.8 Jurisdiction- The Courts at New Delhi alone shall have the exclusive jurisdiction to decide any Dispute arising out of this Agreement.

12.9 Severability-Each provision of this Agreement is severable from the others and in the event that any provision of this Agreement becomes unenforceable for any reason whatsoever such provision shall be deemed to be amended or deleted insofar as such amendment or deletion is necessary for the purpose of this Agreement and to the extent necessary to conform to the Applicable Laws and the amended provision and the remaining provisions of this Agreement shall continue to remain binding upon the Parties. In the event that any provision of this Agreement becomes unenforceable, the Parties shall endeavor to enter into and execute such fresh provisions and terms as are in conformity with the Applicable Laws and which incorporate and embody the original intention of the Parties as reflected from such unenforceable provisions.

12.10 Good Faith: Each of the Parties shall act in good faith to ensure that the terms of this Agreement are given full force and effect to and shall not act in such manner or suffer any action, which may derogate from the terms of this Agreement or otherwise interrupt or adversely affect the development of the Project or increase the burden of the Developer in performing its obligations under this Agreement. Further, each of the Parties shall cooperate with the Developer and/or any of EDIPL,LC-1, LC-2, LC-3, LC-4, LC-5, LC-6, LC-7 (as per clause 1.1 above) in the development of the Project and in ensuring that the Developer and/or any of EDIPL,LC-1, LC-2, LC-3, LC-4, LC-5, LC-6, LC-7 (as per clause 1.1 above) is in compliance with all applicable law, foreign exchange and other Applicable Laws.

12.11 Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall sign and deliver all such documents as may be required to enable each of the Parties to perform their respective obligations under this and the SAS Agreements, enjoy their respective rights (including the right of the Developer to enter into any arrangements referred to in Article 1.1), and to give full effect to the transactions hereby contemplated between the Parties

IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORISED REPRESENTATIVE AS ON THE DATE FIRST WRITTEN ABOVE, IN THE

Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director
For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory
For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory
For SUMEL PROJECTS PVT. LTD. Authorised Signatory
For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory
Experion Developers (Kolkata) Pvt. Ltd. Authorised Signatory/Director
For Experion Reality Pvt. Ltd. Director/Authorised Signatory

For S.A.S. SERVIZIO PVT. LTD. Authorised Signatory
Experion Developers Pvt. Ltd. Authorised Signatory/Director
For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory

PRESENCE OF THE FOLLOWING WITNESSES WHO HAVE SIGNED IN THE PRESENCE OF EACH OTHER.

DRAFTED BY

NIHAL SINGH DHARIWAL
Advocate, Gurgaon

EXPERION DEVELOPERS PRIVATE LIMITED Experion Developers Pvt. Ltd. Authorised Signatory/Director *(Signature)*	**Witnessed by:** NIHAL SINGH DHARIWAL Advocate, Gurgaon *(Signature)*
Name:	Name:
Designation:	Date:
Date:	
EXPERION DEVELOPERS (INTERNATIONAL) PRIVATE LIMITED Experion Developers (International) Pvt. Ltd. Authorised Signatory/Director *(Signature)*	**Witnessed by:** C. L. ARORA Advocate Distt. Courts, GURGAON *(Signature)*
Name:	Name:
Designation:	Date:
Date:	
EXPERION REALITY PRIVATE LIMITED For Experion Reality Pvt. Ltd. Director/authrised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	Name:

Designation:	Date:
Date:	

EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED Experion Real Estate Developers Pvt. Ltd. Authorised Signatory/Director *(Signature)*	Witnessed By: *(Signature)*
Name:	Name:
Designation:	Date:
Date:	

AVIGHNA BUILDWELL PRIVATE LIMITED For AVIGHNA BUILDWELL PVT. LTD. Director/ Authorised Signatory *(Signature)*	Witnessed By: *(Signature)*
Name:	Name:
Designation:	Date:
Date:	

BRAHMA BUILDWELL PRIVATE LIMITED For BRAHMA BUILDWELL PVT. LTD. Director/ Authorised Signatory *(Signature)*	Witnessed By: *(Signature)*
Name:	Name:

Designation:	**Date:**
Date:	
MARCON DEVELOPERS PRIVATE LIMITED For MARCON DEVELOPERS PVT. LTD. Director/ Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	**Name:**
Designation:	**Date:**
Date:	
MOKSHA BUILDTECH PRIVATE LIMITED For MOKSHA BUILDTECH PVT. LTD. Director/ Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	**Name:**
Designation:	**Date:**
Date:	
PREMIER INFRA DEVELOPERS PRIVATE LIMITED For PREMIER INFRADEVELOPERS PVT. LTD. Director/ Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	**Name:**

Designation:	Date:
Date:	

SAS SERVIZIO PRIVATE LIMITED For S.A.S. SERVIZIO PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	Name:
Designation:	Date:
Date:	

SUMEL BUILDTECH PRIVATE LIMITED For SUMEL BUILDTECH PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	Name:
Designation:	Date:
Date:	

SUMEL PROJECTS PRIVATE LIMITED For SUMEL PROJECTS PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	Name:

Designation:	Date:
Date:	
SUMEL DEVELOPERS PRIVATE LIMITED For SUMEL DEVELOPERS PVT. LTD. Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	Name:
Designation:	Date:
Date:	
SOPHIA CONSTRUCTIONS LIMITED For SOPHIA CONSTRUCTIONS LIMITED Authorised Signatory *(Signature)*	**Witnessed By:** *(Signature)*
Name:	Name:
Designation:	Date:
Date:	

Experion Real Estate Developers Pvt. Ltd.

Authorised Signatory/Director

ANNEXURE – 1A

DESCRIPTION OF EDPL LAND

NAME OF THE COMPANY	EXTENT OF AREA
EXPERION REALITY PRIVATE LIMITED (FORMERLY S. K. N. DEVELOPERS PRIVATE LIMITED)	7.51875 Acres
EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED (FORMERLY K. N. S. REAL ESTATE PRIVATE LIMITED)	5.63125 Acres
AVIGHNA BUILDWELL PRIVATE LIMITED	6.36875 Acres
BRAHMA BUILDWELL PRIVATE LIMITED	12.85625 Acres
MARCON DEVELOPERS PRIVATE LIMITED	13.05 Acres
MOKSHA BUILDTECH PRIVATE LIMITED	16.47813 Acres
PREMIER INFRA DEVELOPERS PRIVATE LIMITED	4.8125 Acres
TOTAL	69.315625 ACRES

For PREMIER INFRADEVELOPERS PVT. LTD

Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD

Authorised Signatory

For MARCON DEVELOPERS PVT. LTD

Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.

Director/ Authorised Signatory

For SUMEL AUTOTECH PVT. LTD

Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.

Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.

Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

Experion Developers (International) Pvt. Ltd.

Authorised Signatory/Director

For Experion Reality Pvt. Ltd.

Director/authrised Signatory

For S.A.S. SERVICES PVT. LTD.

Experion Developers Pvt. Ltd.

Authorised Signatory/Director

For SOPHIA CONSTRUCTIONS LIMITED

ANNEXURE- 1A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
1. Detail of land owned by - M/s S.K.N. Developers Pvt. Ltd., Delhi											
1	Dharampur	5/45	08-06-2007	18	17/3	3	18				
					18	7	2				
					19/1	4	9				
					22/2	5	0				
					23	8	0				
					24	8	0				
				28	2	8	0				
					3	8	0				
					4	8	0				
						60	9	Full	60	9	
									60	9	
									TOTAL AREA =		7.55625

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

ANNEXURE-1A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
2. Detail of land owned by - M/s K.N.S. Real Estate Pvt. Ltd., Delhi											
2	Dharampur	10312	13-08-2007	15	16/2	2	16				
					25	8	0				
				28	5/1	5	0				
					5/2/1	1	12				
						16	27	Full	17	7	
3	Dharampur	10850	09-09-2007	16	20	7	2				
					22/1	3	0				
					15/2	2	13				
				16	21/2 min	5	10				
						18	5	Full	18	5	
4	Dharampur	5807	22-06-2007	17	19	7	2				
				27	3/2	6	16				
					5/3	0	11				
					5/1	6	5				
						20	14	Full	20	14	
									56	6	
									TOTAL AREA =		7.03750
2A. Detail of licenced land owned by - M/s S.K.N. Developers Pvt. Ltd. & M/s K.N.S. Real Estate Pvt. Ltd. for providing Land Contiguity out of its Group Housing Colony											
4a	Dharampur			17	16	1	12				
					17	1	12				
					18	1	12				
						4	16	Full	4	16	
									TOTAL AREA =		0.60000

Experion Real Estate Developers Pvt. Ltd
Authorised Signatory/Director

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For S.M.E. BUILDTECH PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Tarun Arora
Authorised Signatory

ANNEXURE-1A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Kills No.	Area		Share	Area Taken		Acres
						K	M		K	M	
6. Detail of land owned by - M/s Avighna Buildwell Pvt. Ltd.											
5	Dharampur	6592	05-09-2011	12	14	8	0				
					15	8	0				
					16/1	4	0				
					17/1	4	0				
				13	11	8	0				
						32	0	Full	32	0	
6	Dharampur	6596	05-09-2011	17	8/7	0	17				
					9/2	3	16				
					10/2	3	5				
					11/1	1	14				
					12/1	2	0				
					13/1	1	5				
						12	17	Full	12	17	
7	Dharampur	17885	16/9/2011	5	23/2/1	2	2				
					24/1	4	0				
						6	2	Full	6	2	
									50	19	
									TOTAL AREA =		6.36875

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For FREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZ PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Tarun Arora
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

ANNEXURE – 1A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
B. Detail of land owned by - M/s Brahma Buildwell Pvt. Ltd.											
8	Dharampur	6505	06-09-2011	4	12	8	0				
					13	8	0				
					14	8	0				
					17/1	4	13				
					18/1	4	13				
					19/1	4	13				
						37	19	Full	37	19	
9	Dharampur	6950	14/6/2011	11	1	8	0				
					2/1	4	8				
					8	8	0				
					9	8	0				
						28	8	Full	28	8	
10	Dharampur	6741	06-10-2011	4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/1	2	5				
					23/1	4	9				
					30	0	4				
				3	11	7	12				
					12	1	8				
						41	10	13/16	33	18	
11	Dharampur	15009	25/08/2011	4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/1	2	5				
					23/1	4	9				
					30	0	4				
				3	11	7	12				
					12	1	8				
						41	10	1/16	2	12	
									102	17	
									TOTAL AREA =		12.85625

For PREMIER INFRA DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL BIOTECH PVT. LTD.

