



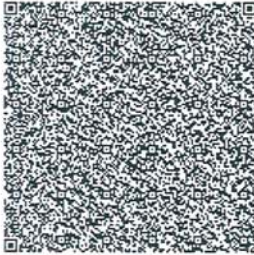
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL84355854336491L
Certificate Issued Date : 27-Feb-2013 03:48 PM
Account Reference : IMPACC (IV)/ dl848403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84840368350601300704L
Purchased by : GREEN HEIGHT PROJECTS PVT LTD
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : GREEN HEIGHT PROJECTS PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : GREEN HEIGHT PROJECTS PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT (hereinafter referred to as the 'Agreement') is executed at New Delhi on this 30th day of March,

2013:
PARADISE SYSTEMS PVT. LTD.

Doutmodh
DIRECTOR

For Green Heights Projects Pvt. Ltd.

[Signature]

Director

Statutory Alert:

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

BETWEEN

M/S PARADISE SYSTEMS PVT. LTD. a company registered under the provisions of the Companies Act, 1956, having its registered office at E-20, Lajpat Nagar-III, New Delhi-110 024 (hereinafter referred to as the '**Land Owner**' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in interest, nominees and assigns), acting through its Director Mr. Lalit Modi, duly authorized vide Board Resolution dated 28.01.2013 of the

ONE PART;

AND

M/S GREEN HEIGHTS PROJECTS PVT. LTD., a company registered under the provisions of the Companies Act, 1956, having its registered office at N-71, Panchsheel Park, New Delhi-110 017 (hereinafter referred to as '**Developer**' which expression shall, unless repugnant to the context or meaning thereof, mean and include its representatives, nominees, successors and assigns) acting through its Director Mr. Virendra Kumar Bhatia duly authorized vide Board Resolution dated 5.02.2013 of the **OTHER PART.**

(Land Owner and Developer are hereinafter collectively referred to as the '**Parties**' and individually referred to as the '**Party**')

WHEREAS the Land Owner is the absolute owner and in physical possession of land measuring 2.681 acres (21 Kanal 9 Marla) bearing Rect. No.46, Kila No.22/1 (1-1), Rect. No. 49, Kila No. 2 (4-13), 3 (8-0), 4/1 min (2-4), 4/2 (1-16), 7 (3-15) total kitas 6 at village Nakhnaula Tehsil and District Gurgaon, Haryana (hereinafter referred to as the '**Said Land**') which was acquired by the Land Owner from Mr. Krishan vide a Sale Deed dated 07/04/2004 duly registered as document No.459 Book No.1, Jild No. 7,570 on page 98 and a copy affixed on Additional Book No.1, Jild No.903 on pages 35 to 36 in the Office of Sub-Registrar Gurgaon on 07/04/2004 and from Mrs.

PARADISE SYSTEMS PVT. LTD.
Director
DIRECTOR

2

For Green Heights Projects Pvt. Ltd.

Director
DIRECTOR

Harvinder Kaur Nath vide a Sale Deed dated 06/04/2004 duly registered as document No.315 Book No.1, Jild No. 7,570 on page 62 and a copy affixed on Additional Book No.1, Jild No.900 on pages 63 to 64 in the Office of Sub-Registrar Gurgaon on 06/04/2004.

AND WHEREAS the Land Owner entered into a Collaboration Agreement with M/s Sunshine Telecom Services Pvt. Ltd. on 09.09.2007 for development of a commercial colony on the said Land.

AND WHEREAS the Land Owner in order to develop the said Land for setting up of a Commercial Colony on the said Land have obtained licence from the Town and Country Planning Department, Govt. of Haryana vide Licence No. 59/2009 (hereinafter referred to as the **Licensed Land**) and the said Licence is valid upto 25.10.2013. A copy of the said Licence No.59/2009 is annexed herewith and marked as **Annexure-A.**

AND WHEREAS the Land Owner and M/s Sunshine Telecom Services Pvt. Ltd. subsequently cancelled the Collaboration Agreement dated 09.09.2007 and the Land owner represents that the said M/s Sunshine Telecom Services Pvt. Ltd. have no right, title and interest in the said licence land in any manner whatsoever.

AND WHEREAS now the Developer in order to develop the said Land in keeping with the Licence granted by the Director Town and Country Planning Department of Haryana have collaborated with the land Owner for development of the said Land and pursuant thereto have agreed to develop the said Land and has agreed to invest the entire development cost for carrying out construction and completion of the building/buildings after obtaining all necessary permissions, approvals and sanctions at its own cost and expenses on the terms and conditions hereinafter mentioned.

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
[Signature]

For Green Heights Projects Pvt. Ltd.
Director
[Signature]

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1.1 The Land Owner hereby grant the exclusive irrevocable development right in respect of the said Land to the Developer with full authority and power to the Developer to build and construct the Commercial Colony on the said Land in accordance with the licence already received by the Land Owner in respect of the said Land.

1.2 The Land Owner, within 15 (fifteen) days of execution of this Agreement, shall provide to the Developer all documents and the necessary information concerning the Said Land, as may be required by the Developer for conducting satisfactory due diligence of the Said Land and the Land Owner shall provide all assistance and cooperation for the same.

1.3 However, in the event, during the course of due diligence, any defect in the title of the Said Land or part thereof is observed in that event the Land Owner, at its own cost and expense, shall rectify such defect(s) within 15(fifteen) days of receipt of intimation in this regard from the Developer or within such period as may be mutually agreed between the Parties. On removal of the said defects, the Land Owner shall provide to the Developer all the necessary documents and proof in respect thereof.

2. REPRESENTATION, OBLIGATION, WARRANTIES,

ASSURANCE AND DECLARATION BY THE LAND OWNER

2.1 That the Land owner is the absolute owner of the said Land and except the Land Owner there are no other claimants to the said Land and have handed over the possession to the Developer for the development of a Commercial Colony of Green Heights Projects Pvt. Ltd.

DIRECTOR

PARADISE SYSTEMS PVT. LTD.

4

Director

for Green Heights Projects Pvt. Ltd.

2.2 That the Land Owner has obtained the licence in respect of the said Land measuring 2.681 acres bearing Licence No. 59/2009 and the said Licence is valid and has not been revoked or cancelled.

2.3 That the Land Owner has obtained and has all the requisite authority and power under the Corporate and/or applicable laws and/or permission for execution of this agreement.

2.4 That the said Land is free from all encumbrances, charges, licenses, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations, agreements and/or arrangements of any nature whatsoever and that there are no breaches, or no notice or requisition or acquisition, written or verbal, from any Authority or any authority or authorities in respect of the said land or part thereof and that shall keep the said commercial project free from all such encumbrances till the duration and full implementation of this agreement in all respect.

2.5 That in the event there is any third party claim in respect of the said Land or any part thereof it shall be sole responsibility of the Land Owner to settle the same at its own costs and expenses and shall keep the Developer indemnified.

2.6 That to facilitate the Developer to carry on the objects of this agreement i.e. to develop, market and receive the sale consideration, the Owner shall appoint the Developer and / or its nominee with all authority and power by executing a general / special power attorneys so as to enable the Developer to commence and complete the project in all respect and also obtain all permissions and approvals as may be required from

DIRECTOR

PARADISE SYSTEMS PVT. LTD.
D. S. M. S.

5

For Green Heights Projects Pvt. Ltd.

