STATE BANK OF INDIA

Sl. No. 592807

GSR / 001

RECEIPT

Mehrauli Road, Gurgaon (01980)

STATE BANK OF INDIA

______________ Branch ______________ Code No. ______________

Received a sum of Rs 14,24,500/-

(Rupees Fourteen Lac Twenty Four Thousand Five Hundred only ______________ only)

from Shri/Smt. Ramprastha Sare Land Holding Company Fine (P) Ltd.

residing at New Delhi (F.U.D.) for credit to Government of Haryana account towards Stamp Duty

Date: 26 MAR 2013

Place: GURGAON

(Signatures of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	19 Kanal 10 Marla
Wazirpur	30 Kanal 15 Marla
Value	Rs. 2,90,25,000/-
Stamp Duty	Rs. 14,24,500/-
Stamp No. & Dated	592807/March 26, 2013
Issued By	State Bank of India

Reg. No. 40

Dated 10-04-13

Joint Sub Registrar Gurgaon

लेख न: 3935 दिनांक 14/05/2013

डीड सबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुड़गांव
गांव/शहर	हयातपुर

धन सबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 29,825,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,456,500.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रसीद न: 48 फीस 15000 रुपये	दिनांक 14/05/2013

Drafted By: M S Chauhan Adv Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन मंगलवार समय 12:14:00PM बजे श्री/श्रीमती/कुमारी Ramprastha Sare Landholding पुत्र/पुत्री/पत्नी ... Money Vinod Vikas AO द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री Ramprastha Sare Landholding Company Two Pvt Ltd thru ... (OTHER), Ramprastha Sare Landholding company Two Pvt Ltd thru (OTHER)

उपरोक्त क्रेतागण व श्री/श्रीमती/कुमारी Thru Anil Yadav उपस्थित हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Balwan पुत्र/पुत्री/पत्नी श्री Balwan Singh निवासी VPO Badli Dujjar व श्री/श्रीमती/कुमारी Parveen पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Hari Kishan निवासी 80, Krishan Nagar Gurgaon ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

This Exchange Deed (**Deed**) is executed at Gurgaon on this 14TH day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA GREENS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Greens**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

4. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, Subsidiary V, Ramprastha Greens and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 1.819 acres (14 Kanal 11 Marla) situated in Hyatpur, Gurgaon, Haryana more particularly described in **Part A of Schedule A** of this Deed. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.656 acres (5 Kanal 5 Marla) situated in Hyatpur, Gurgaon, Haryana more particularly described in **Part B of Schedule A** of this Deed. The above referred land parcels set out in Part A of **Schedule A** of this Deed and **Part B of Schedule A** of this Deed are hereinafter collectively referred to as "**Land A**" admeasuring 2.475 acres (19 kanal 16 marla).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Greens inter alia, the licence (bearing no. 58 of 2011) to use the land admeasuring 7.043 acres situated in village Wazirpur and village Medawas, Haryana to develop a group housing colony dated 21 July, 2011 (**License**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.043 acres of land in respect of which the DTCP has granted the License, Ramprastha Greens, is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 2.400 acres (19 Kanal 16

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उप /संयुक्त पंजीयन अधिकारी

Marla) situated in village Wazirpur more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II, Subsidiary V and Ramprastha Greens have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II and Subsidiary V wish to exchange the Land A for Land B, and Ramprastha Greens wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof in accordance with this Deed.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate Memo No. LC-1833-0—III (VA)-2013/36804 dated 17/04/2013 (**NOC**) to Ramprastha Greens in respect of the transfer of Land B to Subsidiary II and Subsidiary V, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and Subsidiary V, on the one hand and Ramprastha Greens, on the other hand, respectively under this Deed.

OPERATIVE TERMS

1. TRANSFER AND EXCHANGE

1.1. Subject to Clause 2, Subsidiary II and Subsidiary V hereby transfer the Land A to Ramprastha Greens, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Greens, subject to Clause 2, hereby transfers Part 1 of Land B admeasuring 5 Kanal 5 Marla to Subsidiary-II and Part 2 of Land B admeasuring 14 Kanal 14 Marla to Subsidiary -V, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges in the following manner:

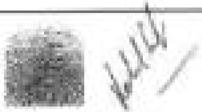
(a) land mentioned in Part-1 of Land B admeasuring 5 Kanal 5 Marla is being transferred to Subsidiary II; and

(b) land mentioned in Part-2 of Land B admeasuring 14 Kanal 14 Marla is being transferred to Subsidiary V.

2. NO OBJECTION CERTIFICATE

Subsidiary II, Subsidiary V and Ramprastha Greens confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

Reg. No.	Reg. Year	Book No.
3,053	2013-2014	1

प्रथम पक्ष	[illegible] Gupta	
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<u>प्रमाण-पत्र</u>

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,053 आज दिनांक 14/05/2013 को बही नः 1 जिल्द नः 13,639 के पृष्ठ नः 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 2,905 के पृष्ठ संख्या 30 से 31 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/05/2013

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गुड़गांव

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary II, Subsidiary V and Ramprastha Greens hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (**Land**, for the purposes of this Clause 4) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II, Subsidiary V or Ramprastha Greens has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II, Subsidiary V or Ramprastha Greens, as the case may be, has received a notice or affecting the Land or any portion thereof, or interest therein, or relating to or arising out of the ownership of the Land, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Greens will, or the Land B which the Subsidiary II and Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Greens or the Subsidiary II and Subsidiary V, as the case may be;

(g) to the best of the knowledge of Subsidiary II, Subsidiary V or Ramprastha Greens, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted By
Mahesh B. Chauhan
Advocate
Distt. Courts, Gurgaon

Name of Party and signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	
RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	
RAMPRASTHA GREENS PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg	
Witnesses: 1. Name SATYAWAN Address V.P.O. - GABU DIST - JHAJJAR	
2. Name Praveen Kumar Address Krishan Nagar Panipat	

Schedule A

PART A

Description of Land A

M/s Ramprastha Sare Landholding Company Five Pvt. Ltd.

Khewat / Khata No- 366/432, Rect No- 26 Kila No- 11 (3-5), 20/1(5-16), 21/2(2-0), 22(8-0), Rect No- 61, Kila No- 6/1 (5-6),6/3(0-10), 7(8-0), Rect No- 62, Kila No- 1/1 (7-16), 10/1 (1-6), 10/3 (4-13), 11 (7-11), 12(7-11), 1/1(4-0), 2/1 (1-4), 9/2(7-10), Kita – 15 Area 75 Kanal 10 Marla share is to the 1/48 which become 1 Kanal 11 Marla.

Khewat/Khata No- 270/325, Rect No- 26, Kila No – 18/2 (2-13), 24/1(2-15),24/3(3-0) Rect No- 33, Kila No – 10(8-0), 11(8-0), 16(8-0), Kita – 5 Area 32 Kanal 8 Marla share is to the 71/648 which become 3Kanal 14 Marla.

Total 5 Kanal 5 Marla situated in village Hyatpur Tehsil & District Gurgaon vide Jamabandi Year-2004-05 and Mutation Nos- 1957/1, 2598, 2618.

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat Khata No- 88/100, Rect No- 27, Kila No- 21/1 (6-2), Kita -1 **Area 6 Kanal 2 Marla** Sadam Khewat Khata No. 213/284 Rect No. 20, Kila 3/2 (4-18), 4(8-0), 5/1(4-0), Kita 3 Area 16 Kanal 18 Marla share 1/2 which become **8 Kanal 9 Marla** situated in village Hyatpur Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No. 2089

Grand Total Area 13 Kanal 16 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon Haryana

Part 1

M/s Ramprastha Greens Pvt. Ltd.

Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 11 (8-0), 14(8-0),17/2(3-19), 12/2 (8-0), 12/1(0-8), 19 (8-0), 20 (3-14), 21/1 (0-8), 1/3min (0-5), 8/1 (0-12), 9/2 (3-9) Kita – 11 area 42 Kanal 13 Marla share is to the 130/891 which become 5 Kanal 5 Marla situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 2412, 2415 and 2307, Transfer to Company No. 2

PART 2

Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 11 (8-0), 14(8-0),17/2(3-19), 12/2 (8-0), 12/1(0-8), 19 (8-0), 20 (3-14), 21/1 (0-8), 1/3min (0-5), 8/1 (0-12), 9/2 (3-9) Kita – 11 area 42 Kanal 13 Marla share is to the 306/891 which become 14 Kanal 14 Marla situated in Village Wazirpur Tehsil & District Gurgaon Jamabandi Year 2001-02 and Mutation No- 2412, 2415 and 2307, Transfer to Company No. 5

Total Area 19 Kanal 19 Marla

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23-8-14

रजिस्टर इंतकाल

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22-9-84

रजिस्टर इन्तकाल

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रजिस्टर इन्तकाल

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रजिस्टर इन्तकाल

रजिस्टर [illegible]

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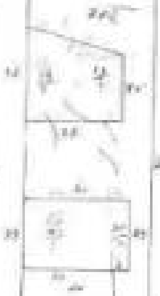

22-8-14

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22-8-14

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22-8-14

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भारतीय गैर न्यायिक

दस रुपये रु.10

TEN RUPEES Rs.10

INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

30AA 064494

Exe Deed No 3455

Date 14/1/13

Attested
Sub Registrar
Gurgaon
05 SEP

S. No. 35258
Amount 10
Purpose/File

Ram Chander

S/o

[illegible]

Etc

EXCHANGE DEED

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	19 Kanal 15 Marla
Wazirpur	19 Kanal 19 Marla
Value	Rs. 2,59,25,000/-
Stamp Duty	Rs. 14,24,570/
Stamp No. & Dated	932867/March 29, 2011
Issued By	State Bank of India

Attested
Sub Registrar
Gurgaon
05 SEP 2014

Conforms with original

R.C.

[illegible] 2013

[illegible]

[illegible]	EXCHANGE OF PROPERTY [illegible] 2013
[illegible]	[illegible]
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Revenue Department Haryana

This Exchange Deed (Deed) is executed at Gurgaon on this ___11th day of May 2012 (Execution Date) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "Subsidiary II"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

2. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "Subsidiary V"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

3. **RAMPRASTHA GREENS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "Ramprastha Greens"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

4. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "Company"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, Subsidiary V, Ramprastha Greens and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "Parties".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 1.825 acres (14 Kanal 15 Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Part A of Schedule A** of this Deed. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.650 acres (5 Kanal 4 Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Part B of Schedule A** of this Deed. The above referred land parcels set out in **Part A of Schedule A** of this Deed and **Part B of Schedule A** of this Deed are hereinafter collectively referred to as "**Land A**" admeasuring 2.475 acres (19 Kanal 19 Marla).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Greens, inter alia, the license (bearing no. **68 of** 2011) to use the land admeasuring 7.043 acres situated in village Wazirpur and village Hayatpur, Haryana to develop a group housing colony dated 21 July, 2011 (**License**) under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.043 acres of land in respect of which the DTCP has granted the License, Ramprastha Greens, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 2.4[illegible] acres (19 Kanal [illegible]

Attested
Sub-Registrar Gurgaon
05 SEP 2014

Compared with original & found correct

Reg. No.	Reg. Year	Book No.
[illegible]	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप/संयुक्त पंजीयन अधिकारी

Marla) situated in village Wazirpur more particularly described in Schedule B of this Deed (Land B).

C. Subsidiary II, Subsidiary V and Rampraastha Greens have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II and Subsidiary V wish to exchange the Land A for Land B, and Rampraastha Greens wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof in accordance with this Deed.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate bearing No. LC-2615-B—JE (VA)-2013/98804 dated 17/09/2013 (NOC) to Rampraastha Greens in respect of the transfer of Land B to Subsidiary II and Subsidiary V, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and Subsidiary V, on the one hand and Rampraastha Greens, on the other hand, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary II and Subsidiary V hereby transfer the Land A to Rampraastha Greens, together with the rights, title and interest therein, with all the benefits, advantages, connections, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Rampraastha Greens, subject to Clause 2, hereby transfers Part 1 of Land B admeasuring 5 Kanal 5 Marla to Subsidiary-II and Part 2 of Land B admeasuring 13 Kanal 14 Marla to Subsidiary V, together with the rights, title and interest therein, with all the benefits, advantages, connections, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges in the following manner:

(a) land mentioned in Part 1 of Land B admeasuring 5 Kanal 5 Marla is being transferred to Subsidiary II; and

(b) land mentioned in Part 2 of Land B admeasuring 13 Kanal 14 Marla is being transferred to Subsidiary V.

2. **NO OBJECTION CERTIFICATE**

Subsidiary II, Subsidiary V and Rampraastha Greens confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

Attested
05 SEP 2014
Compared with original
R.G.

[illegible] No.	Reg. Year	Book No.
[illegible]	2013-2014	1

[illegible]	Rahul Gupta	[illegible]
[illegible]		
[illegible]	[illegible] Yadav	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	Raman Kumar

प्रमाण-पत्र

[illegible] 14/05/2013 [illegible]

[illegible]

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी

[illegible]

7. [INTENTIONALLY NOT USED]

8. REPRESENTATIONS AND WARRANTIES

8.1 Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

8.2 Subsidiary X, Subsidiary Y and Ramprastha Greens hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 8) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary X, Subsidiary Y or Ramprastha Greens has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary X, Subsidiary Y or Ramprastha Greens, as the case may be, has received a notice or affecting the Land or any portion thereof, or interest therein, or relating to or arising out of the ownership of the Land, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Greens will, or the Land B which the Subsidiary X and Subsidiary Y will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Greens or the Subsidiary X and Subsidiary Y, as the case may be.

05 SEP

Compared with original & found correct

R.C.

(e) to the best of the knowledge of Subsidiary II, Subsidiary V or [illegible] Greens, as the case may be, (a) no prior owner or any user or tenant or operator of the Land has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently or have ever been located in, on or under or about the Land;

(f) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorise the execution of this Deed and the transactions/undertakings contemplated hereunder;

(g) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(h) he/it has the power to enter into and perform the execution of this Deed.

5. GOVERNING LAW

This Deed shall be governed by and be construed in accordance with the laws of India.

6. JURISDICTION

The courts in Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. COSTS

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. SPECIFIC PERFORMANCE

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. AMENDMENTS

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

Attested
Sub Registrar
Gurgaon
05 SEP 2014

Compared with original
& found correct
R.C.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Name of Party and Signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: [illegible]	
RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: [illegible]	
RAMPRASTHA GREENS PRIVATE LIMITED Authorised Signatory Name: [illegible]	
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: [illegible]	
Witnesses: 1. Name [illegible] Address [illegible]	
2. Name [illegible] Address [illegible]	

05 SEP 2014

Schedule A

PART A

Description of Land A

M/s Kamprastha Sare Landholding Company Five Pvt. Ltd.

Hewat / Khata No- 708/[illegible], Rect No- 28 Killa No- 11 (3-6), 20/1 (5-16), 21/2 (7-[illegible]), 22 (8-0), Rect No- [illegible], Killa No- 5/1 (5-6) [illegible], 7 (8-0), Rect No- 62, Killa No- 1/1 (7-16), 10/1 (7-[illegible]), 10/[illegible] (4-15), 11 (7-11), 10/7 (3), 2/1 (4-9), 2/3 (1-9), 9/2 (7-16), Kita – 15 Area 75 Kanal 10 Marla share is to the 1/48 which become 1 Kanal 11 Marla.

Hewat/Khata No- 270/315, Rect No- 28, Killa No – 19/2 (2-13), 23/1 (2-15), 24/3 (3-4) Rect No- 65, Killa No – 19 (8-0), 11 (8-0), 20 (8-0), Kita – 6 Area 32 Kanal 8 Marla share is to the 75/648 which become 3 Kanal 14 Marla.

Total 5 Kanal 5 Marla situated in village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation Nos- 1997/3, 2506, 2918.

M/s Kamprastha Sare Landholding Company Two Pvt. Ltd.

Khewat Khata No- 69/100, Rect No- 27, Killa No- 21/1 (8-0), Kita -1 Area 8 Kanal 2 Marla Sixteen Khewat Khata No- 213/284 Rect No- 28, Killa 1/1 (4-16), 4 (8-0), 5/1 (4-0), Kita 3 Area 16 Kanal 18 Marla share 1/2, which become 8 Kanal 9 Marla situated in village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No. 2893

Grand Total Area 18 Kanal 16 Marla

[illegible]

For Sub Registrar
Gurgaon
05 SEP 2014

Schedule II

Description of Land II

Land situated in Village Wazirpur, Gurgaon Haryana

Part 1

M/s Rangreetha Greens Pvt. Ltd.