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.

Authorised Signatory/Director

ANNEXURE-1A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
7. Detail of land owned by - M/s Marcon Developers Pvt. Ltd.											
12	Dharampur	6593	06-05-2011	5	19	8	0				
					20/2	4	0				
					21/1	4	0				
				6	25	7	11				
					26	0	8				
				9	5	8	0				
					6	7	8				
						39	7	Full	39	7	
13	Dharampur	6971	14/6/2011	5	17	8	0	Full	8	0	
14	Dharampur	6967	14/6/2011	5	16	6	15				
				5	25/1	2	18				
						9	14	Full	9	14	
				11	13	8	0	89/160	4	9	
15	Dharampur	4995	26/5/2011	5	12/2	4	0				
					18	8	0				
					21/2	3	17				
					22	8	0				
					23/1	3	16				
					26	0	10				
				10	1	7	13				
					2/1	7	11				
					3/1	4	0				
						47	7	Full	47	7	
									108	17	
									TOTAL AREA =		13.60625

For MARCON DEVELOPERS PVT. LTD

Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD

Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD

Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD

Director/ Authorised Signatory

Experion Developers (International) Pvt. Ltd.

Authorised Signatory/Director

For Experion Reality Pvt. Ltd.

Director/authrised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

Experion Developers Pvt. Ltd.

Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.

Authorised Signatory

For GOYAL CONSTRUCTIONS LIMITED

Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.

Director/ Authorised Signatory

ANNEXURE- 1A

For PREMIER INFRADEVELOPERS PVT. LTD. — Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD. — Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
3. Detail of land owned by - M/s. Moksha Buildtech Pvt. Ltd.											
16	Dharampur	5510	05-09-2011	12	8	8	0				
					13	7	7				
						15	7	Full	15	7	
17	Dharampur	6552	06-09-2011	3	20/2	1	0				
					21/1/1	0	16				
					21/2/1	0	4				
				4	24/2	4	9				
					25	8	0				
						14	9	Full	14	9	
18	Dharampur	6944	14/9/2011	3	10	1	16				
				4	4	7	9				
					5	3	2				
					6	7	9				
					7/2	6	15				
					8	2	0				
					9	8	0				
					10/1	2	0				
					11	8	0				
					20	8	0				
					21/1	4	9				
					26	0	5				
					28	0	5				
						65	14	Full	65	14	
				4	21/2	2	18	7/12	1	14	
19	Dharampur	27192	27-12-2011	4	21/2	2	18				
						2	18	5/12	1	4	
20	Dharampur	6995	14/6/2011	11	18/1	4	9				
						4	9	1	4	9	
				12	19	8	0				
						8	0	71/160	3	11	
				4	7/1	0	10				
					29	0	7				
						0	17	207/280	0	12.5	
21	Dharampur	15075	25-08-2011	12	2	5	10				
					3/1	6	18				
					9	7	12				
					12	8	7				
						28	7	1/16	1	15	
22	Dharampur	6740	06-10-2011	12	2	5	10				
					3/1	6	18				
					9	7	12				
					12	8	7				
						28	7	13/16	23	1	
									131	16.5	
									TOTAL AREA =		16.47813

For AVIDHNA BUILDWELL PVT. LTD. — Director/Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD. — Director/Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD. — Authorised Signatory

For SUMEL BUILDTECH PVT. LTD. — Authorised Signatory

For SUMEL PROJECTS PVT. LTD. — Authorised Signatory

For Experion Reality Pvt. Ltd. — Director/authrised Signatory

Experion Real Estate Developers Pvt. Ltd.

Experion Developers (International) Pvt. Ltd. — Authorised Signatory/Director

Authorised Signatory/Director

Experion Developers Pvt. Ltd. — Authorised Signatory/Director

For MARCON DEVELOPERS PVT. LTD. — Director/ Authorised Signatory

For S.A.S. SERVICES PVT. LTD. — Director/ Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED — Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD. — Director/ Authorised Signatory

ANNEXURE – 1A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
8. Detail of land owned by - M/s Premier Infra Developer Pvt. Ltd.											
23	Dharampur	6594	06-09-2011	5	11/1	0	8				
				6	6/2	2	13				
					14	7	0				
					15	8	0				
					16/1	0	19				
					16/2	0	9				
					17/1	7	11				
					18/1	3	0				
					22	8	0				
					26	0	8				
						38	10	Full	38	10	
									38	10	
									TOTAL AREA =		4.81250

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Authorised Signatory

ANNEXURE – 1B

DESCRIPTION OF SAS LAND

NAME OF THE COMPANY	EXTENT OF AREA
SUMEL BUILDTECH PRIVATE LIMITED	5.3125 Acres
SUMEL PROJECTS PRIVATE LIMITED	16.5875 Acres
SUMEL DEVELOPERS PRIVATE LIMITED	5.125 Acres
TOTAL	27.025 ACRES

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVISHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.

For SOPHIA CONSTRUCTIONS LIMITED
Tamin Arora
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
12. Detail of land owned by - M/s Sumel Buildtech Pvt. Ltd.											
24	Dharampur	9657	07-07-2011	12	16/2	4	0				
					17/2	4	0				
					18/1	5	18				
					23/2	6	0				
					24	8	0				
					25	8	0				
				13	21/1	6	12				
						42	10	Full	42	10	
									42	10	
									TOTAL AREA =		5.31250

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (Intermediate) Pvt. Ltd.
Authorised Signatory/Director

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICE PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Authorised Signatory

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon

Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
13. Detail of land owned by - M/s Sumel Projects Pvt. Ltd.											
25	Dharampur	9656	07-07-2011	2	23	7	3				
					24	3	16				
					18/1	1	8				
					29	0	9				
					30	0	8				
				4	1	8	0				
					2	8	0				
					3	8	0				
					10/2	5	0				
						43	4	Full	43	4	
26	Dharampur	8930	01-07-2011	3	19/2	4	8				
					20/1	6	9				
					21/1/2	5	8				
					21/2/2	1	11				
					22/1	2	8				
					22/2	0	10				
				17	8/4	0	19				
					9/1	4	4				
					10/1	3	15				
						29	12	Full	29	12	
27	Dharampur	8928	01-07-2011	27	11/2	4	16				
					12/2	6	0				
					13/2	6	15				
						17	11	Full	17	11	
28	Dharampur	15705	08-09-2011	5	11/2	7	12				
					12	8	0				
					23/2	4	0				
				6	16/3	6	2				
					17/2	0	9				
					24	7	15				
					27	0	5				
				9	4	8	0				
						42	7	Full	42	7	
									132	14	
									TOTAL AREA =		16.58750

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDWELL PVT. LTD.
Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.

ANNEXURE-1B

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
14. Detail of land owned by - M/s Sumel Developers Pvt. Ltd.											
29	Dharampur	8932	04-07-2011	4	22/2	4	10				
				11	2/2	3	12				
					3	8	0				
					4	7	17				
					5	7	17				
				12	1	5	4				
						41	0	Full	41	0	
									41	0	
									TOTAL AREA =		5.12500

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authrised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

ANNEXURE – 1C

DESCRIPTION OF SOPHIA LAND

NAME OF THE COMPANY	EXTENT OF AREA
SOPHIA CONSTRUCTION LIMITED	6.283125 Acres
TOTAL	6.283125 ACRES

For PREMIER INFRADEVELOPERS PVT. LTD.
Director/Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL BUILDTECH PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For S.A.S. SERVIZIO PVT. LTD.
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For MOKSHA BUILDTECH PVT. LTD.

ANNEXURE – 1C

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
11. Detail of land owned by - M/s Sophia Construction Ltd.											
30	Dharampur	5651	07-07-2011	5	4	7	7				
					5	6	16				
					8	7	8				
					7	2	0				
					13/1	4	0				
					14	8	0				
						41	11	Full	41	11	
31	Dharampur	5149	27-05-2011	12	2	5	10				
					3/1	6	18				
					9	7	12				
					12	8	7				
				4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/1	2	5				
					23/1	4	9				
					30	0	4				
				3	11	7	12				
					12	1	8				
						69	17	1/8	8	14.3	
									50	5.3	
									TOTAL AREA		6.283125

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For SUMEL DEVELOPERS PVT. LTD.
Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVICES PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

ANNEXURE – 1D

DETAILS OF LAND CONTRIBUTION PLAN

COLOR CODE:

YELLOW	-	EDPL LAND
GREEN	-	SAS LAND
ORANGE	-	SOPHIA LAND
YELLOW WITH BLACK HATCH	-	EDPL & SOPHIA

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD
Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For SUMEL PROJECTS PVT. LTD.