Director

time to time, fulfill all statutory compliances including authority to sign and file the Deed of Declaration, sale / transfer the said land and constructions thereon in favour of prospective buyer / buyers, sign and execute allotment letter, space buyers agreement, conveyance deed, rectification deed or such other instrument or instruments as may be required to be executed from time to time. The parties agree that the said Power of Attorney(ies) shall not be revoked, withdrawn or cancelled. However, the execution of the Power of attorney does not absolve the Land Owner of its obligation to sign and execute all necessary papers as may be required by the Developer for facilitating the Developer to fulfill the objects of this agreement.

2.7 That the Land Owner do hereby undertake that they will not take any step which may cause for cancellation / revocation or termination of the said commercial project and further undertake to take all legal appropriate steps to protect the interest of the Developer since the Developer is investing a substantial amount for the development of the said Land.

2.8 That during the subsistence of this agreement and/or completion of total development of the said land as per approvals, sanctions and terms and conditions of allotment/lease deed/sale deed/transfer instrument/ conveyance deed and/ or till obtaining of completion certificate from concerned authority, the Land Owner shall not do any act/action or take any steps, in any manner, which may cause loss to the Developer in any manner.

3. OBLIGATION, REPRESENTATION, ASSURANCE AND DECLARATION BY DEVELOPER

For Green Heights Projects Pvt. Ltd.
Director
6

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
Datta-m-d.

3.1 That the Developer shall pay the entire Security Deposit as mentioned in clause 6 herein and within the stipulated period herein subject to the Land Owner fulfilling its obligations.

3.2 That all expenses in respect of the development and construction of the said Land including any statutory payment payable to the Government (except interest of Rs.4,25,00,000/- payable on delayed payment of EDC/IDC to DGTCP), penalties, interest, expenses including delayed construction charges, renewal fees, correction & rectification expenses, expenses related to obtaining of any further sanctions and approvals shall be borne and paid by the Developer.

3.3 That entire supervision and monitoring of the construction at site, procurement of construction materials, etc shall be the sole responsibility of the Developer. The Developer shall also be responsible to obtain the 'Occupation Certificate' and 'Completion Certificate' in respect of said Commercial Project.

3.4 That if any bank guarantee is required by the concerned regulatory authorities, for the said commercial project, the same shall be furnished by the Land Owner as per the requirements.

3.5 The Developer shall adhere to and comply with all terms and conditions of approvals, permission, licence byelaws, notifications /guideline issued from time to time by the concerned department.

3.6 That it is agreed by the Developer that all expenses for building plan approval from concerned authorities shall be incurred and paid by the Developer. It is however, specifically agreed between the Parties that in the event any bank guarantee so furnished by the Land Owner requires replacement due to transfer of the

PARADISE SYSTEMS PVT. LTD.
DIRECTOR

DIRECTOR

DIRECTOR

For Green Heights Projects Pvt. Ltd.

7

said land /license in favour of Developer and then in that event Developer shall provide the bank guarantee(s), undertaking(s) etc. wherever and whenever required by the Govt. Authority, competent authority (ies) for permitting such transfer.

3.7 That the charges relating to External Development and Infrastructure Development and all other Government/ statutory charges as may be applicable shall be borne by the Developer except however with regard to the cost of obtaining the licence and any penalty / interest etc. payable to DGDTCF upto a sum of Rs.4,25,00,000/- shall be borne and paid by the Land Owner and in the event the Land Owner fails to make such payment, the Developer has the option to pay the same and deduct it from the deposit payable to the Land Owner.

4. The parties do hereby agree and undertake as under:

4.1 That since considerable expenditure, efforts and expertise are involved in getting the Licences, permissions, sanctions, the Land Owner specifically agrees not to rescind this Agreement at any stage. In the event the Land Owner backs out or rescinds this Agreement, besides other rights, the Developer shall be entitled to get this Agreement specifically enforced and claim damages at the risk and cost of the Land Owner.

4.2 That all taxes, charges, fee, levy etc. levied even if with retrospective effect by the Govt. of Haryana, qua the Said Land the same shall be paid by Land Owner upto the date of execution of this agreement and thereafter the Developer shall bear and pay all taxes, charges, cess etc., levied on the Land Land subsequent to the transfer of Said Land by the Land Owner to the Developer.

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
Parthiv

For Green Heights Projects Pvt. Ltd.
Director
M.A.

4.3 That if there be any claim, demand, tax, litigation of any kind against the Land Owner in respect of the said land/license and or any demand raised by any third party upto the period of execution of this agreement shall be paid and born by the Land Owner and thereafter it shall be the sole responsibility of the Developers. The land owner represents that the Land Owner shall not stop, prevent, obstruct or delay in any manner, or the development work.

4.4 That the Land Owner shall not in any manner interfere with work of development, marketing and sale of the developed area on the Said Land.

4.5 That the Land Owner undertakes not to do or cause to be done any act, deed or thing which may in any manner contravene the terms and conditions of this Agreement and shall ensure to keep the Said Land free from all sorts of encumbrances, liens, charges etc till the Said Land is transferred to the Developer.

5. DEVELOPMENT AND MARKETING RIGHT:-

5.1 The Developer shall carry out development and construction of the said Commercial Project on the said Land and also to market the said land and superstructure constructed thereon on the terms and conditions as may be decided by Developer and to receive the entire consideration in its own name or in the name of its nominees.

5.2 That the Developer shall have absolute right to market the said

commercial project in full or in part on such terms and conditions as may be decided by the Developer and shall be entitled to publish advertisement in its name or in the name of its nominee, issue voucher, publish publicity material, accept application for allotment of one or more commercial units, or

DIRECTOR

PARADISE SYSTEMS PVT. LTD. *Paradise Systems*

M.A.
Director
For Green Heights Projects Pvt. Ltd.

built up space / un-built space / pre-sale / allotment and to sign the requisite Agreements / Sale deeds / Conveyance deeds, lease deeds, any transfer instrument and to do all acts and deeds for marketing the entire said Commercial project in part or in full and receive booking amount/allotment money / lease money / part/full sale consideration in its name on such terms and conditions as may be decided by the Developer either in its name or in the name of nominee/s. However in the event the Sale Deed/Conveyance Deed or any instrument is required to be signed by the Land Owner for conveying the title in favour of the Developer or its / nominee / allottees, the Land Owner shall sign such instruments at the cost and expenses of the Developer.

5.3 The Land Owner do hereby indemnify and keep the Developer indemnified for all losses, damages that the Developer may suffer because of any breach / non fulfillment of obligations by Land Owner under this agreement.

6. Area Sharing Ratio/Consideration:

That in consideration of the present agreement and in lieu of the Land Owner making the said land available to the Developer for development of the said Commercial Colony and in lieu of the Developer being granted exclusive right to develop and market the said Commercial Colony, the Developer shall pay to the Land Owner a sum of Rs. 28,40,00,000/- (Rupees Twenty Eight Crore Forty Lacs Only) as non refundable deposit and out of which a sum of Rs.4,00,00,000/- has been paid by the Developer to the Land Owner at the time of signing of this agreement and the balance sum of Rs.24,40,00,000/- (including payment of interest to DGTCP of Rs.4,25,00,000/- on delayed payment of EDC/IDC payable by the land owner which the Developer has agreed to pay on behalf of the landowner and adjust the same out of the total non-refundable deposit of

DIRECTOR

PARADISE SYSTEMS PVT. LTD.
[Signature]

[Signature]

Rs.28,40,00,000/-) shall be paid by the Developer to the Land Owner or on their behalf to DGTCP within a period of three years, but in any event prior to submission of application for receipt of completion certificate except however on force majeure condition when the Developer shall be entitled to reasonable extension.

