



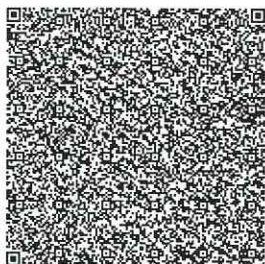
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL76078370512589L
Certificate Issued Date	: 07-Feb-2013 12:58 AM
Account Reference	: IMPACC (IV)/ dl741803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74180351798899513226L
Purchased by	: Ireo Grace Realtech Pvt Ltd
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Ireo Grace Realtech Pvt Ltd
Second Party	: Not Applicable
Stamp Duty Paid By	: Ireo Grace Realtech Pvt Ltd
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



DEVELOPMENT AGREEMENT

BETWEEN

PRECISION REALTORS PVT. LTD.

AND

Ireo GRACE REALTECH PVT. LTD.

Owner

For Precision Realtors Pvt Ltd.

[Signature]

Director/Auth. Signatory

Developer

For Ireo Grace Realtech Pvt. Ltd.

[Signature]

Director/Auth. Sign.

1

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

THIS DEVELOPMENT AGREEMENT ('AGREEMENT') is made at Gurgaon on this 7th day of February, 2013.

BETWEEN

PRECISION REALTORS PVT. LTD., a company incorporated and registered under the Companies Act, 1956 and having its registered office at 305, 3rd Kanchan House, Karampura Commercial Complex, New Delhi-110015 (hereinafter referred to as the "Owner" which expression shall unless repugnant to the meaning or context, be deemed to include its successors and assigns) of the **FIRST PART**;

AND

Ireo Grace Realtech Pvt. Ltd. (formerly known as Grace Realtech Pvt. Ltd.), a company incorporated and registered under the Companies Act, 1956 and having its registered office at 304, Kanchan House, Karampura Commercial Complex, New Delhi - 110015 (hereinafter referred to as the "Developer" which expression shall unless repugnant to the meaning or context, be deemed to include its successors and assigns) of the **OTHER PART**;

(The Owner and the Developer are hereinafter individually referred to as the "Party", and collectively referred to as the "Parties", as the case may be.)

WHEREAS:

- A. The Developer is, inter alia, engaged in the business of construction and development of real estate projects including, but not limited to, hotels, resorts, commercial offices, residential premises, townships, tourism projects and clubs.
- B. The Owner has purchased/is in the process of buying/owning parcels of land (hereinafter referred to as the "Land") and is inter alia engaged in the business of acquiring and developing land for the purpose of construction of buildings.
- C. The Owner shall keep aside such parcels of the said Land as such are duly got approved from the Developer as fit for development ("Developable Land" as more particularly defined hereinafter) and thereafter the Parties shall deal with the said Developable Land in the manner agreed herein.
- D. In view of the aforesaid understanding, the Parties have agreed to enter into this Agreement to record the terms of arrangement between the Parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS

In this Agreement, unless repugnant to or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

Owner

For Precision Realtors Pvt. Ltd.

Director/Auth. Signatory

Developer

For Ireo Grace Realtech Pvt. Ltd.

Director/Auth. Sign.

“Act” shall mean the Companies Act, 1956, as now enacted or as the same may from time to time be amended, re-enacted or replaced;

“Agreement” or “this Agreement” shall mean this Development Agreement including instruments supplemental to or amending, modifying or confirming this Development Agreement, in accordance with the provisions of this Development Agreement;

“Applicable Law” shall mean laws of India and shall include all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/ or of any statutory authority, whether in effect on the date of this Agreement or thereafter;

“Business Advance” shall have the same meaning as ascribed to such expression in Clause 2a.

“Developable Land” shall mean such parcels out of the said Land which the Developer approves for development into a residential or commercial project, including Information Technology (IT), Information Technology Enabled Services (ITES), Special Economic Zones (SEZ), Shops, Offices, Hotels or whatsoever under any policy of the Government of India permitting FDI under the automatic route including under Press Note 2 of 2005 issued by Department of Industrial Policy & Promotion.

“Developer Share” shall have the same meaning as ascribed to such expression in Clause 2g of this Agreement;

“Development Rights” shall mean all the rights for development granted under any license to develop or change of land use or any consent/permission of a similar nature granted by the concerned Governmental Authority and interalia include the following rights with respect to the Developable Land:

- (i) enter upon and take possession of the Developable Land for the purpose of developing the commercial/residential project;
- (ii) apply to the relevant Governmental Authority for obtaining sanction and/ or modification of the layout plans and architectural plans in connection with the execution of the project;
- (iii) amalgamate the Developable Land with adjacent other parcels of Developable Land;
- (iv) make necessary applications and/ or revise, modify, renew or amend applications on behalf of the Owner, under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules made thereunder, the Punjab Scheduled Road and Controlled Area Restriction of Unregulated Development Act, 1965 and the Rules made thereunder, and/ or any other act or the Applicable Law;
- (v) get the plans of the proposed buildings to be constructed on the Developable Land, prepared and sanctioned in accordance with the rules and regulations of the Governmental Authority for their approval and

Owner

Developer

For Precision Realtors Pvt.Ltd.

