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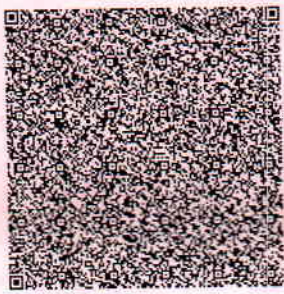


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP00104729245600L
Certificate Issued Date : 25-Jul-2013 01:10 PM
Account Reference : NONACC (BK)/ upbobbk02/ GREATER NOIDA1/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPBOBBK0200105675503815L
Purchased by : MSRS MANGALYA BUILDTECH PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : GH-16F, SECTOR -1, GREATER NOIDA
Consideration Price (Rs.) : 10,16,00,000
(Ten Crore Sixteen Lakh only)
First Party : MSRS SOLARIS INFRA PROJECTS PRIVATE LTD
Second Party : MSRS MANGALYA BUILDTECH PVT LTD
Stamp Duty Paid By : MSRS MANGALYA BUILDTECH PVT LTD
Stamp Duty Amount(Rs.) : 50,80,000
(Fifty Lakh Eighty Thousand only)



Please write or type below this line



For Solaris Infraprojects Pvt. Ltd

Authorised Signatory

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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IV 934/13

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed in Noida, Uttar Pradesh on this 18th of July 2013 between.

M/s Solaris Infra Projects Private Limited, a company registered under the Companies Act, 1956 having as office at 2366, Chuna Mandi, Pahar Ganj, Delhi-110055, through its Director Mr. Hemant Kumar Singh, S/o. Shri Kamakhya Narayan Singh R/o. 102/ 103 J.S. Arcade, Sector- 18, Noida duly authorized by the Board of Directors (hereafter referred to as the "First Party", which expression shall unless repugnant to context hereof mean and including its successors, administrators, permitted assigns and all those claiming through it.)

AND

M/s Mangalya Buildtech Pvt. Ltd. A company incorporated under the Companies Act, 1956 having its Registered Office, B-7, Ashoka Niketan, Manak Vihar, New Delhi - 110092 through its Director Mr. Anil Kumar S/o. Shri. Manager Singh duly authorized by the Board of Directors (hereinafter referred to as the "Second Party" which expression shall unless repugnant to context hereof mean and include its successors, administrators, permitted assigns and all those claiming through it).

Whereas First Part and Second Party, together referred to as "Parties".

WHEREAS Greater Noida Industrial Development Authority allotted the Leasehold Plot No. GH-16-F, (admeasuring 24,620 Sq. Mtr.) Sector-01, Greater Noida, (hereinafter referred to as the "said plot of land") to the first party for developing the housing project/s and by way of lease deed **dated 21.06.2013, Bahi No. 1, Jild no. 13545, Page no. 231 to 340, Registration no. 15293 executed its favor by the office of Sub-Registrar Office, Gautam Budh Nagar (U.P.)**

AND WHEREAS the First Party keeping in view the expertise of Second Party in developing and selling the housing complexes, has offered to assign the development and construction rights of 2,60,000 sq. ft. (Two lac sixty thousand only) of FSI in the said plot of land, with foot prints of 2500 Sq mtr only for two towers No. 06, No. 07 (22 storied) above basement floors or stilt car parking for construction of approx 220 flats (Approx) of various sizes which includes area used for development of walk ways and landscaping surrounding the above mentioned towers, to the second Party against the consideration of Rs. 101600000.00 (Ten crores sixteen lacs only) and the

For Solaris Infraprojects Pvt. Ltd.
Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.
Anil Kumar
Director

विक्रय अनुबंध विलेख

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कामाख्या नारायण सिंह



व्यवसाय व्यापार

निवासी स्थायी 2366 चूना मण्डी पहाड़गंज नई दिल्ली-55
अस्थायी पता 2366 चूना मण्डी पहाड़गंज नई दिल्ली-55

ने यह लेखपत्र इस कार्यालय में दिनांक 25/7/2013 समय 3:46PM
बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

25/7/2013

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

प्रथम पक्ष

द्वितीय पक्ष

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कुमार सिंह

पुत्र श्री कामाख्या नारायण सिंह

पेशा व्यापार

निवासी 2366 चूना मण्डी पहाड़गंज नई दिल्ली-55



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पेशा व्यापार

निवासी बी-7 अशोका निकेतन मानक विहार नई
दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री मृत्युंजय कुमार

पुत्र श्री डी0एन0पी0सिन्हा

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निवासी जी-2/149 ज्ञानखण्ड-1 इन्दिरापुरम गाजियाबाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

agreed to accept the assignment of FSI at the same rate on the following terms and conditions.

NOW THE MEMORANDUM OF UNDERSTAND WITNESSETH AS UNDER:-

1. RULES OF INTERPRETATION:-

In this M.O.U. unless the context otherwise requires:-

- a. Headings are for convenience only and shall not affect interpretation;
- b. Words denoting the singular number shall include the plural and vice versa;
- c. Words denoting any gender shall include all genders;
- d. Words denoting persons shall include bodies of persons and corporations and vice versa;
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings'
- f. References to any Party shall include the party's successors and permitted assigns;
- g. References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time.
- h. Documents executed pursuant to this M.O.U. form part of this M.O.U.
- i. Reference to any M.O.U. or notice shall mean an M.O.U. or notice in writing and 'writing includes all means of reproducing words in a tangible and permanently legible form;
- j. Reference to this M.O.U. to "Recitals" and "Clauses" are to the recitals and clauses of this M.O.U.
- k. If there is any conflict in interpreting two or more clauses of this M.O.U. same shall be interpreted harmoniously.