For Experion Reality Pvt. Ltd.
Director/Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Authorised Signatory
Director/ Authorised Signatory

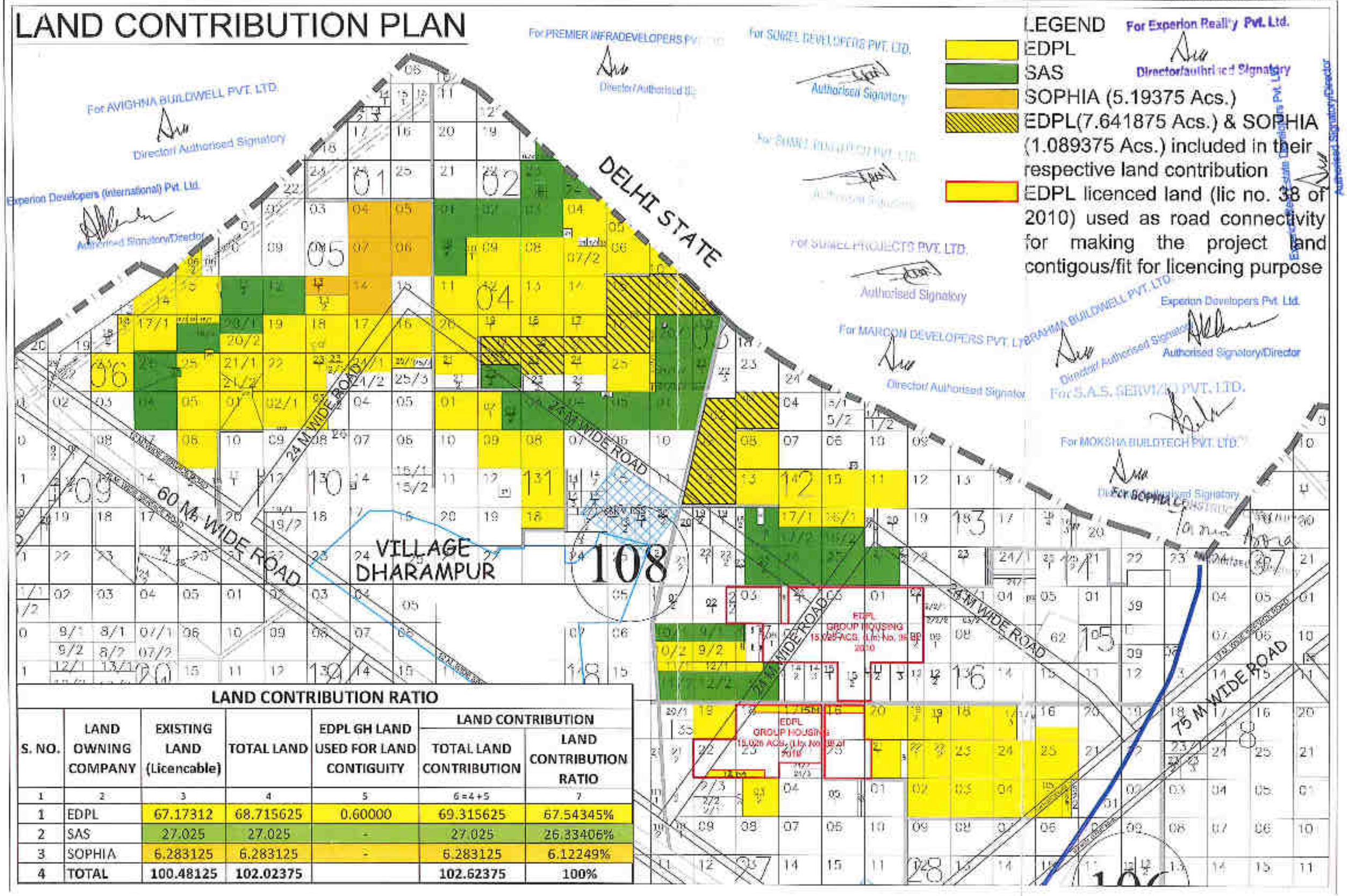
For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For S.A.S. SERVIZIO PVT. LTD.
Director

ANNEXURE - 1D

LAND CONTRIBUTION PLAN



LAND CONTRIBUTION RATIO

S. NO.	LAND OWNING COMPANY	EXISTING LAND (Licencable)	TOTAL LAND	EDPL GH LAND USED FOR LAND CONTIGUITY	LAND CONTRIBUTION	
					TOTAL LAND CONTRIBUTION	LAND CONTRIBUTION RATIO
1	2	3	4	5	6=4+5	7
1	EDPL	67.17312	68.715625	0.60000	69.315625	67.54345%
2	SAS	27.025	27.025	-	27.025	26.33406%
3	SOPHIA	6.283125	6.283125	-	6.283125	6.12249%
4	TOTAL	100.48125	102.02375		102.62375	100%

For PREMIER INFRADEVELOPERS PVT. LTD
Director/Authorised Signatory

ANNEXURE – 1E

NO OBJECTION CERTIFICATE ISSUED BY EDPL

Declaration and No Objection Certificate

I, Hirdesh Bedi, S/o Shri C. K. Bedi, Vice President & Authorised Signatory, on behalf of **Experion Reality Pvt. Ltd.** (formerly SKN Developers Pvt. Ltd), **Experion Real Estate Developers Pvt. Ltd** (formerly KNS Real Estate Developers Pvt. Ltd.). and Experion Developers Pvt. Ltd. (hereinafter collectively referred to as "**Companies**") do hereby declare the following with respect to our licensed Group Housing Colony in Sector- 108, Village Dharampur, Gurgaon, licensed vide license No. 38 of 2010 dated 14.5.2010.

For Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

1) That in the Zoning Plan of the Group Housing Colony approved by Director General, Town & Country Planning, Haryana, Chandigarh ("**DGTCP**") vide Letter no. ZP-753/AD(RA)/2012/3106 dated 23-02-2012 and also as per the approved building plans of the same by DGTCP vide its letter no. ZP-753/JD(BS)/2012/18512 dt.18.9.2012, following road connectivities have been shown for facilitating contiguity of land pockets of Existing Land for the proposed new residential plotted township for which the licence application is being prepared for submission to DGTCP. Such land pockets are located on either sides of its already licenced group housing colony vide licence no. 38 of 2010 dt. 14.5.2010: -

   a) Widening of existing 6.70 m wide revenue raasta no. 45 to 15m wide road by merging 8.30m wide and 170m long licenced land strip passing through Khasra no. 17//16, 17 & 18 (location marked in **Annexure-1D**).
   b) Carving out 12m wide road in south of khasra no.17//2 and 23 (location marked in **Annexure-1D**)

2) That both the above mentioned roads i.e 15 mt (including villag raasta) and 12 mt will be public road and will never be blocked for traffic and services passage on through these roads in future.

3) That, the company has no objection for use of these roads for the purpose of grant of licence by the office of DGTCP on the applied lands by the developer for residential plotted colony.

For Experion Reality Pvt. Ltd.
Director/authorised Signatory

For S.A.S. SERVICES PVT. LTD.

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For MOKSHA BUILDTECH PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For Companies

(Authorised signatory)

For SOPHIA CONSTRUCTIONS LIMITED

Authorised Signatory

For S.A.S. SERVICES PVT. LTD.

Authorised Signatory

Authorised Signatory

Experion Developers Pvt. Ltd.

Authorised Signatory/Director

Experion Developers (International) Pvt. Ltd.

Authorised Signatory/Director

Authorised Signatory/Director

For Experion Reality Pvt. Ltd.

Director/Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.

Director/ Authorised Signatory

For MARCON DEVELOPERS PVT. LTD.

Director/ Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD.

Director/ Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.

Director/ Authorised Signatory

Experion Real Estate Developers Pvt. Ltd.

Authorised Signatory/Director

For MOKSHA BUILDTECH PVT. LTD.

Director/ Authorised Signatory

ANNEXURE 1F

PLOTS ALLOCATION PLAN

COLOR CODE:

WHITE	-	EDPL PLOTS
GREEN	–	SAS PLOTS
ORANGE	-	SOPHIA PLOTS

Experion Real Estate Developers Pvt. Ltd.
Authorised Signatory/Director

For MARCON DEVELOPERS PVT. LTD
Director/ Authorised Signatory

Experion Developers (International) Pvt. Ltd.
Authorised Signatory/Director

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For PREMIER INFRADEVELOPERS PVT. LTD
Director/ Authorised Signatory

For [illegible] BUILDTECH PVT. LTD.
Authorised Signatory

For MOKSHA BUILDTECH PVT. LTD.
Director/ Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For BRAHMA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

For AVIGHNA BUILDWELL PVT. LTD.
Director/ Authorised Signatory

Experion Developers Pvt. Ltd.
Authorised Signatory/Director

For Experion Reality Pvt. Ltd.
Director/Authorised Signatory

For S.A.S. SERVICE PVT. LTD.
Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED
Authorised Signatory

ANNEXURE - 1F

For SAS SERVIZIO PVT. LTD.