Director/Auth. Signatory

3

For Ireo Grace Realtech Pvt. Ltd.

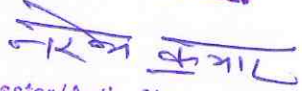
Director/Auth. Sign.

- sanction and make applications and/ or revise or modify applications for the change of user of the Developable Land;
- (vi) appoint architects, surveyors, engineers, contractors and other person or persons with respect to the construction;
 - (vii) make applications to the concerned Governmental Authority for obtaining water and electricity connection and permits for cement, steel, sewerage, internet, phone line, gas pipe, and other controlled building materials, if any;
 - (viii) file applications, declarations, certificates and submit information, as may be required under the Applicable Law before the DTCP and/ or other statutory authorities, on behalf of the Owner;
 - (ix) demolish any existing structures on the Developable Land and to level the same;
 - (x) erect buildings, including residential units, villas, office premises, sheds, warehouses and the like and to sell or lease out the same;
 - (xi) subdivide the Developable Land into plots;
 - (xii) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines and equipments;
 - (xiii) manage the Developable Land and the property and facilities constructed upon it;
 - (xiv) acquire additional floor space index or by whatever name it may be called in future ("FSI") and use the same for the purpose of development of the project and all benefits, whether present or future, arising out of the Developable Land, including but not limited to, the FSI arising out of the Developable Land;
 - (xv) sell, mortgage, lease, transfer, licence etc., the premises and/or the buildings and/or portions thereof at its sole discretion on behalf of the Owner and for its own benefit in any manner it may deem fit and proper;
 - (xvi) file objection(s) against land acquisition and/or any land acquisition proceedings by the Government and institute any writ/petition for compensation etc. in the court of law, and receive compensation thereof;
 - (xvii) enter into collaboration agreement/joint venture for development of the Developable Land with any Third Party;
 - (xviii) use any part of the Developable Land for creating project office, sales office, nursery or private security wall/barbed wire for security purposes, erect hoardings, etc.;
 - (xix) receive sale consideration, i.e. to say receive all the monies payable by, the prospective purchaser(s) on allotments of developed plots and/ or built up areas and on execution of the pre-sale agreements and other documentation, of the built up areas; and
 - (xx) accept the service of any writ of summons or other legal process or notice, to appear and represent the Owner before any court, judicial magistrate, tribunal or any Governmental Authority in connection with any portion of the Developable Land and to commence or file suits, legal actions or other proceedings in any court, before any judicial magistrate, tribunal or any Governmental Authority for partition of the Developable Land, removal of any encroachment on the Land, the recovery of possession over the Developable Land, for enforcement of title to the Developable Land and/ or to sign, execute, deliver or file all necessary vakalatnamas, warrants, claims, plaints, orders, applications, affidavits and/ or other documents, papers and writings;

Owner

Developer

For Precision Realtors Pvt. Ltd.


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4

For Ireb Grace Realtech Pvt. Ltd.


Director/Auth. Signatory

"Encumbrances" shall mean any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other Security Interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"Event of Default" shall have the meaning ascribed to it in Clause 8 hereinafter;

"Governmental Approvals" shall mean the permissions, no objection certificate, clearance, permit, sanctions, licence, approval, etc., required to be obtained in accordance with rules, regulations, bye-laws, legislation and acts, etc., for the implementation and development of the project on the Developable Land and any authorization, approval, consent, licence or permit required from any Governmental Authority, which shall include:

- (i) Letter of Intent;
- (ii) Bilateral Agreement;
- (iii) License;
- (iv) Clearance from the Ministry of Horticulture or Ministry of Environment or State Pollution Control Board, Haryana;
- (v) Zoning plan approval;
- (vi) Building plan approval;
- (vii) Clearance from Airport Authority of India;
- (viii) Clearance from Fire Department, Haryana;
- (ix) Occupation certificate/completion certificate;
- (x) Permission for amenities like roads, water, electricity, telephone, wireless, cable, direct to home, conditional access system, clubs and sewerage connections;
- (xi) Part completion or the completion certificate;
- (xii) Clearance from Public Works Department and Haryana Vikas Pradhikaran Nigam Limited; and
any other permission, approval, clearance, etc., that may be required in compliance with any laws, rules, regulations, bye-laws, etc., from time to time, for construction and development of the project.

"Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including the Town and Country Planning, Haryana and any other municipal/ local authority having jurisdiction over the Land;

"Land" shall have the same meaning as ascribed in Recital B of this Agreement;

Owner

Developer

For Precision Realtors Pvt. Ltd.

Director/Auth. Signatory

5

For Ireo Grace Realtch Pvt. Ltd.

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"Owner Share" shall have the same meaning as ascribed to such expression in Clause 2e of this Agreement;

"Person" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, partnership, joint venture, trust, any Governmental Authority or any other entity or organization;

"Security" shall have the meaning as ascribed to it in Clause 3a hereinafter;

"Shareholders" shall collectively mean all the shareholders of the Owner vested with the legal and beneficial ownership of the entire issued and paid up share capital of the Owner.

"Third Party" shall mean any Person that is not a signatory to this Agreement.

2. COMMERCIAL TERMS:

- a. The Developer had agreed to provide an amount of Rs. 100 Crores to the Owner as an advance of the Development Rights on the Developable Land (hereinafter referred to as the 'Business Advance'), to be drawn down either in a single installment or from time to time, on the specific request of the Owner. Out of which, the Developer has already paid an amount of Rs. 82,49,00,000/- (Rupees Eighty Two Core and Forty Nine Lakh Only) as a part of the said Business Advance
- b. The Owner shall be free to utilize the Business Advance subject to its final reconciliation prior to payment of the Owner Share (defined hereinafter). Subject to Clause 2g, the entire unutilized Business Advance shall be refunded to/adjusted by the Developer.
- c. The Parties have expressly agreed that the Owner shall be utilizing the Business Advance for the purpose of acquiring the Developable Land in and around Delhi and National Capital Region including Gurgaon, and Faridabad.
- d. The Owner shall be responsible for getting/obtaining all the Governmental Approvals, necessary plans, sanctions, permits, no-objection certificates and licenses that shall be required for the development of the Developable Land at the cost of the Developer. However the Developer may join the Owner in applying for specific Governmental Approvals on a case to case basis.
- e. In consideration of its promises and obligations herein, the Owner shall be entitled to a predetermined and fixed share out of all the sale proceeds from prospective purchasers of the developed area of the projects executed on the Developable Land. Unless varied hereinafter by mutual consent of the Parties in writing, the Owner Share is estimated and herein agreed as Rs.50,000/- (Rupees Fifty Thousand only) per gross acre over and above the costs incurred by the Owner for the purchase of the Developable Land (hereinafter referred to as the "Owner Share").

Owner

Developer

For Precision Realtors Pvt.Ltd.

Director/Auth. Signatory

6

For Ireo Grace Realtech Pvt. Ltd.

Director/Auth. Signatory

- f. The Owner shall be entitled to receive the Owner Share in full from the Developer, within 15 days from the grant of license/permission by a Government Authority to develop the Developable Land or such other time/ extension as the Parties may mutually agree.
- g. All sale proceeds received from the prospective purchasers of all the developed area of the projects executed on the said Developable Land, save and except for the Owner Share shall be appropriated by the Developer exclusively (hereinafter referred to as the "Developer Share"). The Developer shall be entitled to adjust the outstanding and unutilized Business Advance from the amounts payable to the Owner as Owner Share.

3. **SECURITY**

- a. The Shareholders of Owner have executed a separate Undertaking wherein they have represented that the custody of the entire shares of the Owner been kept with the Developer (hereinafter referred to as the said "Security"), which fact is hereby acknowledged by the Owner. The Shareholders have further agreed therein that the said Security shall remain in the custody of the Developer so as to secure the Business Advance of the Developer and also to assure them for the grant of the Development Rights by the Owner in their favour.
- b. The Shareholders have agreed and undertaken in the aforesaid Undertaking that the said Security shall remain in the custody of the Developer for so long as the Business Advance is outstanding with the Owner.
- c. The Shareholders have further agreed and undertaken in the aforesaid Undertaking that should there be any default on their part of their promises therein or those of the Owner herein, the Shareholders shall transfer the said Security in the name of the Developer or its nominee and the Owner hereby agrees and confirms that it shall give effect to such transfer.
- d. The Parties have agreed that the original sale deeds of the Developable Land shall be kept with the Developer as guarantee for due performance by the Owner of its obligations under this Agreement. However, it is agreed between the Parties that the Owner shall be granted the access to the original sale deeds kept at the offices of the Developer and shall also have the right to make and carry photocopies of the same.