7. Transfer of Said Land & License:

7.1 That as and when permissible the Land Owner shall apply to the concerned authorities for grant of permission for transfer of the said License bearing No. 59/2009 in favour of the Developer and/or its nominees and shall execute and register the sale deed in favour of the Developer.

7.2 The Land Owner shall also be liable to transfer the said license for development of the said Land in favour of the Developer and in that event, the Developer shall pay the entire outstanding security deposit payable under this Agreement simultaneously with execution and registration of the sale deed and the entire non refundable security deposit paid / payable by the Developer to the Land Owner under this agreement shall be treated as consideration for transfer of the said Land by the Land Owner in favour of the Developer. That over and above the amount of Rs.28,40,00,000/-, the Land Owner shall not be entitled for any further consideration.

7.3 That all expenses for obtaining the transfer permission and the cost of stamp duty and registration fee payable on the sale deed shall be paid and borne by the Developer.

8. The parties agree that the Developer shall be entitled to achieve the maximum FAR as may be permissible under law as on this

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
Paradise

11
For Green Heights Projects Pvt. Ltd.
Director
W.S.

date or in any future date and the Land Owner shall have no claim in any manner whatsoever against the Developer on this account and any increase in FAR shall not affect the total deposit paid / payable by the Developer under this instrument and / or on the ultimate sale consideration payable / adjustable at the time of transfer of the said Land in favour of the Developer.

9. Possession:

That simultaneously with execution of this agreement the Land Owner has handed over the vacant physical possession of the said Land to the Developer for commencing and completing the development in accordance with the licence and in accordance with the terms of this agreement.

10. Authorisation:

That the Land Owner do hereby empower and authorise the Developer and its authorized representatives to do all acts, deeds and things which the Developer in its prudence might deem appropriate to fulfill the terms of the existing licences / renewal thereof / obtain fresh license / permissions / sanctions / approvals for development and carry out and complete the development work over the Said Land and market the said land and the development thereon and receive the entire sale consideration / lease rent / licence fee or any other receivables in its name. Notwithstanding the above authority already granted by the land owner in favour of the Developer and its authorised representatives, the Land Owner also agrees and undertakes to execute and register Power of Attorneys as may be needed by the developer from time to time for exercising all power in respect of the said land and the development thereof and shall not cancel, revoke or modify the said Power of Attorneys and shall keep the same in full force till the completion of the Project and sale,

PARADISE SYSTEMS PVT. LTD.
Paradise
DIRECTOR

W.A.S.

transfer of the entire project to the prospective buyers and execution and registration of the sale deeds. The said Power of Attorney shall, inter-alia, contain the powers to be vested in the nominated officials of the Developer for sale, mortgage, lease, exchange or any other dispositions of the Said Land in their absolute discretion. However, the execution of the Power of attorney does not absolve the Land Owner of its obligation to sign and execute all necessary papers as may be required by the Developer for facilitating the Developer to fulfill the objects of this agreement.

11.

Force Majeure:

The expression 'Force Majeure' shall mean and include (i) war, hostilities (whether or not war is declared) invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism, riot and disorders, strike, lockout, labour unrest or other industrial disturbances (affecting the performance of this Agreement) (ii) contamination of by radioactivity from any nuclear waste from the combustion of nuclear fuel or other hazardous properties of any explosive nature. (iii) earthquake, floods, subsidence, lightning or any operation of forces of nature, acquisition/award of Said Land or any part thereof by the Government or any court order, directive , injunction which makes the execution and implementation of Said Usage impossible and beyond the reasonable control of Land Owner and / or Developer.

12.1

12. Indemnifications

The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
Paradise

13

Director

For Green Heights Projects Pvt. Ltd.

losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-

- (i) Any of the representations, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
- (ii) Any defect in the title of the said Land.
- (iii) Possession of the said Land getting disturbed.

12.2 The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of non-fulfillment of obligation of the Developer under this agreement.

13. Miscellaneous:

13.1 That in the event of non-performance of terms and conditions of this Agreement by any Party, the other Party shall be entitled to get the same enforced against the defaulting party through court of law.

13.2 That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this Agreement.

13.3 That failure of Developer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of any provisions of the right to enforce such provisions.

For Green Heights Projects Pvt. Ltd.
Director

PARADISE SYSTEMS PVT. LTD.
DIRECTOR

- 13.4 That if any provision of this Agreement shall be determined to be void or unenforceable under applicable laws; such provision shall be deemed to be deleted or amended insofar as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to the applicable laws and remaining provisions of this Agreement shall remain valid and enforceable.
- 13.5 The Parties agree and acknowledge that this arrangement does not amount to partnership or joint venture between the Parties and Parties shall be responsible / liable for their respective tax liability.
- 13.6 The Parties agree that non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement.

14. **Dispute Resolution**

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be appointed mutually by the Developer and Land Owner whose decision shall be binding on the Parties. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time

being in force and the place of Arbitration shall be at such place as may be decided by the Arbitrator. This Agreement shall be construed and interpreted by the laws of India.

The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.

IN WITNESS WHEREOF both the parties have signed this Collaboration Agreement at New Delhi on the date first mentioned above in the presence of the following witnesses;

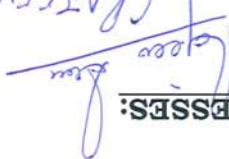

SINGED AND DELIVERED BY
within Name **LAND OWNER**
PARADISE SYSTEMS PVT. LTD
PARADISE SYSTEMS PVT. LTD.
DIRECTOR
(LALIT MODI)
DIRECTOR

DIRECTOR

SINGED AND DELIVERED BY
within Name **DEVELOPER**
GREEN HEIGHTS PROJECTS PVT. LTD
For Green Heights Projects Pvt. Ltd.

DIRECTOR
(VIRENDRA KUMAR BHATIA) Director
Director

WITNESSES:

1. 
(CHATEAU SURE)
2. 
(SARTHAK)

ANNEXURE-A

FORM LG-A

(See Rule 12)

HARYANA GOVERNMENT

TOWN AND COUNTRY PLANNING DEPARTMENT

License No. 59 of 2009

This license has been granted under the Haryana Development and Regulation of Urban Areas Act, 1976 and the Rules 1976, made there under to M/s. Paradise System Pvt. Ltd, C/o M/s. Sunshine Telecom Pvt. Ltd, # 51, Furniture Block, Kirti Nagar, New Delhi for setting up of a Commercial Colony at village Nakhmala, Sector M.I.D, Gurgaon - Manesar Urban Complex.

1. The portions of the land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.

2. The license granted is subject to the following conditions:

- a) That the Commercial Colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
- b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1976 and the Rules 1976 made there under are duly complied with.
- c) That the demarcation plan of the commercial colony area is submitted before starting the development works in the colony and for the approval of Zoning Plan.

3. That the portion of Sector/Market plan road which shall form part of the licensed area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1976.

4. That the licensee will not give any advertisement for sale of shops/office/ floor area in colony before the approval of layout plan/ building plans.

5. That you will have no objection to the regularization of the boundaries of the license through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding in this regard.

6. That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14-09-2006 of Ministry of Environment and Forest, Govt. of India before starting the development works of the colony.

7. That the developer will use only CFL fittings for internal lighting as well as campus lighting.

8. The license is valid up to 25-10-2013

PARADISE SYSTEMS PVT. LTD.

Chandigarh

Dated: The 21-10-2009

For Green Heights Projects Pvt. Ltd.