For Solaris Infraprojects Pvt. Ltd.


Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.


Director

प्रथम पक्ष

Registration No.: 934

Year : 2,013

Book No. : 4

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2366 चूना मण्डी पहाड़गंज नई दिल्ली-55

व्यापार




2. ANNEXURES

2.1 That the Annexures to this M.O.U. shall form an integral part of this M.O.U.

3. Scope of the M.O.U.

- 3.1 That for the consideration as agreed in this MOU, First Party hereby agrees to grant, convey and transfer to the Second Party all their rights, titles interest in/of the construction and sale of the part of group housing comprising of 2,60,000 Sq.Ft (Two lac sixty thousand only) on FSI, of sanctioned and allowed FSI, in the said plot of land, With foot prints of 2500 Sq mrt for two towers No. 06, No. 07 (22 storied) above basement floors for construction of approx 220 flats (Approx) of various sizes (herein after referred to as the 'said area' or More clearly mentioned, details and explained in Schedule-A) and the Second Party hereby agreed and undertakes to develop and construct the said area in accordance with the sanction plans, approvals and licenses subject to the terms and conditions of this MOU.
- 3.2 That the second Party shall carry out the construction as per the sanctioned and approved plans, designs and drawings without any interference of the Parties on the said area up to the assigned FSI of 2,60,000 Sq. Ft. (Two lac sixty Only). The Second Party shall raise the entire construction of this area at its own cost.
- 3.3 That the Parties shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the residential complex on the said area.
- 3.4 That the Second Party shall develop and construct at its own cost, the said area as per the sanctioned plan furnished, filled and obtained by the Second party in the name of Parties. The Second Party shall be entitled to get the plans modified or rectified as the need may be by from the appropriate concerned authority as its own cost.
- 3.5 That both the Parties agrees in accordance with the terms and conditions of this MOU herein recorded to place the said area at the complete disposal of the Second Party and all the powers and authority of the Parties as may be necessary for the development, construction and completion of the proposed residential complex on the said area, vest with the Second Party.

For Solaris Infraprojects Pvt. Ltd.


Authorized Signatory

For Mangalya Buildtech Pvt. Ltd.


Anil Kumar

Director

द्वितीय पक्ष

Registration No. : 934

Year : 2,013

Book No. : 4

0201 मै0 मांगलय बिल्डटेक प्रा0लि0द्वारा अनिल कुमार
मैनेजर सिंह *Anil Kumar*
बी-7 अशोका निकेतन भानक विहार नई दिल्ली
व्यापार




- 3.6 That the Second Party shall for and on behalf of and in the name of the Parties apply to Authority, Government or otherwise, State or Central, and/or such other authorities as may be concerned, in the matter for requisite permission, sanctions and approvals for the development and construction of the proposed residential complex on the said area in accordance with the applicable laws and Bye-laws. However, the Second party, after seeking permission from appropriate authority to make or agree to make such variations, alteration, modifications, deletions and/or additions in the designs of the plans as may be required or considered by the Second Party.
- 3.7 That is case any extra FSI/FAR is allowed to be constructed after execution of this agreement due to change in law or relaxation in building bye-laws, then the Second Party shall be entitled to utilize the extra/additional FAR proportionate to the entire FAR and the FAR transferred to it as per authority payment of additional consideration. However, Second Party shall be not be liable to pay additional fee etc. which shall be levied or livable on that additional proportionate FAR.
- 3.8 That the Second Party shall develop, construct and complete the Residential complex on the said area at its own costs, expenses and resources after procuring the requisite permissions sanctions and approvals of all competent authorities and the parties shall signs and execute the requisite plans, papers documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Second party to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the Residential complex. The responsibility of obtaining the sanctions and approvals, with respect to the said area, shall be of the Second party and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from the Second Party. Government Fees and Charges shall be paid by the Second party from its own sources without claiming any charge or liability from the Parties.
- 3.9 That the Second Party does not assume any responsibility or liability in the event of non completion of any area of the said plot of land other than the said area and/or consequences arising there from or incidental thereto except as may be specifically agreed in this MOU.

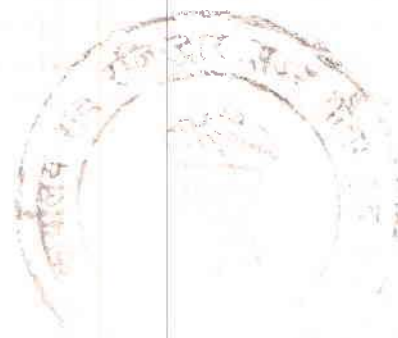
For Solaris Infraprojects Pvt. Ltd.


Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.