4. **GRANT OF DEVELOPMENT RIGHTS AND EXECUTION OF DEVELOPMENT AGREEMENT**


- a. The Owner acknowledges and agrees that in consideration of the Owner Share, it shall grant the full Development Rights to the Developer. In the event that any particular or all the parcels of said Land are unsuitable for development in the sole opinion of the Developer, even if the same are licensed, the Owner shall be bound to give an alternate parcel(s) of the land and the Developer may at it's sole option either accept such alternate land or seek refund of the proportionate Business Advance utilized for purchase of such land.

Owner

For Precision Realtors Pvt.Ltd.

Director/Auth. Signatory

Developer

For Ireo Grace Realtach Pvt. Ltd.

Director/Auth. Sign.

- b. The Owner agrees and undertakes that it shall, whenever called upon by the Developer, execute such documents including general power of attorney as may, in the sole opinion of the Developer, be necessary for giving full effect to the purpose and intent of this Agreement. The afore-said documents shall inter alia also contain, if necessary, the detailed terms and conditions under which the proposed development of the Developable Land shall be undertaken by the Developer.

5. **BROAD CRITERION FOR SELECTION OF LANDS**

The said Land must be developable into residential, commercial projects under the Master Plan in NCR Region more particularly in Delhi, Gurgaon and Faridabad region.

6. **EXCLUSIVITY**

The Parties agree that on signing of this Agreement the Owner shall not approach and/or enter into any agreement with any Third Party for the purpose of purchasing and granting the Development Rights and the Developer shall at all times have the exclusive right thereupon.

7. **REPRESENTATIONS AND WARRANTIES**

- a. Representations and warranties of the Developer and the Owner:

The Developer and the Owner hereby represent and warrant as under:

- i. They are companies duly incorporated and validly existing under the laws of India and are in good standing with all Governmental Authorities having jurisdiction over them; and
- ii. They have all requisite corporate power and authority and to the best of their knowledge have all the applicable governmental approvals, if any, required to own their property and to carry on their business as now conducted and are duly qualified to do business in India; and
- iii. The execution, delivery and performance by them of this Agreement and the compliance by them of the terms and conditions hereof do not and will not:
 - a) contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality to which they are subject;
 - b) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other

Owner

Developer

For Precision Realtors Pvt. Ltd.


Director/Auth. Signatory

For Ireo Grace Realtech Pvt. Ltd.


Director/Auth. Signatory

agreement, contract or instrument to which they are a party or by which they or any of their property or assets are bound or to which they may be subject; or

- c) violate any provision of their memorandum and articles of association or any other similar constitutional documents.
- iv. There are no claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to them, which could reasonably be expected to:
 - a) enjoin, restrict or prohibit the acts as contemplated by this Agreement; or
 - b) prevent them from fulfilling their obligations set out in this Agreement or arising from this Agreement.
- v. This Agreement constitutes a valid and binding obligation enforceable against them in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other laws of general application affecting creditors' rights or the application of equitable principles.

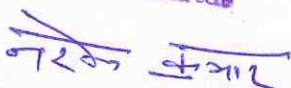
8. Events of Default of Owner:

- a. The occurrence and continuance of any one or more of the following events shall constitute a default of the Owner under this Agreement (each such event being herein referred to as an "Event of Default"):
 - i. If any steps are taken or proceedings are commenced for the dissolution, liquidation or winding up of, or for the suspension of the operations of the Owner;
 - ii. If the Owner becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of its creditors, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, manager, interim receiver, custodian, or other person with similar powers over the Owner or of all or any substantial portion of the Owner's property or assets, or files a petition or otherwise commences any proceedings seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition;
 - iii. If a trustee, receiver, manager, interim receiver, custodian, or any other person with similar powers shall be appointed of the Owner or of all or any substantial portion of the Owner's property or assets, a judgment or an order is made by a tribunal or court of competent jurisdiction restraining the Owner's ability to deal with all or any

Owner


Developer

For Precision Realtors Pvt. Ltd.


Director/Auth. Signatory

9

For Ireo Grace Realech Pvt. Ltd.


Director/Auth. Sign.

substantial portion of the Owner's property and assets or a judgment or order is made by a tribunal or court of competent jurisdiction approving any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, reorganization or other similar law affecting creditors' rights and such appointment, judgment or order is not vacated, stayed or set aside within 30 days of the date thereof; and

- iv. If any encumbrance or any other agreement or arrangement having substantially the same economic effect on or over the material assets of the Owner becomes enforceable and any step (including taking of permission on the appointment of a receiver, administrative receiver, manager or similar person) is taken to enforce such encumbrance; and
- v. The Owner does not utilize the Business Advance for the purchase of the said Land or fails to grant the Development Rights of the Developable Land to the Developer; and
- vi. There has been any breach of any representation, warranty, covenant or obligation of the Owner as contained in this Agreement.