Director, Town & Country Planning
Haryana, Chandigarh

Director

Order No. LC-1712-JE(VA)/2009/1084

Dated: 2-1-09

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action -

M/s. Paradise System Pvt. Ltd. C/o M/s. Sunshine Telecom Pvt. Ltd., # 51, Furniture Block, Kirti Nagar, New Delhi along with a copy of agreement, LC-IV B and Bilateral agreement.

2. Chief Administrator, HUDA, Panchkula.
3. MD, HVTN, Planning Director, Shakti Bhawan, Sector - 6, Panchkula.
4. Addl. Director Urban Estates, Haryana, Panchkula.
5. Administrator HUDA, Gurgaon
6. Chief Engineer, HUDA, Panchkula.
7. Superintending Engineer, HUDA, Gurgaon, along with a copy of agreement.
8. Senior Town Planner (Enforcement) Chandigarh.
9. Senior Town Planner, Gurgaon, along with a copy of agreement.
10. District Town Planner, Gurgaon along with a copy of agreement.
11. Land Acquisition Officer, Gurgaon.
12. Sr. Town Planner (Monitoring cell) Chandigarh
13. Accounts Officer, O/o Director, Town & Country Planning, Chandigarh along with a copy of agreement.

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
Dolfin

For Green Heights Projects Pvt. Ltd.
Director

M. Sharm
(Mitesh Sharma)
District Town Planner
For Director, Town and Country Planning
Hararyana, Chandigarh

Detail of land owned by M/s Paradise System (P) Ltd. Village Lekhnauja, Distt. Gurgaon.

To be read with Licence No. 59 of 2004

Village	Plot No.	Killa No.	T. Area K.M	Area taken K.M
---------	----------	-----------	----------------	-------------------

Lekhnauja	49	4/1 m/n	4.9	2.4
	46	22/1	6.9	1.1
	49	2	5.13	4.13
	3	3	8.0	8.0
	4/2	3-11	3-11	1-16
	7	7-11	7-11	3-15
Total			21.9	21.9

Director
Town and Country Planning,
Gurgaon

For Green Heights Projects Pvt. Ltd.

Director

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
D. S. M. S.

Director

For Green Heights Projects Pvt. Ltd.

DIRECTOR

PARADISE SYSTEMS PVT. LTD.

The terms and expressions "VENDOR" and "VENDEE" are jointly referred to as "Parties" wherever they occur hereinafter, unless and until it is

M/S. GREEN HEIGHTS PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at N-71, Panchsheel Park, New Delhi-17 and Corporate office at 271, Udyog Vihar Phase II, Gurgaon (having PAN no. AAACCG8459N) hereinafter referred to as "VENDEE" acting through its Director, Mr. Virendra Kumar Bhatia, duly authorised vide Board Resolution dated 05.02.2013 of the OTHER PART.

AND

M/S. PARADISE SYSTEMS PVT. LTD., a company duly incorporated under the Companies Act, 1956 having its registered office at E-20, Lajpat Nagar - III, New Delhi-24 (having PAN no. AAACP0437B) hereinafter referred to as "VENDOR" acting through its Director Mr. Lalit Modi, duly authorised vide Board Resolution dated 28.01.2013 of the ONE PART;

THIS AGREEMENT TO SELL ("Agreement") is made and executed at Gurgaon on this 18th day of March, 2016 between;

AGREEMENT TO SELL

हरियाणा HARYANA

R 828279



DIRECTOR

DIRECTOR

PARADISE SYSTEMS PVT LTD

FOR OFFICIAL USE ONLY

39996
 St. No.
 Amount/Use
 Purpose/Use
 02 JAN 2016
 RAJ SINGH STAMP VENDOR
 Gurgaon (Haryana)

Paradise Systems Pvt Ltd
NOCC

repugnant to the meaning or the context thereof and shall mean and include them, their, assigns, liquidators, group companies, associates, affiliates, executors, administrators, nominee and permitted assigns. Wherever the context requires, the use of a term in singular shall mean and be construed as including the plural thereof as well.

WHEREAS the VENDOR is the absolute owner of land measuring 2.681 acres (21 Kanal 9 Maria) bearing Rect. No.46, Kila No.22/1 (1-1), Rect. No. 49, Kila No. 2 (4-13), 3 (8-0), 4/1 min (2-4), 4/2 (1-16), 7 (3-15) total kitas 6 at village Lakhnaua Tehsil-Manesar and District Gurgaon, Haryana which is more particularly described in Schedule of Land annexed as **Annexure -A**, hereto and delineated in red colour in the relevant portion of the layout Plan of the colony annexed hereto and marked as **Annexure -B** (hereinafter referred to as the said "Said Land") which was acquired from Mr. Krishan vide a Sale Deed dated 07/04/2004 duly registered as document No.459 Book No.1, Jild No. 7,570 on page 98 and a copy affixed on Additional Book No.1, Jild No.903 on pages 35 to 36 in the Office of Sub-Registrar Gurgaon on 07/04/2004 and from Mrs. Harvinder Kaur Nath vide a Sale Deed dated 06/04/2004 duly registered as document No.315 Book No.1, Jild No. 7,570 on page 62 and a copy affixed on Additional Book No.1, Jild No.900 on pages 63 to 64 in the Office of Sub-Registrar Gurgaon on 06/04/2004.

AND WHEREAS the said VENDOR in order to develop the Said Land for setting up of a commercial colony on the Said Land have obtained licence from the Town and Country Planning Department, Govt. of Haryana vide Licence No. 59/2009 dated **26.10.2009** (hereinafter referred to as "**Licensed Land**"). A copy of the said Licence No. 59/2009 dated **26.10.2009** is annexed herewith and marked as **Annexure-C**.

AND WHEREAS the VENDOR in order to develop the Licensed Land in keeping with the aforementioned licence granted by the Director Town and Country Planning Department of Haryana, collaborated with the VENDOR for development of the Licensed Land vide a Collaboration Agreement dated 30th March 2013 with the stipulation that upon receipt of permission for

DIRECTOR

PARADISE SYSTEMS PVT. LTD.
D. S. Mehta

For Green Heights Projects Pvt. Ltd.

Director
M. S. Mehta

transfer of licence from DTCP, the VENDOR shall transfer the Licenced Land in favour of the VENDEE and upon such transfer all rights, title and interests in the Licenced Land shall stand transferred in favour of the VENDEE and pursuant to the said Collaboration Agreement, the Vendee has already started development on the Licenced Land and have also booked commercial space in the proposed super structure in favour of various prospective buyers.

AND WHEREAS the VENDOR represents that VENDOR is the legal and lawful owner of Licenced Land and has offered the VENDEE to purchase the 'Licenced Land' and the VENDEE has agreed to purchase all the rights, title and interests of the VENDOR in the Licenced Land .

The VENDOR has represented, assured and confirmed to the VENDEE that:

I. The VENDOR is the sole and absolute owner of the Licenced Land and is fully entitled to sell/convey/transfer the Licenced Land to the VENDEE and have full authority and power to receive the sale consideration in its name;

II. Subject to the Collaboration Agreement dated 30th March, 2013 and

subject to the rights already created by the Vendee in respect of the superstructure under construction on the Licenced Land by the VENDEE in favour of any third party in accordance with the Collaboration Agreement dated 30th March, 2013, all the rights, title and interests of the VENDOR in respect of the Licenced Land, which is the subject matter of this Agreement, are free from all encumbrances [such as mortgage, equitable mortgage, charge, pledge, lien, loan, hypothecation, surety, security, interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction including the physical or legal obstructions or encroachments or any third party claims or rights of any kind attaching thereto.] of any nature whatsoever, prior sale, gifts, disputes, litigation, acquisition, attachment through the decree of any court or any execution proceedings of any court, attachment (of the Income Tax Department or any other departments of the Government of Haryana

For Green Heights Projects Pvt. Ltd.