TENTATIVE ALLOCATION PLAN

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

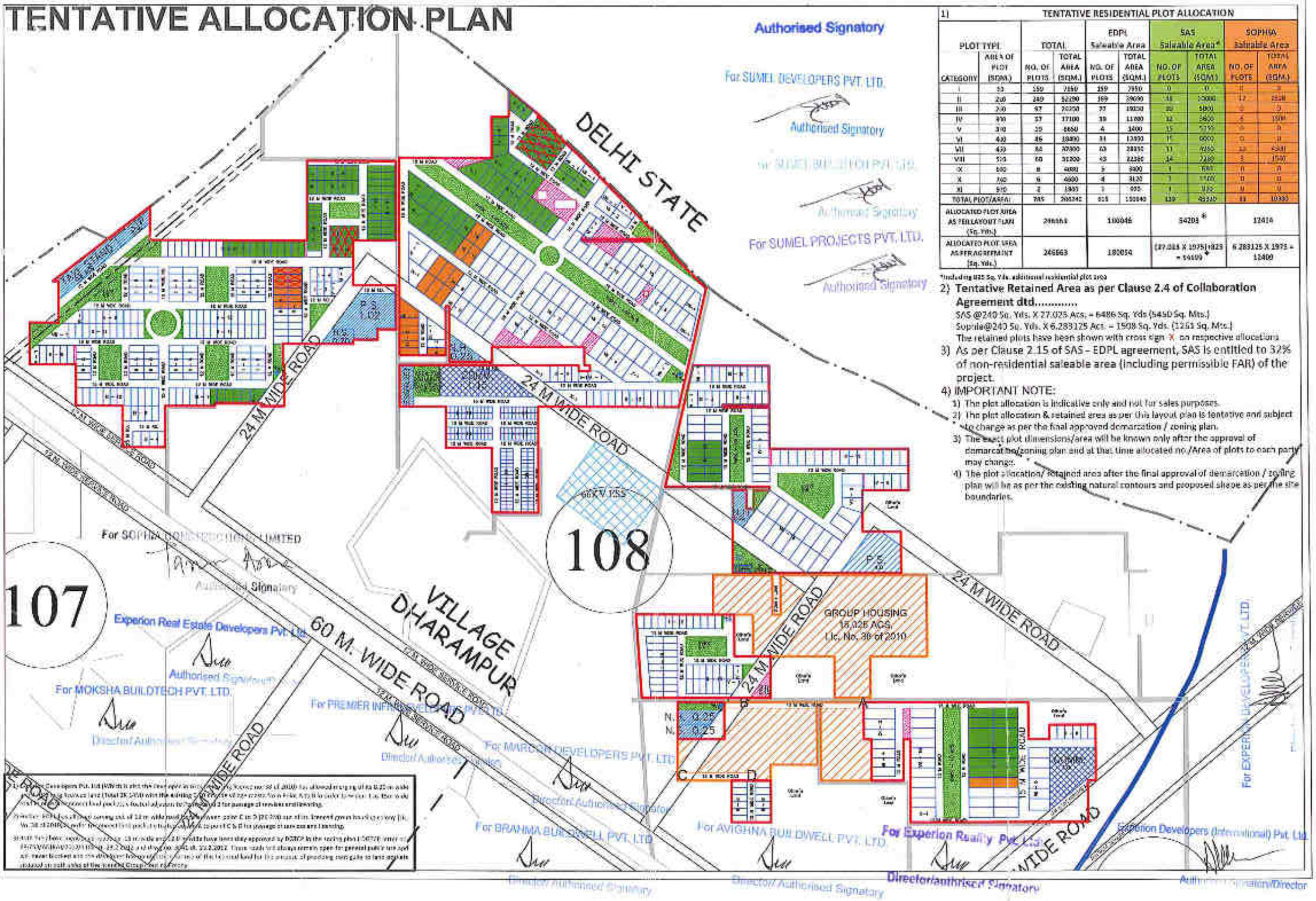
Authorised Signatory

For SUMEL INFRA PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory



1) TENTATIVE RESIDENTIAL PLOT ALLOCATION

PLOT TYPE		TOTAL		EDPL Saleable Area		SAS Saleable Area*		SOPHIA Saleable Area	
CATEGORY	AREA OF PLOT (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)	NO. OF PLOTS	TOTAL AREA (SQM.)
I	50	159	7950	159	7950	0	0	0	0
II	200	249	52290	189	39690	48	10080	12	2520
III	250	97	24250	77	19250	20	5000	0	0
IV	300	57	17100	39	11700	12	3600	6	1800
V	350	20	6850	4	1400	15	5250	0	0
VI	400	46	18400	31	12400	15	6000	0	0
VII	450	88	39600	60	27000	11	4950	10	4500
VIII	500	60	30000	43	21500	14	7000	3	1500
IX	550	8	4400	5	2750	1	550	0	0
X	700	6	4200	4	2800	1	700	0	0
XI	910	2	1820	1	910	1	910	0	0
TOTAL PLOT/AREA		785	206860	613	150860	139	43540	33	10320
ALLOCATED PLOT AREA AS PER LAYOUT PLAN (Sq. Yds.)		246863		180046		54203 *		12414	
ALLOCATED PLOT AREA AS PER AGREEMENT (Sq. Yds.)		246863		180050		(27.025 X 1975)+825 = 54100 *		6.283125 X 1975 = 12400	

*Including 825 Sq. Yds. additional residential plot area

2) **Tentative Retained Area as per Clause 2.4 of Collaboration Agreement dtd.....**

SAS @240 Sq. Yds. X 27.025 Acs. = 6486 Sq. Yds (5450 Sq. Mts.)

Sophia@240 Sq. Yds. X 6.283125 Acs. = 1508 Sq. Yds. (1261 Sq. Mts.)

The retained plots have been shown with cross sign X on respective allocations

3) As per Clause 2.15 of SAS – EDPL agreement, SAS is entitled to 32% of non-residential saleable area (including permissible FAR) of the project.

4) IMPORTANT NOTE:

1) The plot allocation is indicative only and not for sales purposes.
2) The plot allocation & retained area as per this layout plan is tentative and subject to change as per the final approved demarcation / zoning plan.
3) The exact plot dimensions/area will be known only after the approval of demarcation/zoning plan and at that time allocated no./Area of plots to each party may change.
4) The plot allocation/ retained area after the final approval of demarcation / zoning plan will be as per the existing natural contours and proposed shape as per the site boundaries.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

K 456010

07-11-2012

General Power of Attorney

THIS GENERAL POWER OF ATTORNEY ("GPA") IS EXECUTED on this 7th day of October, 2012 at Gurgaon by:

1. **SAS SERVIZIO PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, acting through its representative **Mr. Sundeep Kalsi**, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10.2012;

2. **SUMEL BUILDTECH PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, (hereinafter referred to as **"LS-1"**), acting through its representative Mr. Sunil Dobhal, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10.2012;

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

Sunel Buildtech pvt Ltd etc
New Delhi

(1)

31858

प्रलेख नः 784 दिनांक 07/11/2012

डीड सबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील गुड़गांवा
गांव/शहर धर्मपुर

धन सबंधी विवरण

स्टाम्प डयूटी की राशि 300.00 रुपये

रजिस्ट्रेशन फीस की राशि 100.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: N.S.Dhariwal, Adv.

यह प्रलेख आज दिनांक 07/11/2012 दिन बुधवार समय 4:16:00PM बजे श्री/श्रीमती/कुमारी SAS Servizio P. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 10th floor, Tower-D, Global Business Park, MG Road, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप / सयुंक्त पंजीयन अधिकारी
गुड़गांवा

श्री Sunel Buildtech P. Ltd. thru Sunil Dobbal(OTHER), Sunel Projects P. Ltd. thru (OTHER), Sunel Developers P. Ltd. thru (OTHER), SAS Servizio P. Ltd. thru Sandeep Kalra(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Sunest Puri प्रत्यक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N.S.Dhariwal पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा यह साक्षी नः 2 की पहचान करता है।

दिनांक 07/11/2012

उप / सयुंक्त पंजीयन अधिकारी
गुड़गांवा

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456009

3. **SUMEL PROJECTS PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, (hereinafter referred to as "**LS-2**", acting through its representative Mr. Sunil Dobhal, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10.2012; and

4. **SUMEL DEVELOPERS PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, (hereinafter referred to as "**LS-3**", acting through its representative Mr. Sunil Dobhal, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10..2012.

("**SAS Servizio Private Limited**", "**Sumel Buildtech Private Limited**", "**Sumel Projects Private Limited**" and "**Sumel Developers Private Limited**" are hereinafter collectively referred to as the "**Executants**" and individually as "**Executant**")

IN FAVOUR OF:

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

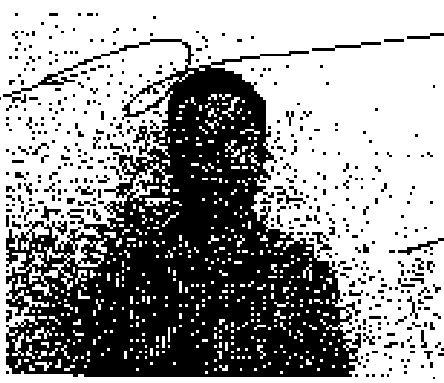
For SUMEL DEVELOPERS PVT. LTD.