9. **TERM**

- a. This Agreement shall remain valid and subsisting from the date hereof until superseded or until the time the Agreement gives effect to the transactions contemplated herein.
- b. Occurrence of an Event of Default shall give the right to the Developer to terminate this Agreement forthwith and the Developer shall have the immediate right of refund of the Business Advance from the Owner.

10. **ASSIGNMENT**

The Owner shall not have the right to assign this Agreement to any Third Party. However, the Developer shall have the right to assign this Agreement to any Third Party with the prior intimation to the Owner.

11. **GOVERNING LAW AND JURISDICTION**

- a. This Agreement shall be governed, interpreted by and construed in accordance with the laws of India.
- b. Subject to the 'Settlement of Disputes' Clause, the courts at Gurgaon shall have exclusive jurisdiction in relation to any matters concerning this Agreement.

12. **SEVERABILITY**

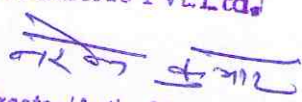
If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such

Owner

Developer

For Precision Realtors Pvt.Ltd.

For Ireo Grace Realtech Pvt. Ltd.


Director/Auth. Signatory


Director/Auth. Sign.

provision or part and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

13. **RIGHTS OF THIRD PARTIES**

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

14. **NOTICES**

All notices in connection with this Agreement shall be in writing and shall be sent by registered post acknowledgement due and/or by facsimile transmission provided a receipt of the same is received, to the other Party at the following address:

For the Developer:
Address: [same as above]

For the Owner:
Address: [same as above]

15. **SETTLEMENT OF DISPUTES**

In the event of any dispute(s) or difference(s) and /or claim(s) between the Parties arising out of this Agreement or in relation thereto, during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision(s) of this Agreement or regarding any question(s), including the question as to whether the termination of this Agreement by one Party has been legitimate or otherwise, the Parties shall endeavor to settle such dispute(s) amicably.

In the event no amicable resolution or settlement is reached between the Parties within a period of *thirty (30)* days from the date of notice being served by either Party upon the other that a dispute or difference has arisen, such dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed by the Developer.

The Owner understands, agrees and hereby confirms that it shall not raise any objection as to the fairness of such arbitrator on the grounds that such arbitrator is nominated by the Developer or is the Developer's employee, consultant or advocate or otherwise connected to it and the Owner further confirm that any such objection, if taken, shall be ignored and treated as null and void.

The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement.

Owner

Developer

For Precision Realtors Pvt.Ltd.

For ireo Grace Realtech Pvt. Ltd.

Director/Auth. Signatory

Director/Auth. Sign.

The arbitration proceedings shall be held as per the provisions of the [Indian] Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereto for the time being in force.

The arbitration award shall be final and binding on the Parties hereto.

The arbitrator shall be entitled to give interim awards and directions, which shall be binding on the Parties.

The language of arbitration shall be English. The venue of arbitration proceedings shall be Gurgaon, Haryana.

Nothing shall preclude a Party to this Agreement from seeking interim or injunctive relief or both, from the court having competent jurisdiction to grant the same.

16. **WAIVER**

Failure of the either of the Parties to enforce any of the provisions of this Agreement at any time shall not be deemed to be a waiver of such or any other provisions thereof.

17. **BINDING NATURE OF THE AGREEMENT**


The Parties have agreed that this Agreement shall be a legally binding document enforceable against them and supersedes the Memorandum of Understanding dated 23rd August 2010 executed between the Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on date, month, year and place written above.

Precision Realtors Private Limited
(Owner)

For Precision Realtors Pvt. Ltd.

BY:


Director/Auth. Signatory

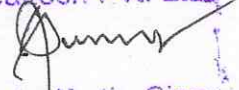
Name: Naresh Gupta

Title: Authorized Signatory

IREO Grace Realtech Private Limited
(Developer)

For ireo Grace Realtech Pvt. Ltd.

BY:


Director/Auth. Sign.

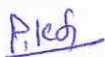
Name: Jai Bharat Aggarwal

Title: Authorized Signatory

WITNESSED BY:

1


Name:


P. Kesh
Anam Kuman Sharma
H.No-436, Krishnanagar
Gharanabad

Address:

2

Name:


Vishavraj
Vishavraj Dhankhar

Address:

V.P.O Kasmi Distt. Jhajjar