Owned Khata No. 170/200, Rect No. 31, Kila No. 12 (8-0), 14(8-0), 17/2(3-18), 12/2 (8-0), 12/[illegible] [illegible], 19 (8-0), 20 (7-16), 21/1 (0-8), [illegible] (0-5), 8/1 (0-12), 9/2 (0-9) Kita – 11 area 42 Kanal 11 Marla share is to the [illegible] which become 5 Kanal 5 Marla situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No. 2412, 2415 and 2367. Transfer to Company No. 7

PART 2

Khewat/ Khata No. 170/200, Rect No. 31, Kila No. 12 (8-0), 14(8-0), 17/2(3-18), 12/2 (8-0), 12/[illegible] [illegible], 19 (8-0), 20 (7-16), 21/1 (0-8), [illegible] (0-5), 8/1 (0-12), 9/2 (0-9) Kita – 11 area 42 Kanal 11 Marla share is to the [illegible] which become 14 Kanal 14 Marla situated in Village Wazirpur Tehsil & District Gurgaon Jamabandi Year 2001-02 and Mutation No. 2412, 2415 and 2367. Transfer to Company No. 6

Total Area 19 Kanal 19 Marla

05 SEP 2014

STATE BANK OF INDIA

Sl. No.
GSR / 001 - 267658

[redacted]

RECEIPT

STATE BANK OF INDIA

Received a sum of Rs. ...

(Rupees ... only)

... Government of Haryana

Date:

Place:

GURGAON

तबादलानामा

किस्म वसीका	:	तबादलानामा
स्टाम्प	:	27,15,600/- रुपये
स्टाम्प रसीद नं0	:	GSR/001:267658
स्टाम्प तारीख	:	07.10.2010
स्टाम्प जारीकर्ता	:	SBI, Mehrauli Road, Gurgaon
[illegible]	:	64 कनाल 17 मरला
[illegible]	:	[illegible]

13375 81

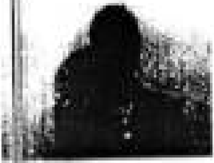
मैसर्ज ओंकार लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता प्रथम) व मैसर्ज ईग्नीस प्रोपर्टीज प्रा० लि० (विक्रेता द्वितीय) 80बी, ए.डी. ब्लॉक पीतमपुरा, दिल्ली(कार्पोरेट ऑफिस 308, 309, विपुल अगोरा बिल्डिंग, एम.जी.रोड, गुड़गांव) मैसर्ज एकमी बिल्डवैल प्रा० लि०(विक्रेता तृतीय) व मैसर्ज ऑरिस लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता चतुर्थ) व मैसर्ज फोरच्यून लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता पंचम) व मैसर्ज ऐलिगेन्ट लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता छठम) व मैसर्ज मर्लिन लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता सप्तम) मैसर्ज हेक्टो लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता अष्टम) व मैसर्ज नैपच्यून लैण्ड एण्ड हाउसिंग प्रा० लि० (विक्रेता नवम) व मैसर्ज ऑरिस इन्फ्रास्ट्रक्चर प्रा० लि० (विक्रेता दशम) कार्पोरेट ऑफिस जे-10/5, डी.एल.एफ. फेस-2 एम. जी. रोड, गुड़गांव बजरिये अधिकृत प्रतिनिधि श्री जितेन्द्र सिंह पुत्र श्री केसरी सिंह निवासी मकान नं० 1157, सैक्टर-15, पंचकुला हरियाणा (फरीक अव्वल) व मैसर्ज रामप्रस्था साउथ लैण्ड होल्डिंग कम्पनी दो प्रा० लि० सी-10,सी-ब्लाक मार्किट, वसंत विहार, नई दिल्ली बजरिये अधिकृत कम्पनी प्रतिनिधि श्री जोगिन्द्र सिंह पुत्र स्व० श्री हरिचरण सिंह निवासी गांव गाढौली खुर्द तहसील व जिला गुड़गांव (फरीक दोयम) के है।

यह के प्रथम पक्ष अराजी वाकई खेवट/खाता नम्बर 233/284 मु० नं० 29 किला नं० 3/2(4-18),4(8-0),5/1(4-0), किता 3 रकबा 16 कनाल 18 मरला का 252/538 भाग बकदर 7 कनाल 18 मरला (विक्रय प्रथम) व खेवट/खाता नम्बर 280/314 मु० नं० 13 किला नं० 13/1(6-16) किता 1 रकबा 6 कनाल 16 मरला का 1/6 भाग बकदर 1 कनाल 6 मरला (विक्रय द्वितीय) व खेवट/खाता नम्बर 88/100 मु० नं० 27 किला नं० 21(7-7)

Reg. No. 1327

Reg. Year 2011-2012

Book No. 1



प्रथम पक्ष

द्वितीय पक्ष

गवाह

प्रथम पक्ष

[illegible] Singh ______

द्वितीय पक्ष

Shri Rajender Singh ______

गवाह 1:- C L Arora ______ गवाह 2:- Sunil Kumar ______

<u>प्रमाण-पत्र</u>

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,327 आज दिनांक 19/04/2011 को बही नं. 1 जिल्द नं. 12,831 के पृष्ठ नं. 123 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 1,228 के पृष्ठ संख्या 43 से 44 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 19/04/2011

उप/संयुक्त पंजीयन अधिकारी

[illegible]

किता 1 रकबा 7 कनाल 7 मरला यानि (मिकर तृतीय) व खेवट/खाता नम्बर 260/314 मु0 नं0 19 किला नं0 13/1(8-16) किता 1 रकबा 8 कनाल 16 मरला का 8/9 भाग बकदर 7 कनाल 15 मरला (मिकर चतुर्थ) व खेवट/खाता नम्बर 233/284 मु0 नं0 29 किला नं0 3/2(4-16), 4(8-0),5/1(4-0), किता 3 रकबा 16 कनाल 16 मरला का 120/538 भाग बकदर 3 कनाल 19 मरला (मिकर पंचम) व खेवट/खाता नम्बर 233/284 मु0 नं0 29 किला नं0 3/2(4-16),4(8-0),5/1(4-0), किता 3 रकबा 16 कनाल 16 मरला का 160/538 भाग बकदर 5 कनाल 1 मरला (मिकर षष्ठम) व खेवट/खाता नम्बर 222/273 मु0 नं0 29 किला नं0 6(7-11) किता 1 रकबा 7 कनाल 11 मरला यानि (मिकर सप्तम) व खेवट/खाता नम्बर 225/276 मु0 नं0 29 किला नं0 13(8-0),18(8-0) किता 2 रकबा 16 कनाल 0 मरला का 900/1021 भाग बकदर 14 कनाल 2 मरला (मिकर अष्टम) व खेवट/खाता नम्बर 225/276 मु0 नं0 29 किला नं0 13(8-0),18(8-0) किता 2 रकबा 16 कनाल 0 मरला का 121/1021 भाग बकदर 1 कनाल 18 मरला (मिकर नवम) व खेवट/खाता नम्बर 202/237 मु0 नं0 68 किला नं0 9(8-0)किता 1 रकबा 8 कनाल 0 मरला यानि (मिकर दशम) इस प्रकार से खेवटो का कुल रकबा 64 कनाल 12 मरला स्थित मौजा हयातपुर तह0 व जिला गुड़गांवा कायम व कादिम बराये जमाबन्दी साल 2004-05 व इन्तकाल नं0 1728, 2296, 1662, 1706, 1723, 2442, 1933, 1848, 2280, 2262, 2659 मन्जूरशुदा की हो है।

व कर्मीक दोयम खेवट/खाता नम्बर 105/121 मु0 नं0 55 किला नं0 5(8-0) मु0 नं0 56 किला नं0 1(8-0),2(8-0),9(8-0), 10/1(4-13),

10/2(3–7), 12(7–7) मु0 नं0 30 किला नं0 21(8–0),22(8–0) मु0 नं0 31 किला नं0 25/2(3–16) किता 10 रकबा 87 कनाल 3 मरला का 165/175 भाग बकदर 64 कनाल 17 मरला वाका सिहाना मौजा दयालपुर तहसील व जिला गुड़गांव,बमुजब जमाबन्दी साल 2004–05 व इन्तकाल नं0 2596 मंजूर शुदा से है।

जो कि उपरोक्त दोनों फरीकैन की अराजी तादाद हर किस्म के भार से पाक व साफ है। दोनों पक्षों को उपरोक्त अराजी का तबादला करने का एक –दूसरे को फायदा है। इसलिए आज अपनी मर्जी व खुशी से बगैर किसी दबाव के होश व हवास में होते हुए बाहजामन्दी खुद फरीक अव्वल ने अपनी उपरोक्त अराजी वाई खेवट/खाता नम्बर 233/264 मु0 नं0 29 किला नं0 3/2(4–16),4(8–0),5/1(4–0), किता 3 रकबा 16 कनाल 16 मरला का 252/538 भाग बकदर 7 कनाल 10 मरला (मिकदार प्रथम) व खेवट/खाता नम्बर 280/314 मु0 नं0 19 किला नं0 13/1(8–16) किता 1 रकबा 8 कनाल 16 मरला का 1/9 भाग बकदर 1 कनाल 0 मरला (मिकदार द्वितीय) व खेवट/खाता नम्बर 86/100 मु0 नं0 27 किला नं0 21(7–7) किता 1 रकबा 7 कनाल 7 मरला सालम (मिकदार तृतीय) व खेवट/खाता नम्बर 280/314 मु0 नं0 19 किला नं0 13/1(8–16) किता 1 रकबा 8 कनाल 16 मरला का 8/9 भाग बकदर 7 कनाल 16 मरला (मिकदार चतुर्थ) व खेवट/खाता नम्बर 233/264 मु0 नं0 29 किला नं0 3/2(4–16), 4(8–0),5/1(4–0), किता 3 रकबा 16 कनाल 16 मरला का 126/338 भाग बकदर 3 कनाल 19 मरला (मिकदार पंचम) व खेवट/खाता नम्बर 233/264 मु0 नं0 29 किला नं0 3/2(4–16),4(8–0),5/1(4–0), किता 3 रकबा 16

कनाल 18 मरला का 160/638 भाग बकदर 5 कनाल 1 मरला (मिकर पंचम) व खेवट/खाता नम्बर 222/273 मु0 नं0 29 किला नं0 8(7-11) किला 1 रकबा 7 कनाल 11 मरला कामल (मिकर सप्तम) व खेवट/खाता नम्बर 226/276 मु0 नं0 29 किला नं0 13(8-0),18(8-0) किला 2 रकबा 16 कनाल 0 मरला का 900/1021 भाग बकदर 14 कनाल 2 मरला (मिकर अष्टम) व खेवट/खाता नम्बर 226/276 मु0 नं0 29 किला नं0 13(8-0),18(8-0) किला 2 रकबा 16 कनाल 0 मरला का 121/1021 भाग बकदर 1 कनाल 18 मरला (मिकर नवम) व खेवट/खाता नम्बर 232/237 मु0 नं0 93 किला नं0 9(8-0)किला 1 रकबा 8 कनाल 0 मरला कामल (मिकर दशम) इस प्रकार से खेवटी का कुल रकबा 84 कनाल 12 मरला वाका मौजा सिवाना गांव हयातपुर तहसील व जिला गुडगावा फरीक दोयम को दे दी है। और इसी प्रकार फरीक दोयम ने भी अपनी उपरोक्त अराजी जराई खेवट/खाता नम्बर 105/121 मु0 नं0 88 किला नं0 8(8-0) मु0 नं0 98 किला नं0 1(8-0),2(8-0),9(8-0), 10/1(4-13), 10/2(3-7), 12(7-7) मु0 नं0 30किला नं0 21(8-0), 22(8-0) मु0 नं0 31 किला नं0 25/2(3-18) किला 10 रकबा 67 कनाल 3 मरला का 169/178 भाग बकदर 64 कनाल 17 मरला वाका सिवाना मौजा हयातपुर तहसील व जिला गुडगांवा, फरीक अव्वल को उनके उपरोक्त हिस्से अनुसार दे दी है। दोनों पक्षों ने अपनी अपनी अराजी के कब्जे एक -दूसरे को दे दिये है। और दोनों पक्षों ने उपरोक्त अराजी पर अपने -अपने कब्जे कर लिये है और मौके अनुसार अपनी-अपनी अराजी के मालिक व काबिज हो गये है व फरीक दोयम अब फरीक अव्वल द्वारा तब्दील की गई उपरोक्त अराजी के मालिकान व काबिजान हो गये है। दोनों पक्षों की उपरोक्त अराजी की बाजारी कीमत एक

समान है। रकबा का आपसी लेन देन ना किया गया है। यदि उपरोक्त तबादला अराजी की बाबत मलकियत के सवाल पर या कुल्ल ज़रूरी पर झगड़ा एक–दूसरे से निकल गया तो हम दोनों पक्ष ज़िम्मेवार रहेंगे। यह कि दोनों पक्ष बमुताबिक तबादला कागजात माल में दाखिल खारिज दर्ज व मंजूर कराने के पाबन्द रहेंगे। दोनों पक्ष तबादलेनामे की शर्तों के पाबन्द रहेंगे। अतः यह तबादलानामा लिख दिया है व पढ़कर सुन लिया ताकि सनद रहे और समय पर काम आवे। तारीख तहरीर :

B L ARORA
Advocate

तबादलाकर्तागण

फरीक अव्वल

मैसर्स ओमनकार लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स इन्टोल प्रोपर्टीज प्रा० लि०
व मैसर्स एकमी बिल्डवैल प्रा० लि०
व मैसर्स ओरिस लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स फोरचून लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स एलिगेन्ट लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स नवीन लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स हेजी लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स नैपच्यून लैण्ड एण्ड हाउसिंग प्रा० लि०
व मैसर्स ओरिस इन्फ्रास्ट्रक्चर प्रा० लि०
बजरिये अधिकृत प्रतिनिधि श्री विनोद सिंह

फरीक दोयम

मैसर्स रामप्रस्था सारे लैण्ड होल्डिंग कम्पनी प्रा० लि०
बजरिये अधिकृत कम्पनी प्रतिनिधि
श्री जोगिन्द सिंह

गवाह 1
B L ARORA
Advocate
Distt. Courts, GURGAON

गवाह 2
[illegible]

(13)

STATE BANK OF INDIA

Sl. No. 592869

GSR / 001

RECEIPT

STATE BANK OF INDIA

______ Branch ______ Code No. ______

Received a sum of Rs. 1,91,319/-

(Rupees One lac Ninety one Thousand Three Hundred Nineteen only ———)

from M/s Rampanotha Sara Land Holding Company Private Five (P) Ltd.

residing at New Delhi for credit to Government of Haryana account towards Stamp Duty.

Date: [illegible]

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE 2013

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	1 Kanal 17 Marla
Wazirpur	2 Kanal 13 Marla
Value	Rs. 30,21,000/-
Stamp Duty	Rs. 1,91,319/-
Stamp No. & Dated	592805/March 25, 2013
Issued By	State Bank of India

Deficiency Rs. 7504/-

By Challan 53

Bank of STATE BANK

Joint Sub-Registrar Gurgaon

लेख न. 2045 दिनांक 14/05/2013

डीड संबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुड़गांव

गांव/शहर [illegible]

धन संबंधी विवरण

राशि जिस पर स्टाम्प शुल्क लगाया गया [illegible] रुपये | स्टाम्प शुल्क की राशि [illegible] रुपये

रजिस्ट्रेशन फीस की राशि [illegible] रुपये | पेस्टिंग शुल्क 2.00 रुपये

[illegible] 54 राशि [illegible] रुपये दिनांक 14/05/2013

Drafted By: [illegible] Adv | Service Charge: [illegible] रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन [illegible] समय [illegible] बजे श्री/श्रीमती/कुमारी [illegible] Vihar [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

श्री [illegible]

उपरोक्त लेखकर्ता व श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] उपस्थित है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर [illegible] स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 14/05/2013

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

This Exchange Deed (**Deed**) is executed at Gurgaon on this 15th day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **S.A. TOWNSHIPS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**S.A. Townships**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, S.A. Townships and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.231 acres (1 Kanal 17 Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted SA Townships, inter alia, the license bearing no. 58 of 2011 to use the land admeasuring 7.043 acres situated in village Wazirpur and village Mewka, Haryana to develop a group housing colony dated 21 July 2011 (**License**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.043 acres of land in respect of which the DTCP has granted the license, SA Townships, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 0.318 acres (2 kanal 11marla) situated in village Wazirpur more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and S.A. Townships have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V wishes to exchange the Land A for the Land B, and S.A. Townships wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate bearing Memo No. LC-1575-B-II (NA)-2013/16804 dated 17/04/2013 (**NOC**) to S.A. Townships in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.

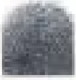
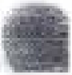
Reg. No.	Reg. Year	Book No.
3569	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta		[signature]
द्वितीय पक्ष	Tico-[illegible] Pvt.		[signature]
गवाह	[illegible]		[signature]
गवाह	Praveen		Praveen Kumar

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary V and S.A. Townships, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary V hereby transfers the Land A to S.A. Townships, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. S.A. Townships, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

S.A. Townships and Subsidiary V confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) It/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary V and S.A. Townships, hereby represents and warrants that:

(a) It/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

Reg. No.	Reg. Year	Book No.
1,949	2013-2014	1

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,949 आज दिनांक 14/05/2013 को बही नं. 1 जिल्द नं. 15,034 के पृष्ठ नं. 187 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,904 के पृष्ठ संख्या 31 से 32 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 14/05/2013

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary Y or S.A. Townships has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary Y or S.A. Townships, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which S.A. Townships will, or the Land B which the Subsidiary Y will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by S.A. Townships or the Subsidiary Y, as the case may be;

(g) to the best of the knowledge of Subsidiary Y or S.A. Townships, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the execution of this Deed.

5. GOVERNING LAW

This Deed shall be governed by and be construed in accordance with the laws of India.

6. JURISDICTION

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. COSTS

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. SPECIFIC PERFORMANCE

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. AMENDMENTS

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Name of Party and signatory	Signature
SAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: Ravi Gupta	[signature]
S.A. TOWNSHIPS PRIVATE LIMITED Authorised Signatory Name: [illegible] Yadav	[signature]
SAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg	[signature]
Witnesses: 1. Name: [illegible] Address: [illegible]	[signature]
2. Name: [illegible] Kumar Address: [illegible]	[signature]

Schedule A

Description of Land A

Land situated in village Harripur, Gurgaon, Haryana

M/s [illegible] Land Holding [illegible] Pvt. Ltd

Khewat/Khatta No 49/57, Rect No- 60, Killa No 19/1/2 (1-17) Kita-1 Area 1 Kanal 17 Marla [illegible] Vide situated in Village [illegible] Tehsil and District Gurgaon vide Jamabandi year 2004-05 and mutation No. 2598.
Total Area 1 Kanal 17 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon, Haryana

M/s S.A Townships Pvt. Ltd.

Khewat / Khata No- 108/229 Rect No- 31 Killa No- 18 (8-0), Illa -1 Area 8 Kanal 0 Marla Share is to the 1/3 which become 2 Kanal 13 Marla in situated village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year- 2001-02 and Mutation No.3413.

STATE BANK OF INDIA

Sl. No. 592883

RECEIPT

[illegible]

STATE BANK OF INDIA

_______________ Branch _______________ Code No. _______________

Received a sum of Rs. 1468500/-
(Rupees Fourteen Lac Sixty Eight Thousand Five Hundred only)
from M/s Ramprastha [illegible] Realty Pvt Ltd
[illegible] n/a
[illegible] for credit to Government of Haryana
account towards Stamp Duty

Date: [illegible]

Place: GURGAON

(Signature of Authorised Officer)

SALE DEED

Village	:	Village [illegible]
Tehsil & District	:	Gurgaon
Area	:	21 Kanal 7 Marla
Value	:	Rs. 1,86,81,250/-
Stamp Duty ([illegible])	:	Rs. 14,68,500
Stamp No. & Dated		592883 / March 28, 2013
Issued By	:	State Bank of India

Deficiency [illegible]
by Challan 40 [illegible]
Book [illegible]

प्रलेख सं. 3971 दिनांक 14/02/2013

प्रलेख संबंधी विवरण		
प्रलेख का नाम [illegible]		
[illegible]	[illegible]	[illegible]
पक्षों का विवरण		
भूमि का विवरण		
[illegible]	3 Acre 1 Kanal 7 Marla	
[illegible] विवरण		
राशि 20,050,625.00 रुपये	[illegible] 1,501,275.00 रुपये	
[illegible] 1,008,500.00 रुपये	[illegible] 15,000.00 रुपये	[illegible] 2.00 रुपये
[illegible] 40	राशि [illegible] रुपये	दिनांक 14/02/2013

Drafted By: M.S. Chauhan Adv Service Charge 500.00 रुपये

[illegible] 14/02/2013 [illegible] 12:41:00PM [illegible] Kamdhenu [illegible] Dev. Pvt. Ltd. [illegible] Colony [illegible]

[illegible]

[illegible]

[illegible] Kamdhenu [illegible] Dev. Pvt. Ltd. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

दिनांक 14/02/2013

[illegible]

[illegible]

This Deed of Sale (**Deed**) is executed at Gurgaon, Haryana on this day of 15 [illegible], 2013 (**Effective Date**), by and between:

(1) **KAMLAVALLABH DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at [illegible], Kailash Colony, New Delhi (hereinafter referred to as the "**Vendor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

(2) **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company/Vendee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(The Vendor and the Company/Vendee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS

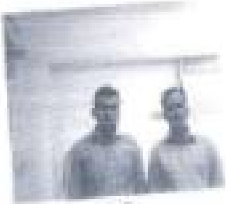
A. The Vendor represents and warrants that they are the legal owners and hold an area of land admeasuring 2.37 acres as per details provided in **Schedule I** situated in Village Wazirpur and Village [illegible], Tehsil and District Gurgaon ("**Said Land**") in respect of which licenses have been obtained for use of Said Land together with other land parcels for development of a group housing colony from the Director, Town and Country Planning, Haryana ("**DTCP**") through form LC-V issued on [illegible] by way of license No. 44 of 2009 and form LC-V issued on 21.07.2011 by way of license No. 68 of 2011 annexed as **Schedule II** (collectively referred to as "**License**").

B. The Vendor has entered into a development rights agreement dated [illegible] October 2007 ("**DRA**") with A.S. Infradevelopers Private Limited, a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, [illegible] Private Limited, a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, Ramprastha Buildwell Private Limited, a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, Ramprastha Housing Private Limited, a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, Ramprastha Greens Private Limited, a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, Ramprastha Infratech Private Limited a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, Ramprastha Infrastructure Private Limited a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, S.A. Townships Private Limited, a company incorporated under the provisions of the Companies Act having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi, Sh. [illegible] Yadav and Sh. Arun Walia and Ramprastha SARE Realty Private Limited pursuant to which the Vendor has granted exclusive development rights, entitlements and interest in land admeasuring 2.87 acres situated at village Wazirpur and Village

Reg. No.	Reg. Year	Book No.
[illegible]	[illegible]	1

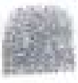
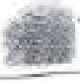
[illegible]

[illegible]



[illegible]

[illegible]

[illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	 Paveen kumar

Manesar, Gurgaon, Haryana to Company. The Said Land forms a part of such land in respect of which development rights have been granted under the DRA. Further to the terms of the DRA and the understanding of the Parties, an obligation is placed on the Vendor to sell and convey the Said Land to the Company.

C. Further in terms of DRA and the understanding of the parties, an obligation was placed on the Vendor to sell and convey the Said Land to the Company in consideration of the consideration paid to the Vendor under the DRA.

D. The Vendor has title, rights and authorities to sell their respective holdings in the Said Land in any manner whatsoever.

E. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate bearing Memo No. [illegible] dated [illegible] and Memo No. [illegible] dated [illegible] to Vendor in respect of the sale of Said Land between Vendor and Company (NOC).

F. The Parties now wish to record the terms and conditions of the sale, transfer and conveyance of the Said Land by Vendor in favour of Company, and have accordingly entered into this Deed.

IN CONSIDERATION OF THE REPRESENTATIONS, PROMISES AND MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THIS DEED WITNESSETH AS FOLLOWS:

1. **CONVEYANCE**

1.1. The Vendor hereby grants, conveys and transfers by way of sale in favour of the Company, the Said Land and every part thereof together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, appurtenances or any other things belonging to or appurtenant to the Said Land to hold, possess and enjoy forever, free from all encumbrances, subject to the terms of this deed and any other statutory charges.

1.2. In consideration of the sale and conveyance of the Said Land by Vendor to, and in favour of Company, the Company has paid an amount of Rs. 1,80,03,250/- (**Consideration**) as the full and final consideration for such sale and conveyance and said Consideration has been duly received by the Vendor under the DRA.

2. **REGISTRATION, APPROVALS AND CONSENTS**

The Company hereby declares, covenants and agrees that it will solely be liable and responsible to obtain and maintain any and all necessary and incidental consents, permissions, clearances, approvals and licenses as may be required or deemed necessary to acquire the Said Land (**Consents**) from the Vendor. The Company will at its own cost and expense take all such steps and actions as may be necessary to obtain all Consents from any person/authority appointed by the Government of Haryana in this behalf.

3. **[INTENTIONALLY NOT USED]**

Reg. No.	Reg. Year	Book No.
3,971	2013-2014	1

प्रमाण पत्र

प्रमाणित किया जाता है कि यह लेख क्रमांक 3,971 आज दिनांक 16/03/2013 को बही न: 1 जिल्द न: 11,030 के पृष्ठ न: [illegible] पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न: 2,900 के पृष्ठ संख्या [illegible] पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 16/03/2013

उप/संयुक्त पंजीयन अधिकारी
[illegible]

4. **POSSESSION AND OTHER RIGHTS**

4.1. Vendor hereby acknowledges that vacant, peaceful, unencumbered and lawful possession of the Said Land including appurtenants thereto has been handed over to Company at the time of execution of the DPA.

4.2. Vendor further acknowledges and accepts that Company pursuant to DPA was granted full rights to enjoy vacant and peaceful possession of the Said Land and had all and any rights including right to cause construction and development and right to lease, assign, alienate, transfer, deal with, dispose off or agree to sell the Said Land and/or parts thereof including the building(s) and structures to be constructed thereof and thereon without any demur or objection from Vendor and such rights may be exercised by Company in any manner deemed fit by Company.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

5.1. Vendor hereby represents and warrants that:

(a) the Said Land is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(b) No other persons have any right, title, interest or claim against the Said Land save and except rights created in favour of the flat buyer under respective flat buyer agreements by the Company;

(c) there are no pending condemnations or similar proceedings affecting the Said Land or any portion thereof, nor has the Vendor received any notice of any such proceedings;

(d) there is no litigation, claim, audit, action or proceeding pending or threatened for which a notice has been received by the Vendor before or by any court, public board or body or governmental or administrative agency or instrumentality in respect of the Said Land;

(e) the Vendor has not generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Said Land other than in compliance with applicable environmental laws and no hazardous materials are currently, or have ever been, located at, on, in, under or about the Said Land;

(f) All of the representations and warranties contained in this Clause 5.1 shall be valid and true from the Effective Date.

5.2. Company hereby represents and warrants that:

(a) it has the absolute power and authority to execute this Deed and to carry out our obligations/undertakings contained in this Deed;

(k) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it is a party and would not be against any court order, judgment or decree applicable to it; and

(l) all of the representations and warranties contained in this Clause 5.2 shall be valid and true from the Effective Date.

6. **SPECIFIC PERFORMANCE**

The Parties agree that, to the extent permitted by applicable law, the rights and obligations of Vendor under this Deed shall be subject to the right of specific performance and may be specifically enforced against Vendor by Company.

7. **INDEMNITY**

The Vendor hereby undertakes and agrees to indemnify and keep indemnified the Company, its directors, shareholders, officers, employees and agents harmless from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, obligations, charges, costs and expenses, including, without limitation, reasonable attorneys' fees and costs arising due to (i) representation and warranties made by the Vendor in this Sale Deed being untrue and/or (ii) any flaw, defect or deficiency in the title of the Vendor in the Said Land and/or (iii) in respect of liabilities arising in respect of the Said Land for a period up to the date of execution of this Deed under the Income Tax Act, 1961 or under any other law for the time being in force.

8. **MISCELLANEOUS**

Each party will bear its own costs and expenses incidental to the preparation of this Deed.

9. **GOVERNING LAW**

This Deed will be governed by the laws of India. The courts in Haryana will have the exclusive jurisdiction to deal with all matters and/or disputes concerning this Deed.

10. **AMENDMENTS**

No modification, alteration or amendment of Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

For and on behalf of [illegible] Private Limited Signature: Name: Amit Yadav Designation: Authorised Signatory	For and on behalf of [illegible] Realty Private Limited Signature: Name: [illegible] Designation: [illegible]
WITNESSES:	
1. Signature: Name: SATYAVAN Date: [illegible] Address: V.P.O. [illegible] [illegible] JHAJJAR	2. [illegible] Kumar Signature: Name: [illegible] Kumar Date: [illegible] Address: [illegible] Panipat

Drafted By: [illegible] Advocate [illegible]

Schedule I

1. Khewat/Khata No. 141/202 Rect. No. 91, Killa No. 4 (8-0), 7 (8-0) Kita 2 area 16 Kanal 0 Marla Salam, Jamabandi year 2001-02 and mutation no. 2295 village Raaipur.

2. Khewat/Khata No. 168/2 Rect. No. 80, Killa No. 13 (8-0) Kita 1, total area 8 Kanal 0 Marla 5/3 share 5 Kanal 7 Marla Jamabandi year 2002-2003 and mutation no. 2275, Village [illegible] [illegible]

Total area in both the villages is 21 Kanal 7 Marla.

13

3952

STATE BANK OF INDIA

Sl. No. 532871

GSRN 001

RECEIPT

Sector 14 Road, Gurgaon (01740)

STATE BANK OF INDIA

________________ Branch ________________ Code No. ________________

Received a sum of Rs 1402500/-

(Rupees Fourteen Lac Two Thousand Five Hundred only)

from Sh./Smt./M/s Rampanthic Farm Land Holding Company Five (P) Ltd

residing at New Delhi STATE BANK OF INDIA for credit to Government of Haryana account towards Stamp Duty

Date: 29 MAR 2012

Place: GURGAON

(Signatures of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	18 Kanal 18 Marla
Wazirpur	18 Kanal 18 Marla
Value	Rs. 2,80,50,000/-
Stamp Duty	Rs. 14,02,500/-
Stamp No. & Date	532871, March 29, 2012
Issued by	State Bank of India

Deficiency Rs. 9929/-

By Cash

Bank ... 518854.2

Joint Sub Registrar Gurgaon

वसीका नं. 3952 दिनांक 14/05/2013

डीड सबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुड़गांव

गांव/शहर [illegible]

धन सबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 28,425,000.00 रुपये | स्टाम्प ड्यूटी की राशि 1,421,300.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये | पेस्टिंग शुल्क 2.00 रुपये

ई-स्टाम्प नं. 22 राशि 10000 रुपये दिनांक 14/05/2013

Drafted By: H.K. Chauhan Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन [illegible] समय 11:56:35AM बजे श्री/श्रीमती/कुमारी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

[illegible] Company Pvt LTA thru [illegible] (OTHER)

उपरोक्त [illegible] श्री/श्रीमती/कुमारी [illegible] [illegible] श्री/श्रीमती/कुमारी [illegible] श्री/श्रीमती/कुमारी [illegible] [illegible] है।

दिनांक 14/05/2013

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

This Exchange Deed (**Deed**) is made at Gurgaon on this 13[illegible] day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **RAMPRASTHA INFRATECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Infratech**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, Ramprastha Infratech and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 2.35 acres (18 kanal 16 marla) situated in [illegible], Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Infratech, inter alia, the licence (bearing no. 38 of 2011) to use the land admeasuring 7.042 acres situated in village Wazirpur and village Mewka, Haryana to develop a group housing colony dated 21 July, 2011 (**Licence**) under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.042 acres of land in respect of which the DTCP has granted the Licence, Ramprastha Infratech, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 2.303 acres (18 kanal [illegible] marla) situated in village Wazirpur more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and Ramprastha Infratech have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V wish to exchange the Land A for the Land B, and Ramprastha Infratech wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 3A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. [illegible] dated [illegible]) (**NOC**) to

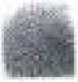
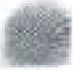
Reg. No.	Reg. Year	Book No.
[illegible]	[illegible]	1

[illegible]

[illegible]

[illegible]

नं. (नम्बरदार) पहचान करने वाला

[illegible]	Rahul Dogra	
[illegible]	Tirat Amit Yadav	
[illegible]	Sajiwan	
[illegible]	Parveen	

Ramprastha Infratech in respect of the transfer of Land B to Subsidiary Y, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary Y and Ramprastha Infratech, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary Y hereby transfer the Land A to Ramprastha Infratech, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Infratech, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary Y and Ramprastha Infratech confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary Y and Ramprastha Infratech hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (**Land**, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

Reg. No.	Reg. Year	Book No.
3,952	2013-2014	1

<u>प्रमाण-पत्र</u>

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,952 आज दिनांक 14/05/2013 को बही नं. 1 जिल्द नं. 11,839 के पृष्ठ नं. 2 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,803 के पृष्ठ संख्या 3 से 4 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
[illegible]

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary V or Ramprastha Infratech has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary V or Ramprastha Infratech, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Infratech will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Infratech or the Subsidiary V, as the case may be;

(g) to the best of the knowledge of Subsidiary V or Ramprastha Infratech, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws, and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorise the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. COSTS

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. SPECIFIC PERFORMANCE

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. AMENDMENTS

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted By

Name of Party and Signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY XIV PRIVATE LIMITED Authorised Signatory Name: [illegible]	
RAMPRASTHA INFRATECH PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: VINAY GARG	
Witnesses: 1. Name: SATYAWAN Address: VPO BADLI DISTT JHAJJAR	
2. Name: Praveen Kumar Address: Krishan Nagar Badli	

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Five Pvt. Ltd.

Khewat/Khatta No 267/322, Rect No- 61, Kila No 1/1/2/2 (0-1), 1/2/2 (2-4), 10/1 (0-1), Kita 3 Area 0 Kanal 6 Marla share is to the 1/6 which become 0 Kanal 1 Marla & Khewat/ Khata No- 352/415, Rect No 14, Kila No- 6/2/1 (0-3), 5/1/2 (2-6), Kita – 2 Area 2 Kanal 13 Marla share is to the 1/2 which become 1 Kanal 5 Marla & Khewat/ Khata No- 267/431, Rect No 15, Kila No- 10 (8-0), 11/2 (7-11), 20/1 (4-4) Kita 3 Area 19 Kanal 15 Marla share is to the 1/12 which become 1 Kanal 13 Marla & Khewat/ Khata No- 182/213, Rect No- 28, Kila No- 1 (8-0), 9/2 (4-4), 10 (7-11), 11 (8-0), 12 (7-12), 13 (8-0), 19 (7-12), 20 (8-0), 21 (7-7), 22 (8-19), 23 (0-5), Rect No- 29, Kila No- 25/2 (4-15), Rect No- 34, Kila No- 12/2 (1-0), Kita 13 Area 81 Kanal 5 Marla share is to the 80/1625 which become 4 Kanal 0 Marla & Khewat/ Khata No- 233/[illegible] Rect No- 28, Kila No. 17/2 (4-0), 24/1 (3-15) Kita 2 area 7 Kanal 15 Marla share is to the 78/153 which become 3 Kanal 18 Marla and Khewat/ Khata No- 263/[illegible] Rect. No. 61 Kila No. 2 (7-12), 3 (8-0) Kita 2 Area 15 Kanal 12 Marla share is to the 159/312 which become 7 Kanal 19 Marla situated in village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2008-09 and Mutation Nos. 2316, 2398, 2779, 2918, 2222, 2245.

Total Area 19 Kanal 16 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon Haryana

M/s Ramprastha Infratech Pvt. Ltd.

Khewat/ Khata No- 159/200, Rect No- 91, Kila No- 13 (8-0), 14(8-0), 13/3 (1-10), 12/2 (0-0), 12/1 (1-8), 19 (8-0), 20(0-14), 22/1 (2-8), 3/3min (0-5), 8/1 (0-12), 9/2(0-0) Kita- 11 Area 42 Kanal 13 Marla share is to the 300/801 which become 18 Kanal 10 Marla situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No.- 2299, 2102 & 2346.

Total Area 18 Kanal 10 Marla

Sl. No. 592870

GSR / 001

STATE BANK OF INDIA

RECEIPT

[illegible] Road, Gurgaon [illegible]

STATE BANK OF INDIA

Branch ________ Code No. ________

Received a sum of Rs. 127569/-

(Rupees One lac Twenty Seven Thousand Five Hundred Sixty Nine only) only)

[illegible] Ramprastha Sare Land Holding Company [illegible] (P) Ltd.)

residing at New Delhi for credit to Government of Haryana account towards Stamp Duty

Date: [illegible]

Place: GURGAON

(Signatures of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur, Wazirpur and Mewka
Tehsil & District	Gurgaon
Hayatpur	1 Kanal 5 Marla
Wazirpur	1 Kanal 1 Marla
Mewka	1 Kanal 10 Marla
Value	Rs. 27,75,000 /-
Stamp Duty	Rs. 1,27,569/-
Stamp No. & Dated	592870 March 29, 2013
Issued By	State Bank of India

Delivery No. [illegible]

By Challan No. [illegible]

Bank [illegible]

लेख नं. 2974 दिनांक 14/05/2013

डीड सबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुडगाँव
गांव/शहर	[illegible]

धन सबंधी विवरण	
राशि जिस पर स्टाम्प शुल्क लगाया 2,73,[illegible] रुपये	स्टाम्प शुल्क की राशि 13,[illegible] रुपये
रजिस्ट्रेशन फीस की राशि 13,[illegible] रुपये	पेस्टिंग शुल्क 2.00 रुपये
ई-स्टाम्प नं. [illegible] राशि [illegible] रुपये	दिनांक 14/05/2013

Drafted By: Mahesh K. Chauhan, Adv. Service Charge: [illegible] रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन [illegible] समय 12:54:00PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible], New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुंक्त पंजीयन अधिकारी
गुडगाँव

श्री [illegible] (OTHER)

उपरोक्त [illegible] श्री/श्रीमती/कुमारी [illegible] हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षो की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की।
साक्षी नं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 14/05/2013

उप/सयुंक्त पंजीयन अधिकारी
गुडगाँव

This Exchange Deed (**Deed**) is executed at Gurgaon on this 15th day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **S.A. INFRACON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "SA Infracon"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, SA Infracon and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.115 acres (1 Kanal 5 Marla) situated in Hyatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted SA Infracon, inter alia, the licence (bearing no. 48 of 2011) to use the land admeasuring 7.043 acres situated in village Wazirpur and village Mewka, Haryana to develop a group housing colony dated 29 July 2011 (**Licence**) under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.043 acres of land in respect of which the DTCP has granted the Licence, SA Infracon, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 0.232 acres (1 Kanal 17 marla) i.e., 0.131 acres being 1 Kanal 1 Marla situated in village Wazirpur and 0.1 acre being 0 Kanal 16 Marla in village Mewka) situated in village Wazirpur and village Mewka more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II and SA Infracon have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II wishes to exchange the Land A for the Land B, and SA Infracon wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. LC-1026-B—JE (VA)-2013/10484 dated 17/04/2013) (**NOC**) to

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	thru : Amit Yadav	
गवाह	Satyam	
गवाह	Parveen	

SA Infracon in respect of the transfer of Land B to Subsidiary II, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and SA Infracon, respectively under this Deed.

OPERATIVE TERMS

1. TRANSFER AND EXCHANGE

1.1. Subject to Clause 2, Subsidiary II hereby transfers the Land A to SA Infracon, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. SA Infracon, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. NO OBJECTION CERTIFICATE

Subsidiary II and SA Infracon confirm that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. [INTENTIONALLY NOT USED]

4. REPRESENTATIONS AND WARRANTIES

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary II and SA Infracon hereby represents and warrants that:

Reg. No.	Reg. Year	Book No.
1,376	2013-2014	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,376 आज दिनांक 14/05/2013 को बही नं 1 जिल्द नं 13,028 के पृष्ठ नं. [illegible] पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2,063 के पृष्ठ संख्या [illegible] पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

(a) S/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purpose of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, liens, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary B or SA Infracon has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary B or SA Infracon, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which SA Infracon will, or the Land B which the Subsidiary B will, acquire under this Deed including any power of attorney in respect of the Demised Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by SA Infracon or the Subsidiary B, as the case may be;

(g) to the best of the knowledge of Subsidiary B or SA Infracon, as the case may be, (i) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (ii) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/her; and

(j) S/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of this Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Attested By: [illegible]
Advocate
Dist. Courts, [illegible]

Name of Party and signatory	Signature
SAMPRASTHA SARE LANDBUILDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul [illegible]	
S.A. INFRACON PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	
SAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg.	
Witnesses: 1. Name: Satyawan Address: V/P Badli Distt Jhajjar	Satyawan
2. Name: Praveen Kumar Address: Krishan Nagar Rohtak	Praveen Kumar

Schedule A

Description of Land A

Land situated in village Hyatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat/ Khata No- 72/84, Rect No- 67, Killa No- 24/2 (1-5), Kita- 1 Area 1 Kanal 5 Marla Sarsam situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2008-09 and Mutation Nos - 2350,2918.

Description of Land 8

Land situated in village Wazirpur and village Mewka, Gurgaon Haryana

M/s S.A. Infracon Pvt. Ltd.

Khewat/ Khata No. 139/200, Rect No. – 91, Killa No. 3/2min south (1-5), 8/1 (0-12), 9/2 (0-5), 13 (8-0), 14 (8-0), 17/2 (3-18), 12/2 (8-0), 18/1 (1-8), 19 (8-0), 20 (3-14), 21/1 (1-5), Kita- 11 Area 43 kanal 13 Marla share is to the 22/861 which become 1 Kanal 1 Marla situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation Nos. 2409.

Khewat/ Khata No. 186/190, Rect No. 8 Killa No. 3/7 (5-12), Kita-1 Area 5 kanal 12 Marla Share is to the 1/7 which become 0 Kanal 16 Marla situated in Village Mewka Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation Nos. 1431,1434.

Total Area 1 Kanal 17 Marla

3995

STATE BANK OF INDIA

Sl. No. 592868

GSR / 381

RECEIPT

[illegible]

STATE BANK OF INDIA

______________ Branch ______________ Code No. ______________

Received a sum of Rs. 5,50,000/-

(Rupees Five Lac Fifty Thousand only ______________) only

from Shri/Smt. Rampraastha [illegible] Land Holding Company [illegible] Five (P) Ltd.

residing at [illegible] for credit to Government of Haryana account towards Stamp Duty.

Date [illegible]

Place GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Haydarpur and Wazirpur
Tehsil & District	Gurgaon
Haydarpur	2 Kanal 18.3 Marla
Wazirpur	7 Kanal 18 Marla
Value	Rs. 42,37,500/-
Stamp Duty	Rs. 5,50,000/-
Stamp No. & Dated	592868/March 29, 2018
Issued By	State Bank of India

प्रलेख न: 3965 दिनांक 14/03/2013

डीड सबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुड़गांव

गांव/शहर [illegible]

धन सबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 4,221,500.00 रुपये

स्टाम्प ड्यूटी की राशि [illegible] रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

Service Charge 200.00 रुपये

Drafted By: [illegible] Adv

यह प्रलेख आज दिनांक 14/03/2013 दिन [illegible] समय 2:13:00PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

[illegible] Company Pvt LTD [illegible]

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Anu Walia [illegible] प्रलेख के तथ्यों को समझ लिया है [illegible] तथा [illegible] श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] [illegible] गवाह नं. 1 को जानते हैं तथा वह गवाह नं. 2 की पहचान करता है।

दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

This Exchange Deed (**Deed**) is executed at Gurgaon on this 14th day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. Mr. **ARUN WALIA**, son of Mr. Harbhagwan Singh, residing at 1571, Sector 34-D, Chandigarh, (hereinafter referred to as "**Mr. Walia**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his successors, legal representatives and permitted assigns; and

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, Mr. Walia and Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.357 acres (2 Kanal 16.5 Marla) situated in Wazirpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Mr. Walia, inter alia, the licence (bearing no. 58 of 2011) to use the land admeasuring 7.068 acres situated in village Wazirpur and village [illegible], Haryana to develop a group housing colony dated 11 July, 2011 (**Licence**) under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.068 acres of land in respect of which the DTCP has granted the Licence, Mr. Walia is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 0.340 acres (2 Kanal 14 Marla) situated in village Wazirpur more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and Mr. Walia have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V wishes to exchange the Land A for the Land B, and Mr. Walia wishes to exchange the **Land B** for the **Land A** together with all associated rights to avail in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate bearing Memo No. LC-1935-B—JE (VA)-2013/10804 dated 17/04/2013 (**NOC**) to Mr. [illegible] Ramprastha [illegible] in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.

Reg. No.	Reg. Year	Book No.
1,995	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	Arun Walia	
गवाह	Sajjan	
गवाह	Pawan	

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary V and Mr. Walia, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary V hereby transfers the Land A to Mr. Walia, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Mr. Walia, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary V and Mr. Walia confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary V and Mr. Walia hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

Reg. No.	Reg. Year	Book No.
3,995	2016-2017	1

पृष्ठांकन-पत्र

प्रमाणित किया जाता है कि यह लेखपत्र क्रमांक 3,995 आज दिनांक 14/03/2017 को बही नं. 1 जिल्द नं. 11,038 के पृष्ठ नं. 183 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 3,564 के पृष्ठ संख्या 19 से 22 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 14/03/2017

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary V or Mr. Wala has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary V or Mr. Wala, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Mr. Wala will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Mr. Wala or the Subsidiary V, as the case may be;

(g) to the best of the knowledge of Subsidiary V or Mr. Wala, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorise the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Name of Party and Signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	[signature]
MR. ARUN WALIA Name:	[signature]
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg	[signature]
Witnesses: 1. Name: Satyawan Address: VPO Badli Distt Jhajjar	[signature]
2. Name: Praveen Kumar Address: Krishan Nagar Panipat	[signature]

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s [illegible] Landholding Company Five Pvt. Ltd.

Khewat/ Khata No- 177/402, Rect No- 16, Killa No: 5/2/2 (0-10), 14/1 (3-12), 15/2 (0-7), Kita 3 Area 5 Kanal 9 Marla Share is to the 1/2 which become 2 Kanal 4.5 Marla & Khewat/ Khata No- 233/286, Rect No- 17, Killa No- 25/2 (2-0), Kita - 1 Area 2 Kanal 0 Marla Share is to the 1/10 which become 0 Kanal 12 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 Mutation Nos- 2588, 1723, 2773, 2918

Total Area 2 Kanal 16.5 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon Haryana

Sh. Arun Walia s/o Sh. Har Bhagwan

Khewat/ Khata No- 179/203, Rect No- 31, Killa No- 13 (8-0), 14(8-0), 17/2(3-19), 12/2 (3-9), 12/1(4-8), 18 (8-0), 20 (3-16), 21/1 (0-8), [illegible] Kita – 11 area 42 Kanal 15 Marla share is to the 58/891 which become 2 Kanal 18 Marla Situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2011-12 and Mutation No- 2411.

Total Area 2 Kanal 10 Marla

STATE BANK OF INDIA

Sl. No. 552682

GSPC / 001

RECEIPT

National Road, Gurgaon (1920)

STATE BANK OF INDIA

______ Branch ______ Code No. ______

Received a sum of Rs 4392,850/-

(Rupees Forty Three Lac Ninety Two Thousand Eight Hundred Fifty only —) only

from M/s Ramprastha Sare Land Holding Company Private (P Ltd)

residing at New Delhi for credit to Government of Haryana account towards Stamp Duty

Date: [illegible]

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Hasanpur, Wazirpur and Marka
Tehsil & District	Gurgaon
Hasanpur	84 Kanal 5 Marla
Wazirpur	38 Kanal 9 Marla
Marka	25 Kanal 10 Marla
Value	Rs. 8,63,75,000/-
Stamp Duty	Rs. 43,92,850/-
Stamp No. & Dated	552682/March 25, 2013
Issued through	State Bank of India

Deficiency Rs. ______

Rs. Collected 43 10-5-13

Rem. SBI SIGN

Joint Sub-Registrar
Gurgaon

प्रलेख न: 3041 दिनांक 14/03/2013

डीड सबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुड़गांव
गांव/शहर	[illegible]

धन सबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 36,23,00,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,81,15,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
ई-स्टाम्प न. 47 [illegible] रुपये	दिनांक 14/03/2013

Drafted By: H S Chauhan Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/03/2013 दिन [illegible] समय [illegible] बजे श्री/श्रीमती/कुमारी [illegible] [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

रजिस्ट्रीकर्ता अधिकारी

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

[illegible] Pvt Ltd [illegible]

उपरोक्त [illegible] श्री/श्रीमती/कुमारी [illegible] [illegible] प्रस्तुत प्रलेख के तथ्यों को [illegible] [illegible] [illegible] श्री/श्रीमती/कुमारी [illegible] [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] [illegible] [illegible] [illegible] है।

दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

This Exchange Deed (**Deed**) is executed at Gurgaon on this [illegible] day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C 10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

2. **S.A. INFRACON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**SA Infracon**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, SA Infracon and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a whole owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 8.031 acres (64 Kanal 5 Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted SA Infracon, inter alia, the license (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres situated in village Wazirpur and village Marola, Haryana to develop a group housing colony dated 14 August, 2009 (**License**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 41.775 acres of land in respect of which the DTCP has granted the License, SA Infracon, is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 7.937 acres (63 kanal 18 marla, i.e., 38 Kanal 8 Marla situated in village Wazirpur and 25 Kanal 10 Marla in Marola) situated in village Wazirpur and village Marola more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II and SA Infracon have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II wishes to exchange the Land A for the Land B, and SA Infracon wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. [illegible]) dated 17/04/2013 (**NOC**) to SA Infracon in respect of the transfer of Land B to Subsidiary II, pursuant to which Parties are executing this Deed.

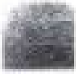
Reg. No.	Reg. Year	Book No.
5,841	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta		Rahul Gupta
द्वितीय पक्ष	Amit Yadav		Amit
गवाह	Satyawan		Satyawan
गवाह	Parveen		Parveen Kumar

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and SA Infracon, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary II hereby transfers the Land A to SA Infracon, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. SA Infracon, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary II and SA Infracon confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) S/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which S/he is a party and would not be against any court order, judgment or decree applicable to S/him.

4.2. SA Infracon and Subsidiary II hereby represent and warrants that:

(a) S/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

Reg. No.	Reg. Year	Book No.
3,941	2012-2013	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,941 आज दिनांक 14/02/2013 को बही नं. 1 जिल्द नं. 13,018 के पृष्ठ नं. [illegible] पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,504 के पृष्ठ संख्या 33 से 34 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने आपकी पहचान/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 14/02/2013

उप/संयुक्त पंजीयन अधिकारी
[illegible]

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II or SA Infracon has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II or SA Infracon, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which SA Infracon will, or the Land B which the Subsidiary II will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by SA Infracon or the Subsidiary II, as the case may be;

(g) to the best of the knowledge of Subsidiary II or SA Infracon, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts of Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted by: [illegible] Advocate, Distt. Courts, Gurgaon

Name of Party and signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	
S.A. PARAGON PRIVATE LIMITED Authorised Signatory Name: Ajit Yadav	
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg	
Witnesses: 1. Name: SATYAWAN Address: VPO BADLI DISTT JHAJJAR	Satyawan
2. Name: Praveen Kumar Address: Krishan Nagar Panipat	Praveen Kumar

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon Haryana

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat /Khata No – 233/244, Rect. No. 25, Kila No. 3/2(4-18), 4 (8-0),5/1(4-0), Kita- 3 Area 16 Kanal 18 Marla share 1/2 which become 8 Kanal 9 Marla & Khewat/Khata No. 418/492, Rect No- 25, Kila No- 11 (8-0), Rect No- 62, Kila No – 15/2 (4-4), Rect No- 63, Kila No-1 (8-0), 2 (8-0), 12/2(4-0), 13(8-0), Kita- 5 Area 40 Kanal 8 Marla Share is to the 4/25 which become 6 Kanal 10 Marla & Khewat/Khata no. 270/323, Rect No- 80, Kila No- 10 (8-0), 11(8-0), 19(8-0), Kita – 3 Area 24 Kanal 0 Marla Share is to the 13/75 which become 4 Kanal 3 Marla & Khewat/Khata no. 251/305, Rect No- 63, Kila No- 22/1 (6-6), Rect No- 66, Kila No- 2/1 (0-0), 12/2 (1-6), Kita- 3 Area 7 Kanal 16 Marla share is to the 13/96 which become 2 Kanal 10 Marla & Khewat/Khata No- 292/346, and 416/490 Rect. No. 62, Kila No. 5/2 (7-0), Rect No- 24, Kila No-15/1(7-14), Kita – 2 Area 14 Kanal 14 Marla & Khewat/Khata No – 271/330, Rect No – 62, Kila No – 6 (4-0), 16(8-0), 15(8-0), Kita – 3 Area 24 Kanal 0 Marla Share is to the 7/8 which become 21 Kanal 0 Marla & Khewat No- 276/331, Rect No- 62, Kila No- 16 (8-0), Kita- 1 Area 8 Kanal 0 Marla Share is to the 69/80 which become 6 Kanal 13 Marla Total Area 64 Kanal 5 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation No.s 2558,2762,2889.

Total area 64 Kanal 5 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur and village Maola, Gurgaon Haryana

M/s S.A. Infracon Pvt. Ltd.

Khewat/ Khata No- 150/113, Rect. No. 90, Kila No. 9/1 (5-8), 9/2 (2-12), 10 (8-0), 11 (8-0), [illegible], 13 (7-2), Kila- 6 Area 38 Kanal 8 Marla Saalam, situated in Village- Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 1203.

Total area 38 Kanal 8 Marla

Khewat/ Khata No- 153/153, Rect No. 7, Kila No- 24 (8-0), Rect No- 8, Kila No- 4 (8-0), 6/1 (3-9), 7 (7-11), Kila- 5 Area 24 Kanal 0 Marla Saalam & Khewat/ Khata No- 15/15 Rect No- 8, Kila No- 6/1 (1-10), Area 1 Kanal 10 Marla Saalam situated in Village- Maola Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation No- 1501.

Total area 25 Kanal 10 Marla

STATE BANK OF INDIA

Sl. No. 332606

GSR/001

RECEIPT

Mehrauli Road, Gurgaon (HR)

STATE BANK OF INDIA

________ Branch ________ Code No. ________

Received a sum of Rs 24,61,250/-

(Rupees Twenty Four lac Sixty one Thousand Two Hundred Fifty only ——— only)

from Ramprastha Sare Land Holding Company Private (P) Ltd.

residing at New Delhi for credit to Government of Haryana account towards Stamp Duty

Date: 28 MAR 2013

Place: GURGAON

(Signatures of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur, Wazirpur and Mevka
Tehsil & District	Gurgaon
Hayatpur	33 Kanal 14 Marla
Wazirpur	36 Kanal 6 Marla
Mevka	13 Kanal 15 Marla
Value	Rs. 3,37,20,000/-
Stamp Duty	Rs. 24,61,250/-
Stamp No. & Dated	332606/March 28, 2013
Issued By	State Bank of India

Deficient Stamp Duty paid by Challan No. 20

Bill No. 5180 5-6-2013

Joint Sub Registrar Gurgaon

लेख नं. 3953 दिनांक 14/03/2013

डीड संबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुड़गांव
गांव/शहर	[illegible]

धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 52,110,000.00 रुपये	स्टाम्प ड्यूटी की राशि 2,605,250.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
जे फार्म नं. 58 राशि 22400 रुपये	दिनांक 14/03/2013

Drafted By: M.K. Chauhan Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/03/2013 दिन बृहस्पतिवार समय 12:58:00 PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री [illegible] Real Estate Building Company Pvt Ltd [illegible]

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी [illegible] प्रतिफल प्राप्त होना स्वीकार किया। प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

This Exchange Deed (Deed) is executed at Gurgaon on this 16th day of May, 2013 (Execution Date) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **RAMPRASTHA BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Buildwell**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, Ramprastha Buildwell and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 3.96 acres (31 kanal 14 marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Buildwell, inter alia, the licence (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres, respectively, situated in village Wazirpur and village Marola, Gurgaon to develop a group housing colony each dated 14 August, 2009 (**License**) under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 41.775 acres of land in respect of which the DTCP has granted the License, Ramprastha Buildwell is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 3.00 acres (24 kanal 0 marla) situated in village Wazirpur and land admeasuring 1.475 acres (11 kanal 16 marla) situated in village Marola, aggregating to 4.475 acres (35 kanal 16 marla), more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and Ramprastha Buildwell have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V wishes to exchange the Land A for the Land B, and Ramprastha Buildwell wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. [illegible]) dated 17/04/2013 (**NOC**) to

Reg. No.	Reg. Year	Book No.
1,951	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	Thru: Aditi Yadav	
गवाह	Satveer	
गवाह	Parveen	

Ramprastha Buildwell in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary V and Ramprastha Buildwell, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary V hereby transfers the Land A to Ramprastha Buildwell, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Buildwell, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary V and Ramprastha Buildwell confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorized by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary V and Ramprastha Buildwell hereby represents and warrants that:

Reg. No.	Reg. Year	Book No.
[illegible]	2013-2014	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह लेखपत्र क्रमांक 3,553 आज दिनांक 14/05/2013 को बही नं 1 जिल्द नं [illegible] के पृष्ठ नं 4 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2,805 के पृष्ठ संख्या 3 से 8 पर चिपकाई गयी. यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं ।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (**Land**, for the purposes of this Clause 4) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary V or Ramprastha Buildwell has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary V or Ramprastha Buildwell, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Buildwell will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Buildwell or the Subsidiary V, as the case may be;

(g) to the best of the knowledge of Subsidiary V or Ramprastha Buildwell's, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the obligations of this Deed.

5. GOVERNING LAW

This Deed shall be governed by and be construed in accordance with the laws of India.

6. JURISDICTION

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. COSTS

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. SPECIFIC PERFORMANCE

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. AMENDMENTS

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

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

Name of Party and signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY INDIA PRIVATE LIMITED Authorised Signatory Name: Ravi Gupta	[signature]
RAMPRASTHA BUILDWELL PRIVATE LIMITED Authorised Signatory Name: Ravi Yadav	[signature]
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg	[signature]
Witnesses: 1. Name: Surtsingh Address: VPO Badli Distt Jhajjar	[signature]
2. Name: Praveen Kumar Address: Krishan Nagar Rohtak	Praveen Kumar

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Five Pvt. Ltd.

Khewat/ Khata No- 250/ 323, 283/324 Rect No 6, Killa No- 4 (7-7), 5 (3-7), 6/1 (5-16), 6/2 (2-4), 7 (8-0), 14(8-0), 15(8-0), 16 (8-0), 17 (8-0), 24(8-0), 25/1(4-0), 25/2 (4-0), Rect No 17, Killa no- 4/2 (3-2), 5/1 (2-12), Rect No- 19, Killa No- 5 (4-11), 10 (7-4), 11 (8-0), 12/1 (2-18), 19/2 (7-18), 20 (8-0), 21/1(3-8), 22/1/1(3-16), Kita 22 Area 126 Kanal 1 Marla Share is to the 60/2621 which become 4 Kanal 12 Marla & Khewat/ Khata No- 251/316, Rect No-66, Killa No- 4/1 (3-16), 4/2(3-15), 8/2 (8-0), 7(8-0), 14/1(4-13), Kita 5 Area 25 Kanal 4 Marla Saalam & Khewat/ Khata No- 70/81, Rect No 72, Killa No- 2/2 (2-9), 3/1/3/1 (0-9), 9/1 (2-9), Kita 3 Area 5 Kanal 7 Marla Share is to the 1/3 which become 1 Kanal 16 Marla & Khewat/ Khata No. 71/82 Rect. No. 72 Killa No- 3/1/2 (0-6) 1/5 share 3 Kanal 1 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation Nos- 2959, 2242, 2588.

Total Area 81 Kanal 14 Marla

Schedule B

Description of Land B

Land situated in Village Wazirpur and village Maska, Haryana

M/s Ramprastha Buildwell Pvt. Ltd.

Khewat/ Khata No- 155/ 219, Rect No- 01, Killa No- 15 (8-0), Kita -1 Area 8 Kanal 0 Marla Sodam Khewat/ Khata No- 156/225, Rect No 01, Killa No- 6/3 (3-12), Kita -1 Area 3 Kanal 12 Marla Sodam Khewat/ Khata No- 379/491, Rect No 01, Killa No- 5/1 (2-8), 5/2 (5-12), 6/1 (4-8), Kita – 3 Area 12 Kanal 8 Marla Sodam situated in Village- Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 2188.

Khewat/ Khata No- 34/ 36, Rect No- 5, Killa No- 15/1 (3-12), 15/2 (3-16), 6/2 (4-0), 6/3 (0-8), Kita- 4 Area 11 Kanal 16 Marla Sodam situated in Village- Maska Tehsil & District Gurgaon Vide Jamabandi Year 2002-03 vide Mutation No- 1230.

Total Area 35 Kanal 16 Marla

STATE BANK OF INDIA

Sl. No. 592879

GSR / 001

RECEIPT

[illegible] Road, Gurgaon ([illegible])

STATE BANK OF INDIA Branch ______ Code No. ______

Received a sum of Rs. 8,86,500/-

(Rupees Eight Lac Eighty Six Thousand Five Hundred only) from

Rambaksha [illegible] Land Holding Company Two (P) Ltd.

residing at New Delhi for credit to Government of Haryana on account of Stamp Duty.

Date: [illegible]

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	12 Kanal 18 Marla
Wazirpur	12 Kanal 17 Marla
Value	Rs. 1,10,82,000/-
Stamp Duty	Rs. 8,86,500/-
Stamp No. & Dated	[illegible]
Issued by	State Bank of India

Deficiency Rs. 8,000/-

By challan no. 49

Dated [illegible]

Sub Registrar Gurgaon

This Exchange Deed (**Deed**) is made at Gurgaon on this 13th day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA INFRATECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Infratech**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

4. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, Subsidiary V, Ramprastha Infratech and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring [illegible] acres ([illegible] Kanal [illegible] Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Part A** of **Schedule A** of this Deed. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring [illegible] acres ([illegible] Kanal [illegible] Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Part B** of **Schedule A** of this Deed. The above referred land parcels set out in Part A of **Schedule A** of this Deed and **Part B** of **Schedule A** of this Deed are hereinafter collectively referred to as "**Land A**".

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Infratech, inter alia, the licence bearing no. [illegible] of 2008 to use the land admeasuring 43.775 acres situated in village [illegible] and village [illegible], Haryana to develop a group housing colony dated 19 August, 2008 (**Licence**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 43.775 acres of Land in respect of which

the DTCP has granted the License, Ramprastha Infratech, is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 3.406 acres (3 Kanal 17 Marla) situated in village [illegible] more particularly described in Schedule B of this Deed (Land B).

E. Subsidiary II, Subsidiary V and Ramprastha Infratech have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II and Subsidiary V wish to exchange the Land A for the Land B, and Ramprastha Infratech wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

F. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate bearing Memo No. [illegible] dated [illegible] (NOC) to Ramprastha Infratech in respect of the transfer of Land B to Subsidiary II and Subsidiary V, pursuant to which Parties are executing this Deed.

G. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and Subsidiary V, on the one hand and Ramprastha Infratech, on the other hand, respectively under this Deed.

OPERATIVE TERMS

1. TRANSFER AND EXCHANGE

1.1. Subject to Clause 2, Subsidiary II and Subsidiary V hereby transfer the Land A to Ramprastha Infratech, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Infratech, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges in the following manner:

(a) ½ undivided share of Land B is being transferred to Subsidiary II; and

(b) ½ undivided share of Land B is being transferred to Subsidiary V.

2. NO OBJECTION CERTIFICATE

Subsidiary II, Subsidiary V and Ramprastha Infratech confirm that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. [INTENTIONALLY NOT USED]

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary II, Subsidiary V and Ramprastha Infratech hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (**Land**, for the purposes of this Clause 4) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created for the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II, Subsidiary V or Ramprastha Infratech has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II, Subsidiary V or Ramprastha Infratech, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Infratech will, or the Land B which the Subsidiary II and Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B.

(f) All taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Infratech or the Subsidiary II and Subsidiary V, as the case may be.

(g) to the best of the knowledge of Subsidiary I, Subsidiary II or Ramprastha Infratech, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transaction(s)/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) s/he has the power to enter into and perform the execution of this Deed.

3. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

4. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

5. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

6. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

7. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Prepared by: Mukesh ... Advocate Distt. Courts, Gurgaon

Name of Party and Signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	[signature]
RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	[signature]
RAMPRASTHA INFRATECH PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	[signature]
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Anand Vinay Gupta	[signature]
Witnesses: 1. Name SATYAWAN Address VPO BADLI DISTT-JHAJJAR	Satyawan
2. Name Pawan Kumar Address Krishan Nagar Rohtak	Pawan Kumar

Schedule A

PART A

Description of Land A

Land situated in village Hyatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat/ Khata No- 44/55, Rect. No- 60 , Kila No- 20/3 (4-10), Rect No- 69, Kila No- 1/2 (6-0), 2/1(2-8), Kila – 3 Area 12 Kanal 18 Marla share is to the 1/2 which become 6 Kanal 9 Marla situated in village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No- 2598

PART B

Description of Land A

M/s Ramprastha Sare Landholding Company Five Pvt. Ltd.

Khewat/ Khata No- 44/55, Rect. No- 60, Kila No- 20/3 (4-10), Rect. No- 69, Kila No- 1/2 (6-0), 2/1(2-8), Kila – 3 Area 12 Kanal 18 Marla share is to the 1/2 which become 6 Kanal 9 Marla situated in village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No- 2598

Total Area 12 Kanal 18 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon, Haryana

M/s Rangoli... Infratech Pvt. Ltd.

Khewat/ Khata No- 144/200, Rect. No- 50, Kila No-6 (8-0), 15 (4-17), Kita – 2 Area 12 Kanal 17 Marla Salam situated in village – Wazirpur Tehsil & District Gurgaon vide Jamabandi Year- 2005-06 and Mutation No- 2284

Total Area 12 Kanal 17 Marla

प्रलेख न: 3054 दिनांक 14/05/2013

डीड सबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुड़गांव

गांव/शहर [illegible]

धन सबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 19,228,200.00 रुपये — स्टाम्प ड्यूटी की राशि 967,400.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये — पेस्टिंग शुल्क 2.00 रुपये

डी डी न. [illegible] — राशि [illegible] रुपये — दिनांक 14/05/2013

Drafted By: M.K Chauhan Adv — Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन [illegible] समय [illegible] बजे श्री/श्रीमती/कुमारी Ramprastha Sare [illegible] पुत्र/पुत्री/पत्नी [illegible] निवासी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

श्री Ramprastha Sare Landholding Company Pvt [illegible] thru Rahul Gupta (OTHER), Ramprastha Sare Landholding Company Pvt Ltd thru [illegible] (OTHER)

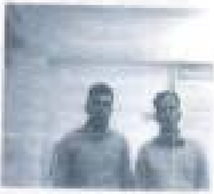
उपरोक्त प्रस्तुतकर्ता व श्री/श्रीमती/कुमारी Thru Anil Yadav हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] Krishan Nagar [illegible] ने की।

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

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव



Reg. No.	Reg. Year	Book No.
3,954	2013-2014	1

क्रेता पक्ष	Rahul Gupta	
क्रेता पक्ष		
द्वितीय पक्ष	Thru Anil Yadav	
गवाह	Satwan	
गवाह	Parveen	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,954 आज दिनांक 14/08/2013 को बही नं. 1 जिल्द नं. 13,434 के पृष्ठ नं. 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,303 के पृष्ठ संख्या 24 से 25 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/08/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

STATE BANK OF INDIA

Sl. No. 392805

GSR / 001

RECEIPT

STATE BANK OF INDIA

Branch Code No.

Received a sum of Rs. 571450/-

(Rupees Five lac Seventy one Thousand Four Hundred Fifty only ———— only)

from Ramprastha [illegible] Land Holding Company [illegible] (P) Ltd.

tendering at [illegible] for credit to Government of Haryana account towards Stamp Duty

Date : [illegible]

Place : GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	8 Kanal 0 Marla
Wazirpur	4 Kanal 0 Marla
Value	Rs. 1,20,00,000/-
Stamp Duty	Rs. 5,71,450/-
Stamp No. & Dated	392805/March 23, 2010
Issued By	State Bank of India

Reference No. 2600 / [illegible]

By Challan No. 17 10-5-10

Bank: SBOP 5-5-10

लेख नं. 1935 दिनांक 14/05/2013

डीड संबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुड़गांव

गांव/शहर [illegible]

धन संबंधी विवरण

राशि जिस पर स्टाम्प शुल्क अदा की 12,000,000.00 रुपये	स्टाम्प शुल्क की राशि 600,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
[illegible] नं. 31 राशि [illegible] रुपये	दिनांक 14/05/2013

Service Charge 200.00 रुपये

Drafted By: Mukesh Kr. Chauhan, Adv.

यह प्रलेख आज दिनांक 14/05/2013 दिन मंगलवार समय 12:21:00PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible], C-Block [illegible], Vasant Vihar, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

हस्ताक्षर प्रस्तुतकर्ता

[illegible]

उपरोक्त लेखक व श्री/श्रीमती/कुमारी [illegible] Anil Yadav [illegible] उपस्थित है। प्रस्तुत प्रलेख के तथ्यों को [illegible] [illegible] श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] [illegible] श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] [illegible] नं. 1 [illegible] नं. 2 की पहचान करता है।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

This Exchange Deed (**Deed**) is made at Gurgaon on this ______ day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **RAMPRASTHA GREENS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Greens**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, Ramprastha Greens and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 1.000 acre (8 Kanal 0 Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Greens, inter alia, the licence (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres situated in village Wazirpur and village Mewka, Haryana to develop a group housing colony dated 14 August, 2009 (**Licence**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 41.775 acres of land in respect of which the DTCP has granted the Licence, Ramprastha Greens, is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 1.000 acre (8 Kanal 0 Marla) situated in village Wazirpur more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and Ramprastha Greens have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V wishes to exchange the Land A for the Land B, and Ramprastha Greens wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. LC-1531-B-JE(VA)-2013/[illegible]) dated 17/04/2013 (**NOC**) to Ramprastha Greens in respect of the transfer of **Land B** to Subsidiary V, pursuant to which Parties are executing this Deed.

Reg. No.	Reg. Year	Book No.
3,959	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / सयुंक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	thru : Arab Trader	
गवाह	Sanjeev	
गवाह	Parveen	

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary Y and Ramprastha Greens, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary Y hereby transfer the Land A to Ramprastha Greens, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Greens, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary Y and Ramprastha Greens confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorized by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary Y and Ramprastha Greens hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (**Land**, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in

Reg. No.	Reg. Year	Book No.
1,994	2013-2014	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,994 आज दिनांक 14/05/2013 को बही सं 1 जिल्द नं. 13,828 के पृष्ठ नं. 187 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,964 के पृष्ठ संख्या 55 से 56 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
[illegible]

relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary V or Ramprastha Greens has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary V or Ramprastha Greens, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Greens will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Greens or the Subsidiary V, as the case may be;

(g) to the best of the knowledge of Subsidiary V or Ramprastha Greens, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws, and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) he/he has the power to enter into and perform the execution of this Deed.

5. GOVERNING LAW

This Deed shall be governed by and be construed in accordance with the laws of India.

6. JURISDICTION

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted By: [illegible] Advocate Distt. Courts, Gurgaon

Name of Party and Signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: RAHUL GUPTA	
RAMPRASTHA GREENS PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: VINAY GARG	
Witnesses: 1. Name: SATYAWAN Address: VPO BABRA [illegible]	
2. Name: Pawan Kumar Address: [illegible] Nagar Rohtak	

SCHEDULE A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Five Pvt. Ltd.

Khewat/ Khata No: 378/ 463, Rect No: 02, Killa No: 12 (7-12), 13(8-0), 14 (8-0), 18(8-0), 17/1 (5-4), Kita – 5 Area 36 Kanal 16 Marla owner's Share 151/736 which become 8 Kanal 8 Marla situated in village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation No- 2588

Total Area 8 Kanal 8 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon Haryana

M/s Ramprastha Greens Pvt. Ltd.

Khewat/ Khata No- 236/ 297, Rect No- 80, Killa No- 22/1 (5-0), Killa- 1 Area 5 Kanal 0 Marla [illegible] Khewat/ Khata No- 494/35, Rect No- 80, Killa No- 22/2 (2-0), Killa – 1 Area 2 Kanal 0 Marla [illegible] situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 2540.

Total Area 8 Kanal 8 Marla

15 2952

STATE BANK OF INDIA

Sl. No. 592972

GEN / 031

RECEIPT

[illegible]

STATE BANK OF INDIA

____________ Branch ____________ Code No. ____________

Received a sum of Rs. 36,07,959/-

(Rupees Thirty Six Lac Seven Thousand Nine Hundred Fifty Nine only —)

from Shri/Smt. Rajprastha Sara Land Holding Company Pvt (P) Ltd

residing at ____________ for credit to Government of Haryana account towards Stamp Duty.

Date: [illegible]

Place: GURGAON

(Signatures of Authorised Officer)

[illegible]

Village	[illegible] and [illegible]
Tehsil & District	Gurgaon
[illegible]	40 Kanal 17.5 Marla
[illegible]	59 Kanal 11 Marla
Value	Rs. 8,88,21,000
Stamp Duty	Rs. 36,07,959/-
Stamp No. & Dated	592972/March 18, 2013
Issued by	State Bank of India

Page 1

प्रलेख न: 3957 दिनांक 14/03/2013

डीड सबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब तहसील	गुड़गांव
गांव/शहर	[illegible]

धन सबंधी विवरण	
राशि जिस पर स्टाम्प शुल्क लगाया 30,825,000.00 रुपये	स्टाम्प शुल्क की राशि 4,003,475.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
ई-स्टाम्प न. 23 राशि [illegible] रुपये	दिनांक 14/03/2013

Service Charge 200.00 रुपये

Drafted By: M.K. Chauhan Adv

यह प्रलेख आज दिनांक 14/03/2013 दिन [illegible] समय [illegible] बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुंक्त पंजीयन अधिकारी गुड़गांव

[illegible] Company Pvt Ltd. [illegible]

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru Anil Yadav हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी VPO [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नं: 2 की पहचान करता है।

दिनांक 14/03/2013

उप/सयुंक्त पंजीयन अधिकारी

गुड़गांव

This Exchange Deed (**Deed**) is made at Gurgaon on this ___ day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED**, earlier known as **CORPORATE DIAM PRIVATE LIMITED** a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **RAMPRASTHA INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Infrastructure**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, Ramprastha Infrastructure and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 5.005 acres (40 kanal 01 marla) situated in Hyatpur, Gurgaon, Haryana more particularly described **Part A of Schedule A** of this Deed. Corporate Diam Pvt Ltd, currently known as **Ramprastha Sare Landholding Company Five Private Limited**, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.855 acres (6 Kanal 17 Marla) situated in Hyatpur, Gurgaon, Haryana more particularly described in **Part B of Schedule A** of this Deed. The above referred land parcels set out in Part A of **Schedule A** of this Deed and **Part B of Schedule A** of this Deed are hereinafter collectively referred to as "**Land A**" admeasuring 5.859 acres (46 kanal 17.5 marla).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Infrastructure, inter alia, the license (bearing no. 44 of 2009) to use the land admeasuring 61.775 acres situated in village Wazirpur and village Meoka, Haryana to develop a group housing colony dated 14 August, 2009 (**License**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 61.775 acres of land in respect of which the DTCP has granted the License, Ramprastha Infrastructure, is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 4.419 acres (35 kanal 11 marla) situated in village Meoka more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and Ramprastha Infrastructure have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V will

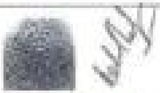
Reg. No.	Reg. Year	Book No.
1257	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	Thru- Anil Yadav	
गवाह	Satyam	
गवाह	Parveen	

to exchange the Land A for the Land B, and Ramprastha Infrastructure wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. [illegible] dated 17/04/2013 (NOC) to Ramprastha Infrastructure in respect of the transfer of Land B to Subsidiary Y, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary Y and Ramprastha Infrastructure, respectively under this Deed.

OPERATIVE TERMS

1. TRANSFER AND EXCHANGE

1.1. Subject to Clause 2, Subsidiary Y hereby transfers the Land A to Ramprastha Infrastructure, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Infrastructure, subject to Clause 2, hereby transfers the part-1 of Land B admeasuring 48 Kanal 13 Marla to Subsidiary Y and Part 2 of Land B admeasuring 5 Kanal 16 to Subsidiary Y, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. NO OBJECTION CERTIFICATE

Subsidiary Y and Ramprastha Infrastructure confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. [INTENTIONALLY NOT USED]

4. REPRESENTATIONS AND WARRANTIES

4.1. Subsidiary Y and Ramprastha Infrastructure hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorized by the board of directors of each of the corporate Parties, where applicable; and

Reg. No.	Reg. Year	Book No.
1,077	2013-2014	1

<u>प्रमाण-पत्र</u>

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,077 आज दिनांक 14/05/2013 को बही न. 1 जिल्द न. 13,658 के पृष्ठ न. 158 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न. 2,503 के पृष्ठ संख्या 56 से 60 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/05/2013

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgement or decree applicable to it/him.

4.2. Subsidiary V and Ramprastha Infrastructure hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary V or Ramprastha Infrastructure has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary V or Ramprastha Infrastructure, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Infrastructure will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Infrastructure or the Subsidiary V, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(g) to the best of the knowledge of Subsidiary V or Ramprastha Infrastructure, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) S/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

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

Drafted By:

Name of Party and Signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED earlier known as CORPORATE EXIM PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	
RAMPRASTHA INFRASTRUCTURE PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	

RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: [illegible]	[signature]
Witnesses: 1. Name: [illegible] Address: [illegible] Distt. Jhajjar	[signature]
2. Name: Parveen Kumar Address: Krishan Nagar [illegible]	[signature]

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Five Pvt. Ltd

Khewat/ Khata No- 212/263 Rect No 23, Killa No- 5/2/2 (3-0), 7/1 (7-7), 15/1/2 (4-11), 16/2 (3-8), 16/1 (3-8), 16/2 (4-12), Killa – 6 Area 23 Kanal 8 Marla share is to the 1/3 which become 8 Kanal 9 Marla.

Khewat/ Khata No- 33/37, Rect No 11, Killa No- 13/2 (1-1), 17(8-0), 18(8-0), 19 (7-12), 21/2(4-0), 22/1 (0-0), 23(7-12), 24/ (8-0), Rect No- 28 , Killa No 3/1 (3-13), Killa – 8 Area 37 Kanal 3 Marla share is to the 1203/2168 which become 21 Kanal 11.5 Marla.
Situated in village- Hayatpur Tehsil & District Gurgaon Jamabandi Year 2004-05 vide Mutations No- 2720, 2773.

Total Area 40 Kanal 0.5 Marla

FORMERLY M/S CORPORATE EXIM PVT. LTD, CURRENTLY KNOWN AS RAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED

Khewat / Khata No- 45/56, Rect. No. 60, Killa No. 19/2(2-8), 20/1(2-4), 21/1/2(2-4), Killa -3 Area 6 Kanal 16 Marla Section 4, Rect No- 34, Killa No- 2/3(0-0), Killa 1 area 2 Kanal 5 Marla share is to the 1/... which become 0 Kanal 1 Marla. Total area 6 Kanal 17 Marla

Khewat / Khata No- 214/265, Rect. No. 28, Killa No. 6/2(0-3), 6/3(0-5), 7/1(0-1),7/2(0-1),14/2(0-1) 15/1/2(0-1) Killa -6 Area 0 Kanal 12 Marla share is to the 2/123 which becomes 0 Kanal 0 Marla.

Is situated village – Hayatpur Tehsil & District Gurgaon Jamabandi Year- 2004-05 Vide Mutations No- 2139,2598

Total area 6 Kanal 17 Marla
Grand Total area 46 Kanal 17.5 Marla

Schedule B
Description of Land B
Land situated in village Mevla, Gurgaon Haryana

Part - 1

Khewat/Khata No 153/163, Rect No- 1, Killa No. 24 (8-0), Rect No – 5, Killa No- 3 (7-0), 4 (8-0), 7 (8-0), 8 (8-0), 12/1 (0-12), 13/1 (4-4), 14/1 (4-4) Kita 8 Area 48 Kanal 15 Marla Sadam Situated in Village Mevla Tehsil & District Gurgaon Jamabandi Year 2002-03 Vide Mutations No- 1173 & Fard Badar No- 18.

Total Area 48 Kanal 15 Marla

Part - 2

Khewat/Khata No 153/163, Rect No- 1, Killa No 21 (5-16), Kita 1, Area 5 Kanal 16 Marla Sadam, Situated in Village- Mevla Tehsil & District Gurgaon Jamabandi Year 2002-03 Vide Mutations No 1173 & Fard Badar No- 18.

Total Area 5 Kanal 16 Marla
Grand Total Area 54 Kanal 11 Marla

1

STATE BANK OF INDIA

Sl. No. 663860

DSR / 001

RECEIPT

STATE BANK OF INDIA [illegible] Branch Code No. ______

Received a sum of Rs. 3750450/- (Rupees Thirty seven lakh fifty thousand four hundred and fifty only) from Ram Prastha [illegible] Land Holding Company (P) Ltd. residing at New Delhi for credit to Government of Haryana account towards Stamp Duty.

Date: [illegible]

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Haiatpur and Mavka
Tehsil & District	Gurgaon
Haiatpur	51 Kanal 17 Marla
Mavka	32 Kanal 10 Marla
Value	Rs. 7,87,50,000/-
Stamp Duty	Rs. 37,50,450/-
Stamp No. & Dated	663860/March 05, 2013
Issued by	State Bank of India

Deficiency Rs. 18709/-

By Challan No. 51 Dt. [illegible]

Bank of SBI P

This Exchange Deed (**Deed**) is executed at Gurgaon on this ____31st____ day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDINGS COMPANY FIVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary V**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **S.A. TOWNSHIPS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**S.A. Townships**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, S.A. Townships and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE:

A. Subsidiary V, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring [illegible] acres ([illegible] Kanal [illegible] Marla) situated in Wazirpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted S.A. Townships, inter alia, the licence (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres situated in village Wazirpur and village Menta, Haryana to develop a group housing colony dated 14 August, 2009 (**Licence**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 41.775 acres of land in respect of which the DTCP has granted the Licence, S.A. Townships, is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring [illegible] acres ([illegible] Kanal [illegible] Marla) situated in village Menta more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary V and S.A. Townships have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V wishes to exchange the Land A for the **Land B**, and S.A. Townships wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. [illegible] dated [illegible]) (**NOC**) to S.A. Townships in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary V and S.A. Townships respectively under this Deed.

OPERATIVE TERMS

1. TRANSFER AND EXCHANGE

1.1. Subject to Clause 2, Subsidiary V hereby transfers the Land A to S.A. Townships, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. S.A. Townships, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. NO OBJECTION CERTIFICATE

SA Townships and Subsidiary V hereby confirm that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. [INTENTIONALLY NOT USED]

4. REPRESENTATIONS AND WARRANTIES

4.1. Each of the Parties hereby represents and warrants that:

(a) S/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which S/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary V and SA Townships hereby represents and warrants that:

a) it has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, liens, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of

securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

c) it has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

d) there are no actions, suits or proceedings pending or for which Subsidiary V or S.A. Townships, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Land, in any court or before or by any federal, state, county or municipal department;

e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which S.A. Townships will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by S.A. Townships or the Subsidiary V, as the case may be;

g) to the best of the knowledge of Subsidiary V or S.A. Townships, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

j) it/he has the power to enter into and perform the execution of this Deed.

5. GOVERNING LAW

This Deed shall be governed by and be construed in accordance with the laws of India.

6. JURISDICTION

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. COSTS

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. SPECIFIC PERFORMANCE

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. AMENDMENTS

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Name of Party and signatory	Signature
SAMPRASTHA SARE LANDHOLDING COMPANY FIVE PRIVATE LIMITED Authorised Signatory Name: [illegible]	
S.A. TOWNSHIPS PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	
SAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vijay Garg	
Witnesses: 1. Name: Satyawan Address: [illegible]	
2. Name: [illegible] Address: [illegible]	

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Rampraştha Sare Landholding Company Five Pvt. Ltd.

Khewat/ Khata No- 53/63, Rect. No. 4, Kila No. 12(8-0), 13(8-0), 18(8-0), 19(8-0), 20(8-0), 21(8-0), 11/2(7-18), 23/2(7-18), Rect No- 17, Kila No- 2(8-0), 3(8-0), 20(8-0), Kila 11 area 88 Kanal 2 Marla Share is to the 1/2 which become 44 Kanal 11 Marla situated in Village –Hayatpur Tehsil & Distt Gurgaon vide Jamabandi Year- 2004-05 and Mutation No- 2088.

Khewat /Khata No- 215/286, Rect No. 28, Kila No. 5/2/1(1-0),6/2(7-7),14/2(7-13),17(8-0), Kila -4 Area 23 Kanal 0 Marla share is to the 2/45 which become 1 Kanal 2 Marla situated in Village-Hayatpur Tehsil & Distt Gurgaon vide Jamabandi Year 2004-05 and Mutation No- 2088.

Khewat/Khata No 288/321 Rect No . 41 Kila No- 1/2/1 (1-14),10/2 (7-10), 11(8-0), 20/1 (7-10), 21/1 (3-15), 21/3(3-12), Kila – 6 Area 33 Kanal 11 Marla Share is to the 756/4187 which become 6 Kanal 4 Marla situated Village Hayatpur Tehsil & Distt Gurgaon vide Jamabandi Year 2004-05 and Mutation Nos- 2138, 2222, and 2088. – [illegible]

Total area 51 Kanal 17 Marla

Mutation No. 2018 Rect. No. 53 Kila No- 4/1/3 (3-0) Sadam Kandi has been [illegible].

Schedule –B

Description of Land-B

Land situated in village Mewka, Gurgaon, Haryana

M/s S.A. Townships Pvt. Ltd

Khewat/Khata No- 35/37-38, Rect No- 8, Killa No- 1(8-0), 2(8-0), 3/1(2-0), 8/2(1-0), 9/1(1-16), 10/1(6-0), Rect No- 2 Killa No- 25 (4-13), Rect No- 1 , Killa No- 21 (1-18), Rect No- 5, Killa No- 5(8-0), 6/1(1-11), Killa -10 Area 49 Kanal 7 Marla Sudam situated in Village- Mewka Tehsil & Distt Gurgaon vide Jamabandi Year 2002-03 and Mutation Nos- 1374-1375-1376.

Khewat/Khata No- 162/173, Rect No- 3, Killa No- 14(3-4), 17(8-0), 18(3-16), 22(4-1), 23(7-18), Kita - 5 Area 27 Kanal 3 Marla share to be the 21/80 which become 7 Kanal 3 Marla situated in Village- Mewka Tehsil & Distt Gurgaon vide Jamabandi Year 2002-03 and Mutation No- 1433.

Total area 52 Kanal 10 Marla

लेख क्र. 2959 दिनांक 14/05/2013

डीड संबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुड़गांव
गांव/शहर	[illegible]

धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 50,750,000.00 रुपये	स्टाम्प ड्यूटी की राशि [illegible] रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
[illegible] 41 राशि [illegible] रुपये	दिनांक 14/05/2013

Drafted By: M.K. Chauhan Adv. Service Charge: [illegible] रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन [illegible] समय 12:23:00PM बजे श्री/श्रीमती/कुमारी Ramprastha Sare [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री Ramprastha Sare Land [illegible] LTD [illegible]

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी [illegible] ने प्रमाणित किया कि प्रलेख की शर्तों को [illegible] ने [illegible] श्री/श्रीमती/कुमारी [illegible] की पहचान [illegible] श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं. 1 को हम [illegible] जानते हैं तथा वह साक्षी नं. 2 की पहचान करता है।

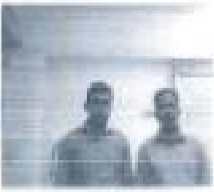
दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

Reg. No.	Reg. Year	Book No.
[illegible]	[illegible]	1

[illegible]

[illegible]



[illegible]

[illegible]

[illegible]	Rahul Gupta	
[illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह लेख क्रमांक 3,959 आज दिनांक 14/03/2013 को बही नः 1 जिल्द नः 13,839 के पृष्ठ नः 197 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 2,904 के पृष्ठ संख्या 46 से 52 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी

अम्बाला

STATE BANK OF INDIA

Sl. No. 592878

GSR/001

RECEIPT

Mehrauli Road, Gurgaon (1198)

STATE BANK OF INDIA

Branch ________ Code No. ________

Received a sum of Rs. 5,16,570/-

(Rupees Five Lac Sixteen Thousand Five Hundred Seventy only) only

from Sh./Smt./M/s Rampraastha [illegible] Land Holding Company Pvt. (P) Ltd.

residing at [illegible] Delhi [illegible] for credit to Government of Haryana

account towards Stamp Duty.

Date: [illegible] MAR 2013

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village:	Hayatpur and Mewka
Tehsil & District	Gurgaon
Hayatpur	6 Kanal 8 Marla
Mewka	7 Kanal 10 Marla
Value	Rs. 1,12,50,000/-
Stamp Duty	Rs. 5,16,570/-
Stamp No. & Dated	592878/March 29, 2013
Issued By	State Bank of India

Delivery No. [illegible]

By Challan No. 63 [illegible]

Bank of STBP54N

This Exchange Deed (**Deed**) is made at Gurgaon on this ___11th___ day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

2. **RAMPRASTHA BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Buildwell**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, Ramprastha Buildwell and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 0.800 acres (6 Kanal 8 Marla) situated in Wazirpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Buildwell, inter alia, the licences (bearing no. 33 of 2011 and no. 49 of 2005) to use the land admeasuring 7.041 acres and 41.775 acres, respectively, situated in village Wazirpur and village Mewka, Haryana to develop a group housing colony each dated 21 July, 2011 and 16 August, 2005, respectively (collectively referred to as "**Licence**") under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.041 acres and 41.775 acres of land in respect of which the DTCP has granted the Licence, Ramprastha Buildwell, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 2.938 acres (23 Kanal 10 Marla) situated in village Mewka more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II and Ramprastha Buildwell have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II wishes to exchange the Land A for the Land B, and Ramprastha Buildwell wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection

certificate bearing Memo No. LC-1820-A-JE (VA)-2013/[illegible] dated 17/04/2013 and Memo No. LC-1820-B—JE (VA)-2013/[illegible] dated 17/04/2013) (NOC) to Ramprastha Buildwell in respect of the transfer of Land B to Subsidiary B, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary B and Ramprastha Buildwell, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary B hereby transfers the Land A to Ramprastha Buildwell, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Buildwell, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary B and Ramprastha Buildwell confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary B and Ramprastha Buildwell hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4) and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II or Ramprastha Buildwell has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II or Ramprastha Buildwell, as the case may be, has received a notice or affecting their respective Land or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Land, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Buildwell will, or the Land B which the Subsidiary II will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Buildwell or the Subsidiary II, as the case may be;

(g) to the best of the knowledge of Subsidiary II or Ramprastha Buildwell's, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder; and

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted By:
[illegible]
Advocate
Distt. Courts, Gurugram

Name of Party and signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	[signature]
RAMPRASTHA BUILDWELL PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	[signature]
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vijay Garg	[signature]
Witnesses: 1. Name: Satya Wan Address: Vill Badli Distt Jhajjar	[signature]
2. Name: Pawan Kumar Address: Krishan Nagar Rohtak	Pawan Kumar

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat/Khata No – 69/81 [illegible], Rect No- 68, Killa No – 22/2 (3-2), 23/1 (2-11), Rect No- 71, Kila No: 2/1(0-11) [illegible], 3/1/1 (1-13), Kita-4 Area 12 Kanal 17 Marla share is to the 1/2 which become 6 Kanal 8 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation No- 2336 [illegible].

Description of Land B

Land situated in village [illegible], Gurgaon, Haryana

M/s [illegible] Buildwell Pvt. Ltd.

Khewat/ Khata No- 182/173, Rect No- 3, Killa No – 14 (3-4), 17 (0-0), 13 (?-16), 22 (4-3), 23 (7-18), Kha- [illegible] Area 37 Kanal 5 Marla share is to the 1/30 which become 2 Kanal 18 Marla & Khewat No – 180/199, Rect No- 8, Killa No- 3/2 (3-12), Kita 1 Area 5 Kanal 12 Marla Share is to the 6/7 which become 4 Kanal 16 Marla situated in Village [illegible] Tehsil & District Gurgaon vide Jamabandi Year 2003-03 and Mutation No- 1350

Total area 7 Kanal 18 Marla

लेख न: 2961 दिनांक 14/03/2013

डीड सबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुड़गांव
गांव/शहर	[illegible]

धन सबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 11,250,000.00 रुपये	स्टाम्प ड्यूटी की राशि 562,470.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
ई चुक न. 42 राशि [illegible] रुपये	दिनांक 14/03/2013

Drafted By: H.K. [illegible] adv Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/03/2013 दिन [illegible] समय 12:30:00PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री [illegible] Land Building Company [illegible]

उपरोक्त लेखनकर्ता व श्री/श्रीमती/कुमारी [illegible] ने [illegible] प्रस्तुत प्रलेख को लेखक को पढ़कर सुनाया गया और [illegible] ने स्वीकार किया। जिसे पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible]

निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible]
[illegible]
साक्षी न. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न. 2 की पहचान करता है।

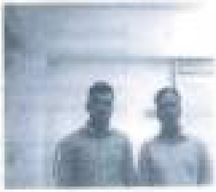
दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

Reg. No.	Reg. Year	Book No.
[illegible]	2013-2014	1

[illegible]

[illegible]



[illegible]

[illegible]

[illegible]	Rahul Gupta	
[illegible]	Tara Arti Tailor	
[illegible]	Satpal	
[illegible]	Parveen	Parveen Kumar

Reg. No.	Reg. Year	Book No.
1,062	2013-2014	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,062 आज दिनांक 14/05/2013 को बही नं: 1 जिल्द नं: 13,030 के पृष्ठ नं. 4 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,903 के पृष्ठ संख्या [illegible] पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

STATE BANK OF INDIA

Sl. No. 392873

GSR / 003

RECEIPT

STATE BANK OF INDIA

Branch ______ Code No. ______

Received a sum of Rs. 16,50,000/-

(Rupees Sixteen Lac Fifty Thousand only —)

from Ranjan Seva Land Holding Company Pvt. (P) Ltd.

residing at New Delhi for credit to Government of Haryana

account towards Stamp Duty

Date: [illegible]

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur and Wazirpur
Tehsil & District	Gurgaon
Hayatpur	24 Kanal 0 Marla
Wazirpur	23 Kanal 0 Marla
Value	Rs. [illegible]/-
Stamp Duty	Rs. 16,50,000/-
Stamp No. & Date	392873/March [illegible]
Issued by	State Bank of India

लेख न. 2950 दिनांक 14/05/2013

डीड सबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/उप-तहसील गुड़गांव
गांव/शहर [illegible]

धन सबंधी विवरण

राशि जिस पर स्टाम्प शुल्क लगाया 36,000,000.00 रुपये	स्टाम्प शुल्क की राशि 1,800,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
स्टा. नं. 44 राशि 10000 रुपये	दिनांक 14/05/2013

Drafted By: M.K. Chauhan Adv Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन मंगलवार समय 12:34:00PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी [illegible] निवासी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

श्री [illegible] Landholding Company Pvt.Ltd. thru Rahul Gupta(OTHER)

उपरोक्त प्रस्तुतकर्ता व श्री/श्रीमती/कुमारी Thru Anil Yadav दूसरा पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible]
निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] Nagar Gurgaon ने की।
साक्षी नं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

This Exchange Deed (**Deed**) is made at Gurgaon on this 15th day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

2. **RAMPRASTHA HOUSING PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Ramprastha Housing**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C 10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, the Company and Ramprastha Housing shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 3 acres (24 Kanal 0 Marla) situated in Haripur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Ramprastha Housing, inter alia, the licence (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres situated in village Wazirpur and village Mavla, Haryana to develop a group housing colony dated 14 August, 2009 (**Licence**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 41.775 acres of land in respect of which the DTCP has granted the Licence, Ramprastha Housing is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 3.00 acres (24 Kanal 0 Marla) situated in village Wazirpur more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II and Ramprastha Housing have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II wishes to exchange the Land A for the Land B, and Ramprastha Housing wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. LC-1835-[illegible]-2013/[illegible]) dated 17/04/2013 (**NOC**) to

Reg. No.	Reg. Year	Book No.
[illegible]	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	Thru- Amit Yadav	
गवाह	Sarvan	
गवाह	Parveen	

Ramprastha Housing in respect of the transfer of Land B to Subsidiary II, pursuant to which Parties are executing this Deed.

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and Ramprastha Housing, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary II hereby transfers the Land A to Ramprastha Housing, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Ramprastha Housing, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all of the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary II and Ramprastha Housing confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorized by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary II and Ramprastha Housing hereby represents and warrants that:

Reg. No.	Reg. Year	Book No.
3,945	2013-2014	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह लेख क्रमांक 3,945 आज दिनांक 14/03/2013 को बही नः 1 जिल्द नः 13,xxx के पृष्ठ नः ... पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 2,xxx के पृष्ठ संख्या ... से ... पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं ।

दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी

(a) S/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II or Ramprastha Housing has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II or Ramprastha Housing, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprastha Housing will, or the Land B which the Subsidiary II will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Housing or the Subsidiary II, as the case may be;

(g) to the best of the knowledge of Subsidiary II or Ramprastha Housing, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) S/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted By:
Mahesh K. Chauhan
Advocate
Distt. Courts Gurgaon

Name of Party and signatory	Signature
BASUPRASTHA SARE LANDHOLDINGS COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	
BASUPRASTHA SARE HOUSING PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	
BASUPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: Vinay Garg	
Witnesses: 1. Name: SATYAWAN Address: VPO BADLI DISTT JHAJJAR	Satyawan
2. Name: PRAVIN KUMAR Address: Kishan Nagar Rajpat	Pravin Kumar

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat/ Khata No- 222/273, Rect No- 19 , Killa No- 8 (7-11) Kita- 1 Area 7 Kanal 11 Marla Sadam & Khewat/ Khata No- 250/314, Rect No- 19, Killa 13/1/1 (5-18), Kita -1 Area 5 Kanal 18 Marla Sadam & Khewat/ Khata no- 75/87, Rect – 47, Killa No – 15/2(4-9) Kita 1 Area 4 Kanal 9 Marla Sadam & Khewat/ Khata no- 105/121, Rect No- 19, Killa no-23/2 (3-3), Rect No 50 Killa No- 13 (7-3) Kita 2 total area 10 Kanal 6 Marla 64/175 share 3 Kanal 16 Marla and Rect. No. 50, Killa No. 6/2/1 (4-2), 7/1/1 (3-8) Kita 2 Area 4 Kanal 10 Marla Share in to the 11/175 share 0 Kanal 6 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation No- 3556, 3918, 3805.

Total area 24 Kanal 0 Marla

Schedule B

Description of Land B

Land situated in village Wazirpur, Haryana

M/s Ramprastha Housing Pvt. Ltd.

Khewat/Khata No- 154/213, Rect No- 79, Killa No- 10/1 (6-0), 20/2 (2-0), Rect No- 80 Killa No- 21(8-0), Killa- 3 Area 16 Kanal 0 Marla Sadam & Khewat/Khata No- 131/132, Rect No- 90, Killa No- 1/2/2 (3-8), 1/2/1 (0-12), Killa- 2 Area 4 Kanal 0 Marla Sadam & Khewat/Khata No- 316/227 Rect No- 90 Killa No – 1/1/1(3-8), 1/1/2(0-12), Kila- 2 Area 4 kanal 0 marla Sadam Total area of all Khewat is 24 Kanal 0 Marla situated in Village- Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation No- 2303.

Total area 24 Kanal 0 Marla

S. No. 592680

GSR / 001

STATE BANK OF INDIA

RECEIPT

STATE BANK OF INDIA

Branch ______________ Code No. ______________

Received a sum of Rs. 32,97,085/-

(Rupees Thirty Two Lac Ninety Seven Thousand Eighty Five Only) only

from M/s Ramprastha Land Holding Company Two (P) Ltd.

residing at New Delhi for credit to Government of Haryana account towards Stamp Duty.

Date: 21 MAR 13

Place: GURGAON

(Signatures of Authorised Officer)

EXCHANGE DEED

Village	Hosdapur, Wazirpur, and Maidu
Tehsil & District	Gurgaon
Hosdapur	40 Kanal 19.5 Marla
Wazirpur	40 Kanal 12 Marla
Maidu	1 Kanal 7 Marla
Value	Rs. 1,19,50,000/-
Stamp Duty	Rs. 32,97,085/-
Stamp No. & Dated	592680/March 28, 2013
Issued By	State Bank of India

वसीका नं.: 2061 तिथि 14/05/2013

डीड सबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील	गुड़गांव
गांव/शहर	[illegible]

धन सबंधी विवरण	
राशि जिस पर स्टाम्प शुल्क लगाया 71,938,000.00 रुपये	स्टाम्प शुल्क की राशि 3,597,080.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
डी पी नं. 42 राशि 40020 रुपये	तिथि 14/05/2013

Service Charge: 200.00 रुपये

Drafted By: M.S.Chauhan Adv

यह प्रलेख आज दिनांक 14/05/2013 दिन [illegible] समय 12:21:00PM बजे श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी [illegible] निवासी [illegible] Vasant Vihar ND [illegible] ने पंजीकरण हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

श्री [illegible] Landbuilding Company Pvt LTD thru [illegible] (OTHER), [illegible] (OTHER)

उपरोक्त [illegible] व श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] प्रलेख की शर्तों को [illegible] स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी

गुड़गांव

This Exchange Deed (**Deed**) is executed at Gurgaon on this ___31st___ day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;

2. **CH. B. S. YADAV**, son of Mr. Deep Chand, residing at village Palam, New Delhi, (hereinafter referred to as "**Mr. Yadav**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his successors, legal representatives and permitted assigns; and

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, Mr. Yadav and Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 5.800 acres (46 kanal 18.5 marla) situated in Hyatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted Mr. Yadav, *inter alia*, the licence (bearing no. 45 of 2009) to use the land admeasuring 41.775 acres situated in village Wazirpur and village Mewka, Haryana to develop a group housing colony dated 14 August, 2009 (**Licence**) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 41.775 acres of land in respect of which the DTCP has granted the Licence, Mr. Yadav is the sole and absolute owner of, have full marketable, valid and subsisting title to, the land admeasuring 5.995 acres (46 Kanal 12 Marla in Wazirpur and 1 kanal 7 marla in Mewka) situated in village Wazirpur and village Mewka more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II and Mr. Yadav have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II wishes to exchange the Land A for the Land B, and Mr. Yadav wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. LC-1925-II-JE(VA)-2013/16886) dated 17/06/2013 (**NOC**) to Mr. Yadav in respect of the transfer of Land B to Subsidiary II, pursuant to which Parties are executing this Deed.

Reg. No.	Reg. Year	Book No.
[illegible]	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

F. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary II and Mr. Yadav, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary I hereby transfers the Land A to Mr. Yadav, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. Mr. Yadav, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary II and Mr. Yadav confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. [INTENTIONALLY NOT USED]

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) it/he has the absolute power and authority to execute this Deed and to carry out its/his obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorised by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

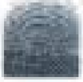
4.2. Subsidiary II and Mr. Yadav hereby represents and warrants that:

(a) it/he has clear and marketable title to the Land B or the Land A (as the case may be) (**Land**, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

Reg. No. Reg. Year Book No.

[redacted] 1

विक्रेता



प्रतिग्राहक R S Yadav

गवाह Satvan

गवाह Parveen

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,981 आज दिनांक 14/05/2013 को बही नं 1 जिल्द नं 13,2[illegible] के पृष्ठ नं 1[illegible] पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2,504 के पृष्ठ संख्या 21 से 22 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगांव

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II or Mr. Yadav has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II or Mr. Yadav, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Lands, in any court or before or by any Federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Mr. Yadav will, or the Land B which the Subsidiary II will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arisen in respect thereto relating to the period prior to the Execution Date shall be paid and borne by Mr. Yadav or the Subsidiary II, as the case may be;

(g) to the best of the knowledge of Subsidiary II or Mr. Yadav, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) s/he has the power to enter into and perform the obligations of this Deed.

3. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

<REST OF THE PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted By:- [illegible] Advocate Distt. Courts, Gurgaon

Name of Party and signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gulati	[signature]
CH. BALWANT SINGH YADAV Name:	[signature]
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: VIJAY GARG	[signature]
Witnesses: 1. Name: SATYAWAN Address: V.P.O. BADLI DISTT. JHAJJAR	[signature]
2. Name: PARVEEN KUMAR Address: KISHAN NAGAR PANIPAT	[signature]

Schedule A

Description of Land A

Land situated in village Hyatpur, Gurgaon, Haryana

M/s [illegible] Landholding Company Two Pvt. Ltd.

Khewat/ Khata No- 203/218, Rect No- 29, Killa No 17 /2 (4-0), 24/1 (3-10), Rect No- 60, Killa No- 2 (7-17), 3(8-0), Killa 4 Area 25 Kanal 5 Marla share is to the 109/264 which become 8 Kanal 11.5 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation Nos- 2534, 2767.

Khewat/ Khata No- 225/276 Rect No- 29, Killa No- 13 (8-0), 18(8-0), Killa- 2 Area 16 Kanal 0 Marla Saalam. & Khewat/ Khata No- 203/237, Rect No- 68, Killa No- 9 (8-0), Killa – 1 Area 8 Kanal 0 Marla Saalam & Khewat/ Khata No- 63/75, Rect No- 68, Killa No- 24/2/1 (3-0), Killa- 1 Area 3 Kanal 0 Marla Saalam.

Khewat No- 238/301, Rect No- 59, Killa No- 21 (7-7), 19/1/2(8-0), 20/2(4-1), Killa- 3 Area 17 Kanal 15 Marla Share is to the 7/12 which become 10 Kanal 7 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation Nos- 2390, 2918, 2896.

Total Area 45 Kanal 18.5 Marla

Description of Land [illegible]

Land situated in village Wazirpur and village Mevka, Haryana

Sh. R.S. Yadav

Khasra No- 236/217, Rect No- 91, Kila No- 13(8-0), 17/1(1-0), Kila -2 Area 11 Kanal 8 Marla Gairm & Khewat No- 210/120, Rect No- 91, Kila No- 11/2 (1-5), 22(3-10), 23(7-17), 24(8-0), 25(7-18), Rect No- 97, Kila No- 3(5-10), 4(5-12), Kila 7 Area 35 Kanal 4 Marla Gairm Total Area 46 Kanal 12 Marla situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation No- 2248.

Khasra No- 132/173 Rect No- 2, Kila No- 14(3-4), 17(8-0), 18(3-16), 22(4-5), 23(7-18), Kila- 5 Area 27 Kanal 3 Marla Share is to the 1/20 which become 1 Kanal 7 Marla situated in Village Mevka Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation No 1153 and Farad Badar No. 20.

Total 47 Kanal 19 Marla

लेख नं: 2081 दिनांक 14/05/2013

डीड सबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA
तहसील/सब-तहसील गुड़गांव
गांव/शहर [illegible]

धन सबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 71,050,000.00 रुपये — स्टाम्प ड्यूटी की राशि 3,197,500.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये — पेस्टिंग शुल्क 2.00 रुपये

[illegible] नं. 42 — राशि [illegible] रुपये — दिनांक 14/05/2013

Drafted By: M.S. Chauhan Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन मंगलवार समय 1:31:00PM बजे श्री/श्रीमती/कुमारी [illegible] [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

[illegible]

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी R S Yadav [illegible] हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नं: 2 की पहचान करता है।

दिनांक 14/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुड़गांव

STATE BANK OF INDIA

Sl. No. 392881

GRN / 001

RECEIPT

[illegible]

STATE BANK OF INDIA

________ Branch ________ Code No. ________

Received a sum of Rs. 11,09,900/-

(Rupees Eleven lac Nine Thousand Nine Hundred only) only

[illegible] Holding Company Two (P) Ltd.

residing at New Delhi for credit to Government of Haryana account towards Stamp Duty.

Date:

Place: GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

Village	Hayatpur and Nawada
Tehsil & District	Gurgaon
Hayatpur	14 Kanal 2 Marla
Nawada	23 Kanal 15 Marla
Value	Rs. 2,41,50,000/-
Stamp Duty	Rs. 11,09,900/-
Stamp No. & Dated	392881 / March 28, 2013
Issued By	State Bank of India

Deficiency Rs. 97601/-

By Challan No. 46 Dt. 18-3-13

Bank of SBBS, Gurgaon

Joint Sub Registrar
Gurgaon

Page 1

लेख सं 3958 दिनांक 14/05/2013

डीड संबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुड़गांव

गांव/शहर [illegible]

धन संबंधी विवरण

राशि जिस पर स्टाम्प शुल्क लगाया 24,150,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,207,500.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
ई-भुगतान नं 44 राशि 15000 रुपये	दिनांक 14/05/2013

Drafted By: H S Chauhan Adv Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 14/05/2013 दिन मंगलवार समय 2:08:00PM बजे श्री/श्रीमती/कुमारी [illegible] द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

श्री [illegible] Landholding Company [illegible]

उपरोक्त लेखक व श्री/श्रीमती/कुमारी [illegible] पहचान करता [illegible] प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री [illegible] निवासी [illegible] व श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी [illegible] निवासी [illegible] ने की। साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 14/05/2013

उप/सयुंक्त पंजीयन अधिकारी
गुड़गांव

This Exchange Deed (**Deed**) is executed at Gurgaon on this 15th day of May, 2013 (**Execution Date**) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Subsidiary II**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

2. **SA INFRACON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**SA Infracon**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

3. **RAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary II, SA Infracon and the Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

A. Subsidiary II, a wholly owned subsidiary of the Company, is the sole and absolute owner of, has full marketable, valid and subsisting title to, and exclusive possession over the land admeasuring 2.013 acres (16 Kanal 2 Marla) situated in Hayatpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (**Land A**).

B. The Director, Town and Country Planning, Haryana (**DTCP**) has granted SA Infracon, inter alia, the licence bearing no. 44 of 2009 to use the land admeasuring 61.775 acres situated in village Wazirpur and village Mewla, Haryana to develop a group housing scheme dated 2[illegible] August, 2009 (**License**) under Rule 13 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 61.775 acres of land in respect of which the DTCP has granted the License, SA Infracon, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 1.994 acres (15 Kanal 19 Marla) situated in village Mewla more particularly described in **Schedule B** of this Deed (**Land B**).

C. Subsidiary II and SA Infracon have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary II wishes to exchange the Land A for the Land B, and SA Infracon wishes to exchange the Land B for the Land A together with all associated rights to and in favour thereof.

D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. LC-1025-II-JE(VA)-2013/[illegible]) dated 17/04/2013 (**NOC**) to SA Infracon in respect of the transfer of Land B to Subsidiary II, pursuant to which Parties are executing this Deed (**NOC**).

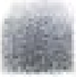
Reg. No.	Reg. Year	Book No.
[illegible]	2013-2014	1

प्रथम पक्ष

द्वितीय पक्ष

गवाह

उप / संयुक्त पंजीयन अधिकारी

प्रथम पक्ष	Rahul Gupta	
द्वितीय पक्ष	[illegible]	
गवाह	Satwan	
गवाह	Parveen	

E. In view of the above, the Parties now wish to record the terms and conditions of the exchange and transfer of the Land B and Land A to, and in favour of, Subsidiary I and SA Infracon, respectively under this Deed.

OPERATIVE TERMS

1. **TRANSFER AND EXCHANGE**

1.1. Subject to Clause 2, Subsidiary I hereby transfers the Land A to SA Infracon, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

1.2. SA Infracon, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, or appurtenances to the Land B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

2. **NO OBJECTION CERTIFICATE**

Subsidiary I and SA Infracon confirm that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Haryana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

3. **[INTENTIONALLY NOT USED]**

4. **REPRESENTATIONS AND WARRANTIES**

4.1. Each of the Parties hereby represents and warrants that:

(a) S/he has the absolute power and authority to execute this Deed and to carry out his/its obligations/undertakings hereunder;

(b) the execution of this Deed and the consummation of the transactions/undertakings contemplated hereby have been duly authorized by the board of directors of each of the corporate Parties, where applicable; and

(c) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which S/he is a party and would not be against any court order, judgment or decree applicable to S/her.

4.2. SA Infracon and Subsidiary I hereby represents and warrants that:

(a) S/he has clear and marketable title to the Land B or the Land A (as the case may be) (Land, for the purposes of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed;

Reg. No.	Reg. Year	Book No.
3,998	2012-2013	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,998 आज दिनांक 14/03/2013 को बही नं. 1 जिल्द नं. 13,039 के पृष्ठ नं. 4 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 2,303 के पृष्ठ संख्या 11 से 12 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और साक्षी ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 14/03/2013

उप/संयुक्त पंजीयन अधिकारी
[illegible]

(b) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever save and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Haryana;

(c) Subsidiary II or SA Infracon has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;

(d) there are no actions, suits or proceedings pending or for which Subsidiary II or SA Infracon, as the case may be, has received a notice or affecting their respective Lands or any portion thereof, or interest therein, or relating to or arising out of the ownership of the respective Land, in any court or before or by any federal, state, county or municipal department;

(e) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which SA Infracon will, or the Land B which the Subsidiary II will, acquire under this Deed including any power of attorney in respect of the Licensed Land or the Land A, as the case may be save and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land B;

(f) all taxes with respect to the Land B or the Land A have been paid in full through the Execution Date and any liability or claim arises in respect thereto relating to the period prior to the Execution Date shall be paid and borne by SA Infracon or the Subsidiary II, as the case may be;

(g) to the best of the knowledge of Subsidiary II or SA Infracon's, as the case may be, (a) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Land;

(h) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorise the execution of this Deed and the transactions/undertakings contemplated hereunder;

(i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and

(j) it/he has the power to enter into and perform the execution of this Deed.

5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the laws of India.

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

7. **COSTS**

The Parties agree and acknowledge that the stamp duty and registration fees, if any, applicable on this Deed shall be paid by the Company in the manner agreed between the Parties.

8. **SPECIFIC PERFORMANCE**

The Parties to this Deed agree that, to the extent permitted by applicable law, the rights and obligations of the Parties under this Deed shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

9. **AMENDMENTS**

No modification, alteration or amendment of the Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

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IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

Drafted by: [illegible] Advocate, Distt. Courts, Gurgaon

Name of Party and signatory	Signature
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED Authorised Signatory Name: Rahul Gupta	[signature]
S.A INFRACON PRIVATE LIMITED Authorised Signatory Name: Amit Yadav	[signature]
RAMPRASTHA SARE REALTY PRIVATE LIMITED Authorised Signatory Name: VINAY GARG	[signature]
Witnesses: 1. Name: [illegible] Address: [illegible]	[signature]
2. Name: PRAVEEN KUMAR Address: [illegible]	[signature]

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprastha Sare Landholding Company Two Pvt. Ltd.

Khewat/ Khata No- 248/301, Rect No- 60, Killa No- 10/2 (7-19), 11 (8-0), 20/1 (7-10), 1/2/1 (3-16), 21/1 (3-10), 22/2 (5-11), Kita -6 Area 33 Kanal 11 Marla Share is to the 332/671 which become 16 Kanal 2 Marla situated in Village Hayatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation No - 2590.

Schedule B
Description of Land B
Land situated in village Maska, Gurgaon, Haryana

M/s S.A. Infracon Pvt. Ltd.

Khewat/ Khata No- 102/173, Rect No- 1, Killa No- 14 (8-4), 17 (8-0), 18 (3-16), 22 (4-5), 23 (7-18), Kite - 5 Area 27 Kanal 3 Marla Share is to the 47/80 which become 15 Kanal 19 Marla situated in Village Maska Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation Nos – 1381, 1432 and 1434.