Director

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- 3.10 That the Second Party shall have the absolute right to launch sales, book lease, allot or sale the saleable areas out of the said area as per its wishes without any hindrance, obstruction or direct or indirect interference from the First Party or any of its nominees.
- 3.11 That the Second Party shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said land in full or in parts and the parties shall sign all papers required for creation of such charge/ mortgage and the Parties shall provide required financial/non-financial guarantees to enable Second party to raise loans/funds/money for buyers of flats to be constructed on its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of power of Attorney executed in its favour.
- 3.12 It is hereby that in case Parties mortgage or create any encumbrance in any manner whatsoever on the land which comprises the said area, for obtaining and loss from banks or financial institutions or any other party by whatever name called, then the Parties shall offer funds so obtained of the Second Party, on the same terms and conditions as offered by lender to Parties in proportion of the FSI taken by Second Party. The Second party shall have a right not obligations to take funds so obtained.
- 3.13 That it is hereby agreed and confirmed among the parties to this MOU that in the event the sanction plans and other regulation approvals may require further revision, redesigning extension and/or renewal of the entire are of the said plot therein, then the Second Party shall pay and bear it share of renal fee and other incidental and ancillary cost, expenses and charges which shall be computed on the basis of FSI of the said area to the total FSI of the entire group housing project.
- 3.14 That the Second Party has been licensed by the parties to raise construction to the extent of 2,60,000 Sq. Ft. (Two lacs sixty thousand only) on FSI, but the area handed over to it for raising of construction is proportionately less than the FSI area. Accordingly, Second Party shall not be able to provide parking to all its prospective buyers in the area allotted to it, therefore, the Parties shall provide additional parking space to accommodate all the flat buyers of the Second Party in accordance with applicable laws of Greater Noida Industrial Development Authority.
- 3.15 That in case the Second Party completes the consecution of its party of FSI and the buildings/towers are ready to be occupied and

For Solaris Infraprojects Pvt. Ltd.



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For Mangalya Buildtech Pvt. Ltd. Page 5 of 15



Director



the construction in other parts of area under Parties or with any party working under or through parties is yet to be completed and will take more than three months time in completion, then the parties shall try to obtain the completion from authority for the FSI completed by the Second Party.

- 3.16 That the Parties undertakes that it shall been making payment within the stipulated time and the installments of sale consideration to the Greater Noida Industrial Development Authority and their proportionate share of revision extension or renewal cost as and when required it is hereby clarified that in the event renewal extension of plans and/or other regulatory approvals are required only on account of non-development or any change in the plans in respect of the said areas then the Second Party alone shall be responsible to pay renewal fees and incidental and ancillary charges and expenses in respect thereof. Provided further that in case that development of the said liability thereof shall be only of the parties and not of the Second party completed then the liability thereof shall be only of the Parties and not of the Second Party. In case the entire project is completed other than the said area then the Second party shall alone have to pay all penalties renewable cost etc. in respect of the said area only and not the entire project.
- 3.17 That the Second Party shall be entitled to make payment directly to the Greater Noida Industrial Development Authority towards the cost of the plot payable by the Parties till the entire payment stands paid to the authority any payment made by the Second Party, with prior intimation to the parties, to the Greater Noida Industrial Development Authority as installment on account of parties shall be construed and deemed as payment made to the parties. Whereas, if any interest is levied on the first party due to non payment or delay in payment under such circumstances first party shall have no right whatsoever to claim it from second party.
- 3.18 That the Second Party shall discharge the liability of its responsible towards its contractors engineers, labour and supplies. In case due to any acts does or not done which is required to be done or not be done by the Second party and not been done or been done by the Second Party due to which some damages/penalty/charges has been imposed by any governmental/non governmental authority on the whole of the group housing project then the Second party shall be liable to pay/reimburse own part of the said damages/penalty/charges.

For Solaris Infraprojects Pvt. Ltd.



Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.



Director



- 3.19 That the Second Party shall not be responsible for any act or omission leading to contravention of law in respect of development of said plot of land other than the area assigned to the Second Party. In this regard the Parties shall keep the Second Party always indemnified. The parties shall discharge the liability of its responsibilities towards its contractors, engineers, labour and suppliers with respect to the area other than the said area. In case due to any acts done or not done which is required to be done or not to be done by the Parties and not been done or been done by the Parties due to which some damages/penalty/charges has been imposed by any Governmental/non-Governmental authority on the whole of the group housing project then the parties shall only be liable, to the total exclusion of the Second Party, to pay/reimburse whole of the said damages/penalty/charges imposed on the whole of the group housing project.
- 3.20 That the Parties declare and assure the Second party that the said plot of land is wholly free from all encumbrances, injunctions, charges, gifts, liens attachments, liabilities tenancies, unauthorized occupations, claims and litigations, whatsoever. The Parties has not received any notice from any authority affecting its title in respect of the said land. The Parties further agrees and undertakes to keep the said land free from all encumbrances, injunction charges, gifts, lines, attachments liabilities, tenancies, unauthorized occupants, clams and litigations and shall keep the thereof absolutely free and saleable at all time hereof.
- 3.21 That any damages/penalty/charge imposed by any governmental/non-governmental authority on the whole of the group housing, then first party shall bear the costs.
- 3.22 That the Second Party shall to be responsible for any act or omission leading to contravention of law in respect of development of said plot of land other than the area assigned to the Second Party. In this regard, the first Party shall keep the Second Party always indemnified.
- 3.23 The first party declare and assure the Second Party that the said plot of land is wholly free from all encumbrances, injunctions, charges, gifts, lines attachments, liabilities, tenancies, unauthorized occupations, clams and litigations, whatsoever. The Parties has not received any notice from any authority in respect of the said land. The parties further agrees and undertakes to keep said land free from all encumbrances, injunctions charges gifts, lines, attachments, liabilities, tenancies, unauthorized occupants,

For Solaris Infraprojects Pvt. Ltd.

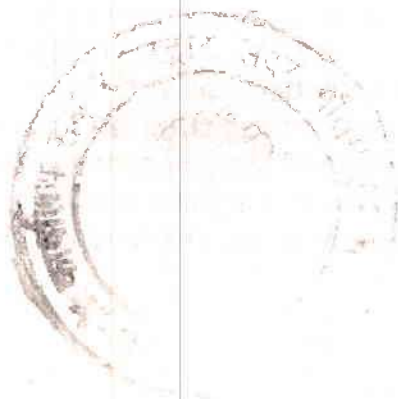


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For Mangalya Buildtech Pvt. Ltd.



