

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

दिल्ली DELHI

ASSIGNMENT AND DEVELOPMENT AGREEMENT

3626/19

This Assignment and Development Agreement (this "Agreement") is made and executed at New Delhi on the 5th day of September, 2011

BY AND BETWEEN

Splendor Landbase Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at F-38/2, Okhla Industrial Area Phase – II, New Delhi – 110020 and Corporate Office at Splendor Forum, 5th Floor, 03, Jasola District Centre, New Delhi – 110025 (hereinafter called the "First Party" or "Developer") acting through its Authorized Signatory, Mr. M.C. Sharma duly authorized vide Board of Director's resolution dated 25/08/2011

AND

Imperia Structures Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at A 25, Mohan Cooperative Industrial Estate, New Delhi 110049 (hereinafter called "Second Party" or "Imperia") acting through its Director, Mr. Harpreet Singh Batra duly authorized vide Board of Director's resolution dated 26/08/2011

AND

Baakir Real Estates Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at F-38/2, Okhla Industrial Area, Phase – II, New Delhi – 110020 (hereinafter called the "Confirming Party" or "Owner Company") acting through its Authorised Signatory, Mr. Manish Prakash duly authorized vide Board of Director's Resolution dated 24/08/2011

For Splendor Landbase Ltd

For IMPERIA STRUCTURES LTD.

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Authorized Signatory

Baakir Real Estates Pvt. Ltd.

The 'First Party' / 'Developer', the 'Second Party' / 'Imperia' and the 'Confirming Party' / 'Owner Company' are collectively referred to as "Parties" and individually as "Party".

The terms the First Party/Developer, "Second Party//Imperia and 'Confirming Party'/Owner Company' shall unless repugnant to the context or the meaning thereof shall include, amongst others, their respective representatives, administrators, permitted assigns and successors in interest.

All of the Parties have exchanged between themselves certified copies of the resolutions authorizing their respective signatories to execute this Agreement.

WHEREAS

- A. The Owner Company represents and warrants that it is the owner of all those pieces and parcel of free-hold land admeasuring 66 Kanals 17 Marlas (8.35625 acres) situated in the revenue estate of Village Maidawas, Tehsil & Distt. Gurgaon, falling in Sector-62, Gurgaon, Haryana, more fully described in Schedule - I hereunder written and shown in layout plan attached as Schedule - II (hereinafter referred to as the "Total Land"), having purchased the same through several sale deeds duly executed and registered in its favour, on basis whereof its name is duly mutated in the revenue records.
- B. The Owner Company has further represented that part of the Total Land as detailed in Clause B and C of Schedule - I hereunder were previously owned by M/s. Arnon Builders & Developers Pvt. Ltd. and M/s. Beyla Builders & Developers Pvt. Ltd. respectively.
- C. Hence, the Owner Company had, alongwith two companies, namely, Arnon Builders & Developers Pvt. Ltd. and Beyla Builders & Developers Pvt. Ltd., applied to the Director, Town & Country Planning, Haryana (herein "DTCP") for grant of license under Section 3 of Haryana Development and Regulation of Urban Areas act, 1975 (DTCP), vide Application dated August 22, 2007, for development of a Cyber Park Colony on the Total Land, pursuant whereof the DTCP has issued Letter of Intent (LOI) vide its letter bearing Memo No. LC-1629/DS(R)-2010/9965 dated 10.08.2010 and has also granted license vide License No. 86 of 2010 dated 23rd October, 2010 for setting up a Cyber/IT Park on the Total Land.
- D. The Owner Company further represents that in pursuance of the above said License, total FSI amounting to 9,09,995 Sq. Ft. approximately (on the area measuring 8.35625 acres of the Total land) has been permitted as per the existing norms of the planning department for development of Cyber Park Colony on the Total Land.
- E. The Owner Company further represents that subsequent to the grant of the said License the land owned by M/s. Arnon Builders & Developers Pvt. Ltd. and M/s. Beyla Builders & Developers Pvt. Ltd as detailed in Clause B and C of Schedule - I were transferred in favour of the Owner Company vide Sale Deed dated 16th February 2011 (duly registered as Document No. 34171 in Book No. 1, Zild No. 9753 on Page No. 140

For Splendor Landbase Ltd.

For IMPERIA STRUCTURES LTD.

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Baakir Real Estates Pvt. Lt.

on March 07, 2011) and Sale deed dated 15th February 2011 (duly registered as Document No. 34172 in Book No. 1. Zild No. 9753 on Page No. 140 on March 07, 2011) respectively, after obtaining permission from DTCP vide Memo No. DS(R)-LC-1629/2011/1615 and DS(R)-LC1629/2011/1616, both dated 7th February 2011. The Owner Company represents that the necessary action for transfer of license in respect of entire land in the name of the Owner Company has been taken in pursuance of above said Memo issued by the DTCP.

- F. In pursuance of the aforesaid License granted by the DTCP and after obtaining approval of zoning plans, building plans and other requisite approvals, sanctions, permissions and licenses and in accordance with applicable laws, byelaws, rules and regulations, etc. the Owner Company was desirous of developing the Total Land as Cyber Park Colony consisting of various tower(s) / block(s) of different sizes and dimensions to be developed for construction of individual Building(s)/ Tower(s) thereon along with support infrastructure, utilities and services (hereinafter referred to as the **'Total Project'**).
- G. The Developer, being well established in the business of real estate development and having significant expertise in developing, promoting, marketing and selling of Commercial Complexes, Malls, Integrated Townships, Commercial and Residential Buildings, IT/Cyber Parks in various parts of Northern India was desirous of acquiring the development rights in respect of 50% FSI equivalent to 4,54,997.5 Sq. Ft. out of total FSI of 9,09,995 Sq. Ft. of the Total Land or as approved by Regulatory Authorities according to the zoning plans to be approved by the Regulatory Authorities (hereinafter referred to as the **'Said FSI'**) for setting up a Cyber Park comprising various Units and commercial spaces along with utilities and common areas therein (**Project**) on the plot of land, out of the Total Land, which are shown in orange and green colors in Layout Plan attached herewith as **Schedule-II** (hereinafter referred to as the **'Said Land'**) in accordance with the Building Plans to be sanctioned by the Regulatory Authorities and in that respect had approached the Owner Company for acquiring rights to undertake development including all rights to promote, market and sell of saleable area/units therein.
- H. That in pursuance of the above a Development Agreement had been executed between the Owner Company and the Developer on the 18th day of May, 2011 vide which the Owner Company had granted, assigned and transferred all rights of development and construction of the **Project** on the **Said Land** with the Said FSI, at the cost and expenses of the Developer, including all rights to promote, market, book and sell the saleable area/ units therein including part of the Said FSI alongwith other rights and entitlements of the Project.
- I. That the Second Party/ Impena, being engaged in the business of real estate development and having significant experience and expertise in the said field has approached the Developer to acquire development rights in respect of the Constructible FSI admeasuring 2,30,000 sq. feet out of the Said FSI, or as may be approved by Regulatory Authorities according to the zoning plans (hereinafter referred to as the

'Assigned FSI') irrespective of any variation in the Said FSI on the exclusively allocated plot of land as has been more particularly described in Schedule - I to this Agreement and which is on the right side of 24 meter wide road of the Total land and is shown in green color in Schedule - II attached hereto, out of the Said Land situated in Village Maidawas, Tehsil and District Gurgaon, falling in Sector-62, Gurgaon (hereinafter referred to as the 'Assigned Land'), for setting up a Cyber Park building(s) comprising of various units and commercial spaces along with utilities and common areas therein (hereinafter referred to as the 'Assigned Project') (in accordance with necessary approvals and Sanctioned Plans) including all rights to promote, market and sell the saleable area/ units therein.

- J. The Second Party acknowledges that the First Party has readily provided all information, documents and clarifications as required by them in respect of the Total Land including the Assigned Land and the Second Party has perused and verified, the title documents of the Total Land including the Assigned Land, the License bearing No.86 of 2010 dated 23/10/2010 alongwith the above said Memo. dated 07.02.2011 and all the Agreements and documents executed between the First Party and the Confirming Party and all other approvals and permissions and other relevant documents in respect of the Total Land including the Assigned Land, shown by the First Party and has satisfied itself about the title, authority and competency of the First Party and the Confirming Party to grant development rights in respect of the Assigned FSI on the Assigned Land on such terms as they deem fit and receive the consideration for the transfer and assignment of such rights.
- K. That the Second Party/Imperia has confirmed to the Developer that it has full knowledge of all the applicable laws, rules, regulations, notifications, etc. in general and applicable to the Total Land and the Assigned Project in particular, and the terms and conditions contained in this Agreement, and that Imperia has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses in this Agreement and have relied solely on their own judgment and investigation in deciding to enter into this Agreement.
- L. That based on the representations of the Second Party, the First Party has agreed to grant and assign development rights in respect of the Assigned FSI on the Assigned Land to the Second Party with all rights appurtenant thereto for development and construction of the Assigned Project on the Assigned Land and sale of saleable area/units therein alongwith other rights and entitlements, as mentioned herein of the Assigned Project, and vest in Imperia all rights to develop the Assigned Project at the costs and expenses of Imperia. At the request of the Developer, the Owner Company is signing this agreement as Confirming Party in acknowledgment and confirmation of grant of aforesaid development rights in respect of the Assigned FSI on the Assigned Land by the Developer to Imperia.

M. Accordingly, the Parties are entering into this Assignment and Development Agreement for recording the framework, terms and conditions of assignment of all rights, titles and interests in the Assigned Land, sale of the Assigned FSI and assignment of developmental rights on the Assigned Land for the Assigned Project and the governance of their relationship in relation to development of the Assigned Project.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

"Agreement" means this Assignment and Development Agreement;

"Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof including the Haryana Apartment Ownership Act, Haryana Urban Planning and Development Act, Haryana Development and Regulation of Urban Areas Regulation Act, 1995 and Rules framed there under, Municipal Laws or any other Act which may be promulgated or brought into force and effect hereinafter in Haryana including notifications, policies, laws, bye-laws, orders, ordinances, protocols, codes, guidelines, notices, directions, judgments, decrees, injunctions or other requirements or official directive of any Central/State Government or of any statutory Authority in Haryana, as may be in force and effect during the subsistence of this Agreement applicable to the Total Project/Project/ Assigned Project and Parties hereto.

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates to be obtained in the name of Owner Company (including, for the avoidance of doubt the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Total Project/Project/Assigned Project including, without limitation, environmental clearances, change of land use, conversions, zoning plan(s), layout plan(s), building plan(s), temporary power connections and all other approvals and/or permissions from any other statutory or Governmental Authorities whether State or Central, required for purposes of commencing construction and development activity;

"Assigned Project" shall mean the development and construction of a Cyber Park building on the Assigned Land which inter alia shall include construction of Units for independent use alongwith support infrastructure like electricity, water, sewage, sanitation, power, lights, communication/telecom/entertainment support lines/cables, accompanying access ways, roads or other support utilities & services, internal infrastructure, landscape, green areas, parking spaces, etc. in accordance with the

Sanctioned Plans and to be named as 'IMPERIA BYRON' or any other name as may be considered appropriate by Imperia.

"Assigned FSI" shall mean the fixed Constructible FSI equivalent to 230,000 Sq. Ft. out of the Said FSI of 4,54,997.5 Sq. Ft. of the Said Land or as may be approved by Regulatory Authorities according to the zoning plans, on the exclusively allocated plot of land, shown as green color in Schedule - II of this Agreement, out of the Said Land on which development will be done by Imperia as per the terms of this Agreement. The parking area, service area, rescue area, mumbties, under-ground tanks, overhead tanks which are free from FAR as per building bye laws are apart from the Assigned FSI of 230000 Sq Ft.

"Assigned Land" shall mean the plot of land, situated on the right side of the 24 meter wide road of the Total Land and bounded on West by 24 meter wide road and shown in green color in Schedule - II attached hereto, situated in Village Maidawas, Tehsil and District Gurgaon, falling in Sector 62, Gurgaon over which the Assigned Project will be constructed and developed exclusively by the Second Party.

"Buildings" mean the buildings, structures and constructions to be constructed by Imperia as part of Assigned Project on the Assigned Land in terms of the Sanctioned Plans for Cyber Park and commercial purposes along with all internal and external services, amenities, facilities, fittings and fixtures;

"Building Plans" shall mean the building plans for construction of Assigned Project on the Assigned Land to be prepared in accordance with the prescribed norms, building bye laws and other conditions of the Regulatory Authorities.

"Completion" shall mean completion of the Assigned Project including unit(s) thereof in accordance with the Sanctioned Plans along with support infrastructure, utilities, and services in accordance with the Applicable Laws, bye-laws and rules in force at the relevant time in respect of the Assigned Project.

"Complex" shall mean the Cyber Park building(s) comprising of IT towers/plots/Units and commercial area to be constructed on the Said Land.

"Completion Approvals" shall mean and include completion / occupation certificate of the Project as well as satisfactory completion of electric work and other statutory approvals for completion and occupation of Saleable Area/Units.

"Consideration" means amount payable by Imperia to the Developer, at the rate of Rs. 525.00 per Sq. Ft. of the Assigned FSI and described in detail in Article 4.1 of this Agreement, for acquiring all rights, title and interests in the Assigned FSI and rights to undertake development of the Assigned Project including all rights to promote, market and sell the saleable area/units therein.

"Constructible FSI" shall mean the FSI with all necessary approvals accorded on it up to the sanctioned Zoning Plan.

"Contractor" shall mean and include all persons or companies or partnership firms carrying on any development or construction work, vendor or suppliers of material, machine, equipment for the purpose of construction or Development or any other work, labour or labour contractors, architects or any other person doing any job for the purpose of the Assigned Project.

"Cyber Park Colony" or **"Total Project"** shall mean the area of Total Land divided or proposed to be divided into plots and/or buildings to be developed as cyber park as defined and permitted by the Haryana Development and Regulation of Urban Areas act, 1975 or DTCP, Haryana.

"Development" shall mean and include construction of Assigned Project comprising of Units and development of commercial area, support infrastructure facilities, utilities and services, superstructures, common areas and facilities and construction of any nature whatsoever to be carried out by Imperia on the Assigned Land as per the terms of this Agreement.

"Development Cost" shall mean all costs and expenses incurred/ to be incurred by the Imperia with respect to the Assigned Project including cost of construction, raw materials, expenses for approvals, Completion Approvals, permissions, sanction of plans, payment of taxes, levies and fee, payment to Contractors or any other charges payable to any Regulatory authority and described in detail in Article 4 of this Agreement.

"Encumbrances" means pledge, negative lien, positive lien, non-disposal undertaking, charge, restriction, lispendens, acquisition or requisition proceedings, set of or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Assigned Land;

"Effective Date" means 25th February, 2011 on which date the Second Party has paid the first instalment for acquiring development rights as per this Agreement.

"Lay-out Plan" shall mean the detailed plan for the Assigned Project formulated in accordance with the prescribed norms and regulations, building bye-laws and other conditions of the Regulatory Authorities.

"Person" shall mean any individual, body corporate, association of individuals or bodies corporate, society or such entity as is capable of having rights and obligations under Applicable Law.

"Plan" means the drawings and plan for the Cyber Park Building, prepared by the Owner Company in consultation with the Developer and Imperia, in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable general power of attorney executed by the Owner Company in favour of Imperia substantially in the form at Appendix A;

"**Prospective Buyer(s)**" shall mean and include all Persons intending to book / purchase any/ all Saleable Area / Units in the Assigned Project together with the proportionate interest and undivided share in the Plot underneath the Building whereupon the Saleable Area / Units have been constructed and rights to use the facilities and services provided in the Assigned Project including the easementary rights attached thereto.

"**Regulatory Authority(ies)**" shall mean and include any governmental, semi-governmental, regulatory, municipal, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, board or entity in Haryana authorized to make laws and having jurisdiction over the Assigned Project/ Project/ Total Project/ Total Land including but not limited to Municipal Corporation, Electricity Supply Board, Water Sewage and Disposal Authorities, Forest Department, Pollution Control Board, Airport Authority, National Highway Authority or any other such authority appointed under any Act or law, governing the development of the Assigned Project and/or to whom the charges for the external and internal development of the Total Project/Project/ Assigned Project or other charges, levies and fee are to be paid.

"**Said Land**" shall mean the plots of land out of the Total Land as shown in orange and green colors in the Layout Plan attached herewith as Schedule - II

"**Said FSI**" shall mean 50% FSI equivalent to 4,54,997.5 Sq. Ft. out of Total FSI of 9,09,995 Sq. Ft. of the Total Land or as approved by Regulatory Authorities according to the zoning plans, on which development will be done by the Developer itself and Imperia as per the terms of this Agreement.

"**Saleable Area**" shall mean such area of the Assigned Project, which can be sold as Cyber Park area and shall include the saleable Units, undivided floor area(s), permissible commercial area of the Assigned FSI on the Assigned Land or other spaces forming part of the Development.

"**Sanctioned Plans**" means layout/zoning/demarcation plan, Building Plans duly sanctioned by the Regulatory Authorities for the Total Project/ Project/Assigned Project after payment of sanctioning charges or any other charges, levies, duties or fee payable in this regard.

"**Tax**" shall mean and include all taxes, fees, cesses, levies, that may be payable under the Applicable Law to the Regulatory Government Authorities in connection with the Assigned Project, including the taxes, fees, cesses, levies, etc. which may be imposed, charged or levied in future on the Assigned Land or on the Development / construction thereon.

"**Units**" shall mean the separate and self contained Cyber spaces intended for independent use to be constructed on various floors of the Complex along with proportionate undivided rights and interest in the land underneath.

1.2 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

1.3 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

2. TRANSACTION/ARRANGEMENT BETWEEN PARTIES:

2.1 The First Party/Developer in lieu of Consideration paid / payable by the Second Party as per Article 4 of this Agreement and promises made and obligations assumed by the Second Party under this Agreement and relying on confirmations, representations and assurances of the Second Party contained in this Agreement hereby authorizes and assigns exclusive rights to the Second Party to undertake the development and construction of the Assigned Project on the Assigned Land with Assigned FSI and pool, sell and allot the Saleable Area / Units in the Assigned Project. For this purpose the Developer shall grant an exclusive license to Imperia to enter upon the Assigned Land and develop the same in terms of the applicable laws, approvals and sanctioned plans. The Developer further agrees to irrevocably and exclusively permit and authorize Imperia, its agents, servants, associates and any person claiming through or under them to enter upon the Assigned Land for construction and development of the Assigned Project in accordance with this Agreement without any let or hindrance by either the Owner Company or the Developer. Imperia shall also be entitled to all its rights contained in this Agreement including without limitation rights contained in Article 8 & 10.

2.2 On the Date of this Agreement the Owner Company shall execute and deliver the POA in favour of Imperia authorizing, amongst others, Imperia to carry out developmental activities of the Assigned Project including activities to promote, market and sell the saleable area/ units therein.

3. RIGHTS OF DEVELOPMENT

3.1 That the First Party and the Confirming Party shall deliver the symbolic possession of the Assigned Land to the Second Party with effect from the effective date. The actual physical possession of the Assigned Land shall be handed to the Second Party upon approval of demarcation and zoning plan from the Regulatory Authorities and receipt of entire consideration as per payment clause of this Agreement.

3.2 The Second Party shall be entitled to commence the Development work of the Assigned Project only after the First Party has obtained the sanction of Building Plans, zoning plans & other necessary approvals from the Regulatory Authorities.

3.3 The Second Party shall have the exclusive right and authority to develop, design, construct, complete, market, sell and maintain the Assigned Project at its own costs and expenses, which inter-alia shall include the following benefits, privileges, authorizations and entitlements, to be exercised in accordance with the Applicable Laws:

- a. To develop, design, engineer and construct the Assigned Project along with all support infrastructure services etc. in conformity with the Sanctioned Plans and Applicable Permits / Laws.
 - b. To complete the construction and development of the Assigned Project. If the Completion Approvals in respect thereof from the Regulatory Authorities is obtained by the First Party then the Second Party shall extend its full co-operation and support and bear the proportionate cost in respect thereof.
 - c. To maintain, up-keep, operate and preserve the Assigned Project either by itself or by appointing any maintenance agency.
 - d. To promote, advertise and market the Assigned Project.
 - g. To undertake the development and construction work on the Assigned Land in such manner as it deems fit and always in accordance with the Applicable Laws, approvals and sanctioned plans. Imperia may undertake the same either by itself or through competent contractors and sub-divide the work or appoint sub-contractors or enter in to suitable Agreement with Co-Developers, as it may deem fit and proper.
- 3.4 The Second Party shall comply with all Applicable Permits, Applicable Laws, bye-laws, regulations, conditions of the Regulatory Authorities, Local and Municipal Authorities as may be applicable from time to time in respect of the Assigned Project. The Second Party shall ensure that the Development of the Assigned Project is in conformity with the license, approvals and Sanctioned Building Plans.
- 3.5 The Second Party shall not to do or cause to be done any act, omission or things which may in any manner contravene or cause breach of any Applicable Laws, rules, bye-laws or regulations or which may amount to misuse / breach of any terms hereeto.
- 3.6 It is agreed between the Parties that in case the Assigned Project would be adjacent to the other buildings to be developed by the First Party/its nominees on the Said Land, the Parties shall endeavor to appoint the same architect and make a common plan after mutual decision so as to have uniformity in the structure of buildings. However, same is not binding on the Parties and in case the Parties are unable to appoint a common architect then both the Parties can appoint their respective architects.
- 3.7 It is agreed between the Parties that the charges, costs and all the expenses towards sanctions of Building Plan and other necessary approvals and sanctions by the Regulatory Authorities which will be carried out by the First Party will be shared by the Parties on proportionate basis in proportion to their area of FSI except for the share of cost to be incurred for obtaining zoning plan approval which is included in the consideration money paid/payable by the Second Party to the First Party.

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- 3.8 Further, in case the construction and Development of Assigned Project and the adjacent building/tower in the complex is done by the Parties on the basis of common Sanctioned Building Plan then it shall be responsibility of the First Party/Owner Company to obtain various permissions and approvals from the Regulatory Authorities for construction of the towers including and not limited to the environmental clearance, completion/occupation certificate etc. and costs for same shall be borne by the Parties on proportionate basis in proportion to their area of FSI.
- 3.9 The Second Party agrees to construct and develop the Assigned Project as per the Sanctioned Building Plans and in accordance with the Layout Plans. The construction and Development of Assigned Project and adjacent building in the Complex shall be done with mutual co-operation.
- 3.10 As each of the Parties is required to complete its obligations in the Total Project in terms of the Approval(s) received for the same, each of the Parties undertake to comply with the time lines as set out/ may be set out in all Approval(s) with respect to the respective FSIs to be developed by each of them. In case of any default made by any Party of the specified time lines such defaulting Party shall be liable to bear all costs, charges, damages, interests, penalties or the like that may be imposed by any Authority, due to such delay/ default in the Total Project.
- 3.11 Imperia shall be entitled to raise loan/take any financial assistance from banks/financial institutions and other lenders for the purpose of Development by creating mortgage or charge on the Assigned Land. The Owner Company and/ or the Developer agree that they shall provide all assistance in respect thereof. Imperia shall be exclusively responsible for the repayment of such loans. It has been agreed that Imperia shall adhere to the repayment policy as stipulated by the bank/financial institution. The Second Party shall obtain the NOC from the lending bank/institution, if required, in respect any financial assistance availed by it in respect of the Assigned Project, before execution and registration of any sale deed in favour of the Prospective Buyer(s).
- 3.12 The Owner Company and the Developer shall render full co-operation necessary for creating mortgage or charge on the Assigned Land by Imperia for raising funds to finance the Development of the Assigned Project. The Owner Company shall sign and execute relevant documents, including power of attorney for this purpose and issue No Objection Certificate to Imperia for mortgaging the rights under this Agreement.

ARTICLE 4 DEVELOPMENT COST AND EXPENSES

- 4.1 The entire cost of Development / construction of the Assigned Project on the Assigned Land including such fees, taxes, service tax, charges and all the applicable tax, cess, levies, duties or other payments etc. (including statutory dues to workmen, employees, etc) payable to the Architects, Engineers, Contractors, Staffs, and Workmen, as are directly related to the Assigned Project including all expenses and costs involved in performance of the rights, obligations and entitlements of the

Second Party under this Agreement shall be borne by and paid by the Second Party/Imperia.

- 4.2 The consideration amount referred to above includes but is not confined to license fee, scrutiny fee, conversion charges, payable to the Regulatory Authorities. However, it has been clearly understood by the Parties that the internal development charges, external development charges, infrastructure development charges, Bank Guarantees to be provided to DTCP etc., and development plans, expenses towards common development, Architect's/Consultant's Fees, interest on delayed payments, if any, all Taxes, levies and charges including Service Tax, if any payable under Applicable Laws to various Regulatory Authorities whether prospective or retrospective, in respect of the Total Project/Project/Assigned Project on the Total Land/Said Land/Assigned Land, shall be proportionately shared by the Parties in proportion to their area of FSI.
- 4.3 That the Second Party shall provide from its own resources, Bank Guarantees equivalent to the proportionate cost of the Internal Development Charges and External Development Charges as may be attributable to it, as per the proportion of the Assigned FSI to the Total FSI. If the Second Party is unable to arrange the same then the First Party may arrange the same against the collateral of the Said Land including Assigned Land provided that the Second Party shall not raise any objection to such arrangement and shall pay the bank charges and margin money in proportion to the amount of Bank Guarantee in respect of the Assigned Project.
- 4.4 The Second Party shall bear all wages, salaries, fee etc. of all Person, Contractors, professionals, architects and consultants employed by the Second Party, or their sub-contractors, agents, nominees for the purpose of the Development / construction on the Assigned Land. The Second Party shall indemnify the First Party and the Confirming Party against any claims and during the course of Development in regard thereto. The Second Party will be solely responsible for any claims and proceedings, if made or initiated by any Person or otherwise in connection with the Development work of the Assigned Project.
- 4.5 The Development Cost of the Assigned Project shall, subject to provision of 4.1 above, include but not be limited to costs incurred on (i) Development /construction of the Assigned Land (ii) obtaining approvals and sanctions including fees and other costs in connection with approval of layout plans, building plans and drawings etc., (iii) marketing, selling, carrying out promotional activities, (iv) obtaining utilities connections (electricity, sewer & water), (v) advertisement and other expenses which are connected with or incidental to the sale of the Assigned Project, (vi) civil, electrical, sanitary works, water works, internal and approach roads, common facilities on proportionate basis.
- 4.6 The Second Party shall, at its own cost, take adequate insurance coverage for the Assigned Project, as may be required, during the construction of the Assigned Project.

- 4.7 The Second Party shall complete construction of the Assigned Project within the period of sanctioned / or extended period(s). Any fee, penalty or interest if levied or demanded by the DTCP or any other Regulatory Authorities, the same shall be borne by the Second Party in addition to the expenses to be incurred for obtaining such extension(s) if any.
- 4.8 That, in terms of the license granted to the Owner Company for the Total Project, a 24 metre wide major internal road is to be constructed as part of the Project. The cost of construction of the road shall be borne by the Owner Company, the Developer and Imperia in ratio of their respective FSIs to the Total FSI.

ARTICLE 5 CONSIDERATION

5.1 In consideration of the Developer transferring and assigning their exclusive development right of the Assigned FSI over the Assigned Land and assigning other rights and entitlements in respect of the Assigned Project in favor of Imperia and other covenants in this Agreement, Imperia has agreed to pay the Developer a sum of Rs. 14,37,50,000/- (Rupees Fourteen Crore Thirty Seven Lacs Fifty Thousand only), out of which a sum of Rs.11,37,50,000/- (Rupees Eleven Crore Thirty Seven Lacs Fifty Thousand only) has already been paid by Imperia to the Developer, as under, the receipt whereof the Developer hereby acknowledges:

- (i) Rs. 1,00,00,000.00 (Rupees One Crore only) vide cheque no. 003135 dated February 25, 2011 drawn on Axis Bank Limited, Jasola, New Delhi,
- (ii) Rs. 1,75,00,000.00 (Rupees One Crore Seventy Five Lacs only) vide cheque no. 003198 dated March 12, 2011, drawn on Axis Bank Limited, Jasola, New Delhi,
- (iii) Rs. 1,75,00,000.00 (Rupees One Crore Seventy Five Lacs only) vide cheque no. 003200 dated March 14, 2011, drawn on Axis Bank Limited, Jasola, New Delhi,
- (iv) Rs. 1,50,00,000.00 (Rupees One Crore Fifty Lacs only) vide cheque no. 003242 dated March 28, 2011, drawn on Axis Bank Limited, Jasola, New Delhi,
- (v) Rs. 2,00,00,000.00 (Rupees Two Crores only) vide cheque no. 003265 dated June 1, 2011, drawn on Axis Bank Limited, Jasola, New Delhi, and
- (vi) Rs.1,00,00,000.00 (Rupees One Crore only) through Real Time Gross Settlement (RTGS) vide UTR NO. SBINH11215322973/cheque no 944740 dated August 3, 2011 through State Bank of India, New Friends Colony, New Delhi.

Baaki Real Estates Pvt Ltd
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(vii) Rs.1,70,00,000/- (Rupees One Crore Seventy Lacs Only) vide Cheque No. 409584 dated 26/08/2011 drawn on HDFC Bank Limited, K.G. Marg, New Delhi.

(viii) Rs.67,00,000/- (Rupees Sixty Seven Lacs Only) vide Cheque No. 944750 dated 26/08/2011 drawn on State Bank of India, Ishwar Nagar, Mathura Road, New Delhi

That balance consideration of Rs.3,00,00,000/- (Rupees Three Crores only) shall be paid by the Second Party to the First Party as under:

- a) Rs. 3,00,00,000/- (Rupees Three Crore Only) upon transfer of above said License No. 86 of 2010 dated 23/10/2010 in favour of the Confirming Party i.e. M/s. Baakir Real Estates Pvt. Ltd. by the DTCP. For this a Cheque No.844252 dated 20/01/2012 drawn on S.B.I., New Friends Colony, New Delhi for Rs. 3,00,00,000/- is being handed over by the Second Party to the First Party simultaneously with the execution of this Agreement which will be encashed by the First Party within a week upon transfer of above said License.

That it is agreed and understood between the parties that the entire sale consideration amount mentioned above has been computed on the FSI measuring 2,30,000 sq. ft. to be exclusively developed by the Second Party on the Assigned Land which has been assigned by the First Party out of the permitted FSI by the DTCP to be developed/constructed on the Said Land and is inclusive of the cost for zoning plan approval.

The Owner Company confirms that it has already received consideration from the Developer for assignment of all rights, titles and interests in the Said Land in favour of the Developer, and no amount is to be paid by Imperia to the Owner Company for assignment of all rights, titles and interests in the Assigned Land in favour of Imperia.

ARTICLE 6 MAINTENANCE

- 6.1 The common areas and facilities in open area in the Project to be developed by the First Party on the Said Land, i.e., area other than earmarked for construction of buildings on the Said Land, excluding the areas on Assigned Land will be maintained by the First Party or its nominated agency. The Second Party in case of availing benefit of such common maintenance facilities will be liable to pay to the First Party/its nominated agency the charges, as may be mutually agreed with the First Party/its nominee and allocable to the Assigned FSI/Second Party for maintaining, managing and up-keep of the common areas and facilities in open area in Said Land excluding the areas on Assigned Land on the basis as may be decided amongst both the parties.

Baakir Real Estates Pvt Ltd
Authorised Signatory

- 6.2 The maintenance, management and operation of the Assigned Project in addition to upkeep and repair of services, utilities, infrastructure, plant and machinery etc. shall be undertaken by the Second Party or any other maintenance agency nominated by the Second Party for this purpose.
- 6.3 Unless taken over by the Municipality or any other authority, it shall be the responsibility of the Second Party/its nominated maintenance agency at all times to provide the maintenance and upkeep of the Assigned Project, in terms of horticulture, electricity, power-back up, sewage, sanitation and drainage disposal system, water supply system, lighting, security, and any other facility provided / to be provided for the common use of the Assigned Project.
- 6.4 The Second Party shall be entitled to charge such maintenance charges and security deposit from the Prospective Buyer(s), as may be determined by it.
- 6.5 The Second Party / Maintenance Agency shall be entitled to and shall have valid rights to put up signages & display material within the Assigned Project. However any signage or display material outside the Assigned Project on the Outer Façade/Terrace/Balconies or anywhere in the Complex shall be done strictly as per the signage norms issued by DTCP and for putting signages/hoardings/posters etc. outside the Assigned Project or anywhere in the Complex apart from the Assigned Project specific approval of the First Party or its Nominated Maintenance Agency shall be required to be attained by the Second Party/its Occupant. The rules and regulations with respect to the signages applied/made applicable with respect to the Assigned Project by the First Party/nominated maintenance agency shall be same as the rules and regulations for signages issued by DTCP and will be applicable to all the developers/occupiers in other towers in the Complex.

ARTICLE 7 TAXES

- 7.1 The Parties shall deal with their respective Income Tax, service tax, works contracts tax and other fiscal liabilities matters at their own risks and costs and all Parties shall cooperate with each other for providing any assistance or for appearing before any authorities in connection therewith.
- 7.2 In case either Party does not pay any charges / fees / levies / duty / tax etc., which it is liable to pay and other Party is required to pay such charges / fees / levies / duty / tax etc., on behalf of the defaulting party, then the defaulting party shall reimburse the amount paid by the other party as such and shall keep the other Party indemnified and harmless regarding the same.
- 7.3 The payment of stamp duty and registration charges, if any in respect of the POA and this Agreement shall be borne by Imperia. Stamp duty chargeable on the execution of Sale Deed, whenever executed, for conveyance of the Assigned Land in favour of Imperia shall be borne by Imperia.

For Signature: _____

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Baanu Real Estate Pvt. Ltd

ARTICLE 8
AGREEMENT WITH PURCHASER AND OTHER THIRD PARTIES

- 8.1 The Second Party shall be entitled to promote, market, book and allot Saleable Area / Units in the Assigned Project and to receive the booking amounts, instalments, or other considerations/charges payable by the Prospective Buyer(s). The Second Party shall ensure that all bookings, allotment or any other arrangement entered for allotment/sale/lease of the Saleable Area / Units in the Assigned Project should be in compliance of all the Applicable Laws, bye-laws, rules and regulations as may be notified by the Regulatory Authorities.
- 8.2 However, it is clearly agreed and understood between the Parties that sale or transfer of Units / Saleable Area in the Assigned Project by the Second Party in favour of Prospective Buyers shall not create any liability and / or responsibility of whatsoever nature on the First Party and the Owner Company, as it is sole obligation of the Second Party to complete the Assigned Project in all respects and also make the Assigned Project free from all Encumbrances prior to execution of sale deed. The Second Party agrees to keep the First Party fully indemnified from all claims from the Prospective Buyers.

ARTICLE 9
OWNER COMPANY'S, DEVELOPER'S AND IMPERIA'S RIGHTS AND COVENANTS

- 9.1 Representations of the Owner Company and the Developer:
- (i) That the Owner Company is the sole and beneficial owner of the Assigned Land and had conveyed all rights in favour of the Developer with respect to the assignment of all development rights, including all the rights of development and construction of the Assigned Project on the Assigned Land and sale of saleable area/ units therein alongwith other rights and entitlements of the Assigned Project,
 - (ii) That the Owner Company shall keep the title to the Assigned Land marketable and free from all encumbrances and shall not sell, transfer, mortgage or create charge on the Assigned Land or any portion thereof under any circumstances except as agreed hereinabove,
 - (iii) The Developer has not assigned or conveyed to any other party in any way all or any of the Assigned FSI or development rights in respect thereof as had been vested in it by the Owner Company in terms of the Development Agreement executed by the Developer with the Owner Company on the 18th day of May, 2011, a copy whereof is attached as Schedule III.
 - (iv) The Owner Company confirms that it does not have any objection to any clause in this Agreement which may be at a variance or may be different from any of the clauses in the Development Agreement executed by the Developer with the Owner Company.

- (v) The Parties have agreed that a fixed consideration is payable by Imperia to the Developer for assignment of all rights, titles and interests in the Assigned Land, the development rights and other rights and entitlements as have been granted by the Owner Company to the Developer in respect to the Assigned Land and neither the Owner Company nor the Developer shall have any interest in the Assigned Project and/or area developed on the Assigned Land except as mentioned in this Agreement.

9.2 Representations of the Second Party/Imperia:

- (i) It has absolute right, power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein.
- (ii) The execution, delivery and performance by the Second Party of this Agreement and the consummation by it of the transactions contemplated herein (i) have been duly and validly approved by its Board of Directors, (ii) do not violate or contravene any law, rule or regulation applicable to it, (iii) do not violate or conflict with any provision of its memorandum of association or articles of association.
- (iii) It is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or on account of any contractual obligation assumed by it, from undertaking the obligations and entering into this Agreement.

**ARTICLE 10
OBLIGATION ON THE PARTIES**

10.1 Obligations of the Owner Company

- a) The Owner Company shall extend necessary co-operation to the Developer.
- b) The Owner Company and/ or the Developer shall do all such acts, deeds, and sign/ execute/ deliver all such, documents, deeds statements, affidavits as may be required for the development of Assigned Project on the Assigned Land in accordance with this Agreement, including taking all Approvals as are necessary for the Assigned Project.
- c) The Owner Company shall, upon execution of the POA in favor of Imperia, not do any act, deed that may have the effect of cancelling or revoking the POA or in any manner prejudice or affecting the Power/ authority vested in Imperia.

Baaki Razi Estates Pvt. Ltd.

Authorised Signatory
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- d) The Owner Company shall keep in its custody all original deeds and approval documents relating to the Total Project and shall provide notarised copies of the same to Imperia for their records.
- e) Without prejudice to the above, the Owner Company, shall comply with and ensure compliance of all its other obligations specified in this Agreement.

10.2 Obligations of the First Party

Subject to Imperia complying with its obligations under this Agreement:

- a) The Developer shall extend necessary co-operation to Imperia and do all such acts, deeds, and sign/ execute/ deliver all such, documents, deeds statements, affidavits as may be required for the development of Assigned Project on the Assigned Land in accordance with this Agreement including taking all Approvals as are necessary for the Assigned Project.
- b) The Developer shall, upon execution of the POA by the Owner Company in favor of Imperia, not do any act, deed that may have the effect of cancelling or evoking the POA or in any manner prejudice or affecting the Power/ authority vested in Imperia.
- c) Without prejudice to the above, the Developer, shall comply with and ensure compliance of all its other obligations specified in this Agreement.

10.3 Obligations of the Second Party

- a) The Second Party shall be responsible / liable to obtain, maintain and comply with all Applicable Permits / Laws in connection with the Development of the Assigned Project. The Second Party shall ensure strict compliance of Applicable Laws / Permits and shall solely be responsible for all actions, consequences, penalty etc. for breach thereof.
- b) All Person(s) / Contractors engaged by Second Party for Development of the Assigned Project shall at all times be and remain the employees / agents of Second Party, who alone shall be responsible and liable for all their wages, salary, fees, cess and other dues whatsoever, whether payable to them as per the terms of their contract or as per Applicable Laws. The Second Party shall also be responsible and liable for the payment of any statutory dues and discharge of any statutory obligations as applicable to such employees. The Second Party shall keep the First Party fully indemnified and saved harmless from and against all claims and demands raised or made by or on behalf of the Persons / Contractors so engaged, as also from and against all actions, suits, fines, penalties and proceedings, damages, losses, costs and expenses,

caused to the First Party as a result of any such claim and demands as aforesaid.

- c) The Second Party shall defend, compromise and settle all suits, proceedings and cases against any/ all acts with regard to development, construction and marketing of the Assigned Project.

ARTICLE 11 INDEMNITY

11.1 Each Party ("Defaulting Party") shall keep indemnified and holds harmless the other Party/ies ("Non Defaulting Party") against any losses or liabilities, costs or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Non Defaulting Party on account of:

- a) Any failure on the part of the Defaulting Party to discharging its liabilities and/ or obligations under this Agreement, and /or
- b) On account of any act(s) of omission(s) or misrepresentations or for breach of any representation and warranties made by the Defaulting Party under this Agreement.

ARTICLE 12 NOTICES

Any notices required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) If sent by prepaid courier, airmail, registered mail, within five days of being sent; or (iii) If sent by facsimile or other similar of electronics communications (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

ARTICLE 13 CONFIDENTIALITY

This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by the Parties except when the same is required to be disclosed pursuant to the applicable laws, rules, regulations etc. or is appropriate in connection with any necessary or desirable intimation to the Government of India

11/11/2016, 11:21:11 AM

Baak, Real Estates Pvt. Ltd

Authorized Signatory

**ARTICLE 14
DISPUTE RESOLUTION**

If any dispute arises amongst the First Party and Second Party hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, both the parties shall endeavor to settle such dispute amicably.

In the case of failure by the First Party and the Second Party to resolve the dispute in the manner set out above within 30 (Thirty) days from the date when the dispute arose, then the dispute shall be referred to arbitration before one (1) arbitrator appointed jointly by the Parties, failing which, each Party shall appoint one (1) arbitrator each and the arbitrators so appointed shall jointly appoint a third Arbitrator who shall preside as the chairman of the 'Arbitration Board'. The venue for arbitration shall be New Delhi. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in English language. The arbitrators shall decide any dispute or claim strictly in accordance with the governing Law specified in Article 15.11.

The arbitrators' award shall be substantiated in writing and the Parties shall submit to the arbitrator's/Arbitration Board's award which shall be enforceable in any competent court of law.

**ARTICLE 15
MISCELLANEOUS**

- 15.1 **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 15.2 **No Principal/ Agent relationship:** Nothing contained in this Agreement shall constitute or be deemed to constitute that any Party is a principle or agent of any other Party hereof.
- 15.3 **Independent Right:** Each of the right of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other right available to them, and the exercise or non- exercise of any such type shall not constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 15.4 **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and has been signed by each Party.

15.5 **Assignment:** It is agreed between the Parties that the Second Party may assign its rights under this Agreement to any Third Party by giving atleast 15 days prior written intimation of the same to the First Party and after furnishing a Indemnity Bond to the First Party indemnifying the First Party against interalia any losses or liabilities, costs or claim(s), action(s) or proceeding(s) that may arises against the First Party or Total Project due to non-completion or construction of Assigned Project within the period sanctioned by Regulatory Authority and/or non-discharge of obligations under this agreement and/or any default or negligence by the Third Party/Assignee as stated hereinabove.

Further, in case of such assignment by the Second Party the Second Party shall ensure that the Third Party/Assignee as stated hereinabove shall abide by all the terms and conditions of this Agreement.

15.6 **Force Majeure:** Neither Party shall be deemed to be in default of the performance of any of its obligations herein if it is delayed or prevented by conditions constituting Force Majeure which are occasioned by causes beyond the control of such affected party which it could not avert in spite of best endeavor and due diligence and which has not occasioned due to any act of omission or commission of the affected Party and shall include but not be limited to any law, order, rule or direction of any government or municipal or statutory agency or other authority, restraints, injunctions, prohibition, withdrawals of permissions not due to default of the affected Party, fire, earthquake, civil commotion or by reason of war or enemy action or any act of God or any other reasons or cause beyond the reasonable control of the affected Party.

Non-performance by either of the Parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure.

Any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed shall:

- a) notify to the other Party as soon as possible specifying the nature, cause, commencement and extent of non-performance due to Force Majeure;
- b) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;
- c) resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to an extent which permits resumption of such performance.

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Authorised Signatory

- 15.7 **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 15.7 **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the Consideration moving from any party hereto to the other(s), and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 15.8 **Cost:** Each Party will bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
- 15.9 **Supersession:** Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between Parties as to its subject matter and supersedes any previous understanding or Agreement on such subject matter between the Parties.
- 15.10 **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 15.11 **Governing Law:** This Agreement shall be governed by and construed in accordance with the Laws of India.
- 15.12 **Jurisdiction:** The Courts at Delhi alone shall have jurisdiction in all matters arising out of, touching and/ or concerning this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

For and on behalf of
Splendor Landbase Ltd.

For and on behalf of
Imperia Structures Ltd.

For and on behalf of
Baakir Real Estates Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
Director

[Signature]
Baakir Real Estates Pvt. Ltd.
Authorized Signatory

WITNESS:
[Signature]
WITNESS:
[Signature]

WITNESS:
[Signature]
WITNESS:
[Signature]

WITNESS:
[Signature]
WITNESS:
[Signature]

Schedule - I

Description of Land

- A. **Khewat/Khata No. 415/500** , Rect No.6, Kila No.7 (4-3), 14(6-10) and **Khewat/Khata No. 411/495** , Rect No.6, Kila No.8 (1-16) and **Khewat/Khata No. 407/489** , Rect No.6, Kila No.12/2 (6-19) and **Khewat/Khata No. 412/496** , Rect No.6, Kila No.13 (8-0), 19/1(7-10) and **Khewat/Khata No. 409/493**, Rect No.6, Kila No.17 (4-12) and **Khewat/Khata No. 404/486** , Rect No.6, Kila No.18 (8-0)) Fields 08, Area 47 kanal 10 marla Salam i.e. 5.9375 Acres,
- B. **Khewat/Khata No.359/435** , Rect No.6, Kila No.22 (8-0) , 23(8-0)) Fields two, area measuring 16 kanal 0 Marla to the extent of 52/525, that is 1 Kanal 12 Marla Total Area admeasuring 1 kanal 12marla i.e 0.20 Acres,
- C. **Khewat/Khata No. 358/434** , Rect No.24, Kila No.3 min (3-7) field one area measuring 3Kanal 7 Marla salam and **Khewat/Khata No.359/435** share , Rect No.6, Kila No.22 (8-0) , 23(8-0)) Fields two, area measuring 16 kanal 0 Marla to the extent of 473/525 share, that is 14 Kanal 8 Marla Total Area admeasuring 17 kanal 15 marla i.e 2.21875 Acres, Situated in the revenue estate of Vill Maidawas Tehsil & Distt.-Gurgaon

The land as detailed in Clause B were purchased from Arnon Builders & Developers Pvt. Ltd. And the sale deed dated 16th February 2011 has been executed after obtaining permission from DTCP vide memo no DS(R)-LC-1629/2011/1615 dated 7th February, 2011.

The land as detailed in Clause C were purchased from Beyla Builders & Developers Pvt. Ltd. And the sale deed dated 15th February 2011 has been executed after obtaining permission from DTCP vide memo no DS(R)-LC-1629/2011/1616 dated 7th February, 2011.

For Splendor Landbase Ltd

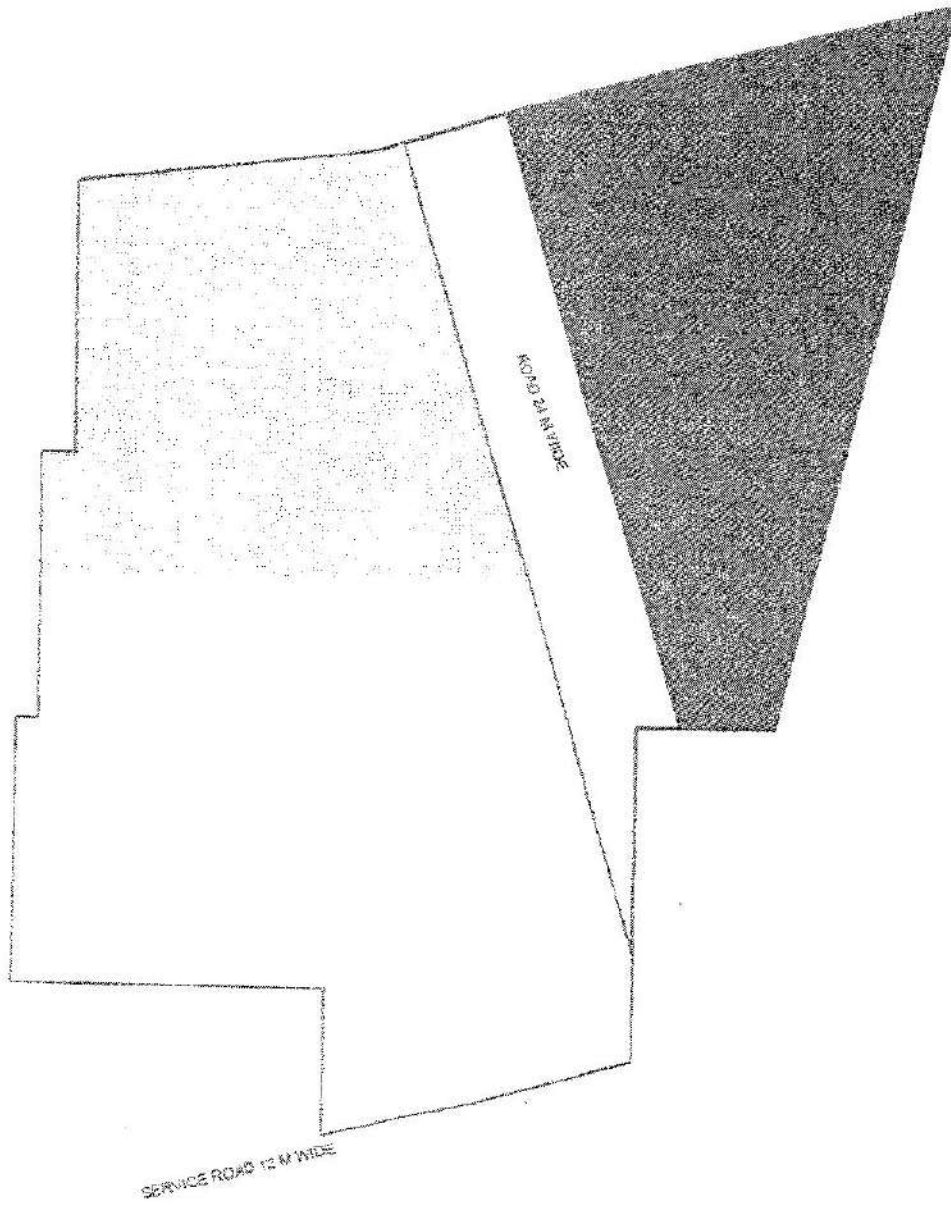
For IMPERIA STRUCTURES LTD.

Baakir Real Estates Pvt. Ltd.

Director

Authorised Signatory

SCHEDULE - II



For Splendor Landbase Ltd

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For IMPERIA STRUCTURES LTD.

Director

Baakir Real Estates Pvt. Ltd

[Signature]
Authorised Signatory

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