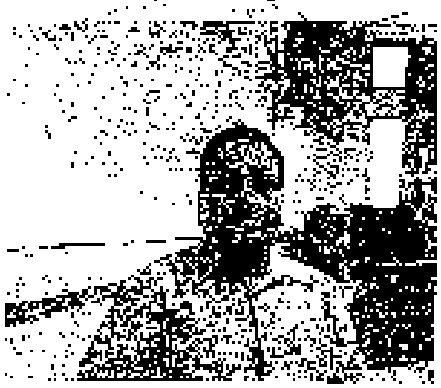
Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

Reg. No.	Reg. Year	Book No.
784	2012-2013	2





डा. सहेन्द्र पंजीयन अधिकारी

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456008

EXPERION DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at F-9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Section 10, Dwarka, New Delhi – 110 075, (hereinafter referred to the "**Attorney/EDPL**") and its nominees Mr. Hirdesh Bedi S/o Shri C.K. Bedi and Mr. Suneet Puri son of Sh. Chamanlal and any other Person as may be nominated by EDPL.

NOW WHEREAS

A. LS-1, LS-2 and LS-3 collectively own and have vacant and peaceful possession of an aggregate of **27.025** acres of land situated at Sector 108 Gurgaon, Haryana more particularly described in Schedule – "A" attached hereto (collectively referred as the "**SAS Land**") in respect of all of which the development rights have devolved upon the Executants or shall devolve upon each of LS-1, LS-2 and LS-3 upon issue of license ("**License**") by the Director-General, Town and Country Planning, Government of Haryana, ("**DGTCP**") upon application for such License to be made upon execution hereof and immediately with LS-1, LS-2 and LS-3 being vested with such development rights in respect of the SAS Land in terms of the License, all of such developments rights shall be automatically vested into SAS in terms of an understanding to this effect between SAS and LS-1, LS-2 and LS-3 and immediately thereupon, transferred by SAS to EDPL and and/or nominees of EDPL as may be named by EDPL in terms of the SAS Agreement (as hereinafter defined).

B. Certain land-owning companies being LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and LC-7 along with EDPL as described in the SAS Agreement ("**LOCs A**") and LS-1, LS-2 and LS-3 ("**LOCs B**"), along with Sophia Construction Limited ("**Sophia**") as described in the SAS

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Reg. No.	Reg. Year	Book No.
784	2012-2013	4

पेशकर्ता Sundeep Kalsi

पेशकर्ता Sunil Dobhal

पेशकर्ता

पेशकर्ता

प्रतिकर्ता Thru- Suneet Puri

गवाह N S Dhariwal

गवाह C.L.Arora

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 784 आज दिनांक 07/11/2012 को बही न: 4 जिल्द न: 1,012 के पृष्ठ न: 197 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द न: 146 के पृष्ठ संख्या 9 से 10 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 07/11/2012

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

Agreement, along with other parties, have entered into a binding collaboration agreement dated 30-10-2012 (herein referred to as the "**SAS Agreement or Agreement**") whereby each of such "**LOCs B**" hereto has agreed to contribute its respective portions of lands forming the entire SAS Land and Sophia has agreed to contribute the "**Sophia Land**" (as detailed in the Agreement) into a common pool wherein each of the "**LOCs A**" has also agreed to contribute its respective lands ("**EDPL Land**") as detailed in the Agreement with the aggregate of such SAS Land, the Sophia Land and the EDPL Land forming the "**Total Land**" as defined in the Agreement for development of the "**Project**" (as defined under the Agreement) in terms of the License and the Agreement.

C. As per terms of the Agreement, EDPL is entitled to apply to the DGTCP to obtain the License for development, construction and implementation of the Project on the "**Existing Land**" (as defined under the Agreement). Furthermore, EDPL is also entitled to carry out development and implementation of the Project as described in the Agreement (hereinafter referred to as "**Development**") upon the License being received from the DGTCP.

D. In terms of Clause 3.6 of the Agreement, the Executants have undertaken to jointly and severally grant this GPA upon execution of the Agreement in favor of EDPL and hence, this GPA is being executed by the Executants.

E. The Executants hereby jointly and severally execute this GPA in respect of the entire SAS Land for the purposes of obtaining the "**License**" from the DGTCP as well as "**Approvals**" from various government and competent authorities for the purpose of the Development to be undertaken by EDPL on the Existing Land in the manner hereinafter appearing and subject to applicable laws, but without any power to sell, mortgage, charge on the SAS Land or any part thereof until separately authorized by the Executants in terms of the SAS Agreement.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that we, the Executants, jointly and severally, do hereby irrevocably nominate, constitute and appoint the said EDPL, through its directors / authorized representatives and/or its substitutes as it may appoint / nominate from time to time for the purpose of this GPA, to be our true and lawful attorney ("**the said Attorney**") in its name and on our behalf to do and execute entirely for and on our individual and collective behalf all such acts, deeds, matters and things and to exercise all or any of the powers and authorities hereby confirmed in respect of the development on the SAS Land forming part of the Development of the Project on the Existing Land in terms of the Agreement or otherwise as may be deemed necessary by the Attorney: and

TO DO THE FOLLOWING ACTS AND ACTIVITIES FOR OBTAINING LICENSE

1. To apply for grant of the License; and to obtain other licenses, change of land use certificates, permits and permissions, sanction of building plans and any modifications thereof, necessary approvals, no objection certificates, clearances, consents, orders and directions from any statutory/competent authority ("**Approvals**") related to the

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

Development of SAS Land and to generally do all acts, deeds and things for and on behalf of the Executants as may be required for the License.

2. To represent us, jointly or severally, before any and all the concerned authorities for all matters in connection with or related to seeking requisite Approvals and other permissions/approvals/licenses, including but not limited to water, electricity, fire safety and emergency plans, environmental, road, completion / occupancy certificates, FAR/FSI, infrastructural facilities, services and amenities etc. for the development of the SAS Land forming part of the Project and for that purpose to sign all such applications, papers, documents, writings, agreements, assurances, undertakings, etc., as may be required from time to time, to carry on correspondence with the competent authorities under the applicable laws, to deposit fees and charges in respect thereof

3. To prepare, make, modify, submit, re-submit, sign, affirm and execute plans, applications, forms, and such other documents, guarantees, indemnities, undertakings, deposits, agreements and understandings as may be required for obtaining of change of land use of the SAS Land, licenses, additional licenses, renewal of the License and Approvals and to present the same before any competent authority for purposes of the Project as may be deemed necessary by the said Attorney or as may be required by the competent authorities;

4. To represent us and participate in all meetings and hearings in all the offices of the President of India, Government of India, Ministries (State and Centre), Government of Haryana, Governor, State of Haryana, Director Town & Country Planning Department, Haryana, Haryana Urban Development Authority, Environmental Authorities, Pollution Control Board, Airport Authorities, Military and Defense Authorities, Roads and Highway Authorities, Water, Sanitation & Sewage Departments, Electricity Department and State Electricity Boards, Forestry and Animal Husbandry Departments, Panchayats, local government agencies, Block Development Offices, Revenue Departments, Income Tax Department, Municipal Corporation, Fire Authority, Geology and Mining Department or any other government authority/local body and/or court of law, to sign, make, confirm, affirm, deny, present, execute and register, if required, any letters, documents, applications, forms, objections, replies, representations, deeds, undertakings, guarantees, assurances, indemnities for any and all Approvals and the License/Project and to make payment of fees, deposits, charges, incur costs and expenses, to receive refunds and issue receipts, to take all necessary steps and to do or cause to be done all such acts, deeds, matters and things for the purposes aforesaid.

AND TO DO GENERALLY THE FOLLOWING ACTS POST OBTAINING OF THE LICENSE AND IN TERMS OF THE AGREEMENT

1. To carry out the Development of the Project in accordance with the sanctioned building plans, the Agreement and the terms of the License, either by itself or through architects, engineers, designers, agents, attorneys, contractors, consultants, agencies, supervisors, surveyors, staff and employees etc. as the said Attorney may determine subject to the terms of the Agreement and the terms of the License and in accordance with such other directions and orders as may be given by the DGTCP and any other competent authorities as well as in accordance with applicable rules and regulations of the Government of India, the Government of Haryana, DGTCP and/or other concerned authorities in that behalf from time to time or as may be deemed necessary or expedient

For SAS SERVIZIO PVT. LTD.
Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

by the said Attorney in order to fulfill the obligations imposed upon the said Attorney under the Agreement.

2. To prefer appeals against any direction, order, decree, judgment or notification of any court/competent authority and/or any other statutory authority that may be made under the provisions of applicable laws for purposes of the SAS Land and the Project.

3. To enter upon the SAS Land with or without the said Attorney's surveyors, architects, engineers, consultants, advisors, contractors, agents etc. along with their tools, plant, equipment, machinery and workers for purposes of commencing and continuing the development thereon forming part of the Development of the Project as per the Agreement.