Director

DIRECTOR

PARADISE SYSTEMS PVT. LTD.

and/or Government of India and/or any other or authority or of any other person or entity), Hindu Undivided Family (HUF), securitization, family or religious disputes, other disputes, acquisition, requisition, court injunction, will, exchange, trust, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Licenced Land and that the VENDTOR possesses a clear title in respect of the same, which is free from any restraint, restriction or other impediment whatsoever and there are no restrictive covenants operating upon the VENDTOR and/or Licenced Land ;

III. The Licenced Land herein, that is being offered for sale under these presents is not the subject matter of any surety, security or guarantee and no loan has been availed of by the VENDTOR or any other party by keeping the Licenced Land or any documents related thereto as security either with the Government/banks/financial institutions or any other body or person;

IV. Subject to the subsisting Collaboration Agreement dated 30th March, 2013 with the VENDEE herein, the VENDTOR has not entered into any agreement for sale or transfer of the Licenced Land and/or any other agreement or arrangement with any other person(s), regarding the Licenced Land or any part or portion thereof and there is no existing registered or unregistered agreement, deed(s) of power of attorney, MoUs, etc. in favour of any person other than the VENDEE and/or its nominees to deal with the Licenced Land ;

V. That the VENDEE is already in possession of the Licenced Land and carrying out development thereon pursuant to a Collaboration Agreement dated 30th March, 2013 and shall be in absolute possession upon execution of the Sale Deed in favour of the VENDEE.

VI. The Government of Haryana and Government of India or any government authority and / or any local body, Municipal Corporation Gurgaon, Village Panchayat, Revenue Department etc. has no pending

PARADISE SYSTEMS PVT. LTD.
Paradise
DIRECTOR

claims, sanctions or notice against the Licenced Land or any part thereof;

VII. There is no notice of default or breach of any law, rules, regulations etc. in respect of the Licenced Land;

VIII. The VENDOR is fully competent to execute this Agreement and has full power and authority to execute, deliver and perform the terms thereof and that there is no legal bar or impediment on it and the Agreement is being entered into by the VENDOR for its bonafide purpose;

IX. There are no pending litigation or proceedings of any nature whatsoever in connection with the Licenced Land.

The VENDOR for its needs and requirements, desires to sell the Licenced Land to the VENDEF, who also desires to purchase the same and hence this agreement.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

1. That the subject matter of this Agreement is the Licenced Land more particularly defined in Schedule of Land attached herewith as Annexure-A and the VENDEF is entering into this Agreement for the purchase of the Licenced Land on the strength of the representation, assurances, warranties and confirmations made and / or given by the VENDOR that it has all rights/titles and interests upon the Licenced Land and has a valid and undisputed title to the Licenced Land .

2. That the total sale consideration for the sale of the Licenced Land has been agreed at **Rs.28,40,00,000/-**(Rupees Twenty Eight Crores Forty Lacs ("Total Sale Consideration"). The parties agree that that the VENDOR has received from the VENDEF a sum of Rs.28,21,06,063/- in the following manner:

S/ N	Amount in Rupees	Payment Mode	Number	Dated	Drawn on / Issued By
1-	4,00,00,000	RTGS	UTTBH130580	27.02.13	AXIS BANK LTD, GREEN PARK, NEW

For Green Heights Projects Pvt. Ltd. Director

PARADISE SYSTEMS PVT. LTD. DIRECTOR

DELHI	52519				
AXIS BANK LTD, GREEN PARK, NEW DELHI	22.05.13	Paid to DTCP on behalf of Paradise Systems Pvt. Ltd in accordance with the Agreement between the parties, being interest on delayed payment of EDC/IDC			
AXIS BANK LTD, GREEN PARK, NEW DELHI	15.11.13			25,00,000	3-
AXIS BANK LTD, GREEN PARK, NEW DELHI	07.12.13		UTIBH133410	17,00,000	4-
AXIS BANK LTD, GREEN PARK, NEW DELHI	13.12.13		UTIBH133447	5,00,00,000	5-
AXIS BANK LTD, GREEN PARK, NEW DELHI	21.12.13		UTIBH	25,00,000	6-
AXIS BANK LTD, GREEN PARK, NEW DELHI	07.01.14		UTIBH	25,00,000	7-
AXIS BANK LTD, GREEN PARK, NEW DELHI	13.01.14		UTIBH	1,50,00,000	8-
AXIS BANK LTD, GREEN PARK, NEW DELHI	23.01.14		UTIBH	40,00,000	9-
AXIS BANK LTD, GREEN PARK, NEW DELHI	28.01.14		UTIBH	35,00,000	10-
AXIS BANK LTD, GREEN PARK, NEW DELHI	31.01.14		UTIBH	30,00,000	11-
AXIS BANK LTD, GREEN PARK, NEW DELHI	05.06.14		UTIBH	5,00,00,000	12-

PARADISE SYSTEMS PVT. LTD.
Gautam

DIRECTOR

Director

For Green Heights Projects Pvt. Ltd.

3. Pursuant to this agreement for sale the entire deposit received in terms of the Collaboration Agreement stands adjusted against the total sale consideration payable by the Vendee to the Vendor under this agreement for sale, the receipt whereof the VENDOR do hereby admit

				Total (Rs.)
				28,21,06,063/-
				(Rupees Twenty Eight Crore Twenty One Lacs Six Thousand Sixty Three Only)
				Being the amount of TDS deducted and deposited by the Second Party with the Income Tax Authorities in the account of M/S PARADISE SYSTEMS PVT. LTD (representing 1% of the total sale consideration, as required under the relevant provisions of the Income Tax Act, 1961 and rules framed thereunder)
23-				19,96,063
22-		RTGS	UTBH 16034070925	39,60,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
21-		RTGS	UTBH 16013003828	1,980,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
20-		RTGS	UTBH 16007039753	9,90,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
19-		RTGS	UTBH 16005059449	9,90,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
18-		RTGS	UTBH 16005059577	9,90,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
17-		RTGS	UTBH 14343043506	1,00,00,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
16-		RTGS	UTBH 14338009098	1,00,00,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
15-		RTGS	UTBH 14330069686	1,00,00,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
14-		RTGS	UTBH 14268055991	2,00,00,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	
13-		RTGS	UTBH 14213062659	40,00,000
			AXIS BANK LTD, GREEN PARK, NEW DELHI	

4. The VENDOR specifically agrees and confirms that upon receipt of the entire sale consideration either in its name or by way of payment made to DTCP for and on behalf of the VENDOR, the VENDOR shall not claim any further amount from the VENDEE towards the sale of the Licenced Land or on any account whatsoever related thereto.

5. The parties have agreed that hereafter the Vendor shall have no claim in any manner whatsoever in respect of the said Licenced Land and the Vendee shall have full authority and power to derive all profits and benefits in respect of the said Licenced Land being the absolute owner thereof.

6. That the VENDOR has already applied for grant of transfer permission and agrees and undertakes to pursue the same with the authority and sign, execute and register the Sale Deed in the name of the Vendee within six months from this date.

7. That the VENDOR has promised and assured the VENDEE that the VENDOR has sole and absolute ownership rights/title and interests in the Licenced Land, and the VENDOR is competent and authorised to sell the Licenced Land to the VENDEE.

8. That all the representations, assurances, confirmation and undertakings of the VENDOR, whether given in the recitals to this Agreement or otherwise, form a part of this Agreement.

9. That the VENDOR has assured the VENDEE that it has neither entered into any prior agreement or mortgage or any other transaction whereby the rights and title of the VENDOR to the Licenced Land has been impaired or affected adversely in any way to the consequence that the VENDEE may be prevented from selling, transferring, granting, conveying and assigning the Licenced Land or portion thereof in future.

10. That the VENDOR simultaneously upon execution of this Agreement has furnished, provided and handed over to the VENDEE;

1. Title deeds of the Said Land;

For Green Heights Projects Pvt. Ltd.
Director

DIRECTOR

PARADISE SYSTEMS PVT. LTD.

II. Certified true copies of the relevant revenue documents concerning the Licenced Land as referred to in the 'Annexure-D; III. Copy of License No.59 of 2009 and other relevant documents.

11. That the VENDOR shall get the License No.59 of 2009 transferred in favour of the VENDEE in the office of the Director General Town And Country Planning, before 31st August, 2016.

12. That the Vendor has also executed a Power of Attorney in favour of Shri Virendra Kumar Bhatia and Shri Saahil Bhatia to facilitate the attorney to sign and execute the sale deed in favour of the Vendee. The Vendor agrees and undertakes not to revoke or cancel or withdraw the said Power of Attorney. Further notwithstanding the execution of the power of attorney as and when required by the Vendee, the Vendor shall present itself through its authorised signatory and give all necessary cooperation and assistance for fulfilling the intent of this Agreement for Sale.

13. That the Parties agree to complete the entire transactions contemplated under this Agreement within 180 days of the execution of this Agreement. Further, it is specifically agreed to between the Parties hereto, that the Parties shall perform their respective obligations under this Agreement and those required for giving full effect to the transaction as contemplated herein. However, the parties by mutual consent, shall have the right to reasonably extend any of the timelines specified under this Agreement.

14. That the transaction for sale of the Licenced Land by the VENDOR to the VENDEE in terms of this Agreement shall stand concluded upon achievement of the following:-

I. Obtaining permission for transfer of License No. 59 of 2009 in favour of the VENDEE from the Director General Town and Country Planning, Haryana, Chandigarh;

PARADISE SYSTEMS PVT. LTD.
S. Arthi
DIRECTOR

9

For Green Heights Projects Pvt. Ltd.
Director

II. Execution, registration and delivery of the Sale Deed in respect of the Licenced Land by the VENDOR in favour of the VENDEE and / or its nominee(s) and upon delivery of all original documents in respect of the Licenced Land;

15. That the VENDOR has assured, represented, warranted and undertaken to the VENDEE that after the execution and registration of the appropriate transaction documentation/ Sale Deed in favour of VENDEE and/ or its nominees, the VENDEE shall and may peacefully and quietly own, possess and enjoy the Licenced Land or part thereof without any court order for eviction, interruption, claim or demand whatsoever from or by the VENDOR and / or any person claiming through or under them and the VENDOR hereby undertakes to keep the VENDEE indemnified against the consequences of any event that may follow, if any of the assurances, representations, warranties and undertakings made by the VENDOR in these presents turn out to be false or incorrect.

16. That the entire arrears towards the land revenue and any other penalties, duties, charges, cess, levies, fine and any other statutory debts, etc. ("**Taxes and Charges**") till the date of execution and registration of the sale deed shall be borne and paid by the Vendor and for the period thereafter, the Vendee shall pay the same. That in the event any demand is raised pertaining to the said Licenced Land for the period prior to execution of sale deed and is received after the execution of the Sale Deed, the Vendor agrees and undertakes to pay the same and keep the Vendee indemnified on that account.

17. The Internal Development Charges (IDC) and External Development Charges (EDC) payable to the concerned authorities under License No.59 of 2009 are to be borne and paid by the VENDEE, interest due to the concerned authorities on delayed payments of Internal Development Charges (IDC), External Development Charges (EDC) is to be borne by the VENDOR.

18. That all penalties, fines, expenses, costs and other charges concerning the licenced Land which are related to and/or connected with and/or arising out of any omission or commission of the VENDOR and/or its predecessors-in-interest and related to the period preceding to the date of the taking over of the possession and the execution and registration of appropriate transaction documentation in favour of VENDEE and/or its nominees, whichever is earlier in time shall be borne by the VENDOR, irrespective of the time when a demand for the same is received.

19. That all the original documents in relation to Licenced Land have been handed over by the VENDOR to the VENDEE at the time of signing of this Agreement to Sell.

20. That during the subsistence of this Agreement and pending the completion of the sale, transfer, grant, conveyance and assignment of all the rights, title and interests in the Licenced Land, the VENDOR shall not in any manner whatsoever, deal with any third party or enter into any negotiation or discussion or transaction or agreement or arrangement or understanding with any third party other than the VENDEE and/ or its nominees with respect to any matter pertaining to and/ or affecting the Licenced Land or otherwise encumber, charge, mortgage or deal with the Licenced Land or part thereof, with any person whatsoever.

21. That VENDOR shall sign from time to time, all applications, papers and documents and do all acts, deeds and things as the VENDEE may reasonably require for obtaining any permission, approvals, certificates in respect of the commencement and completion of construction and necessary approvals. However, all deposits, fees, charges and expenses in this regard shall be borne and paid by the VENDEE.

22. That the failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any option, right or remedy

PARADISE SYSTEMS PVT. LTD.
DIRECTOR

For Green Heights Projects Pvk Ltd.
Director

contained in the Agreement shall not constitute a waiver or a relinquishment for the future of such provision, option, right or remedy and no waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

23. FURTHER REPRESENTATIONS & UNDERTAKINGS OF THE VENDOR

a. To sign and execute all papers and documents as may be required by the Vendee or by the authorities so as to enable the Vendee to complete the construction on the said Licenced Land in terms of the Collaboration Agreement.

b. The **VENDOR** agrees and hereby undertakes to assist the **VENDEE** in filing the application for renewal of license till the same is transferred in favour of the **VENDEE** and other statutory permissions and in connection therewith to sign, execute such papers as may be directed by the **VENDEE**.

c. To sign and execute all necessary papers and documents to enable the Vendee to be seized and possessed of the licenced land and carryout development thereon without any let or hindrance.

24. That after the execution of this Agreement, if it comes to notice that any portion of the Licenced Land was/ has had been declared to be under acquisition (whether the period is prior to or after the date of this Agreement) by the government authority/ department/ statutory body, etc., the **VENDEE** shall be entitled to exercise 'first lien' on the compensation receivable and the **VENDEE** shall be solely and exclusively entitled to (i) recover, receive and enjoy the entire compensation; (b) to receive alternate land as compensation against acquisition; and (c) all other claims, benefits etc. on account of such acquisition.

25. That the Parties hereto have agreed and undertaken to perform their respective obligations under this Agreement with due diligence,

PARADISE SYSTEMS PVT. LTD.
[Signature]
DIRECTOR

For Green Heights Projects Pvt. Ltd.
[Signature]
Director

bonafide intentions and mutual cooperation keeping in view the interest of each other and to execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement. The VENDOR agrees to indemnify and keep indemnified the VENDEE from and against any cost, expense, loss or injury caused to or which may be caused to the VENDEE as a result of any representation and warranties in this Agreement found to be false, untrue or contrary to the claim being made by any person or party in any manner relating to the Licenced Land.

26. That the VENDEE shall always have the right to nominate and assign all its rights and interests whatsoever under this Agreement in favour of any nominee(s) or assign(s) for which the VENDOR shall have no objection in this regard, and any such nomination / assignment shall not impose any financial or other liability upon the VENDOR in any manner whatsoever.

27. This Agreement shall not be changed, amended, altered and modified except by a written instrument mutually agreed upon and executed by the parties.

28. That if the VENDOR infringes any of the terms and conditions of this Agreement, the VENDEE shall be entitled to get the implementation thereof effected through a court of law, by mode of specific performance of this Agreement or any other law for the time being in force, at the costs and risks of the VENDOR.

29. That any notice, letter, communication, requests, demands, statements to be made, served or communicated unto either of party under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter communication, requests, demands, statements is addressed to the concerned party at the address mentioned herein below or such other addresses as may be intimated by the party in this behalf to the other party and delivered by hand against receipt or sent by registered mail or couriered or faxed.

PARADISE SYSTEMS PVT. LTD.
[Signature]
DIRECTOR

For Green Heights Projects Pvt. Ltd.
[Signature]
Director

Further, any such notice or communication shall be deemed to have been duly given and served at the date and time of receipt of first refusal of delivery, if sent by registered mail or delivered by hand as per the terms of this Agreement.

VENDOR: Paradise Systems Pvt. Ltd
E-20, Lajpat Nagar-III, New Delhi-24

VENDEE: Green Heights Projects Pvt. Ltd,
N-71, Panchsheel Park, New Delhi-17

30. That if any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement shall remain valid and enforceable and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision shall be replaced with a provision, which is valid and enforceable and must nearly reflect the original intent of the invalid or unenforceable provision and the provisions of clause 26 above shall be followed in such event.

31. That in the event of any dispute or difference between the Parties, either with regard to performance of the respective obligations or relating to interpretation of the terms of this Agreement, then the same shall be referred to arbitration by a sole arbitrator to be appointed by the Parties with mutual consent. If the Parties fail to appoint a mutually agreed arbitrator, then the Arbitrator shall be appointed under Section 11 of the Arbitration and Conciliation Act, 1996 and such proceedings shall be filed before the Hon'ble Chief Justice of the Hon'ble High Court of Delhi and also in respect of all matters arising out of the arbitration agreement or the award that may be given by the sole arbitrator shall be

PARADISE SYSTEMS PVT. LTD.
Director

For Green Heights Projects Pvt. Ltd.
Director

subject to the exclusive jurisdiction of the Courts in New Delhi. The arbitration proceedings shall be held in New Delhi and the language shall be English.

32. That all expenses towards completing the sale transaction, viz., stamp duty, transfer duty, registration fee etc., in favour of the VENDEE shall be solely borne and paid by the VENDEE itself.

33. That this Agreement shall be executed in duplicate; the VENDOR shall retain one copy and provide one copy to the VENDEE.

34. That this Agreement can be presented for registration before the Sub-Registrar having jurisdiction, either by Mr. Lalit Modi or by any authorized representative of the company duly authorized by the Board of Directors.

Annexure - A

Schedule of Land

Annexure - B

Layout Plan of the 'Said land'

Annexure - C

License No.59 of 2009 dated 26.10.2009

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the day, the month and the year first above written in her presence of the following witnesses.

SIGNED AND DELIVERED by the SIGNED AND DELIVERED by the

Within named VENDOR Within named VENDEE

Paradise Systems Pvt. Ltd
DIRECTOR
Lalit Modi

Green Greens Projects Pvt Ltd
Director
[Signature]

(LALIT MODI) (VIRENDRA KUMAR BHATIA)

Director Director

Witnesses:

1. _____ 2. _____

DETAIL OF LAND

ANNEXURE-A

Land admeasuring 2.681acres i.e. 21 Kanal and 9Marla bearing Rect No.49, Killa No.4/1min, 2K-4M, Rect No.46, Killa No.22/1, 1K-1M, Rect No.49, Killa No.2, 4K-13M, Killa No.3, 8K-0M, Killa No.4/2, 1K-16M, Killa No.7, 3K-15M situated in village Lakhnaua, Tehsil Manesar and District-Gurgaon (Haryana)

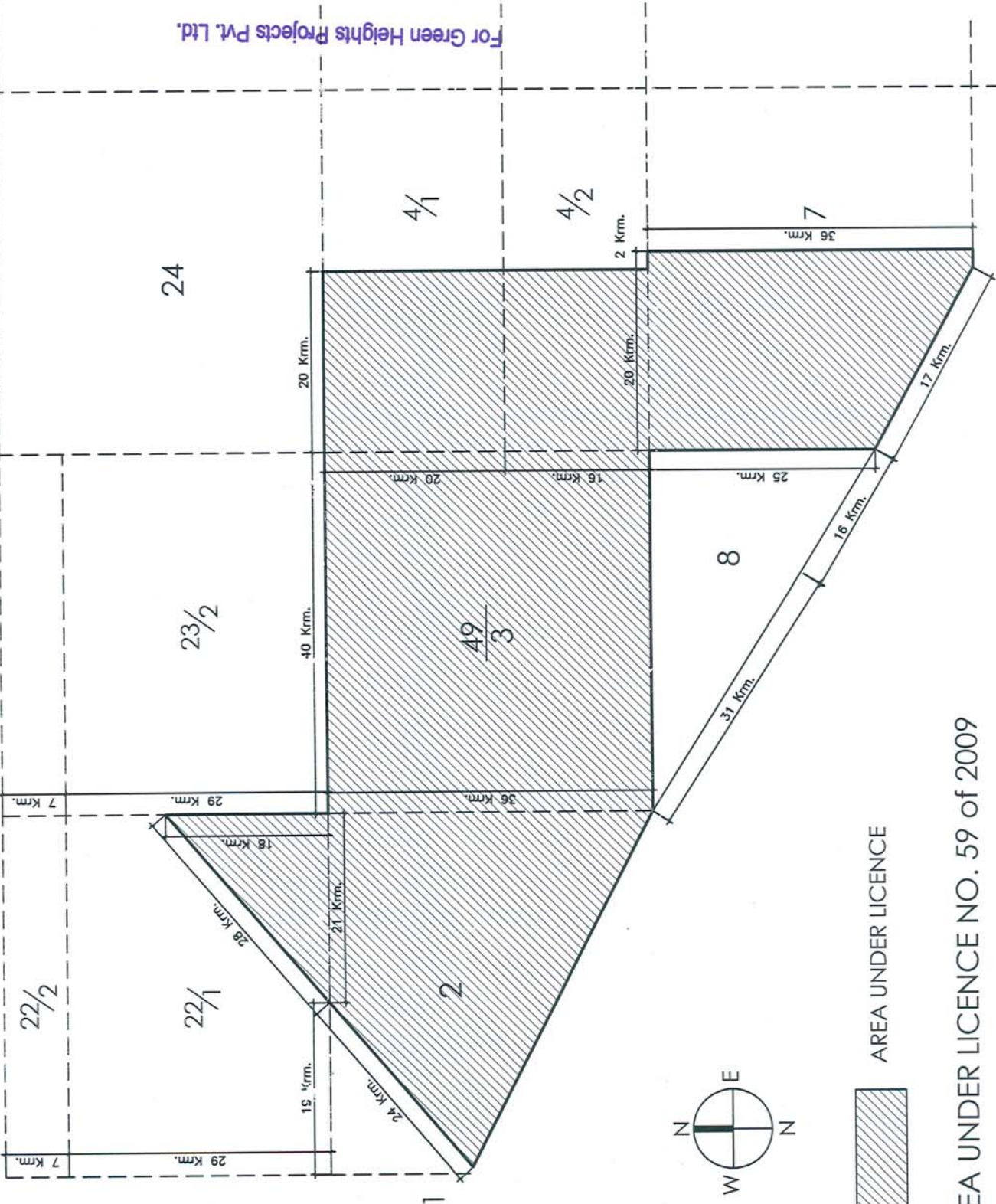
For Green Heights Projects Pvt. Ltd.

Director

PARADISE SYSTEMS PVT. LTD.

DIRECTOR

ANNEXURE - B



AREA UNDER LICENCE NO. 59 of 2009

AREA UNDER LICENCE



For Green Heights Projects Pvt. Ltd.

Director

[Signature]

PARADISE SYSTEMS PVT. LTD.
DIRECTOR

ANNEXURE - C

FORM LG - A
(See Rule 12)

HARYANA GOVERNMENT

TOWN AND COUNTRY PLANNING DEPARTMENT

License No. 51 of 2009

This license has been granted under the Haryana Development and Regulation of Urban Areas Act, 1976, made there under to M/o. Paradise Systems Pvt. Ltd, C/o M/s. Sunshine Telecom Pvt. Ltd., # 51, Postage Block, Kirti Nagar, New Delhi for setting up of a Commercial Colony at village Nakhnoula, Sector M-1-D, Gurgaon - Manesar Urban Complex.

The portions of the land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.

The license granted is subject to the following conditions:

- a) That the Commercial Colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
- b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1976 and the Rules 1976 made there under are duly complied with.
- c) That the demarcation plan of the commercial colony area is submitted before starting the development works in the colony and for the approval of Zoning Plan.

That the portion of Sector/Market plan road which shall form part of the licensed area shall be transferred free of cost to the Government in accordance with the provisions of section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1976.

- 4. That the licensee will not give any advertisement for sale of shops/office/ floor area in colony before the approval of layout plan/ building plans.
- 5. That you will have no objection to the regularization of the boundaries of the license through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding in this regard.

- 6. That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14-09-2006 of Ministry of Environment & Forest, Govt. of India before starting the development works of the colony.
- 7. That the developer will use only CFL fittings for internal lighting as well as campus lighting.
- 8. The license is valid up to 25-10-2012

Paradise Systems Pvt. Ltd. Chandigarh
For Green Heights Projects Pvt. Ltd.
Director, Town & Country Planning
Haryana, Chandigarh
T.C. Gupta, IAS

DIRECTOR

Director

Refdt. No. LC-1712-JR(VA)/2009/1284

Date: 22-1-09

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:-

M/s. Paradise System Pvt. Ltd. C/o M/s. Sunshine Telecom Pvt. Ltd., # 51, Furniture Block, Kirti Nagar, New Delhi along with a copy of agreement, LC-IV B and Bilateral agreement.

2. Chief Administrator, HUDA, Panchkula.

3. MD, HVPN, Planning Director, Shakti Bhawan, Sector - 6, Panchkula.

4. Addl. Director Urban Estates, Haryana, Panchkula.

5. Administrator HUDA, Gurgaon.

6. Chief Engineer, HUDA, Panchkula.

7. Superintending Engineer, HUDA, Gurgaon, along with a copy of agreement.

8. Senior Town Planner (Enforcement) Chandigarh.

9. Senior Town Planner, Gurgaon, along with a copy of agreement.

10. District Town Planner, Gurgaon along with a copy of agreement.

11. Land Acquisition Officer, Gurgaon.

12. Sr. Town Planner (Monitoring cell) Chandigarh.

13. Accounts Officer, O/o Director, Town & Country Planning, Haryana, and Chandigarh along with a copy of agreement.

PARADISE SYSTEMS PVT. LTD.
DIRECTOR
Datta

For Green Heights Projects Pvt. Ltd.
Director
[Signature]

[Signature]
(Nitish Sharma)
District Town Planner
For Director, Town and Country Planning
Haryana, Chandigarh

Director

For Green Heights Projects Pvt. Ltd.

DIRECTOR

PARADISE SYSTEMS PVT. LTD.

Director
Town and Country Planning,
11, 12/1, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Gold M. d.

Village	Rect. No.	Khata No.	T. Area K-M	Area taken K-M
Lekhnaua	49	4/1 m/n	4-9	2-4
	46	22/1	6-9	1-1
	49	2	8-13	4-13
		3	8-0	8-0
		4/2	8-11	1-16
		7	7-11	3-15
			Total	21-9 or 2,081 acres

Detail of land owned by M/e Paradise System (P) Ltd. Village Lekhnaua, Dist. Gurugram.

To be read with Licenses No. 59 of 2004

श्री कानूनगो फार्म नं० 10
नदी गाँव

तहसील

जिला

साल

अभ्युक्ति

2	3	4	5	6	7	8	9	10	11	12
खतानी नम्बर	नाम तरफ या पत्ता और जमा सहित नम्बरदार का नाम	विवरण सहित मासिक का नाम	विवरण सहित काररकार का नाम	कुएं या सिंचाई के अन्य साधन का नाम	नम्बर खसरा या मुरब्बे और कीले का नम्बर	रकबा और किसिम जमीन	दर और संख्या के साथ लगान जो मुजारा देता है	हिस्सा या हकीकत का पैमाना और बाछ का ढंग	के शिर्षक सहित भाग	
2882		PARADISE SYSTEMS PVT. LTD. DIRECTOR	For Green Heights Projects Pvt. Ltd. Director		41 17 94 49 4/12 60 4	078 8-0 8-0 4-2 21-2		1) रकबा 45 2) रकबा 17/9/05 3) रकबा 15/11/10 4) रकबा 4-2-09		

ANNEXURE-D

श्री कानूनगो फार्म सं० 10
शुद्धी गांव - कच्छ (जिला)

तहसील

or

जिला

14/3/2013

साल

2012-13

12

2	3	4	5	6	7	8	9	10	11	12
खतानी नम्बर	नाम तरफ या पत्ता और जमा सहित नम्बरदार का नाम	विवरण सहित मालिक का नाम	विवरण सहित कारतकार का नाम	क्षेत्र या सिंचाई के अन्य साधन का नाम	नम्बर खसरा या मुरबे और कौले का नम्बर	रकबा और किस जमीन	दर और संख्या के साथ लगान जो मुजारा देता है	हिस्सा या हकीकत का पैमाना और बाछ का दग	क्षेत्र सहित भाग	अभ्युक्ति
93	Dolt Mode DIRECTOR	M/s Paradise Projects Pvt. Ltd. K-120, 8th Cross 2nd stage of 15th	Director For Green Heights Projects Pvt. Ltd.		46 21 21 1 25 1 49 2 3 4 5 6 7 8 14	2-16 6-9 6-9 7-2 1-4 5-8 8-2 3-11 8-2 5-2 7-11 2-16 1-15	श्रीमान श्री. राजेश कुमार शर्मा व्यक्तिगत		माल और जबाब सहित भाग	माल 45 हिस्स 17/9/14 कोलर कोलर 48 माल 48-30 रकबा 65 19/9/05 से माल कोलर 48 माल 48 30 241, 15-11-70 माल 48 241 45-65 हिस्स 30-48

श्रीमान श्री. राजेश कुमार शर्मा
व्यक्तिगत
20 माल
कानूनगो फार्म