Director



claims and litigations and shall keep the title thereof absolutely free and saleable at all time hereof.

- 3.24 That the Second Party shall be free to undertake sales of units/that in respect of the said area and accept advance, earnest money, also consideration on other payment/money in its own name after signing of this M.O.U.
- 3.25 The Parties undertakes to execute all kinds of documents, deeds, application nominations, affidavits, undertakings in respect of the said area being assigned hereunder to the Second party as & when may be desired or required by the Second party for smooth completion of project and sale thereof.
- 3.26 That after the construction of Residential complex, lease deeds or such other documents effecting the transfer of the Second Party's share in the said plot of land in ratio of said area, or any part thereof, shall be executed and duly registered in the name of the Second Party and/or its nominee/s which may include the intending Buyer(s) as may be desired by the Second Party and the Parties shall sign all such documents, as mutually agreed. The Second party shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the strength and basis of General Power of Attorney executed and duly registered in favour of the Second party's nominee (if required at any stage). The stamp duty and other expenses on execution and registration of the Deeds of transfer/sale/Conveyance/lease shall, however, will be done entirely by the Second Party or by intending buyer(s). The Second party shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the parties. The parties shall ratify all such acts and deeds done by the Second party in the name of the Parties.
- 3.27 That the Second party shall be entitled to advertise about the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement as the Second Party may deem fit, on the said land/area or at other places, in any manner and thus its shall be entitled to invite perspective buyers/customers to the site. The Second party shall be free to get the residential complex approved from Banks and financial institutions in order to facilitate the financing for intending purchaser/s of Flats and the Parties shall provide required financial/non-financial guarantees to enable Second Party to raise

For Solaris Infraprojects Pvt. Ltd.



Authorised Signatory

For Mangalaya Building Pvt. Ltd.

Anil Kumar

Director

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loans/funds/money for buyers of flats to be constructed on the said area and to mortgage and/or create charge over the said land.

- 3.28 That all costs of stamping engrossing of this MOU and any other papers pertaining to this MOU shall be borne by the Second Party.

4. POSSESSION

- 4.1 That along with the execution of this MOU the exclusive possession of the said area for the purpose of construction, development and sale in terms of this MOU has been handed over to the Second party. The Second Party has taken over the physical possession of the area.
- 4.2 That the Parties agrees, confirms and assures that there is no possibility of any portion of the said area getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever on account of conduct of the Parties, then the Parties shall compensate the Second Party accordingly on actual basis as fixed by the Second Party with damages and interest.

5. CONSIDERATION

- 5.1 That in consideration of parties agreeing to grant and transfer to the Second Party rights for development, construction and sale of 2,60,000 sq ft (Two lacs sixty thousand Only) of FSI in respect of the said area;

"Total consideration of 2,60,000 sq ft (Two lac sixty thousand only) of FSI, amounts to Rs. 10,16,00,000/- (Ten crores sixteen lacs only) of FSI in respect of the said area;

That all the payments made by the second party in lieu of the consideration agreed with the first party have been annexed with this MOU and is the part of the present MOU. The payment details made till now is annexed herein with this MOU and marked as **Annexure A.**

- 5.2 That the second party shall disburse all the payments according to the schedule of payment given to first party by GNIDA through the allotment/ lease deed **dated 21.06.2013, Bahi No. 1, Jild no. 13545, Page no. 231 to 340, registration no. 15293** executed between first party and GNIDA.

For Solaris Infraprojects Pvt. Ltd.



Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.

ANIL KUMAR

Director



5.3 That second party shall not be liable for any delay done by the first party in making the payment to the GNIDA. If any interest or extra charges levied by GNIDA/ state on the first party due to any reason then second party shall not pay any charge whatsoever above the agreed amount mentioned in the present MOU.

5.3 That the parties shall never challenge the adequacy of consideration.

6. DEFINITIVE MOU

6.1 That this MOU records inter se obligations agreed among the parties and the rights, duties and obligations of the parties shall at all times be governed by this MOU.

7. NOTICES

7.1. All notices or other communications to be given under this MOU to any party shall be made in writing and send by letter or facsimile transmission, provided that the sender has received a receipt indicating proper transmission or three (3) business days after being dispatched by courier or seven (7) business days after deposited in the post, postage prepaid, by the speed post mail available and by a registered mail id available (in the case of letter) to such party may here after specified for such purpose to the others by notice in writing to both the parties at there respective registered offices.

8. CURE NOTICE

That in case of any default or breach of any of the terms and/or conditions of this MOU, the affecting party shall give thirty days cure notice to the defaulting to cure such default/ breach, failing which the non defaulting party/ affected party shall be free to invoke the arbitration in terms of para 14 of this MOU.

9. WAIVER

9.1 The failure of any party to insist upon strict performance of any of the terms and provisions of this MOU, or to exercise any option, right or remedy herein contained, shall not be construed as waiver or as relinquishment of such term, provision, option right or remedy, but the same shall continue and remain in full force and effect. No waiver by any party of any term or provision hereof shall

For Solaris Infraprojects Pvt. Ltd.


Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.



Director



be deemed to have been made unless expressed in writing and signed by such party.

10. SEVERABILITY

10.1 If any portion of this MOU shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this MOU shall be construed as if such portion had not been inserted herein expect when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflection in the MOU.

10.2 That if there are any claims demand, tax liabilities or any other court order whatsoever against the parties it is a condition of this MOU that the work of development and /or completion of the said residential complex and/ or other matters incidental to this MOU shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the parties and /or any other claiming rights under him.

11. MODIFICATION

11.1. No modification, representation, promise or MOU in connection with the subject matter of this MOU shall be valid unless made in writing and signed by the parties.

12. INDEMNIFICATION

12.1 Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees each , ("the Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligation, damages, deficiencies, judgment, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnify and reasonable attorney's fee and expenses) ("Damages"), suffered or paid by the indemnified party , directly or indirectly , as a result of arising out of (i) the failure of any representation or warranty made by the indemnifying part in this MOU or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this MOU in case of any litigation arising with any person booking the flat due to any reason same shall be defended by the Second party and it shall keep the parties indemnified with any person who is booking any property in the

For Solaris Infraprojects Pvt. Ltd.



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For Mangaiya Buildtech Pvt. Ltd.



Director



area other than the said area due to any reason, same shall be defended by the parties and it shall keep the Second party indemnified with regard to the same.

13.FORCE MAJEURE

Any party who is, by reason of force Majeure, unable to perform any obligation or condition required by this MOU to be performed:

- i) Shall use all reasonable diligence and employ all reasonable means to remedy or abate the force Majeure as expeditiously as possible (provided however that neither party shall by virtue of this clause , be required against the will of such party to terminate or settle any strike, lockout or other dispute).
- ii) Shall 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 ; and
- iii) Shall notify the other party when the force Majeure has terminated or abated to an extent, which permit resumption of performance to occur.

14 . ARBITRATION & JURISDICTION

14.1 That in case dispute, same shall be referred for arbitration under the provisions of Arbitration and Conciliation Act ,1996 subject to jurisdiction of courts in Greater Noida / Noida , District Gautam Budh Nagar and high Court of U.P. only. The venue of arbitration shall at Noida and language shall be English.

15 MISCELLANEONS

- 15.1. That the present MOU shall be executed in duplicate and each party shall keep one copy thereof.
- 15.2 That all original in respect of the said property shall be at all times held by the parties but it shall be under the obligation to allow the inspection and verification at all reasonable times in case of need and requirement of Second party.
- 15.3. That the Second party shall not be allowed to transfer /sell and/ or assign in any manner whatsoever in part or as a whole of the said

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Director



property to any without to any other party without written consent of the parties. But the Second party shall be free to sell the built up area, spaces, Flats or shops for which it shall not require any consent or permission of the parties.

- 15.4. That the parties undertakes that it shall not change its Directors & Shareholders in the company which holds the title of the land comprising the said area and in case they do so they shall inform the Second party. In case there is any change in Directors & shareholding in the company which holds title of the land comprising the said area, then the outgoing Directors and shareholders should ensure that the rights and obligation under this MOU, with respect to the parties, shall be binding on the incoming directors and shareholders and this MOU is not diluted in any manner whatsoever, due to change in shareholding and directors of the company which holds title of the land comprising the said area.
- 15.5. That the Second Party shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan and which can only be changed if so approved in writing by the parties.
- 15.6 That in case any other portion of the Group Housing is sold by the Parties to any other person then the Parties shall ensure that such other person shall have no objection to the construction and development of the said area in accordance with the MOU and approved plan.
- 15.7. That all costs, stamp duty, registration fee and other charges livable in respect of any Transfer Deed/Sale Deed of the said area or any portion thereof including this MOU shall be borne by the Third Party or its nominees or prospective flat buyers as the case may be.
- 15.8. That it is further agreed between the parties that the title of the proportionate undivided interest in the land underneath the apartment to be constructed under the said area shall be transferred in favor of the flat buyers only upon the completion of the apartment building and on compliance of all the obligations of the Second Party.
- 15.9. That the Second party shall be responsible to follow and abide by the conditions as envisaged in the lease deed executed by Greater Noida Industrial Developments Authority in favor of the parties.

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For Mangalya Buildtech Pvt. Ltd.


Director



- 15.10. That the residents of said area will have unrestricted rights to use all common facilities in the said area other parts of the Group Housing including but not limited to maintenance services, security services, club, pool facilities, welfare association etc. the construction in the said area will be considered as part of the overall development of the Group Housing Project for the purpose of sharing common facilities. The Second Party will be under no obligation to set up separate common facilities in the said area.
- 15.11. That the Second party shall execute buyers MOU in its name and no on behalf of the parties. In case, any suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the Second Party shall don't be liable and responsible for the name and under no circumstances, the parties shall be liable and if Parties is called upon to defend any such litigation, it shall do so at the cost and consequences of the Second Party. In case any damages or monies are required to be paid by the Parties same shall be payable by the Second party and the Second Party shall keep the parties indemnified at all times.
- 15.12. In case, any suit consumer complaint criminal complaint or any other legal proceedings are preferred by the prospective buyers of the area other than the said area, then the parties shall alone be liable and responsible for the same and under no circumstance, the Second party shall be liable and if Second Party are called upon to defend any such litigation they shall do so at the cost and consequences of the parties. In case any damages or monies are required to be paid by the Second Party, same shall be payable by the Parties and the parties and the Parties shall keep the Second Party indemnified at all times.
- 15.13. That the Second Party shall be obligated to provide all information after the construction is completed so as to enable the Parties to file appropriate declarations required under the U.P. Apartment. Act if applicable. This information shall be provided within one week of applying and obtaining the occupation certificate for each building constructed by the Second Party. The Second Party shall also endure that each of the prospective buyer executes and files their deed of Apartment in time. The entire costs for drafting the deed of declaration including but not limited

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Director



60.00 M WIDE ROAD
75.00 M WIDE GREEN BELT



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DATE	DATE	ISSUED TO	REVISION
REVISION	DATE	DESCRIPTION	BY

GENERAL NOTES

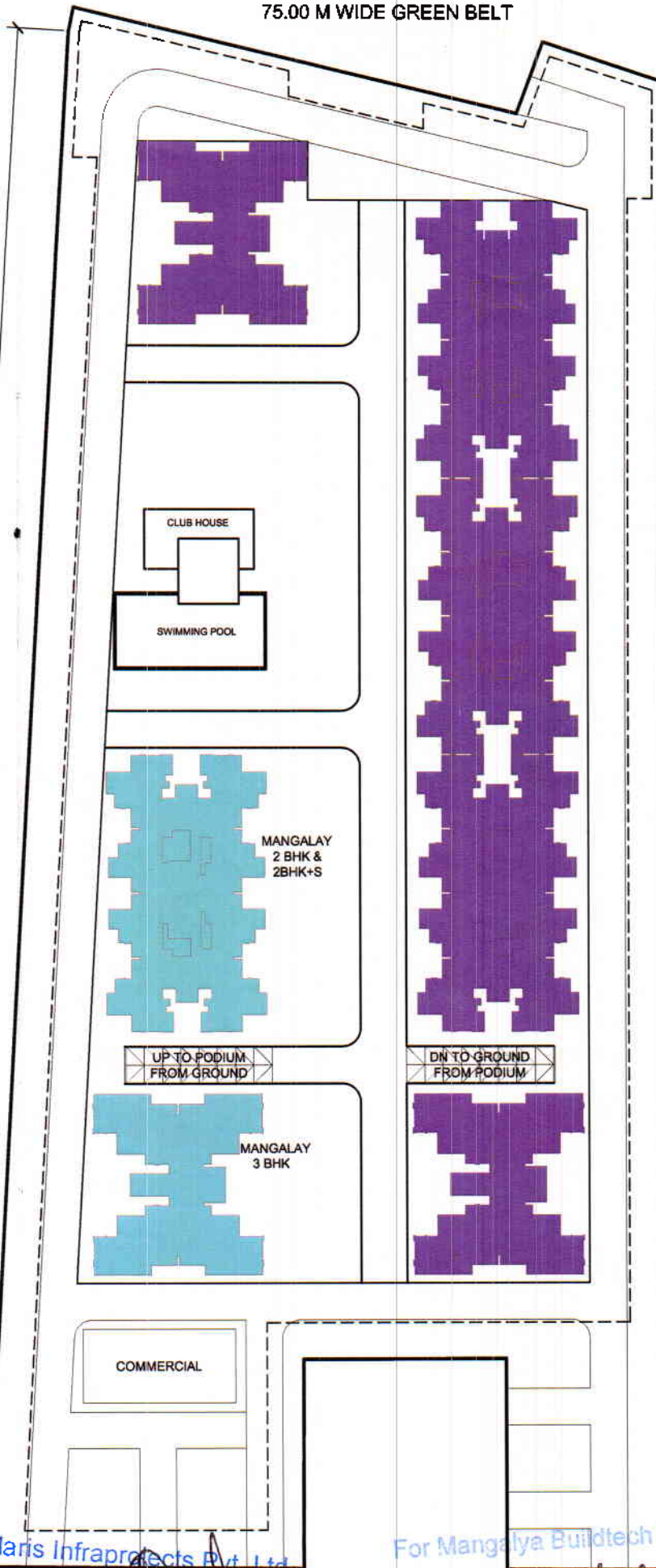
- All dimensions are in mm unless mentioned otherwise.
- All dimensions are to be noted from the top.
- Constructors must verify all dimensions on site before commencing any work.
- For all total internal width/partition width ref. toilet details in the plan.
- All pipe shaft floor to be at least +150 below adjacent ground level unless otherwise mentioned.
- All sizes of doors/windows and windows mentioned are minimum opening size.
- Work of service duct/shaft shall be coordinated with relevant structure drawings and coordinated with other services.
- For details of structure refer to structure detail drawings.
- For the most size and location of slab columns refer to the floor plan/structure drawings and shall be coordinated with relevant structure drawings before execution.
- The most size and location of all structural elements shall be coordinated with relevant structure drawings and shall be coordinated with other drawings checked by the architect.
- All water tanks of structure/Type shall be to be 250 mm below ground level.
- In structure to facilitate the 15mm drop in the 150 mm in the direction of slope.
- Insulation (minimum 100 mm) to be provided in the structure as per the plan and section.
- For details refer to structure drawings.

PLOT AREA:- 24620 SQM.

GROUND COVERAGE:-
MANGALAY:- 2500 SQM.

SOLARIS
INFRA
PROJECTS:- 22120 SQM.

249770



UP TO PODIUM
FROM GROUND

DN TO GROUND
FROM PODIUM

For Solaris Infraprojects Pvt. Ltd.

For Mangalya Buildtech Pvt. Ltd.

Authorised Signatory

24.00 M WIDE ROAD
PODIUM LEVEL PLAN
(+ 4350 LVL)

Amul Kumar



KEY PLAN

CLIENT

PROJECT
SOLARIS GROUP HOUSING, GR. NOIDA

DATE	CHECKED BY	APPROVED BY
JULY 2013	DEBASMITA	
SCALE	DRAWN BY	
1:300	SHANKY	S.K. KHAO D.C. KHAO

DESIGNED TITLE
PODIUM PLAN

ARCHITECTS:-
C. P. KUKREJA ASSOCIATES
ARCHITECTS
3-3, LAXMI PARK,
NEW DELHI - 110065
PHONE: +91 11 26460000 FAX: +91 11 26460079
email: cpk@cpkassociates.com

DESIGNED BY	REVISION

CAD FILE NO.



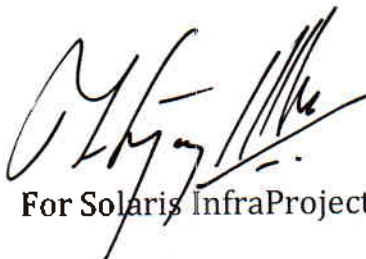


CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD DIRECTORS OF M/S SOLARIS INFRAPROJECTS PRIVATE LTD, HELD AT 102/103,J.S.ARCADE, SECTOR -18,NOIDA UTTAR PARDESH -201301 ON 19TH DAY OF JULY, 2013

"RESOLVED THAT the Company will take over the Assets and Liabilities of the group housing Plot No GH-16F, Sector-1, Greater Noida West Distt-Gautam Budh Nagar, Uttar Pradesh having area measuring 24620 sq.mtr lease deed dated 21.06.2013, Vahi No. 1, Jild no. 13545, Page no. 231 to 340, Registration no. 15293 executed its favor by the office of Sub-Registrar Office, Gautam Budh Nagar (U.P.)

FURTHER RESOLVED THAT Mr.Hemant Kumar Singh Director Of The company be and is hereby authorized to complete all the formalities and sign all the documents for and behalf of the company and to take action in respect of Plot No GH-16F, Secto1-1, Greater Noida west for execution of FSI Registered agreement and complete all the procedural and legal formalities in the name of the company for development of Group housing project and to take all necessary steps on behalf of company

Certified True Copy



For Solaris InfraProjects Pvt Ltd

For Solaris InfraProjects Pvt. Ltd.



Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.



Director

Solaris Infraprojects Pvt. Ltd.



Corporate Office - 102-105, IIInd Floor, J S Arcade, Sector - 18, Noida
+91 120 4276611 (8 Lines), 4256071, Fax : +91 120 4256072
info@elevengroup.in, www.elevengroup.in



60.00 M WIDE ROAD
75.00 M WIDE GREEN BELT



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permission of the Architect.

REV.	DATE	ISSUED TO	REMARKS
REVISION	DATE	DESCRIPTION	BY

GENERAL NOTES

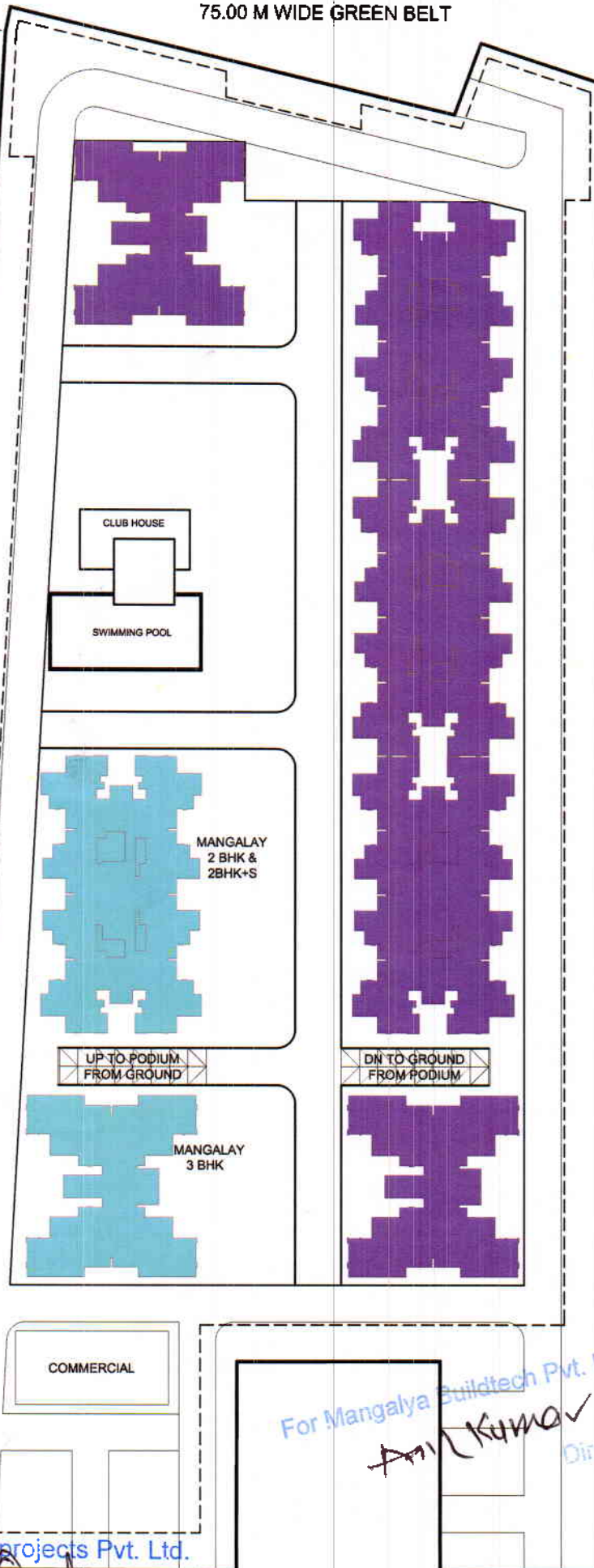
1. All dimensions are to 000 unless specified otherwise.
2. No dimensions are to be taken from the site.
3. Construction shall only be done after the site has been surveyed.
4. For all lot internal walls/external walls not total width is for the internal structure.
5. All pipe shafts shall be to be offset 4000 mm adjacent to the main structure.
6. All pipe shafts shall be provided with necessary opening.
7. Work of service duct/shaft shall be provided with relevant service ducting and connected to the main structure.
8. For details of structure refer to Structure Detailing.
9. For the main site and location of site shall refer to the floor plan and location of site shall refer to the floor plan.
10. The main site and location of site shall refer to the floor plan and location of site shall refer to the floor plan.
11. All water supply of Structure/Type shall be to 200 mm.
12. In addition to the main site and location of site shall refer to the floor plan and location of site shall refer to the floor plan.
13. Inspection opening (minimum 600 mm) to be provided in the direction of slope.
14. For details refer to the main site and location of site shall refer to the floor plan and location of site shall refer to the floor plan.

PLOT AREA:- 24620 SQM.

GROUND COVERAGE:-
MANGALAY:- 2500 SQM.

SOLARIS
INFRA
PROJECTS:- 22120 SQM.

249770



For Solaris Infraprojects Pvt. Ltd.

For Mangalya Buildtech Pvt. Ltd.
Amal Kumar
Director

Authorised Signatory

24.00 M WIDE ROAD
PODIUM LEVEL PLAN
(+ 4350 LVL)



KEY PLAN

CLIENT		
PROJECT		
SOLARIS GROUP HOUSING, GR. NOIDA		
DATE	CHECKED BY	APPROVED BY
JULY 2013	DEBAMITA	
SCALE	DRAWN BY	
1:300	SHANKY	S.S. KUMAR D. C. KURUJA
DRAWING TITLE		
PODIUM PLAN		
ARCHITECT		
C. P. KURUJA ASSOCIATES		
ADDRESS: BUILDING 10, LUCKNOW, U.P.		
NEW DELHI - 110068		
PHONE - 011 26462003 FAX - 011 26462074		
EMAIL - cpk@cpkassociates.com		
DRAWING NO.	REVISION	
GAD FILE NO.		





Date : July 18, 2013

M/s Mangalya Buildtech Pvt Ltd
B-7, Ashoka Niketan ,Manak Vihar,
New Delhi-110092

Subject: Receipt of Payment – RS.10,00,00,000/-

Dear Sir

Received with thanks for payment of Rs. 10,00,00,000/- (Ten Crore Only) through RTGS/
Cheque . The details of payment receipt as under: -

Date	Cheque No	Bank Name	Amount
11/09/2012	RTGS	Bank of India	2500000.00
19/10/2012	RTGS	Bank of India	3000000.00
15/05/2013	RTGS	Bank of India	7500000.00
16/05/2013	RTGS	Bank of India	2500000.00
28/05/2013	RTGS	Bank of India	6000000.00
24/07/2013	001148	Bank of India	6500000.00
24/10/2013	001149	Bank of India	6500000.00
24/01/2014	001150	Bank of India	6500000.00
24/04/2014	001151	Bank of India	6500000.00
24/07/2014	001152	Bank of India	6500000.00
24/10/2014	001153	Bank of India	6500000.00
24/01/2015	001154	Bank of India	6500000.00
24/04/2015	001155	Bank of India	6500000.00
24/07/2015	001156	Bank of India	6500000.00
24/10/2015	001157	Bank of India	6500000.00

For Solaris Infraprojects Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.

Authorised Signatory

Director

For Solaris Infraprojects Pvt. Ltd.

Solaris Infraprojects Pvt. Ltd.



Corporate Office - 102-105, 11th Floor, J S Arcade, Sector - 18, Noida
+91 120 4276611 (8 Lines), 4256071, Fax : +91 120 4256072
info@elevengroup.in, www.elevengroup.in



Digitized by eGangotri



24/01/2014	001158	Bank of India		6500000.00
24/04/2016	001159	Bank of India		7000000.00
Total Amount :				100000000.00

Thanking You

For Solaris Infraprojects Pvt Ltd

For Solaris Infraprojects Pvt. Ltd.

Director


Authorised Signatory

For Mangalya Buildtech Pvt. Ltd.



Director

Solaris Infraprojects Pvt. Ltd.

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+91 120 4276611 (8 Lines), 4256071, Fax : +91 120 4256072
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to Lawyer's fee along with registration charges and other misc. charges shall alone by borne by the Second Party.

In witness whereof, the parties have singed this MOU on the date, month and year first above written in the presence of witnesses.

1. M/s Solaris Infra Projects Private Limited


Mr. Hemant Kumar Singh
Director

2. M/s Mangalaya Buildtech Pvt. Ltd.

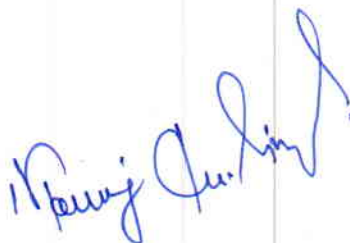

Mr. Anil Kumar
Director

WITNESSES:-

① MRITUNJAY KUMAR
102/103 J-S. ARCADE
SEC-18, NOIDA
(UP)



② MANOJ KUMAR SINGH
G-2/149, Gyan Khond-I
Indirapuram, Ghaziabad.
U.P. 201010.



For Solaris Infraprojects Pvt. Ltd.



Authorised Signatory



For Mangalaya Buildtech Pvt. Ltd.

Anil Kumar

Director

आज दिनांक 25/07/2013 को
वही सं. 4 जिल्द सं. 345
पृष्ठ सं. 187 से 232 पर क्रमांक 934
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

25/7/2013