4. To draft and present letters, undertakings, affidavits, petitions, counter statements, written statements, appeals, applications, writings and documents, representations, complaints, reviews, writ petitions etc. before any court, the Assessor & Collector, DGTCP and other authorities including any tribunal in regard to any matter relating to the SAS Land and the Project including the fixation of ratable value of the SAS Land and in respect of the development to be carried out on the SAS Land and for Development of the Project and/or any part thereof.

5. To appear before any competent authority in connection with development on the SAS Land and Development of the Project for purpose of obtaining any No Objection Certificates (N.O.C), Approvals, License or other licenses, sanctions, permissions and approvals from the DGTCP/other competent authority including the Fire, Pollution Control, Labour, Mines, Geological, Archaeological, Water, DHVNL and HVPNL, Environmental, Forest and Airport Authorities etc. in connection with development on the SAS Land and Development of the Project.

6. To apply to any competent authority and file requisite applications for obtaining any material for the development on the SAS Land and Development of the Project and to make applications as also to correspond with the concerned authorities and to do such other acts, matters and things not mentioned herein as the said Attorney may think fit and proper for the purpose of the development on the SAS Land and Development of the Project.

7. To purchase insurance for the Project against loss or damage against fire, lightning, tempest riots, strikes, civil commotion, enemy action, terrorism and terrorist action, malicious damage, floods and natural perils including landslide, rockslide, cyclones, inundation, earthquake etc. as the said Attorney may consider necessary and to pay the premium costs thereof on our behalf.

8. To pay for and on our behalf any deposits, fees, fines, penalties and costs as may be required to be paid to the DGTCP and other concerned authorities and as may be necessary for the purpose of development on the SAS Land and Development of the Project and to claim and receive refund of any description and give valid and effectual receipts thereof in the name of and on our behalf in connection therewith.

9. To deal with any of the government, semi-government bodies and authorities and/or organization regarding any matter relating to the development on the SAS Land and the Project and to make submissions and representations before any such bodies / organization / authorities in order to obtain all Approvals and other permissions relating to the development on the SAS Land and the Project.

For EXPERION DEVELOPERS PVT. LTD.
Director/Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SAS SERVIZIO PVT. LTD.

For SUMEL DEVELOPERS PVT. LTD.
Authorised Signatory

For SUMEL PROJECTS PVT. LTD.
Authorised Signatory

or SAS SERVIZIO PVT. LTD.

10. To prosecute, institute or defend any suit, claim, complaint or proceedings that may be necessary or expedient for all or any of the above purposes related to the development on the SAS Land and the Project and for such purposes, to appoint any advocate (including any Senior Advocate), advisors, consultants, pleaders, representatives and agents for and on our behalf, to negotiate, agree, settle and pay all their consultation fees, costs and expenses, pay necessary court fees and incur related costs and expenses and to prosecute and defend such legal proceedings in or before any court or tribunal or officers or appellate or revision courts or any other authorities and for such purposes, the said Attorney may accept the service of any summons or notices issued by any court, tribunal and/or any competent authority for and on our behalf and reply to the same in such a manner as the said Attorney may consider it necessary or expedient.

11. To prefer any appeal against any order or orders that may be passed by any court, tribunal including any special leave petition or appeal as may be filed in the Hon'ble Supreme Court of India or other appellate courts from and against all or any of the orders that may be filed by any court, appeal court or any other court of competent jurisdiction related to the development on the SAS Land and Development of the Project.

12. To execute decrees that may be passed by any court of competent jurisdiction related to the SAS Land and its development and Development of the Project and to take out execution proceedings as the said Attorney may consider necessary or expedient.

13. To refer any and all disputes relating to this GPA, development on the SAS Land and the Project to mediation or arbitration, if necessary, and to institute proceedings in a court of appropriate jurisdiction and to conduct, prosecute/defend such matters before such court, the mediator or arbitrator and to appoint advocates, advisors and consultants for purpose of making submissions and statements, both oral and written, and to sign any settlement or compromise as the said Attorney may consider beneficial on our behalf.

14. To further appoint, nominate and constitute any of its officials, directors, managers, nominees or associates as its duly constituted and lawful attorney for and on our behalf to exercise all or any of the powers conferred upon the said Attorney by these presents and to cancel, withdraw, amend, modify and/or revoke any of such powers conferred upon any of such attorneys by the said Attorney.

15. To do all other acts, deeds, matters and things in respect of the development on the SAS Land and Development of the Project including representing us, individually and collectively, before and corresponding with the DGTCP and other competent authorities for any of the matters relating to the development to be carried out on the SAS Land and Development of the Project and any other matters pertaining thereto.

16. To appoint at its sole discretion any other attorney or attorneys as the said Attorney may consider necessary.

17. **AND GENERALLY TO DO AND PERFORM** all such other acts, deeds, matters and things in regard to the SAS Land, the development on the SAS Land and Development of the Project not mentioned herein but which are otherwise necessary and convenient for all or any of the purposes aforesaid in respect of the development on the SAS Land and Development of the Project and for giving full effect to the powers hereby conferred fully and effectually as the Executants could do individually and collectively.

18. This GPA has been granted in accordance with the terms of the Agreement for binding consideration and is irrevocable in nature and shall remain binding on all representatives,

Director/Authorised Signatory

Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

r SAS SERVIZIO PVT. LTD.

Authorised Signatory

successors, executors and administrators of the Executants.

AND THE EXECUTANT DOTH HEREBY state that all acts, deeds or things done, performed, executed by the said Attorney or the agents/nominees/attorneys as may be appointed by the said Attorney pursuant to these presents, shall be binding, jointly and severally, upon the Executants as if each such act, deed or thing has been done individually or collectively by the Executants as if personally present to do so and the Executants doth hereby, jointly and severally, undertake and agree to ratify all such acts, deeds or thing as may be done by the said Attorney.

IN WITNESS WHEREOF we, the said **Executants** have executed these presents on this the 31ST day of October, 2012 in the presence of the following witnesses:

DRAFTED BY

NIHAL SINGH DHARIWAL
Advocate, Gurgaon

EXECUTANTS

(For **SAS SERVIZIO PRIVATE LIMITED**)

Mr. Sundeep Kalsi (Authorised Signatory)

(For **SUMEL BUILDTECH PRIVATE LIMITED**)

Mr. Sunil Dobhal (Authorised Signatory)

(For **SUMEL PROJECTS PRIVATE LIMITED**)

Mr. Sunil Dobhal (Authorised Signatory)

(For **SUMEL DEVELOPERS PRIVATE LIMITED**)

Mr. Sunil Dobhal (Authorised Signatory)

RECEIVED BY EDPL/SAID ATTORNEY

(For **EXPERION DEVELOPERS PRIVATE LIMITED**)

Mr. Suneet Puri (Authorised Signatory)

Witnesses:

1.
NIHAL SINGH DHARIWAL
Advocate, Gurgaon

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

2.

C. L. ARORA
Advocate
Distt. Courts, GURGAON

SCHEDULE – A

Land Schedule of SAS Land

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

SCHEDULE - A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
12. Detail of land owned by - M/s Sumel Buildtech Pvt. Ltd.											
24	Dharampur	49657	07.07.2011	12	16/2	4	0				
					17/2	4	0				
					18/1	5	18				
					23/2	5	0				
					24	8	0				
					25	8	0				
				13	21/1	6	12				
						42	10	Full	42	10	
									42	10	
									TOTAL AREA =		5.31250

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

For SAG SERVIZIO PVT. LTD

Authorised Signatory

SCHEDULE-A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
13. Detail of land owned by - M/s Sumel Projects Pvt. Ltd.											
25	Dharampur	9664	07-07-2011	2	23	7	3				
					24	3	16				
					18/1	1	8				
					29	0	5				
					- 30	0	8				
				4	1	8	0				
					2	8	0				
					3	8	0				
					10/2	6	0				
						43	4	Full	43	4	
26	Dharampur	8930	01-07-2011	3	19/2	4	8				
					20/1	0	9				
					21/2/1	5	8				
					21/2/2	1	11				
					22/1	2	8				
					22/2	0	10				
				17	8/4	0	18				
					9/1	4	4				
					10/1	3	15				
						29	12	Full	29	12	
27	Dharampur	8928	01-07-2011	17	11/2	4	16				
					12/2	6	0				
					13/2	6	15				
						17	11	Full	17	11	
28	Dharampur	15705	08-09-2011	5	11/2	7	12				
					12	8	0				
					20/1	4	0				
				6	16/2	6	2				
					17/2	0	9				
					24	7	15				
					27	0	9				
				9	4	8	0				
						42	7	Full	42	7	
									132	14	
									TOTAL AREA =		16.58750

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

SCHEDULE-A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area		Share	Area Taken		Acres
						K	M		K	M	
14. Detail of land owned by - M/s Sumel Developers Pvt. Ltd.											
28	Dharampur	8932	01-07-2011	4	22/2	4	10				
				11	2/2	3	12				
					3	8	0				
					4	7	17				
					5	7	17				
				12	1	3	4				
						41	0	Full	41	0	
									41	0	
									TOTAL AREA =		5.12500

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456013

785
07-11-2012

General Power of Attorney

THIS GENERAL POWER OF ATTORNEY ("GPA") IS EXECUTED on this 31st day of October, 2012 at Gurgaon by:

SOPHIA CONSTRUCTIONS LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at F-60, Malhotra Building, Connaught Place, New Delhi-110001acting through its representative Mr. Tarun Arora who has been duly authorized and empowered to execute this GPA, vide board resolution dated 22.08.2012 (hereinafter referred to as "**Sophia/Executant**")

IN FAVOUR OF:

EXPERION DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at F-9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Section 10, Dwarka, New Delhi – 110 075, (hereinafter referred to "**Attorney/EDPL**") and its nominees either Shri Hirdesh Bedi son of Shri C. K. Bedi or Shri. Suneet Puri son of Shri. Chamanlal and any other entity as may be nominated by EDPL.

"**Sophia/Executant**" and "**EDPL**" shall be referred to as "**Parties**" where collectively referred to herein and individually as "**Party.**"

For SOPHIA CONSTRUCTIONS LIMITED

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

Sophia Construction Ltd.
New Delhi

(1)

3185 6

प्रलेख नः 785

दिनांक 07/11/2012

डीड सबंधी विवरण	
डीड का नाम	GPA
तहसील/सब-तहसील	गुड़गांवा
गांव/शहर	धर्मपुर

धन सबंधी विवरण	
	स्टाम्प ड्यूटी की राशि 300.00 रुपये
रजिस्ट्रेशन फीस की राशि 100.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: N.S.Dhariwal, Adv.

यह प्रलेख आज दिनांक 07/11/2012 दिन बुधवार समय 4:18:00PM को श्री/श्रीमती/कुमारी Sophia Cons. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी F-60, Malhotra Bldg. Connaught Place, N. Delhi-110001 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Tarun Arora

श्री Sophia Cons. Ltd. thru Tarun Arora(OTHER)

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांवा

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Suneet Puri प्रतिनिधि हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी N.S.Dhariwal पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी G.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की। साक्षी नं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 07/11/2012

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांवा

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456012

NOW WHEREAS

A. The Executant owns and has the vacant and peaceful possession of **6.28516** acres of land situated at Sector 108 Gurgaon, Haryana more particularly described in Schedule – "A" attached hereto ("**Sophia Land**") in respect of which the development rights have devolved upon or shall devolve upon the Executant upon issue of license ("**License**") by the Director-General, Town and Country Planning, Government of Haryana, ("**DGTCP**") upon application for such License to be made upon execution hereof by EDPL and immediately upon the Executant being vested with such development rights in respect of the Sophia Land in terms of the License, all of such developments rights shall be automatically transferred to EDPL and/or its nominees as may be named by EDPL in terms of the Sophia Agreement (as hereinafter defined).

B. The Executant, and certain other land-owning companies being LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and LC-7 along with EDPL as described in the Sophia Agreement ("**LOCs A**") and certain other land-owning companies being LS-1, LS-2 and LS-3 as described in the Sophia Agreement ("**LOCs B**"), along with other parties have entered into a binding collaboration agreement dated 30-10-2012 (herein referred to as the " **Agreement**") whereby, the Executant hereto has agreed to contribute the Sophia Land (as described in the Agreement) and each of the "LOCs A" and "LOCs B" have agreed to contribute its respective portions of lands as detailed in the Agreement ("**LOC Lands**") into a common pool with the aggregate of such Sophia Land and the LOC Lands forming the Total Land as defined and described in the Agreement for development of the Project (as defined under the Agreement) in terms of the License and the Agreement.

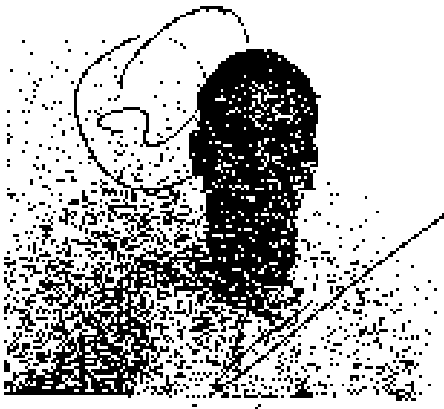
For SOPHIA CONSTRUCTIONS LIMITED

Authorised Signatory

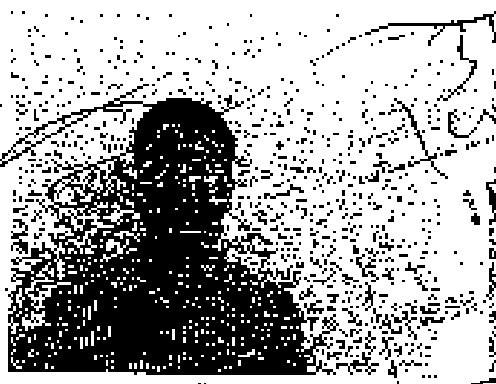
For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

Reg. No.	Reg. Year	Book No.
785	2012-2013	4

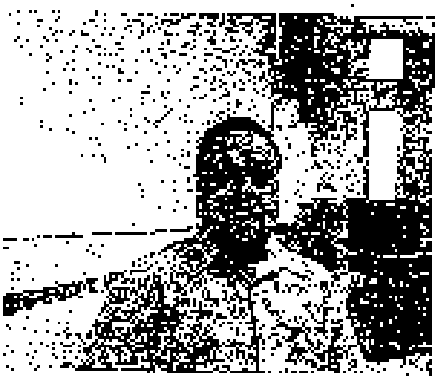


पेशकर्ता



प्रतिवादी

गवाह



उप/सहायक पंजीयक अधिकारी

पेशकर्ता	Tarun Arora		
नाबालिग	Simrat Puri		
गवाह	N S Dhariwal		
गवाह	C.L.Arora		

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA K 456011

C. As per terms of the Agreement, EDPL is entitled to apply to the DGTCP to obtain the License for development, construction and implementation of the Project on the "**Existing Land**" (as defined under the Agreement). Furthermore, EDPL is also entitled to carry out development and implementation of the Project as described in the Agreement (hereinafter referred to as "**Development**") upon the License being received from the DGTCP.

D. In terms of Clause 3.6 of the Agreement, the Executant has undertaken to grant this GPA in favor of EDPL and hence, this GPA is being executed by the Executant.

E. The Executant hereby executes this GPA in respect of the entire Sophia Land for the purposes of obtaining the "**License**" from the DGTCP as well as "**Approvals**" from various government and competent authorities for the purpose of the Development to be undertaken by EDPL on the Existing Land in the manner hereinafter appearing and subject to applicable laws, but without any power to sell, mortgage, charge on the Sophia Land or any part thereof until separately authorized by the Executant in terms of the Agreement.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that we, the Executant, do hereby irrevocably nominate, constitute and appoint EDPL, through its directors / authorized representatives and/or its substitutes as it may appoint/nominate from time to time for the purpose of this GPA, to be our true and lawful attorney ("**the said Attorney**") in its name and on our behalf to do and execute entirely for and on our behalf all such acts, deeds, matters and things and to exercise all or any of the powers and authorities hereby confirmed in respect of the development on the Sophia Land forming part of the Development of the Project on the

For SOPHIA CONSTRUCTIONS LIMITED

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

Reg. No.	Reg. Year	Book No.
785	2012-2013	4

3

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 785 आज दिनांक 07/11/2012 को बही नं: 4 जिल्द नं: 1,012 के पृष्ठ नं: 197 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं: 146 के पृष्ठ संख्या 7 से 8 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 ।

3/856
14/13 23

दिनांक 07/11/2012

उप / संयुक्त पंजीयन अधिकारी
गुड़गांव

Existing Land in terms of the Agreement or otherwise as may be deemed necessary by the Attorney and

TO DO THE FOLLOWING ACTS AND ACTIVITIES FOR OBTAINING LICENSE

1. To apply for grant of the License and to obtain other licenses, change of land use certificates, permits and permissions, sanction of building plans and any modifications thereof, necessary approvals, no objection certificates, clearances, consents, orders and directions from any statutory / competent authority ("**Approvals**") related to the Development of the Sophia Land and to generally do all acts, deeds and things for and on behalf of the Executant as may be required for the License.

2. To represent us before any and all the concerned authorities for all matters in connection with or related to seeking requisite Approvals and other permissions/approvals/licenses, including but not limited to water, electricity, fire safety and emergency plans, environmental, road, completion / occupancy certificates, FAR/FSI, infrastructural facilities, services and amenities etc. for the development of the Sophia Land forming part of the Project and for that purpose to sign all such applications, papers, documents, writings, agreements, assurances, undertakings, etc., as may be required from time to time, to carry on correspondence with the competent authorities under the applicable laws, to deposit fees and charges in respect thereof

3. To prepare, make, modify, submit, re-submit, sign, affirm and execute plans, applications, forms, and such other documents, guarantees, indemnities, undertakings, deposits, agreements and understandings as may be required for obtaining of change of land use of the Sophia Land, licenses, additional licenses, renewal of the License and Approvals and to present the same before any competent authority for purposes of the Project as may be deemed necessary by the said Attorney or as may be required by the competent authorities;

4. To represent us and participate in all meetings and hearings in all the offices of the President of India, Government of India, Ministries (State and Centre), Government of Haryana, Governor, State of Haryana, Director Town & Country Planning Department, Haryana, Haryana Urban Development Authority, Environmental Authorities, Pollution Control Board, Airport Authorities, Military and Defense Authorities, Roads and Highway Authorities, Water, Sanitation & Sewage Departments, Electricity Department and State Electricity Boards, Forestry and Animal Husbandry Departments, Panchayats, local government agencies, Block Development Offices, Revenue Departments, Income Tax Department, Municipal Corporation, Fire Authority, Geology and Mining Department or any other government authority/local body and/or court of law, to sign, make, confirm, affirm, deny, present, execute and register, if required, any letters, documents, applications, forms, objections, replies, representations, deeds, undertakings, guarantees, assurances, indemnities for any and all Approvals and the License/Project and to make payment of fees, deposits, charges, incur costs and expenses, to receive refunds and issue receipts, to take all necessary steps and to do or cause to be done all such acts, deeds, matters and things for the purposes aforesaid.

AND TO DO GENERALLY THE FOLLOWING ACTS POST OBTAINING OF THE LICENSE AND IN TERMS OF THE AGREEMENT

1. To carry out the Development of the Project in accordance with the sanctioned building plans, the Agreement and the terms of the License, either by itself or through architects,

For SOPHIA CONSTRUCTIONS LIMITED

Tarun Arora

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

engineers, designers, agents, attorneys, contractors, consultants, agencies, supervisors, surveyors, staff and employees etc. as the said Attorney may determine subject to the terms of the Agreement and the terms of the License and in accordance with such other directions and orders as may be given by the DGTCP and any other competent authorities as well as in accordance with applicable rules and regulations of the Government of India, the Government of Haryana, DGTCP and/or other concerned authorities in that behalf from time to time or as may be deemed necessary or expedient by the said Attorney in order to fulfill the obligations imposed upon the said Attorney under the Agreement.

2. To prefer appeals against any direction, order, decree, judgment or notification of any court/competent authority and/or any other statutory authority that may be made under the provisions of applicable laws for purposes of the Sophia Land and the Project.

3. To enter upon the Sophia Land with or without the said Attorney's surveyors, architects, engineers, consultants, advisors, contractors, agents etc. along with their tools, plant, equipment, machinery and workers for purposes of commencing and continuing the development thereon forming part of the Development of the Project as per the Agreement.

4. To draft and present letters, undertakings, affidavits, petitions, counter statements, written statements, appeals, applications, writings and documents, representations, complaints, reviews, writ petitions etc. before any court, the Assessor & Collector, DGTCP and other authorities including any tribunal in regard to any matter relating to the Sophia Land and the Project including the fixation of ratable value of the Sophia Land and in respect of the development to be carried out on the Sophia Land and for Development of the Project and/or any part thereof.

5. To appear before any competent authority in connection with development on the Sophia Land and Development of the Project for purpose of obtaining any No Objection Certificates (N.O.C), Approvals, License or other licenses, sanctions, permissions and approvals from the DGTCP/other competent authority including the Fire, Pollution Control, Labour, Mines, Geological, Archaeological, Water, DHVNL and HVPNL, Environmental, Forest and Airport Authorities etc. in connection with development on the Sophia Land and Development of the Project.

6. To apply to any competent authority and file requisite applications for obtaining any material for the development on the Sophia Land and Development of the Project and to make applications as also to correspond with the concerned authorities and to do such other acts, matters and things not mentioned herein as the said Attorney may think fit and proper for the purpose of the development on the Sophia Land and Development of the Project.

7. To purchase insurance for the Project against loss or damage against fire, lightning, tempest riots, strikes, civil commotion, enemy action, terrorism and terrorist action, malicious damage, floods and natural perils including landslide, rockslide, cyclones, inundation, earthquake etc. as the said Attorney may consider necessary and to pay the premium costs thereof on our behalf.

8. To pay for and on our behalf any deposits, fees, fines, penalties and costs as may be required to be paid to the DGTCP and other concerned authorities and as may be necessary for the purpose of development on the Sophia Land and Development of the

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

For SOPHIA CONSTRUCTIONS LIMITED

Tarun Arora

Authorised Signatory

Project and to claim and receive refund of any description and give valid and effectual receipts thereof in the name of and on our behalf in connection therewith.

9. To deal with any of the government, semi-government bodies and authorities and/or organization regarding any matter relating to the development on the Sophia Land and the Project and to make submissions and representations before any such bodies / organization / authorities in order to obtain all Approvals and other permissions relating to the development on the Sophia Land and the Project.

10. To prosecute, institute or defend any suit, claim, complaint or proceedings that may be necessary or expedient for all or any of the above purposes related to the development on the Sophia Land and the Project and for such purposes, to appoint any advocate (including any Senior Advocate), advisors, consultants, pleaders, representatives and agents for and on our behalf, to negotiate, agree, settle and pay all their consultation fees, costs and expenses, pay necessary court fees and incur related costs and expenses and to prosecute and defend such legal proceedings in or before any court or tribunal or officers or appellate or revision courts or any other authorities and for such purposes, the said Attorney may accept the service of any summons or notices issued by any court, tribunal and/or any competent authority for and on our behalf and reply to the same in such a manner as the said Attorney may consider it necessary or expedient.

11. To prefer any appeal against any order or orders that may be passed by any court, tribunal including any special leave petition or appeal as may be filed in the Hon'ble Supreme Court of India or other appellate courts from and against all or any of the orders that may be filed by any court, appeal court or any other court of competent jurisdiction related to the development on the Sophia Land and Development of the Project.

12. To execute decrees that may be passed by any court of competent jurisdiction related to the Sophia land and its development and Development of the Project and to take out execution proceedings as the said Attorney may consider necessary or expedient.

13. To refer any and all disputes relating to this GPA, development on the Sophia Land and the Project to mediation or arbitration, if necessary, and to institute proceedings in a court of appropriate jurisdiction and to conduct, prosecute/defend such matters before such court, the mediator or arbitrator and to appoint advocates, advisors and consultants for purpose of making submissions and statements, both oral and written, and to sign any settlement or compromise as the said Attorney may consider beneficial on our behalf.

14. To further appoint, nominate and constitute any of its officials, directors, managers, nominees or associates as its duly constituted and lawful attorney for and on our behalf to exercise all or any of the powers conferred upon the said Attorney by these presents and to cancel, withdraw, amend, modify and/or revoke any of such powers conferred upon any of such attorneys by the said Attorney.

15. To do all other acts, deeds, matters and things in respect of the development on the Sophia Land and Development of the Project including representing us before and corresponding with the DGTCP and other competent authorities for any of the matters relating to the development to be carried out on the Sophia Land and Development of the Project and any other matters pertaining thereto.

16. To appoint at its sole discretion any other attorney or attorneys as the said Attorney

For SOPHIA CONSTRUCTIONS LIMITED

Tarun Arora

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

may consider necessary.

17. **AND GENERALLY TO DO AND PERFORM** all such other acts, deeds, matters and things in regard to the Sophia Land, the development on the Sophia Land and Development of the Project not mentioned herein but which are otherwise necessary and convenient for all or any of the purposes aforesaid in respect of the development on the Sophia Land and Development of the Project and for giving full effect to the powers hereby conferred fully and effectually as the Executant could do itself.

18. This GPA has been granted in accordance with the terms of the Agreement for binding consideration and is irrevocable in nature and shall remain binding on all representatives, successors, executors and administrators of the Executant.

AND THE EXECUTANT DOTH HEREBY state that all acts, deeds or things done, performed, executed by the said Attorney or the agents/nominees/attorneys as may be appointed by the said Attorney pursuant to these presents, shall be binding on the Executant as if each such act, deed or thing has been done by the Executant itself as if personally present to do so and the Executant doth hereby and hereunder undertakes and agrees to ratify all such acts, deeds or thing as may be done by the said Attorney.

IN WITNESS WHEREOF we, the said Executant has executed these presents on this 31st day of October, 2012 in the presence of the following witnesses:

For SOPHIA CONSTRUCTIONS LIMITED

DRAFTED BY

NIHAL SINGH DHARIWAL
Advocate, Gurgaon

EXECUTANT

Director/Authorised Signatory

(For **SOPHIA CONSTRUCTIONS LIMITED**)
Mr. Tarun Arora (Authorised Signatory)

RECEIVED BY EDPL/SAID ATTORNEY

Director/Authorised Signatory

(For **EXPERION DEVELOPERS PRIVATE LIMITED**)
Mr. Suneet Puri (Authorised Signatory)

Witnesses:

1.

NIHAL SINGH DHARIWAL
Advocate, Gurgaon

2.

C. L. ARORA
Advocate
Distt. Courts, Gurgaon

SCHEDULE – A

Land Detail Residential Plotted Colony at Village Dharampur, Sector- 108, Gurgaon											
Sr. No.	Village	Sale deed No.	Date	Rect. No.	Killa No.	Area K	Area M	Share	Area Taken K	Area Taken M	Acres
11. Detail of land owned by - M/s Sophia Construction Ltd.											
30	Dharampur	9651	07-07-2011	5	4	7	7				
					5	6	16				
					6	7	8				
					7	8	0				
					13/1	4	0				
					14	8	0				
						41	11	Full	41	11	
31	Dharampur	5149	27-05-2011	12	2	5	10				
					3/1	6	18				
					9	7	12				
					12	8	7				
				4	15	7	18				
					16	7	18				
					17/2	3	7				
					18/2	3	7				
					19/2	3	2				
					22/2	2	5				
					23/2	4	3				
					30	0	4				
				3	11	7	12				
					12	1	8				
						69	17	1/8	8	14.3	
									50	5.3	
									TOTAL AREA =		6.283125

For SOPHIA CONSTRUCTION PVT. LTD.

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory