

STATE BANK OF INDIA

Sl. No. 592867

GSR / 001

## RECEIPT

National Road, Gurgaon (Haryana)

STATE BANK OF INDIA

Branch

Code No.

Received a sum of Rs. 14,25,500/-

(Rupees Fourteen Lac Twenty Five Thousand Five Hundred only)

from State Govt. Ramprastha Sava Land Holding Company  
Chandni Fire (P) Ltd. (only)payable at Norah Bellu DE UDI for credit to Government of Haryana  
account towards Stamp Duty

Date:

20 MAR 2013

Place:

GURGAON

(Signature of Authorized Officer)

## EXCHANGE DEED

|                   |                         |
|-------------------|-------------------------|
| Village           | Hayathpur and Wazirpur  |
| Tehsil & District | Gurgaon                 |
| Hayathpur         | 19 Kanal 15 Marla       |
| Wazirpur          | 19 Kanal 15 Marla       |
| Value             | Rs. 2,90,25,000/-       |
| Stamp Duty        | Rs. 34,74,500/-         |
| Stamp No. & Date  | 592867 (March 29, 2013) |
| Issued By         | State Bank of India     |

Signature of

By: 48

Date: 10-03-2013

Signature of

By: SIB P.S.G.N.

Signature of

By: SIB P.S.G.N.

year: 1955

Ref: 14852013

2018-2019

EXCHANGE OF PROPERTY OUTSIDE MC AREA

मार्ग/संख्या/संख्या/संख्या

1986/1987 1987/1988

www.oxfordjournals.org

राशि विवरण का योग कुल राशि 29,825,130.00 रुपये

बनारस जलवायु की श्रेणी: C4a (Subtropical)

उद्दिष्टांक: बीएस सी सी 15,000.00 रुपये

संख्या: २०००/२०००

1994, 40

अति १२००० करोड़

DOI: 10.1002/for

received by: 3/13/2016

Sanja Chavan, 2003-04 week

[illegible]

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

डा. / सहायक प्रोफेसर (अधिकांश)  
राजकोट

g) Karpasaka Neri Landholding Company Two Pvt. Ltd. (Kasaka Neri) (Kasaka Neri), Karpasaka Neri Landholding company  
Kasaka Neri Ltd. (Kasaka Neri)

संशोधन प्रमाण डी.डी./बीपीसी/एचपीसी Thru-Acc/Vials      जैविक हार्मोन है। इससे प्रत्येक से सभी को सभी को

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જિલ્લો: VPO કોડીંગ: ૪ કો-પ્રેસીડેન્ટ/સુપર: Panna પુર/કો-પ્રેસીડેન્ટ/સુપર: Madhya Pradesh જિલ્લો: 30, District Name:

संकेत : 1 को दो प्रश्नोत्तर/प्रयोगों में से एक में उत्तर दे तथा यह सही है, 2 को वाक्य सही है।

**WWW.LAWOFFICES**

ॐ नमो भगवते वासुदेवाय

This Exchange Deed (Deed) is executed at Gurgaon on this 14<sup>TH</sup> 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-11, 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 1.815 acres (14 Kanal 11 Marla) situated in 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 5 Marla) situated in 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, over also, the licence (bearing no. 58 of 2011) to use the land admeasuring 7.041 acres situated in village Washpur and village Meeki, Haryana to develop a group housing colony dated 21 July, 2011 (Licence) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 7.041 acres of land in respect of which the DTCP has granted the Licence, Ramprastha Greens, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 2.494 acres (20 Kanal 10



प्रधान मंत्री



द्वितीय मंत्री



मन्त्री



उप / सचिव / सचिव / सचिव

Marai situated in village Wairpur 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. 11-2633-D-E (V4)-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, customary 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, customary 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:
- (i) land mentioned in Part-1 of Land B admeasuring 5 Kanal 5 Marla is being transferred to Subsidiary II; and
- (ii) 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.



|           |            |                                                                                   |                  |
|-----------|------------|-----------------------------------------------------------------------------------|------------------|
| ग्राम नं० | हलदी चण्डा |  | <i>Soil</i>      |
| ग्राम नं० |            |                                                                                   |                  |
| ग्राम नं० | तीन-आठ यार |  | <i>Soil</i>      |
| ग्राम नं० | सुरमा      |  | <i>Safar</i>     |
| ग्राम नं० | परमा       |  | <i>Parmakuna</i> |

#### उपलब्ध-पत्र

प्रमाणित किया जाता है कि यह प्रवेश क्रमांक 3,855 आज दिनांक 14/05/2013 को जारी है। 1 मिल म 13,839 को  
पुनः नं० 7 का प्रमाणित किया गया कि इसकी पुनः प्रती प्रमाणित नहीं किया। 1 मिल म 2,805 को  
पुनः प्रमाण 20 से 31 का प्रमाणित नहीं। यह भी प्रमाणित किया जाता है कि 20 नवम्बर को प्रमाणित और  
प्रमाणों में सभी प्रमाणित/प्रमाणित प्रमाणित की जाने वाले हैं।

दिनांक 14/05/2013

डा. प्रमाणित प्रमाणित प्रमाणित  
प्रमाणित

2. [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 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 it/he is a party and would not be against any court order, judgment or decree applicable to it/him.

4.2. Subsidiary R, 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, 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, Karnataka;
- (c) Subsidiary R, 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 R, 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 R and Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Unleased 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 thereof relating to the period prior to the Execution Date shall be paid and borne by Ramprastha Greens or the Subsidiary R and Subsidiary V, as the case may be;







- (g) to the best of the knowledge of Subsidiary I, Subsidiary V or Ramnatha 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.

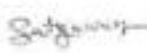
## 9. AMENDMENTS

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:

| Name of Party and signatory                                                                                | Signature                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RAMPRASTHA SARE LANDHOLDING COMPANY<br>TWO PRIVATE LIMITED<br>Authorized Signatory<br>Name: Rakesh Gukhta  | <br>Drafted By: <br>Witnessed By: <br>Date: Deoria, U.P. |
| RAMPRASTHA SARE LANDHOLDING COMPANY<br>FIVE PRIVATE LIMITED<br>Authorized Signatory<br>Name: Rakesh Gukhta |                                                                                                                                                                                                                            |
| RAMPRASTHA GREENS PRIVATE LIMITED<br>Authorized Signatory<br>Name: Anil Yadav                              |                                                                                                                                                                                                                            |
| RAMPRASTHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: Vinay Gukta                        |                                                                                                                                                                                                                            |
| Witnesses:<br>1. Name: SATYAWAN<br>Address: V.P. - GABLI<br>Dist - JHARKHAND                               |                                                                                                                                                                                                                            |
| 2. Name: Purnan Kumar<br>Address: Krishna Nagar<br>Purnia                                                  |                                                                                                                                                                                                                           |



Schedule A

PART A

Description of Land A

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

Khasat / Khata No- 166/432, Rect No- 26 Kila No- 11 (3-5), 20/1(5-16), 21/2(2-8), 22(8-0), Rect No- 61, Kila No- 6/1 (5-6), 6/3(8-10), 2(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), 2/1(4-9), 2/3 (1-4), 4/2(7-18), Kila - 15 Area 75 Kanal 10 Marla share is to the 1/28 which become 1 Kanal 11 Marla.

Khasat/Khata No- 270/125, Rect No- 26, Kila No - 18/1 (2-13), 24/1(2-15), 24/3(3-0) Rect No- 03, Kila No - 10(8-0), 11(8-0), 19(8-0), Kila - 5 Area 32 Kanal 8 Marla share is to the 78/648 which become 3Kanal 14 Marla.

Total 5 Kanal 9 Marla situated in village Hysapur Tehsil & District Gurgaon vide Jamabandi Year- 2024-05 and Mutation Nos- 1097/1, 2598, 2628.

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

Khasat Khata No- 88/100, Rect No- 27, Kila No- 21/1 (5-2), Kila - 3 Area 8 Kanal 2 Marla Section  
Khasat Khata No. 213/284 Rect No. 29, Kila 1/2 (4-18), 4(8-0), 5/1(4-0), Kila 3 Area 16 Kanal 28 Marla share 1/2 which become 8 Kanal 9 Marla situated in village Hysapur Tehsil & District Gurgaon vide Jamabandi Year- 2025-05 and Mutation No. 2899

Grand Total Area 19 Kanal 16 Marla





**Schedule B**

**Description of Land B**

**Land situated in village Wadipur, Gurgaon Haryana**

**Part 1**

**M/s Ramgresha Greens Pvt. Ltd.**

Khasra/ Khata No- 139/200, Plot No- 01, Kila No- 13 (8-0), 14(8-0), 17/2(3-19), 12/2 (8-0), 12/3(1-8), 19 (8-0), 20 (3-14), 21/1 (8-0), 1/3min (0-5), 6/1 (10-12), 9/2 (3-9) Kila - 11 area 42 Kanal 15 Marla share is to the 139/890 which become 5 Kanal 5 Marla situated in Village Wadipur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 2412, 2415 and 2367, Transfer to Company No. 2

**PART 2**

Khasra/ Khata No- 139/200, Plot No- 01, Kila No- 13 (8-0), 14(8-0), 17/2(3-19), 12/2 (8-0), 12/3(1-8), 19 (8-0), 20 (3-14), 21/1 (8-0), 1/3min (0-5), 6/1 (10-12), 9/2 (3-9) Kila - 11 area 42 Kanal 15 Marla share is to the 139/890 which become 14 Kanal 14 Marla situated in Village Wadipur Tehsil & District Gurgaon Jamabandi Year 2001-02 and Mutation No- 2412, 2415 and 2367, Transfer to Company No. 5

**Total Area 19 Kanal 19 Marla**







| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 1  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |

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11-5-22

*[Signature]*

TO THE CHURCH AND  
THE PEOPLE OF THE  
CITY OF NEW YORK

1. The Church and the People of the City of New York  
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*[Faint handwritten notes and calculations are visible across the page, including numbers like 100, 150, and various mathematical symbols.]*











10/10

Sample

| Table 1: Summary of Data |       |     |       |          |          |          |           |           |                  |
|--------------------------|-------|-----|-------|----------|----------|----------|-----------|-----------|------------------|
| Year                     | Month | Day | Time  | Location | Activity | Duration | Frequency | Intensity | Notes            |
| 2010                     | Jan   | 1   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Initial survey   |
| 2010                     | Jan   | 2   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 3   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 4   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 5   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 6   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 7   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 8   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 9   | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 10  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 11  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 12  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 13  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 14  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 15  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 16  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 17  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 18  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 19  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 20  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 21  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 22  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 23  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 24  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 25  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 26  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 27  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 28  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 29  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 30  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |
| 2010                     | Jan   | 31  | 10:00 | Field    | Survey   | 2h       | 1         | Low       | Continued survey |

Table 1: Summary of Data

| Station | Time  | Remarks            | Time | Remarks            |
|---------|-------|--------------------|------|--------------------|
| 1       | 10:00 | Start of trip      | 1    | Start of trip      |
| 2       | 10:15 | Arrived at station | 2    | Arrived at station |
| 3       | 10:30 | Left station       | 3    | Left station       |
| 4       | 10:45 | Arrived at station | 4    | Arrived at station |
| 5       | 11:00 | Left station       | 5    | Left station       |
| 6       | 11:15 | Arrived at station | 6    | Arrived at station |
| 7       | 11:30 | Left station       | 7    | Left station       |
| 8       | 11:45 | Arrived at station | 8    | Arrived at station |
| 9       | 12:00 | Left station       | 9    | Left station       |
| 10      | 12:15 | Arrived at station | 10   | Arrived at station |
| 11      | 12:30 | Left station       | 11   | Left station       |
| 12      | 12:45 | Arrived at station | 12   | Arrived at station |
| 13      | 13:00 | Left station       | 13   | Left station       |
| 14      | 13:15 | Arrived at station | 14   | Arrived at station |
| 15      | 13:30 | Left station       | 15   | Left station       |
| 16      | 13:45 | Arrived at station | 16   | Arrived at station |
| 17      | 14:00 | Left station       | 17   | Left station       |
| 18      | 14:15 | Arrived at station | 18   | Arrived at station |
| 19      | 14:30 | Left station       | 19   | Left station       |
| 20      | 14:45 | Arrived at station | 20   | Arrived at station |
| 21      | 15:00 | Left station       | 21   | Left station       |
| 22      | 15:15 | Arrived at station | 22   | Arrived at station |
| 23      | 15:30 | Left station       | 23   | Left station       |
| 24      | 15:45 | Arrived at station | 24   | Arrived at station |
| 25      | 16:00 | Left station       | 25   | Left station       |
| 26      | 16:15 | Arrived at station | 26   | Arrived at station |
| 27      | 16:30 | Left station       | 27   | Left station       |
| 28      | 16:45 | Arrived at station | 28   | Arrived at station |
| 29      | 17:00 | Left station       | 29   | Left station       |
| 30      | 17:15 | Arrived at station | 30   | Arrived at station |
| 31      | 17:30 | Left station       | 31   | Left station       |
| 32      | 17:45 | Arrived at station | 32   | Arrived at station |
| 33      | 18:00 | Left station       | 33   | Left station       |
| 34      | 18:15 | Arrived at station | 34   | Arrived at station |
| 35      | 18:30 | Left station       | 35   | Left station       |
| 36      | 18:45 | Arrived at station | 36   | Arrived at station |
| 37      | 19:00 | Left station       | 37   | Left station       |
| 38      | 19:15 | Arrived at station | 38   | Arrived at station |
| 39      | 19:30 | Left station       | 39   | Left station       |
| 40      | 19:45 | Arrived at station | 40   | Arrived at station |
| 41      | 20:00 | Left station       | 41   | Left station       |
| 42      | 20:15 | Arrived at station | 42   | Arrived at station |
| 43      | 20:30 | Left station       | 43   | Left station       |
| 44      | 20:45 | Arrived at station | 44   | Arrived at station |
| 45      | 21:00 | Left station       | 45   | Left station       |
| 46      | 21:15 | Arrived at station | 46   | Arrived at station |
| 47      | 21:30 | Left station       | 47   | Left station       |
| 48      | 21:45 | Arrived at station | 48   | Arrived at station |
| 49      | 22:00 | Left station       | 49   | Left station       |
| 50      | 22:15 | Arrived at station | 50   | Arrived at station |
| 51      | 22:30 | Left station       | 51   | Left station       |
| 52      | 22:45 | Arrived at station | 52   | Arrived at station |
| 53      | 23:00 | Left station       | 53   | Left station       |
| 54      | 23:15 | Arrived at station | 54   | Arrived at station |
| 55      | 23:30 | Left station       | 55   | Left station       |
| 56      | 23:45 | Arrived at station | 56   | Arrived at station |
| 57      | 24:00 | Left station       | 57   | Left station       |
| 58      | 24:15 | Arrived at station | 58   | Arrived at station |
| 59      | 24:30 | Left station       | 59   | Left station       |
| 60      | 24:45 | Arrived at station | 60   | Arrived at station |
| 61      | 25:00 | Left station       | 61   | Left station       |
| 62      | 25:15 | Arrived at station | 62   | Arrived at station |
| 63      | 25:30 | Left station       | 63   | Left station       |
| 64      | 25:45 | Arrived at station | 64   | Arrived at station |
| 65      | 26:00 | Left station       | 65   | Left station       |
| 66      | 26:15 | Arrived at station | 66   | Arrived at station |
| 67      | 26:30 | Left station       | 67   | Left station       |
| 68      | 26:45 | Arrived at station | 68   | Arrived at station |
| 69      | 27:00 | Left station       | 69   | Left station       |
| 70      | 27:15 | Arrived at station | 70   | Arrived at station |
| 71      | 27:30 | Left station       | 71   | Left station       |
| 72      | 27:45 | Arrived at station | 72   | Arrived at station |
| 73      | 28:00 | Left station       | 73   | Left station       |
| 74      | 28:15 | Arrived at station | 74   | Arrived at station |
| 75      | 28:30 | Left station       | 75   | Left station       |
| 76      | 28:45 | Arrived at station | 76   | Arrived at station |
| 77      | 29:00 | Left station       | 77   | Left station       |
| 78      | 29:15 | Arrived at station | 78   | Arrived at station |







राजिस्ट्रार इंतवकाबल

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| Date |       | Time |      | Place  |          | Remarks  |           | Remarks  |         | Remarks |         | Remarks |  |
|------|-------|------|------|--------|----------|----------|-----------|----------|---------|---------|---------|---------|--|
| Day  | Month | Year | Hour | Minute | Location | Altitude | Direction | Distance | Remarks | Remarks | Remarks | Remarks |  |
| 1    | 1     | 1950 | 10   | 15     | 1000 ft  | 1000 ft  | 1000 ft   | 1000 ft  | 1000 ft | 1000 ft | 1000 ft | 1000 ft |  |
| 2    | 2     | 1950 | 11   | 16     | 1100 ft  | 1100 ft  | 1100 ft   | 1100 ft  | 1100 ft | 1100 ft | 1100 ft | 1100 ft |  |
| 3    | 3     | 1950 | 12   | 17     | 1200 ft  | 1200 ft  | 1200 ft   | 1200 ft  | 1200 ft | 1200 ft | 1200 ft | 1200 ft |  |
| 4    | 4     | 1950 | 13   | 18     | 1300 ft  | 1300 ft  | 1300 ft   | 1300 ft  | 1300 ft | 1300 ft | 1300 ft | 1300 ft |  |
| 5    | 5     | 1950 | 14   | 19     | 1400 ft  | 1400 ft  | 1400 ft   | 1400 ft  | 1400 ft | 1400 ft | 1400 ft | 1400 ft |  |
| 6    | 6     | 1950 | 15   | 20     | 1500 ft  | 1500 ft  | 1500 ft   | 1500 ft  | 1500 ft | 1500 ft | 1500 ft | 1500 ft |  |
| 7    | 7     | 1950 | 16   | 21     | 1600 ft  | 1600 ft  | 1600 ft   | 1600 ft  | 1600 ft | 1600 ft | 1600 ft | 1600 ft |  |
| 8    | 8     | 1950 | 17   | 22     | 1700 ft  | 1700 ft  | 1700 ft   | 1700 ft  | 1700 ft | 1700 ft | 1700 ft | 1700 ft |  |
| 9    | 9     | 1950 | 18   | 23     | 1800 ft  | 1800 ft  | 1800 ft   | 1800 ft  | 1800 ft | 1800 ft | 1800 ft | 1800 ft |  |
| 10   | 10    | 1950 | 19   | 24     | 1900 ft  | 1900 ft  | 1900 ft   | 1900 ft  | 1900 ft | 1900 ft | 1900 ft | 1900 ft |  |
| 11   | 11    | 1950 | 20   | 25     | 2000 ft  | 2000 ft  | 2000 ft   | 2000 ft  | 2000 ft | 2000 ft | 2000 ft | 2000 ft |  |
| 12   | 12    | 1950 | 21   | 26     | 2100 ft  | 2100 ft  | 2100 ft   | 2100 ft  | 2100 ft | 2100 ft | 2100 ft | 2100 ft |  |
| 13   | 13    | 1950 | 22   | 27     | 2200 ft  | 2200 ft  | 2200 ft   | 2200 ft  | 2200 ft | 2200 ft | 2200 ft | 2200 ft |  |
| 14   | 14    | 1950 | 23   | 28     | 2300 ft  | 2300 ft  | 2300 ft   | 2300 ft  | 2300 ft | 2300 ft | 2300 ft | 2300 ft |  |
| 15   | 15    | 1950 | 24   | 29     | 2400 ft  | 2400 ft  | 2400 ft   | 2400 ft  | 2400 ft | 2400 ft | 2400 ft | 2400 ft |  |
| 16   | 16    | 1950 | 25   | 30     | 2500 ft  | 2500 ft  | 2500 ft   | 2500 ft  | 2500 ft | 2500 ft | 2500 ft | 2500 ft |  |
| 17   | 17    | 1950 | 26   | 31     | 2600 ft  | 2600 ft  | 2600 ft   | 2600 ft  | 2600 ft | 2600 ft | 2600 ft | 2600 ft |  |
| 18   | 18    | 1950 | 27   | 32     | 2700 ft  | 2700 ft  | 2700 ft   | 2700 ft  | 2700 ft | 2700 ft | 2700 ft | 2700 ft |  |
| 19   | 19    | 1950 | 28   | 33     | 2800 ft  | 2800 ft  | 2800 ft   | 2800 ft  | 2800 ft | 2800 ft | 2800 ft | 2800 ft |  |
| 20   | 20    | 1950 | 29   | 34     | 2900 ft  | 2900 ft  | 2900 ft   | 2900 ft  | 2900 ft | 2900 ft | 2900 ft | 2900 ft |  |
| 21   | 21    | 1950 | 30   | 35     | 3000 ft  | 3000 ft  | 3000 ft   | 3000 ft  | 3000 ft | 3000 ft | 3000 ft | 3000 ft |  |
| 22   | 22    | 1950 | 31   | 36     | 3100 ft  | 3100 ft  | 3100 ft   | 3100 ft  | 3100 ft | 3100 ft | 3100 ft | 3100 ft |  |
| 23   | 23    | 1950 | 32   | 37     | 3200 ft  | 3200 ft  | 3200 ft   | 3200 ft  | 3200 ft | 3200 ft | 3200 ft | 3200 ft |  |
| 24   | 24    | 1950 | 33   | 38     | 3300 ft  | 3300 ft  | 3300 ft   | 3300 ft  | 3300 ft | 3300 ft | 3300 ft | 3300 ft |  |
| 25   | 25    | 1950 | 34   | 39     | 3400 ft  | 3400 ft  | 3400 ft   | 3400 ft  | 3400 ft | 3400 ft | 3400 ft | 3400 ft |  |
| 26   | 26    | 1950 | 35   | 40     | 3500 ft  | 3500 ft  | 3500 ft   | 3500 ft  | 3500 ft | 3500 ft | 3500 ft | 3500 ft |  |
| 27   | 27    | 1950 | 36   | 41     | 3600 ft  | 3600 ft  | 3600 ft   | 3600 ft  | 3600 ft | 3600 ft | 3600 ft | 3600 ft |  |
| 28   | 28    | 1950 | 37   | 42     | 3700 ft  | 3700 ft  | 3700 ft   | 3700 ft  | 3700 ft | 3700 ft | 3700 ft | 3700 ft |  |
| 29   | 29    | 1950 | 38   | 43     | 3800 ft  | 3800 ft  | 3800 ft   | 3800 ft  | 3800 ft | 3800 ft | 3800 ft | 3800 ft |  |
| 30   | 30    | 1950 | 39   | 44     | 3900 ft  | 3900 ft  | 3900 ft   | 3900 ft  | 3900 ft | 3900 ft | 3900 ft | 3900 ft |  |
| 31   | 31    | 1950 | 40   | 45     | 4000 ft  | 4000 ft  | 4000 ft   | 4000 ft  | 4000 ft | 4000 ft | 4000 ft | 4000 ft |  |



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1. Define a group.  
 2. State the properties of a group.  
 3. Give an example of a group.  
 4. Explain the importance of groups.  
 5. Discuss the role of groups in mathematics.

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## राजिस्टर इन्सुलकान

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |



## रजिस्टर मुद्रांकान्

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| Year | Month | Day | Time  | Location | Remarks | Remarks | Remarks |
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| 1978 | Jan   | 1   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 2   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 3   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 4   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 5   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 6   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 7   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 8   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 9   | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 10  | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 11  | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 12  | 10:00 | 1000     | 1000    | 1000    | 1000    |
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| 1978 | Jan   | 16  | 10:00 | 1000     | 1000    | 1000    | 1000    |
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| 1978 | Jan   | 18  | 10:00 | 1000     | 1000    | 1000    | 1000    |
| 1978 | Jan   | 19  | 10:00 | 1000     | 1000    | 1000    | 1000    |
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| 1978 | Jan   | 27  | 10:00 | 1000     | 1000    | 1000    | 1000    |
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| 1910 | Jan   | 1   | 10:00 | St. John's | St. John's |
| 1910 | Jan   | 2   | 10:00 | St. John's | St. John's |
| 1910 | Jan   | 3   | 10:00 | St. John's | St. John's |
| 1910 | Jan   | 4   | 10:00 | St. John's | St. John's |
| 1910 | Jan   | 5   | 10:00 | St. John's | St. John's |
| 1910 | Jan   | 6   | 10:00 | St. John's | St. John's |
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185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000 |
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| Time  | Location | Remarks | Remarks |
|-------|----------|---------|---------|
| 10:00 | 100      | 100     | 100     |
| 10:10 | 100      | 100     | 100     |
| 10:20 | 100      | 100     | 100     |
| 10:30 | 100      | 100     | 100     |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |



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1. Name of the person or persons to whom the property is being transferred  
 2. Address of the person or persons to whom the property is being transferred  
 3. Description of the property being transferred  
 4. Date of the transfer  
 5. Signature of the person or persons making the transfer  
 6. Signature of the person or persons receiving the property  
 7. Notary Public  
 8. State of \_\_\_\_\_  
 9. County of \_\_\_\_\_  
 10. City of \_\_\_\_\_

| Name of the person or persons to whom the property is being transferred | Address of the person or persons to whom the property is being transferred | Description of the property being transferred | Date of the transfer | Signature of the person or persons making the transfer | Signature of the person or persons receiving the property | Notary Public | State of _____ | County of _____ | City of _____  |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------|----------------------|--------------------------------------------------------|-----------------------------------------------------------|---------------|----------------|-----------------|----------------|
| John Doe                                                                | 123 Main St, Anytown, CA 90210                                             | 100 shares of common stock of ABC Corporation | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | CA             | San Diego       | San Diego      |
| Jane Smith                                                              | 456 Oak Ave, Somewhere, TX 75001                                           | 50 shares of common stock of XYZ Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | TX             | Dallas          | Dallas         |
| Bob Johnson                                                             | 789 Elm St, Nowhere, NY 10001                                              | 25 shares of common stock of DEF Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | NY             | New York        | New York       |
| Alice Brown                                                             | 101 Pine St, Anywhere, FL 32101                                            | 10 shares of common stock of GHI Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | FL             | Miami           | Miami          |
| Charlie Davis                                                           | 202 Cedar St, Somewhere, WA 98001                                          | 75 shares of common stock of JKL Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | WA             | Seattle         | Seattle        |
| Diana Evans                                                             | 303 Birch St, Nowhere, AZ 85001                                            | 15 shares of common stock of MNO Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | AZ             | Phoenix         | Phoenix        |
| Frank Green                                                             | 404 Spruce St, Anywhere, CO 80001                                          | 30 shares of common stock of PQR Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | CO             | Denver          | Denver         |
| Grace Hill                                                              | 505 Ash St, Somewhere, UT 84001                                            | 20 shares of common stock of STU Corporation  | 12/15/2023           | [Signature]                                            | [Signature]                                               | [Signature]   | UT             | Salt Lake City  | Salt Lake City |

Total of \_\_\_\_\_ shares of common stock of \_\_\_\_\_ Corporation transferred to \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

12/15/23  
 [Signature]

12/15/23  
 [Signature]

[Signature]  
 [Signature]  
 [Signature]





ERIN HARYANA

30AA 064494

Exc Deed No 3955

Date 14/1/13

Attested  
for Sub Registrar  
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| L. No.                 | 35258 |
| Amount                 | 10    |
| Purpose/Use            | for   |
| March 1944 State Index |       |
| Bureau (March)         |       |



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EXCHANGE DEED

|                   |                       |
|-------------------|-----------------------|
| Village           | Hayagar and Waragar   |
| Tehsil & District | Gurgaon               |
| Hayagar           | 19 Kanb 15 Marla      |
| Waragar           | 19 Kanb 15 Marla      |
| Value             | Rs. 2,50,25,000/-     |
| Stamp Duty        | Rs. 14,24,500/-       |
| Stamp No. & Date  | 882867 March 29, 2014 |
| Issued By         | State Bank of India   |

Attested

for the Registrar  
 06 SEP 2014

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for R.C.



The Exchange Debt (Deed) is executed at Gurgaon on this 1<sup>st</sup> day of May, 2013 (Exemption held) by and amongst:

1. **RAMPRASHTHA 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. **RAMPRASHTHA 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. **RAMPRASHTHA GREENS PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, 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. **RAMPRASHTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, 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 measuring 1.811 acres (18 Kanal 11 Marla) situated in Huda, 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 measuring 0.150 acres (3 Kanal 1 Marla) situated in Huda, 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" measuring 2.071 acres (20 Kanal 12 Marla).
- B. The District, Town and Country Planning, Haryana (DTCP) has granted Ramprastha Greens, after plan, the license (granting no. 44 of 2012) to use the land measuring 1.942 acres situated in village Wazirpur and village Bawana, Haryana to develop a group housing colony dated 21 July, 2012 (License) under rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1986. Of such 1.942 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 measuring 2.436 acres (25 Kanal 12

AMENDED

By Special Power of Attorney

10.5 SEP 2014

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Reg. No.

Reg. Year

Book No.

Date

Page No.



DR. P. K. SINGH



DR. P. K. SINGH



DR. P. K. SINGH



DR. P. K. SINGH

Marla shown in village map but more particularly described in Schedule B of this Deed (Land B).

Subsidiary II, Subsidiary V and Rampratha 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 Rampratha Greens wishes to exchange the Land B for the Land A together with all associated rights to and in favor thereof in accordance with this Deed.

Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the DCP has granted a no objection certificate Memo No. 42-1615-S-E (D4)-2013/96804 dated 17/04/2013 (NOC) to Rampratha Greens in respect of the transfer of Land B to Subsidiary II and Subsidiary V, pursuant to which Parties are executing this Deed.

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 Rampratha 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 Rampratha Greens, together with the rights, title and interest therein, with all the benefits, advantages, tenements, easements, hereditaments, voluntary 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. Rampratha Greens, subject to Clause 2, hereby transfers Part 1 of Land B comprising 5 Kanal 5 Marla to Subsidiary II and Part 2 of Land B comprising 13 Kanal 14 Marla to Subsidiary V, together with the rights, title and interest therein, with all the benefits, advantages, tenements, easements, hereditaments, voluntary 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 comprising 5 Kanal 5 Marla is being transferred to Subsidiary II; and
- (b) land mentioned in Part 2 of Land B comprising 13 Kanal 14 Marla is being transferred to Subsidiary V.

##### 2. NO OBJECTION CERTIFICATE

Subsidiary II, Subsidiary V and Rampratha Greens 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 other rules and regulations.

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& signed copies  
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S. No. Reg. Year Book No.

1201 2013-2014

1

100101 Subodh Gupta



*Subodh Gupta*

100102

100103 Dinesh Kumar



*Dinesh Kumar*

100104 Dinesh



*Dinesh*

100105 Dinesh



*Dinesh Kumar*

पृष्ठ-58

अधिकांश विद्यार्थी बताते हैं कि वे अपने करियर 1995 के बाद शुरू किया। 14/05/2013 को श्री ए. 1 विभाग में 11,600 को  
एच. ए. 2 का लेखिका विभाग गया। वे अपने करियर में अपने अधिकांश करियर में 1 विभाग में 1,900 को  
एच. ए. 3 में 31 का निर्देश करते हैं। वे भी अधिकांश विभाग बताते हैं कि वे अपने करियर में अधिकांश करियर  
में अपने करियर/विभाग में अपने करियर में।

दिनांक: 14/05/2013

श्री/श्रीमती श्री/श्रीमती  
पुणे

[INTENTIONALLY NOT USED]

REPRESENTATIONS AND WARRANTIES

Each of the Parties hereto represents and warrants that:

- (a) it/he has the absolute power and authority to execute this Deed and to carry out its/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 it/he is a party and would not be against any court order, judgment or decree applicable to it/he.

Subsidiary A, Subsidiary V and Ramprotha 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) (here, for the purposes of this Clause A) 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 arbitration proceedings of any kind whatsoever now and except the mortgage created by the Company in relation to Land B by way of deposit of title deeds with the Corporate Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Housing, Harare;
- (c) Subsidiary A, Subsidiary V or Ramprotha 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 A, Subsidiary V or Ramprotha Greens, as the case may be, has received a notice or effecting the Land or are pending thereof, an 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 Ramprotha Greens will, or the Land B which the Subsidiary A and Subsidiary V will, acquire under this Deed including any power of attorney in respect of the concerned Land or the Land A, as the case may be, now and except rights created by Company in favour of the first buyer under respective sale buyer agreements for Land B;
- (f) all taxes with regard to the Land B or the Land A have been paid in full through the Deed date and any liability or claim arisen in respect thereof relating to the period prior to the Deed date shall be paid and borne by Ramprotha Greens or the Subsidiary V and Subsidiary A, as the case may be.

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05 SEP 2014





- (c) to the best of the knowledge of Subsidiary U, Subsidiary V or Kamprantha Limited, as the case may be, (a) no prior owner or any later or tenant or operator of the land, not generated, derived, transferred, disposed of, used, caused to be used, or permitted (the use of hazardous materials in, on or about the land either then or subsequent with applicable environmental laws, and (b) no hazardous materials are currently, or have ever been, stored at, on, at, under or about the land;
- (d) no other corporate or other proceedings, demands, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (e) upon execution herof, this Deed will constitute legal, valid and binding obligations on him/it; and
- (f) it/he has the power to enter into and perform the execution of this Deed.

#### 6. **GOVERNING LAW**

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

#### 7. **JURISDICTION**

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

#### 8. **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.

#### 9. **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.

#### 10. **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.

ADDITIONAL  
As per copy  
05 SEP 2014

Consistent with original  
& legal documents  
h  
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:

Witnessed by:  
 Mohit K. Choudhary  
 Notary Public for India

| Name of Party and signatory                                                                                           | Signature          |
|-----------------------------------------------------------------------------------------------------------------------|--------------------|
| KAMPRASHTHA SARE LANDHOLDING COMPANY<br>TWO PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>M. Prakash Gurbak</i> | <i>[Signature]</i> |
| KAMPRASHTHA SARE LANDHOLDING COMPANY<br>FIVE PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Kishor Gurbak</i>    | <i>[Signature]</i> |
| KAMPRASHTHA GREENS PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Rishi Yadav</i>                                | <i>[Signature]</i> |
| KAMPRASHTHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Vijay Singh</i>                           | <i>[Signature]</i> |
| Witnessed:<br>1. Name: <i>Satish Kumar</i><br>Address: <i>1/1, (A-11)<br/>New 22nd, 23rd</i>                          | <i>[Signature]</i> |
| 2. Name: <i>Pawan Kumar</i><br>Address: <i>1/1, (A-11)<br/>New 22nd, 23rd</i>                                         | <i>[Signature]</i> |

Attest  
*[Signature]*

05 SEP 2014

Co-Witness original  
 & Notary Public for India

*[Signature]*  
 N.C.



Schedule A

PART A

Description of Land A

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

Plot No / Khata No - 308/04, Plot No-26 Sita No-11 (1-11, 20/15-94), 21/2(2-4), 22/9-41, Plot No-4, KRa No-3/1 (5-6), 5/50(1-1), 7/8-41, Plot No-42, KRa No-1/1 (7-16), 10/1 (2-4), 10/9 (4-15), 11 (7-11), 12/7-11, 2/114-96, 2/3 (1-5), 9/2(7-18), 409-15 Area 75 Kanal 20 Marla share is to the 1/98 which become 1 Kanal 11 Marla.

Plot No/Khata No- 210/115, Plot No- 28, KRa No- 10/1 (2-13), 21/1(2-15), 24/9(3-4) Plot No- 65, KRa No- 10/4-01, 11/9-01, 11/10-1, 11/11-5 Area 32 Kanal 8 Marla share is to the 70/948 which become 2 Kanal 14 Marla.

Total 5 Kanal 5 Marla situated in village Hyattar Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No- 1997/3, 2596, 2918.

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

Plot No/ Khata No- 68/200, Plot No- 27, KRa No- 21/1 (9-10), 014-1 Area 6 Kanal 2 Marla Suban  
Plot No/ Khata No- 215/284 Plot No- 29, KRa 3/2 94-18), 4/8(1), 5/10-01, KRa 3 Area 18 Kanal 18 Marla share 1/2 which become 8 Kanal 8 Marla situated in village Hyattar Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No. 2891.

Grand Total Area 38 Kanal 18 Marla

Attested  
By Rampradha Sare  
05 SEP 2014

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Page 2  
P.L.C.



Schedule B

Description of Land B

Land situated in Village Wadpur, Surgeon Hospital

Part 1

M/s. Ranprastha Group Pvt. Ltd.

Survey/ Khata No- 136/200, Plot No- 01, Area No- 11 (8-0), 14 (8-0), 17 (2) 13, 18, 12/2 (8-0), 12/31 (8-0), 13 (8-0), 20 (5-58), 21/1 (8-0), 1/3 (8-0), 4/1 (10-12), 5/2 (10-5) Area - 23, area 42 Kanal 15 Marks share it to the 305/991 which became 5 Kanal 5 Marks situated in Village Wadpur Tehsil & District Surgeon vide Jansahel Year 2001-02 and Mutation No- 2452, 2455 and 2467, Transfer to Company No. 1

Part 2

Survey/ Khata No- 136/200, Plot No- 01, Area No- 11 (8-0), 14 (8-0), 17 (2) 13, 18, 12/2 (8-0), 12/31 (8-0), 13 (8-0), 20 (3-14), 21/1 (8-0), 1/3 (8-0), 4/1 (10-12), 5/2 (10-5) Area - 11, area 42 Kanal 15 Marks share it to the 305/991 which became 15 Kanal 14 Marks situated in Village Wadpur Tehsil & District Surgeon Jansahel Year 2001-02 and Mutation No- 2452, 2455 and 2467, Transfer to Company No. 5.

Total Area 19 Kanal 15 Marks

105-esp 2014

with original





**STATE BANK OF INDIA**

Sl. No.

GSR/001-267658

**RECEIPT**

STATE BANK OF INDIA

RECEIVED

STATE BANK OF INDIA

STATE BANK OF INDIA

Received of Rs.

(Rupees)

and Six hundred

only

Rt Hon. S. R. D. S. R.

Signature of

STATE BANK OF INDIA

Government of Mysore

Date

Place

**GURGAON**

तबादलाना

किला बरीवा

स्टाम्प

स्टाम्प रसीद नं०

स्टाम्प जारीवा

स्टाम्प जारीकर्ता

हयातपुर

पन्ना

1 तबादलाना  
2 27.15.600/- रुपये  
3 GSR/001-267658  
4 07.10.2010  
5 636, Mehrauli Road, Gurgaon  
6 64 पन्ना 17 मरला  
7 हयातपुर

13375251

Form No. 10/12  
Hall No. 10/12  
Date 14/10/11



मैसर्स ओसकाल लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर प्रभु) व मैसर्स इन्फोस प्रोस्ट्रीज प्रा० लि० (मिकर डिपॉजिट) 80सी, ए.डी. ब्लॉक पीतम्पुरा, दिल्ली (कॉन्फेरेट ऑफिस 308, 309, विपुल जयपुरा बिल्डिंग, एमजी रोड, गुडगावा) मैसर्स एकमी विलडवेल प्रा० लि० (मिकर कृतीय) व मैसर्स ओरिज लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर कृतीय) व मैसर्स फोरसून लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर वंशम्) व मैसर्स ऐतिगेन्ट लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर प्रभु) व मैसर्स मर्लिंग लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर प्रभु) मैसर्स जेको लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर कृतीय) व मैसर्स नेपचून लेण्ड एण्ड हाउसिंग प्रा० लि० (मिकर नरम) व मैसर्स ओरिज इन्फ्रास्ट्रक्चर प्रा० लि० (मिकर प्रभु) कॉन्फेरेट ऑफिस जे-10/5, ओएल.एच. फ्ल-2, एम.जी. रोड, गुडगावा बजटिवे अडिक्ल प्रतियोगि श्री जितेन्द्र सिंह पुत्र श्री मोहन सिंह निवासी गणग नं० 1157, रीक्टर-18, खेरीका हरिवन्श (फरीक जयल) व मैसर्स रामप्रसाद सारे लेण्ड डेवलपिंग कम्पनी प्रा० लि०, जे-10, सी-ब्लॉक मर्लिंग, बका विहार, नई दिल्ली बजटिवे अडिक्ल कम्पनी प्रतियोगि श्री जोगिन्द्र सिंह पुत्र एच० श्री जोशिवार सिंह निवासी गणग गाडीनो मुर्द एडसील व जिला गुडगावा (फरीक वंशम्) जे है।

यह जे प्रथम था जहाजी जहाई सेंट/खाता नम्बर 233/294 मु० नं० 29 किला नं० 3/2(4-18) 4(9-0) 5/1(4-0), किला 3 रकबा 15 कनाल 18 सरला का 252/538 मान बकरद 7 कनाल 18 सरला (मिकर प्रभु) व सेंट/खाता नम्बर 200/344 मु० नं० 13 किला नं० 13/1(8-16) किला 1 रकबा 8 कनाल 16 सरला का 1/9 मान बकरद 1 कनाल 6 सरला (मिकर डिपॉजिट) व सेंट/खाता नम्बर 88/100 मु० नं० 27 किला नं० 21(1-1)

*Prakash*

*S*



किला 1 रकबा 7 कनाल 7 मरला सालम (मिकर तृतीय) व खेपट/खाता  
 नम्बर 260/314 मु० नं० 19 किला नं० 13/1(8-18) किला 1 रकबा 8  
 कनाल 18 मरला का 8/9 भाग बकदर 7 कनाल 15 मरला (मिकर चतुर्थ) व  
 खेपट/खाता नम्बर 239/284 मु० नं० 29 किला नं० 3/2(4-18),  
 4(8-0), 5/1(4-0), किला 3 रकबा 16 कनाल 18 मरला का 126/538 भाग  
 बकदर 3 कनाल 10 मरला (मिकर पंचम) व खेपट/खाता नम्बर 233/284  
 मु० नं० 29 किला नं० 3/2(4-18), 4(8-0), 5/1(4-0), किला 3 रकबा 16  
 कनाल 18 मरला का 160/538 भाग बकदर 5 कनाल 1 मरला (मिकर  
 छठम) व खेपट/खाता नम्बर 222/273 मु० नं० 29 किला नं० 8(7-11)  
 किला 1 रकबा 7 कनाल 11 मरला सालम (मिकर सप्तम) व खेपट/खाता  
 नम्बर 225/276 मु० नं० 29 किला नं० 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 खेपट/खाता नम्बर 225/276 मु० नं० 29 किला नं०  
 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 खेपट/खाता नम्बर 202/237  
 मु० नं० 68 किला नं० 9(8-0) किला 1 रकबा 8 कनाल 0 मरला सालम  
 (मिकर दशम) इस प्रकार से खेपटों का कुल रकबा 64 कनाल 12 पाकर  
 सिवाना मौजा हयातपुर उखो व तिला मुल्काया पब्लिक व कर्चिय बराने  
 जमाबन्दी राज 2034-06 व इन्तकाल नं० 1728, 2285, 1662, 1708, 1723, 2842,  
 1833, 1848, 2280, 2282, 2659 मंजूरबुदा की से है।

व करीक योग खेपट/खाता नम्बर 105/121 मु० नं० 55 किला नं०  
 5(8-0) मु० नं० 56 किला नं० 1(8-0), 2(8-0), 9(8-0), 10/1(4-13),







10/2(3-7), 12(7-7) मु० नं० 30 जिला नं० 21(8-0), 22(8-0) मु० नं० 31  
जिला नं० 25/2(3-18) जिला 10 रकबा 57 कनाल 3 मरला का 188/175  
भाग बकदर 64 कनाल 17 मरला काका सिंघाना बीजा इयातपुर तहसील व  
जिला मुहनावा, बसवै जपाबन्दी साल 2004-05 व इनकाल नं० 2188 मजदू  
गुना से है।

ये कि उपरोक्त दोनों कमीशन की अगली तादात हर किस्म के मर  
से पाक व साक है। दोनों प्लो को उपरोक्त अगली का तबादला करने का  
एक-दूसरे को कायदा है। इसलिए आज अपनी मजरी व खुरी से करीर  
किसी दबाव के होश व इयात में होते हुए बारजामंदी खुद करीक अगल ने  
अपनी उपरोक्त अगली जमई खेपट/खाला नम्बर 233/284 मु० नं० 28  
जिला नं० 3/2(4-18), 4(8-0), 5/1(4-0) जिला 3 रकबा 16 कनाल 18  
मरला का 252/538 भाग बकदर 7 कनाल 18 मरला (मिकर प्रथम) व  
खेपट/खाला नम्बर 280/314 मु० नं० 19 जिला नं० 13/1(8-16) जिला 1  
रकबा 8 कनाल 16 मरला का 1/9 भाग बकदर 1 कनाल 0 मरला (मिकर  
द्वितीय) व खेपट/खाला नम्बर 88/100 मु० नं० 27 जिला नं० 21(7-7)  
जिला 1 रकबा 7 कनाल 7 मरला सालन (मिकर तृतीय) व खेपट/खाला  
नम्बर 280/314 मु० नं० 19 जिला नं० 13/1(8-16) जिला 1 रकबा 8  
कनाल 16 मरला का 8/9 भाग बकदर 7 कनाल 10 मरला (मिकर चतुर्थ) व  
खेपट/खाला नम्बर 233/284 मु० नं० 29 जिला नं० 3/2(4-18),  
4(8-0), 5/1(4-0), जिला 5 रकबा 16 कनाल 18 मरला का 126/538 भाग  
बकदर 3 कनाल 19 मरला (मिकर पंचम) व खेपट/खाला नम्बर 233/284  
मु० नं० 29 जिला नं० 3/2(4-18), 4(8-0), 5/1(4-0), जिला 3 रकबा 16









कनाल 13 मरला रक 180/538 भाग बकादार 5 कनाल 1 मरला (मिकर सफाई) व खेपट/छाता नम्बर 222/273 गुठ नं० 28 किला नं० 8(7-11) किला 1 रकबा 7 कनाल 11 मरला सातम (मिकर सफाई) व खेपट/छाता नम्बर 225/276 गुठ नं० 29 किला नं० 13(8-0), 18(8-0) किला 2 रकबा 16 कनाल 0 मरला का 900/1021 भाग बकादार 14 कनाल 2 मरला (मिकर सफाई) व खेपट/छाता नम्बर 225/276 गुठ नं० 29 किला नं० 13(8-0), 18(8-0) किला 2 रकबा 16 कनाल 0 मरला का 121/1021 भाग बकादार 1 कनाल 18 मरला (मिकर सफाई) व खेपट/छाता नम्बर 202/237 गुठ नं० 38 किला नं० 9(8-0) किला 1 रकबा 8 कनाल 0 मरला सातम (मिकर सफाई) इस प्रकार से खेपटों का कुल रकबा 64 कनाल 12 मरला बाका मौजा सिवना गाँव हवेलपुर तहसील व जिला मुहनाबाद करीब दोबम को दे दी है। और इसी प्रकार करीब दोबम ने भी अपनी तहसील अराजी जहाँ खेपट/छाता नम्बर 105/121 गुठ नं० 36 किला नं० 5(8-0) गुठ नं० 36 किला नं० 1(8-0), 2(8-0), 9(8-0), 10/1(4-13), 10/2(3-7), 12(7-7) गुठ नं० 30 किला नं० 21(8-0), 22(8-0) गुठ नं० 31 किला नं० 25/2(3-18) किला 10 रकबा 67 कनाल 3 मरला का 960/178 भाग बकादार 64 कनाल 17 मरला बाका सिवना मौजा हवेलपुर तहसील व जिला मुहनाबाद करीब अनाल को उनके उपरोक्त हिस्से अनुसार दे दी है। दोनों पक्षों ने अपनी अपनी अराजी के कब्जे एक-दूसरे को दे दिये हैं। और दोनों पक्षों ने उपरोक्त अराजी पर अपने-अपने कब्जे कर दिये हैं और सौदे अनुसार अपनी-अपनी अराजी के मालिक व कब्जित हो गये हैं व करीब दोबम अब करीब अनाल द्वारा लब्धीय की गई उपरोक्त अराजी को मालिकाना व कब्जित हो गये हैं। दोनों पक्षों को उपरोक्त अराजी की बागदारी बंटाई एक











# STATE BANK OF INDIA

Sl. No. 542869

GSR / 1001

## RECEIPT

Received from, Gurgaon/21001

STATE BANK OF INDIA

Branch

Cash No.

Received a sum of Rs. 91,319/-

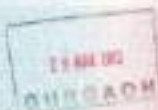
(Ninety One Lacs Ninety one Thousand Three Hundred Ninety one only and —)

For the use of Ramprabha Sava Land Holding Company  
Gurgaon Five (P) Ltd. (1)

Issued at: New Delhi DEB for credit to Government of Haryana  
received towards Stamp Duty

Date:

Place:



(Signature of Authorized Officer)

### EXCHANGE DEED

|                   |                       |
|-------------------|-----------------------|
| Village           | Nayagar and Wadigar   |
| Tehsil & District | Gurgaon               |
| Neighbour         | 1 Kanal 17 Marla      |
| Wadigar           | 2 Kanal 12 Marla      |
| Value             | Rs. 30,75,000/-       |
| Stamp Duty        | Rs. 1,91,319/-        |
| Stamp No. & Dated | 500825/March 25, 2013 |
| Issued by         | State Bank of India   |

Delivered to:

By Order:

Stamp of:

2501

13

13/03/2013

Gurgaon



This Exchange Deed (Deed) is executed at Gurugram on this 16<sup>th</sup> day of May, 2013 (Execution Date) by and amongst:

1. **KAMPRASTHA SARE LANDHOLDING COMPANY PTE 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. **KAMPRASTHA 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".

#### **PREMISES**

- 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 0.281 acres (2 Kanal 17 Marla) situated in Haryana, Gurugram, 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 Wadgaon and village Munka, 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 each 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 0.338 acres (2 Kanal 13marla) situated in village Wadgaon 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. 10/1535-B-1 (NA)/2011/16804 dated 17/04/2013 (NOC) to S.A. Townships in relation to the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.





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0002 00



0003



0004 0005 0006 0007

0008

Rishi Gaur



*Handwritten signature: Rishi Gaur*

0009

Tina And Tula



*Handwritten signature: Tina And Tula*

0010

Suresh



*Handwritten signature: Suresh*

0011

Pooja



*Handwritten signature: Pooja Kumar*



- I. 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. Township, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 1, Subsidiary V hereby transfers the Land A to S.A. Township, 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. S.A. Township, subject to Clause 1, hereby transfers the Land B, 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 B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

##### **2. NO OBJECTION CERTIFICATE**

S.A. Township and Subsidiary V confirm that the exchange of Land B with the Land A has been effected after obtaining the NOC and approval/consent of all the conditions prescribed under such NOC or the Housing Development and Regulation or 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 S.A. Township, 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.



प्रमाण पत्र

प्रमाणित किया जाता है कि जो प्रमाण पत्रिका 1949 जमा तिथि 14/05/2013 की थी व (विषय नं. 23,034) के पुस्तक नं. 107 का प्रमाणित किया गया था उसकी पुस्तक उक्त अधिनियम की प्रमाणित (विषय नं. 2,904) के पुस्तक प्रमाण 31 के 02 नं. केसबंद नहीं। यह जो प्रमाणित किया जाता है कि जो प्रमाणित के प्रमाणपत्रों की प्रमाणित के जमा प्रमाणपत्रों के प्रमाण की प्रमाणित है।

दिनांक 14/05/2013

  
 जय/प्रमाणित प्रमाणित प्रमाणित  
 प्रमाणित

- (k) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, fees, attachments, claims, demands, adverse possession or requisition 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, Mysore;
- (l) Subsidiary V or S.A. Township has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;
- (m) there are no actions, suits or proceedings pending or for which Subsidiary V or S.A. Township, 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;
- (n) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which S.A. Township 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 of 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;
- (o) all taxes with respect to the Land B or the Land A have been paid in full through the Escrowee Date and any liability or claim arisen in respect thereto relating to the period prior to the Escrowee Date shall be paid and borne by S.A. Township or the Subsidiary V, as the case may be;
- (p) to the best of the knowledge of Subsidiary V or S.A. Township, 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 to, 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;
- (q) no other corporate or other proceedings, contracts, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (r) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it and
- (s) he/she 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 Bangalore, Mysore shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

*[Handwritten signatures: LMP, MAX, and S.A.]*

### 1. 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.

### 2. 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.

### 3. 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                                |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------|
| SAMPANATHA SARE LANDHOLDING COMPANY<br>THE PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Renu Butta</i> | <i>[Signature]</i><br><i>[Signature]</i> |
| S.A. TONKHAHS PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Amir Yousuf</i>                             | <i>[Signature]</i>                       |
| SAMPANATHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Vinay Garg</i>                     | <i>[Signature]</i>                       |
| WITNESSES:<br>1. Name: <i>GITA LAL B</i><br>Address: <i>W/o BADI</i><br><i>Distt. JALANDHAR</i>               | <i>[Signature]</i>                       |
| 2. Name: <i>Rajinder Kumar</i><br>Address: <i>Krishan Nagar</i><br><i>Amritsar</i>                            | <i>[Signature]</i>                       |

**Schedule A**

**Description of Land A**

**Land situated in village Werpun, Gurgaon, Haryana**

**M/s Ramprakash Sare Land Holding Co., Pvt. Ltd**

**Khata/Khatta No-46/52, Rect.No- 60, Eka No 13/1/2 (1-57) Kite-C Area 1 Kanal 17 Marla Gurgaon  
Vide situated in Village Werpun Tehsil and District Gurgaon vide Jamabandi year 2004-05 and  
mutation No. 2598.**

**Total Area 1 Kanal 17 Marla**

*Handwritten signatures:*  
1. *Handwritten signature (possibly "Sare")*  
2. *Handwritten signature (possibly "Ramprakash")*  
3. *Handwritten signature (possibly "M")*

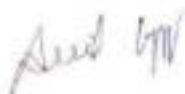
Schedule B

Description of Land B

Land situated in village Wazirpur, Gurgaon, Haryana

W/s S.A. Tansulips Pvt. Ltd.

Plot No. / Phase No- 108/225 Plot No- 51 51a 1b- 22 (B-6), Plot -C Area B Karol C Mark  
shown is in the 1/3 which become 2 April 13 Mark is situated village Wazirpur Tehsil &  
District Gurgaon vide Jamabandi No- 2000/42 and Mutation No. 3423.









This Deed of Sale (Deed) is executed at Gurgaon, Haryana on this day of 15<sup>th</sup> June, 2013 (Effective Date), by and between:

- (1) **SRINIVALLAH DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 9-25-21, Gurgaon Colony, New Delhi (hereinafter referred to as the "Vendor", which expression shall, unless inconsistent to the context or meaning thereof, be deemed to include its successors and permitted assigns).

AND

- (2) **RAMPRASAD 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/Vendor", which expression shall, unless inconsistent to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(The Vendor and the Company/Vendor 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 measuring 1.87 acres as per details provided in Schedule I situated in Village Wazirpur and Village Mehta, 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 (DTP) through Form IC/V issued on 14.08.2009 by way of license No. 44 of 2009 and Form IC/V issued on 21.07.2011 by way of license No. 68 of 2011, annexed as Schedule II (collectively referred to as "Licence").
- B. The Vendor has entered into a development rights agreement dated 24 October, 2007 ("DRA") with A.S. 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, SA Infracon 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, Ramprasad Builders 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, Ramprasad 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, Ramprasad 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, Ramprasad 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, Ch. B. Yadav and Sh. Anu Wala and Ramprasad SARE Realty Private Limited pursuant to which the Vendor has granted exclusive development rights, entitlements and interest in land measuring 2.87 acres situated in Village Wazirpur and Village



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|      |      |                                                                                     |             |
|------|------|-------------------------------------------------------------------------------------|-------------|
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Minna, Ogun State, Nigeria to Company. The Said Land forms a part of such land in respect of which development rights have been granted under the DPA. Further to the terms of the DPA 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 to terms of DPA 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 DPA.
- 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 76 of Nigeria 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/1675-0-4E (V4)-2013/04006) dated 17/04/2013 and Memo No. LC/0675-0-2 (V4)-2013/04004 dated 17/04/2013 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. COVENANCE**

- 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, conveniences, issues, hereditaments, accessories, 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 Ns. 2,80,00,000/- (Two Crores) as the full and final consideration for such sale and conveyance and said Consideration has been duly received by the Vendor under the DPA.

**2. RESERVATION, APPROVALS AND CONSENTS**

The Company hereby declares, covenants and agree that it will solely be liable and responsible to obtain and maintain any and all necessary and incidental consents, permissions, clearances, approvals and licences as may be required or deemed necessary to acquire the Said Land (Consent) 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 approved by the Government of Nigeria in this behalf.

**3. (INTENTIONALLY LEFT BLANK)**

**प्रमाण-पत्र**

प्रमाणित किया जाता है कि निम्नलिखित व्यक्ति 1971 वर्ष के प्रमाण 14082013 को भी है : (प्रमाण-पत्र 11,330 अ  
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प्रमाण 14082013

प्रमाणित किया जाता है  
 प्रमाण

**4. POSSESSION AND OTHER RIGHTS**

- 4.1. Vendor hereby acknowledges that quiet, peaceful, uninterrupted and lawful possession of the Said Land including easements 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, tenant and peaceful possession of the said land and had all and any rights including right to lease, 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 thereon and thereon without any dissent 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 & Co for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Warananagar.
- (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, suit, 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 off, 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 all obligations/undertakings contained in this Deed.



- (8) 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
- (11) all of the representations and warranties contained in this Clause 5.2 shall be valid and true from the Effective Date.

**4. DURING 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.

**5. 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 Side 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, 1962 or under any other law for the time being in force.

**6. MISCELLANEOUS**

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

**7. GOVERNING LAW**

This Deed will be governed by the laws of India. The courts in Mysore 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:

Drafted By:  
Robert E. Davidson  
Attorney at Law  
San Diego, California

For and on behalf of  
BantecNorth Development Private Limited

For and on behalf of  
BantecNorth SAGE Realty Private Limited

  
Signature

  
Signature

Name: Amit Yadav  
Designation: Authorized Signatory

Name: Vicky GRS  
Designation: Authorized Signatory

Witness:

1. 

  
Signature

Signature

Name: SATYAN

Name: Pooja Kumar

Date: 14-5-2018

Date: 14-5-2018

Address: V. P. B. B. B.  
Dist. J. A. B. B.

Address: B. B. B. B. B. B. B. B. B.  
Dist. J. A. B. B.

Schedule I

1. Haver/Khara No. 141/2002 No. 31, 34a No. 4 (B-C), 7 (B-C) 81a 2 area 16 Kanal 0 Marla Sahar, Jambard year 2000-02 and mutation no. 2275 village Nangpur.
2. Haver/Khara No. 141/02 No. 31, 34a No. 4 (B-C) 7 (B-C) 81a 2 area 16 Kanal 0 Marla Sahar, Jambard year 2000-02 and mutation no. 2275, Village Nangpur - 4 (B-C), 7 (B-C)

Total area in both the villages is 21 Kanal 7 Marla

lmm      Raut





BI. No. 59287

662 | *Journal of Management Inquiry* 23(6)

## RECEIPT

www.elsevier.com/locate/jurcom

STIFF BACK OF CHAIR

Appendix 4

Code 310

Directed a copy of No. 14 p. 250

18/07/2014 Fourteen Lac Two Thousand Five Hundred only

2000

Rampurhat Tea Land Holding Company Private  
(P) Ltd.

Issuing of Novi Beška for credit to Government of New York  
amount towards General Debt

220

作者: 陈鹤琴

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

**BURGAON**

(Signature of Authorized Officer)

ENVIRONMENTAL SCIENCE

|                   |                       |
|-------------------|-----------------------|
| Village           | Hayatpur and Wadgaon  |
| Taluk & District  | Gurgaon               |
| Hayatpur          | 18 Marla 15 Marla     |
| Wadgaon           | 18 Marla 15 Marla     |
| Value             | Rs. 2,64,25,000/-     |
| Stamp Duty        | Rs. 18,01,500/-       |
| Serial No. & Date | 521875/March 23, 2023 |
| Issued by         | State Bank of India   |

Delivered to: 19200 ✓  
By: 12 ✓  
Bank: 518 p.s. 4 ✓

**THE JOURNAL OF THE**

Page 11



This Exchange Deed (Deed) is made at Gurgaon on this 19<sup>th</sup> day of May, 2013 (Execution Date) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY PVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-52, 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 INFRASTRA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-52, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "Ramprastha Infrastrach"), 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-52, 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 Infrastrach 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, sold and subsisting title to, and exclusive possession over the land measuring 2.35 acres (18 Kanal 28 marla) situated in Thapar, Gurgaon, Haryana more particularly described in Schedule A of this Deed (Land A).
- B. The Director, Town and Country Planning, Haryana (DTP) has granted Ramprastha Infrastrach, Inter-upta, the license (bearing no. 22 of 2011) to use the land measuring 7.045 acres situated in village Wadipur and village Maska, 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 7.045 acres of land in respect of which the DTP has granted the License, Ramprastha Infrastrach, is the sole and absolute owner of, has full marketable, sold and subsisting title to, the land measuring 2.305 acres (18 Kanal 30 marla) situated in village Wadipur more particularly described in Schedule B of this Deed (Land B).
- C. Subsidiary V and Ramprastha Infrastrach have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V was to exchange the Land A for the Land B, and Ramprastha Infrastrach 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 DTP has granted a no objection certificate (bearing Memo No. 141-1613-B-12 (141-1613/1614 dated 17/04/2013) (NOC) to





Rajiv Singh



Sudhakar



Ravi



Anand Kumar Singh

|      |                   |  |                          |
|------|-------------------|--|--------------------------|
| 1012 | Rajiv Singh       |  | <i>Rajiv</i>             |
| 1012 | Sudhakar          |  | <i>Sudhakar</i>          |
| 1012 | Ravi              |  | <i>Ravi</i>              |
| 1012 | Anand Kumar Singh |  | <i>Anand Kumar Singh</i> |

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

2. 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 Ramaputra Infotech, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1 Subject to Clause 2, Subsidiary V hereby transfer the Land A to Ramaputra Infotech, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, easements, 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 Ramaputra Infotech, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, easements, 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 DIRECTION CERTIFICATE**

Subsidiary V and Ramaputra Infotech 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 Maryland Development and Regulation of Urban Areas Act, 1975 and all the 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 It/His obligation(s)/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/Her.

###### **4.2 Subsidiary V and Ramaputra Infotech 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;



- (h) 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 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, Mysore;
- (i) Subsidiary V or Karpasathi Infotech has not acquired any notice for acquisition or requisitional portion of the Land A or Land B, respectively;
- (j) there are no actions, suits or proceedings pending or for which Subsidiary V or Karpasathi Infotech, 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;
- (k) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Karpasathi Infotech will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the leased Land or the Land A, so the case may be seen and exact rights created by Company in favor of the flat buyer under respective flat buyer agreements for Land A;
- (l) 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 Karpasathi Infotech or the Subsidiary V, as the case may be;
- (m) to the best of the knowledge of Subsidiary V or Karpasathi Infotech, 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;
- (n) no other consents or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (o) upon execution hereof, this Deed will constitute legal, valid and binding obligations on itself; and
- (p) 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 at Bangalore, Mysore shall have the exclusive jurisdiction in connection with any dispute arising in respect of any matter herein.

*[Handwritten signatures]*

## 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.

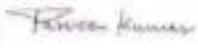
## 8. SPECIFIC PERFORMANCE

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                                                                           |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>SAMPRASTHA SANS LANDHOLDING COMPANY<br/>PVT PRIVATE LIMITED</b><br>Authorised Signatory<br>Name: <i>Pand. Lata</i> |    |
| <b>SAMPRASTHA INNOVATE PRIVATE LIMITED</b><br>Authorised Signatory<br>Name: <i>Anu Yadav</i>                          |    |
| <b>SAMPRASTHA SANS REALTY PRIVATE LIMITED</b><br>Authorised Signatory<br>Name: <i>VINAY KARG</i>                      |    |
| Witnesses:<br>1. Name: <i>SATYAWAN</i><br>Address: <i>V/O RADU</i><br><i>VISHU CHANDER</i>                            |  |
| 2. Name: <i>Harleen Kaur</i><br>Address: <i>Kashish Nagar</i><br><i>Punjab</i>                                        |  |

*Witnessed by:*  
*Shri R. K. Sharma*  
*Shri R. K. Sharma*  
*Shri R. K. Sharma*  
*Shri R. K. Sharma*  
*Shri R. K. Sharma*



**Schedule A**  
**Description of Level A**  
**Land situated in Village Nayagar, Gurgaon, Haryana**

M/s Ramprastha is a landholding company Inc Pvt. Ltd.

Khewat/Khatas No- 187/112, Sect No- 61, H/a No 1/1/2/2 (2-1), 1/2/2 (2-4), 10/310-1, K/a - 3 Area 0 Kanal 6 Marla share is to the 1/2 which become 3 Kanal 1 Marla & Khewat/ Khatas No- 182/415, Sect No- 34, H/a No- 8/2/1 (1-4), 5/2/2 (2-4), K/a - 2 Area 2 Kanal 15 Marla share is to the 1/2 which become 1 Kanal 5 Marla & Khewat/ Khatas No- 187/431, Sect No- 15, K/a No- 10 (1-1), 11/1/1-11, 21/1 (2-4) K/a - 2 Area 10 Kanal 15 Marla share is to the 1/12 which become 2 Kanal 15 Marla & Khewat/ Khatas No- 182/213, Sect No- 28, H/a No- 1/3-6, 8/2 (1-4), 11/1-11, 11 (1-4), 12 (1-12), 13/1-4, 19 (1-12), 20/1-4, 21/1-5, 22 (1-12), 23/1-5, 24/1-5, Sect No- 29, H/a No- 25/3 (1-12), Sect No- 34, K/a No- 11/2 (1-4), K/a 15 Area 81 Kanal 5 Marla share is to the 85/3025 which become 4 Kanal 0 Marla & Khewat/ Khatas No- 185/113/15 Sect No- 28, H/a No- 17/2/4-5, 18/1-13, K/a 2 area 7 Kanal 15 Marla share is to the 78/102 which become 3 Kanal 16 Marla and Khewat/ Khatas No- 265/102/15 Sect No- 60 H/a No- 2/1-12, 3 (1-4) K/a 1 Area 15 Kanal 12 Marla share is to the 158/112 which become 7 Kanal 18 Marla. situated in Village Nayagar Tehsil & District Gurgaon vide memorandum No- 2004-01 and Mutation Nos- 2159, 2168, 2773, 2916, 2222, 2245

**Total Area 25 Kanal 16 Marla**



Schedule B  
Description of Land B  
Land situated in village Wadipur, Surpase Haryana

M/s. Kamprastha Infotech Pvt. Ltd.

Khasra/ Khata No- 104/200, Plot No- 91, K/sa No- 13 (8-8), 14 (8-8), 15/2 (5-15), 12/2 (8-8), 12/3 (1-8), 18 (8-8), 20 (1-14), 11/1 (8-8), 3/2 (1-1), 8/1 (8-12), 8/2 (8-8) K/sa- 11 Area 42 Kanal 15 Marla share 4 to the 305/900 which become 18 Kanal 10 Marla situated in Village- Wadipur Taluk 3 District- Surpase vide Amalgam Year 2001-02 and Mutation No- 2299, 2302 & 2344.

Total Area 18 Kanal 10 Marla



STATE BANK OF INDIA

Sl No. 592870

QSR / 001

## RECEIPT

Rajesh Road, Gurgaon (Haryana)

STATE BANK OF INDIA

Branch

Cddy No.

Received a sum of Rs. 22,56,91/-

/ Rupees One Lac Twenty Seven Thousand Five Hundred Sixty Nine only -

Payable to: Ramprabha Sare Land Holding Company Private Ltd. (P) Ltd. (1)

Issued as: New Y/Delhi - QSR 001 for credit to Government of Haryana account towards Stamp Duty

Date

11/04/2013

Place

GURGAON

(Signature of Authorized Officer)

## EXCHANGE DEDS

| Village           | Particulars, Amount and Marks |
|-------------------|-------------------------------|
| Tahsil & District | Gurgaon                       |
| Neighbour         | 1 Serial 5 Marks              |
| Wastage           | 1 Serial 1 Mark               |
| Marks             | 1 Serial 28 Marks             |
| Value             | Rs. 25,75,000 /-              |
| Stamp Duty        | Rs. 1,07,500 /-               |
| Stamp No. & Date  | 502870 March 29, 2013         |
| Issued By         | State Bank of India           |

Delivered by (1200) / 10-573  
 By Officer No. 42  
 Date 11/04/2013

ਦਿਨ: 25/5

ਦਿਨ: 14/05/2013

**ਦੀ. ਆਈ. ਟੈਕਸਟ**

ਦੀ. ਆਈ. ਟੈਕਸਟ: EXCHANGE OF PROPERTY OUTSIDE MC AREA  
 ਕਾਰਜ/ਕਾਰਜ: ਪ੍ਰਦਾਨ  
 ਰਿਸ਼ਤਾ: ਪ੍ਰਦਾਨ

**ਦੀ. ਆਈ. ਟੈਕਸਟ**

|                                         |                               |
|-----------------------------------------|-------------------------------|
| ਦੀ. ਆਈ. ਟੈਕਸਟ ਕਰੀ ਕਰੀ 1,775,000.00 ਰੁਪਏ | ਕਰੀ ਕਰੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ |
| ਕਰੀ ਕਰੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ           | ਕਰੀ ਕਰੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ |
| ਕੀ ਕੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ             | ਕੀ ਕੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ   |
| ਕੀ ਕੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ             | ਕੀ ਕੀ ਕੀ ਕੀ 118,000.00 ਰੁਪਏ   |

Drawn By: Mahesh K. Chahal, A/c

Drawn By: Mahesh K. Chahal, A/c

ਦੀ. ਆਈ. ਟੈਕਸਟ ਦਿਨ: 14/05/2013 ਦੀ. ਆਈ. ਟੈਕਸਟ ਦਿਨ: 14/05/2013 ਦੀ. ਆਈ. ਟੈਕਸਟ ਦਿਨ: 14/05/2013  
 ਦੀ. ਆਈ. ਟੈਕਸਟ ਦਿਨ: 14/05/2013 ਦੀ. ਆਈ. ਟੈਕਸਟ ਦਿਨ: 14/05/2013 ਦੀ. ਆਈ. ਟੈਕਸਟ ਦਿਨ: 14/05/2013

ਦੀ. ਆਈ. ਟੈਕਸਟ

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ਦੀ. ਆਈ. ਟੈਕਸਟ

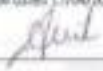
This Exchange Deed (Deed) is executed at Gurgaon on this 15<sup>th</sup> day of May, 2013 (Execution Date) by and among:

1. **RANPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-12, C-Bus Market, Vasant Vihar, New Delhi (hereinafter referred to as the "Subsidiary B"), 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-65, 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. **RANPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-65, 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 B, SA Infracon and the Company shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

#### PREAMBLE

- A. Subsidiary B, 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 0.118 acres (1 Kanal 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 SA Infracon, Inter alias, the No Objection (bearing no. 08 of 2011) to use the land admeasuring 7.945 acres situated in village Wazirpur and village Mevta, Haryana in favour of a person bearing entry dated 21 July 2011 (Interim) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976, of such 7.945 acres of land in respect of which the DTCP has granted the Deed, SA Infracon, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 8.232 acres (1 Kanal 17 Marla i.e., 0.281 acres being 1 Kanal 1 Marla situated in village Wazirpur and 0.1 acre being 0 Kanal 18 Marla in village Mevta) situated in village Wazirpur and village Mevta, more particularly described in Schedule B of this Deed (Land B).
- C. Subsidiary B and SA Infracon have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary B 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. LD-5025-B--II (VA)-2013/16804 dated 17/04/2013) (NOC to

Page 2



2017-18



2018-19



2019



20 (2019-2020) 2020

|         |         |  |                |
|---------|---------|--|----------------|
| 2017-18 | 2018-19 |  | <i>2018-19</i> |
| 2019-20 | 2020-21 |  | <i>2020-21</i> |
| 2021-22 | 2022-23 |  | <i>2022-23</i> |
| 2023-24 | 2024-25 |  | <i>2024-25</i> |

SA Infrason in respect of the transfer of Land B to Subsidiary S, 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 S and SA Infrason, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary S hereby transfers the Land A to SA Infrason, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easements, 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 Infrason, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easements, 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 S and SA Infrason 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 Harpur Development and Regulation of Urban Areas Act, 1973 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/they has the absolute power and authority to execute this Deed and to carry out its/their 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/they is a party and would not be against any court order, judgment or decree applicable to it/them.

- 4.2. Subsidiary S and SA Infrason hereby represents and warrants that:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page 2





- (4) A/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);
- (5) 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, Hyderabad;
- (6) Subsidiary B or SA Infractor has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;
- (7) there are no actions, suits or proceedings pending or for which Subsidiary B or SA Infractor, as the case may be, has received a notice or affecting their respective lands or any parties 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;
- (8) There are no contracts or agreements affecting the rights, title or interest in respect of the Land A, when SA Infractor will, or the Land B when the Subsidiary B will, execute under this Deed including any power of planning or reservation of the Government 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;
- (9) 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 arising in respect thereof relating to the period prior to the Execution Date shall be paid and borne by SA Infractor or the Subsidiary B, as the case may be;
- (10) to the best of the knowledge of Subsidiary B or SA Infractor'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, stored at, on, in, under or about the Land;
- (11) no other corporate or other proceedings, concerns, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (12) upon execution hereof, this Deed will constitute legal, valid and binding obligations on M/s/TC and
- (13) R/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.

\*\*\*\*\*END 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:

Noted By: *[Signature]*  
 Attest: A. Chaitan  
 Chartered Accountant  
 Firm: Chara, Gurgaon

| Name of Party and signatory                                                                                           | Signature          |
|-----------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>SANPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Rajesh Gurbale</i> | <i>[Signature]</i> |
| <b>S.A. INFRACON PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Anil Kumar</i>                               | <i>[Signature]</i> |
| <b>SANPRASTHA SARE REALTY PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Vinod Kalyan</i>                    | <i>[Signature]</i> |
| <b>Witness:</b><br>1. Name: <i>SATYAN</i><br>Address: <i>V/P Kabi</i><br><i>Dist. JALGAON</i>                         | <i>[Signature]</i> |
| 2. Name: <i>PARVESH KUMAR</i><br>Address: <i>Patilnagar</i><br><i>Rajkot</i>                                          | <i>[Signature]</i> |

Schedule A

Description of Land A.

Land situated in village Hysapur, Surgaon, Haryana

M/s Ramprabha Sare Landholding Company Pvt. Ltd.

Khewat/ Khata No- 12/84, Area No- 87, Khas No- 24/2 (3-5), Khas- 1 Area 1 Kanal 5 Bigha Saream situated in Village Hysapur Tehsil & District Surgaon vide Jamabandi Year 2004-05 and Mutation No- 2390, 2018.



**Description of Land 8**

**Land situated in village Wadipur and village Mehta, Gungam Kanyana**

**M/s S.A. Inhouse Pvt. Ltd.**

Khasat/ Khata No- 135/200, Rect No- 81, Kils No- 3/30th south (D-5), 8/1 (D-12), 9/2 (D-5), 11/8 (D-1), 14/8 (D-1), 17/2 (D-18), 12/2 (D-6), 12/3 (D-8), 16/8 (D-1), 20 (D-44), 21/1 (D-3), Kils- 11 Area 42 Kanal 13 Marks share is to the 22/8/1 which become 1 Kanal 3 Marks situated in Village Wadipur Tehsil & District Gungam vide Jamsheedi Year 2003-02 and Mutation No- 2408.

Khasat/ Khata No- 188/190, Rect No- 8 Kils No- 3/7 (D-12), Kils-1 Area 5 Kanal 12 Marks share is to the 1/7 which become 1 Kanal 10 Marks situated in Village Mehta Tehsil & District Gungam vide Jamsheedi Year 2005-03 and Mutation No- 1471, 1434.

**Total Area 1 Kanal 17 Marks**

*LMV*

*Shank*

*Shank*

STATE BANK OF INDIA

SI No. 592868

CSR / 001

## RECEIPT



STATE BANK OF INDIA

Branch: Gurgaon (0001)

Branch

Cust. No.

Received a sum of Rs. 550,000/-

(Rupees Five Lacs Fifty Thousand only)

For Shri. Ramprakash Sare Land Holding Company

in the sum of Five (P) Lacs

payable to the credit of Government of Haryana  
account towards Stamp Duty.

Date

Place



(Signature of Authorized Officer)

## EXCHANGE DEED

| Village          | Buyer and Seller    |
|------------------|---------------------|
| Tenali & Orindi  | Buyer               |
| Buyer            | 2 Kani 16.5 Marla   |
| Seller           | 1 Kani 18 Marla     |
| Value            | Rs. 42,37,500/-     |
| Stamp Duty       | Rs. 5,50,000/-      |
| Stamp No. & Date | 502/March 28, 2018  |
| Issued By        | State Bank of India |

1998-99 1999-00

## THE LITERATURE

2010 2011 2012

EXCHANGE OF PROPERTY OUTSIDE MC AREA

www.ck12.org

1990/1991 1991/1992

— *gr. m. 2. f. 10. v. 10.*

जहाँ विद्यार्थी का नाम अर्जित करता है 4,21,500.00 रु०

आवक-अपूर्ति की प्रति 120,000.00 रुपये

निवेशित धन की रकम 13,000.00 रुपये

संशोधन शुल्क: 1.00 करोड़

Journal Exp. Mar. Biol. Ecol. 1997

Service Charge: 20.00 \*\*\*

[illegible]

**POST TEST**

डा. राजेश कुमार शर्मा, शिक्षण-विभागाध्यक्ष  
राजेश

© Remington Arms Licensing Company, Inc. P.O. Box 5728, New Haven, Conn. 06511

[illegible]

इस प्रस्ताव को अंगीकार किया। वही पक्ष भी अपने ही अध्यक्ष श्री-श्रीमती सुनील देवी शर्मा के नेतृत्व में

આથી બેઝાઈડાગુએ ન બેઝાઈડાગુની જેમના પુરુષોને બેઝાઈડાગુની સાથેના આથી બેઝાઈડાગુ

उदाहरण : यदि  $\vec{a}$  और  $\vec{b}$  दो सदिश हों, तो  $\vec{a} + \vec{b}$  का परिमाण  $\sqrt{a^2 + b^2}$  है।

Figure 4. *continued*

डा. अनुपम सिन्हा, अध्यक्ष  
राज्य

This Exchange (Deed) is executed at Gurgaon on the 14<sup>th</sup> day of May, 2013 (Execution Date) by and amongst:

1. **RAMPRASAD SARE LANDHOLDING COMPANY PVT 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. ABIR WALIA**, son of Mr. Harilaljiwan 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. **RAMPRASAD 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 0.313 acres (2 Kanal 16.5 Marla) situated in 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 license (bearing no. 18 of 2010) to use the land admeasuring 7.043 acres situated in village Wadpur and village Menka, Haryana to develop a gross housing colony dated 21 July, 2011 (License) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1975. Of such 7.043 acres of land in respect of which the DTCP has granted the License, Mr. Walia is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 0.340 acres (2 Kanal 18 Marla) situated in village Wadpur 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 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. UC-1635-B-16 (24)2213/20804 dated 17/04/2013 (NOC) to Mr. Arun Ramprasad Sare in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.





Amit Singh



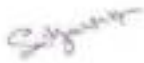
Amit Singh



Amit



Amit Singh (Amit Singh)

|      |             |                                                                                     |                                                                                     |
|------|-------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1985 | Arjun Singh |    |    |
| 1985 | Arjun Singh |    |    |
| 1985 | Arjun       |   |   |
| 1985 | Arjun       |  |  |

8. 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. Wala, 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. Wala, 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. Mr. Wala, subject to Clause 2, hereby transfers the Land B, 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 B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

##### **2. NO OBJECTION CERTIFICATE**

Subsidiary V and Mr. Wala 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 respective Development and Regulation of Urban Areas Act, 1976 and all other rules and regulations.

##### **3. [INTENTIONALLY NOT USED]**

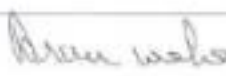
##### **4. REPRESENTATIONS AND WARRANTIES**

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

- (a) It/He has the statutory power and authority to execute this Deed and to carry out It/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, judgement or decree applicable to It/His.

###### **4.2. Subsidiary V and Mr. Wala jointly 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) (as per the purpose of this Clause 4), and has good title, right, full power, absolute authority and capacity to enter into this Deed.

# प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रमाण-पत्र (1005) नाम निर्देश (1405/2013) में भी है, जिस में 11,338 में  
 प्रमाण 10, 181, 10 निर्देशित किया गया है। प्रमाणित किया जाता है कि निर्देशित भी प्रमाण 1 निर्देश 10, 1,304 में  
 प्रमाण 10 में 10, 10 निर्देशित नहीं है। यह भी प्रमाणित किया जाता है कि यह प्रमाणित में प्रमाणित और  
 प्रमाण 10, 10 निर्देशित निर्माण प्रमाण में प्रमाणित है।

निर्देश (1405/2013)

प्रमाणित किया जाता है  
 प्रमाण

- (b) the Land A and Land B is free and clear of any circumstances, 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 the deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Mysore;
- (c) Subsidiary V or Mr. Wale 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. Wale, 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. Wale will, or the Land B which the Subsidiary V will, acquire under this Deed (including any power of attorney in respect of the interest 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 Excise Duty and any liability or claim arisen in respect thereto relating to the period prior to the Excise Duty shall be paid and borne by Mr. Wale or the Subsidiary V, as the case may be;
- (g) to the best of the knowledge of Subsidiary V or Mr. Wale, 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, stored at, on, in, under or about the Land;
- (h) no other corporate or other proceedings, contracts, agreements, 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 the Land;
- (j) Ache 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.

\_\_\_\_\_   Page 8

6. **JURISDICTION**

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

7. **STAMP**

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.

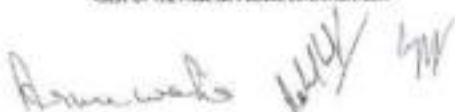
8. **SPECIFIC PERFORMANCE**

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.

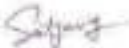
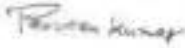
9. **AMENDMENTS**

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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Three handwritten signatures in dark ink are present. The signature on the left is 'Amu wala'. The middle signature is 'WY' with a long horizontal stroke. The signature on the right is 'WY'.

ON 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                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| RAMPRASATH SARE LANDHOLDING COMPANY<br>PVT PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Ramul Gupta</i>                                                              |  |
| MR. ARUN WALIA<br>Name:                                                                                                                                                     |  |
| RAMPRASATH SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br> Name: <i>Vinay Garg</i> |  |
| Witness:<br>1. Name: <i>SATISHWAN</i><br>Address: <i>Vto BBDU</i><br><i>DIM CHAUJAH</i>                                                                                     |  |
| 2. Name: <i>PARVEEN KUMAR</i><br>Address: <i>Krishan Nagar</i><br><i>Punjab</i>                                                                                             |  |

Schedule A

Description of Land A

Land situated in village Hayatpur, Gurgaon, Haryana

M/s Ramprakash Saw Landholding Company Pvt. Ltd.

Khata No- 311/402, Plot No- 14, Kda No- 5/1/2 (2-00), 14/1/5 (2), 15/2/0-71, Kda 3 Area 4  
Kanal 9 Marla Share is to the 1/2 which becomes 2 Kanal 4.5 Marla & (Share) Khata No- 231/284,  
Plot No- 17, Kda No- 25/2 (2-0), Kda- 1 Area 2 Kanal 9 Marla Share is to the 1/2 which becomes 0  
Kanal 12 Marla situated in Village Hayatpur Tehsil & District Gurgaon. vide Jamabandi Year 2004-05  
Mutation No- 2518, 1721, 2775, 2918

Total Area 2 Kanal 16.5 Marla

*Arum walis* *hilly* *GM*

**Schedule B**  
**Description of Land B**  
**Land situated in village Wairua, Gungaharaya**

**Sh. Arun Waha S/o Sh. Hary Bhagwan**

Khasra/ Katta No- 125/200, Part No- 91, Kitta No- 13 (3-0), 146-0, 17/219-08, 12/2 (3-0), 12/215-0, 12 (3-0), 20 (3-04), 21/2 (3-04), 1/10-12-11-0, 12/219-0 Kitta - 11 area 42 Katal 05 Mark shown is to the Sh/891 which became 2 Canal 15 Mark Situated in Village- Wairua Tehsil & District Gungaharaya Jalandhar Year 2001-02 and Munarion No- 2431.

**Total Area 2 Kanal 10 Marla**

Arun waha  



# STATE BANK OF INDIA

Dr. No. 582/82

QSPK/001

## RECEIPT

Central Road, Gurgaon (122002)

STATE BANK OF INDIA

Branch

Code No.

Received a sum of Rs. 43,92,85/-

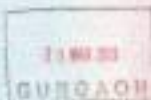
(Rupees Forty Three Lacs Ninety Two Thousand Eight Hundred Fifty only)

For the issue of Rameshwar Rao Land Holding Company  
Limited (Pvt. Ltd.)

resulting in New Delhi of INDIA for credit to Government of Karnataka  
account through Stamp Duty

LMH

Place



(Signature of Authorised Officer)

## EXCHANGE ORDER

|                  |                                 |
|------------------|---------------------------------|
| Village          | Muzfarpur, Jharkhand and Madhya |
| Taluk & District | Gurgaon                         |
| Hamper           | 64 Kanal 5 Marla                |
| Wastage          | 58 Kanal 9 Marla                |
| Marka            | 25 Kanal 10 Marla               |
| Value            | Rs. 8,60,75,000/-               |
| Stamp Duty       | Rs. 43,92,850/-                 |
| Stamp No. & Date | 582/82/25.00.11                 |
| Issued Through   | State Bank of India             |

Referring to 4/10/82

Rs. 43,92,850/-

582/82/25.00.11

State Bank of India  
Gurgaon

Page 2



This Exchange Deed (Deed) is executed at Gurgaon on this 14<sup>th</sup> day of May, 2011 (Execution Date) by and amongst:

1. **RAMPRASAD 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 I"), 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. **RAMPRASAD SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-51, 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 I, SA Infracon and the Company shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

#### PREAMBLE

- A. Subsidiary I, 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 9.031 acres (64 Kanal 5 Marla) situated in Faridpur, 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, order where the license (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres situated in village Wazirpur and village Mohla, Haryana to develop a group housing colony dated 24 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, has full marketable, valid and subsisting title to, the land admeasuring 7.587 acres (60 Kanal 28 Marla, i.e., 28 Kanal 8 Marla situated in village Wazirpur and 25 Kanal 10 Marla in Mohla) situated in village Wazirpur and village Mohla more particularly described in Schedule B of this Deed (Land B);
- C. Subsidiary I and SA Infracon have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary I 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 these lands;
- D. Further by 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. 1C-1635-S-87/AJ-2011/14008) dated 17/06/2011 (NOC) to SA Infracon in respect of the transfer of Land B to Subsidiary I, pursuant to which Parties are executing this deed.

*Handwritten signature*

*Handwritten signature*

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3541 102



102/10 104



104/1



104/102 104/102 104/102

104/102

Rajul Gupta



Rajul Gupta

104/104

Aashu Yadav



Aashu Yadav

104/1

Suryansh



Suryansh

104/1

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 F and SA Inhacon, respectively under this Deed.

## **OPERATIVE TERMS**

### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary F hereby transfers the Land A to SA Inhacon, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easements, 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 Inhacon, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easements, 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 F and SA Inhacon confirm that the exchange of Land B with the Land A has been effected after obtaining the NCC and upon satisfaction of all the conditions prescribed under such NCC or the Housing 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:

- (i) It/He has the absolute power and authority to execute this Deed and to carry out It/His obligations/undertakings hereunder;
- (ii) 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
- (iii) 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/His.

- 4.2. SA Inhacon and Subsidiary F hereby represent and warrants that:

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

   Page 2

参考文献

[illegible]

1996: 140-153.

डा. राजकुमार वैदिक अविभागे  
पुणे-४०

- (8) the Land A and Land B is free and clear of any encumbrances, mortgages, 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, Karnataka;
- (9) Subsidiary I or SA Infractor has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;
- (10) There are no actions, suits or proceedings pending or for which Subsidiary II or SA Infractor, 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;
- (11) There are no contracts or agreements affecting the rights, title or interest in respect of the Land A which SA Infractor will, or the Land B which the Subsidiary II will, acquire under this Deed including any power of attorney in respect of the unleased 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;
- (12) all taxes with respect to the Land B or the Land A have been paid in full through the Escrowee Date and any liability or claim arisen to recover amounts relating to the period prior to the Escrowee Date shall be paid and borne by SA Infractor or the Subsidiary II, as the case may be;
- (13) to the best of the knowledge of Subsidiary II or SA Infractor'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;
- (14) no other corporate or other proceedings, consents, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (15) upon execution hereof, this Deed will constitute legal, valid and binding obligations on her/his; and
- (16) I/We hereby 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.

*Sub* *Sub* *Sub*

Page 7

6. **JURISDICTION**

The courts at Gurgaon, Haryana shall have the exclusive jurisdiction in connection with any dispute arising in respect of any recited 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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*Handwritten signatures:*  
Amit, [unclear], [unclear]



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 signature                                                                                  | Signature                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| KUMHASTHA SARE LANDHOLDING COMPANY<br>TWO PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Ravi Kumar</i> | <div style="text-align: right;"> <i>[Signature]</i><br/>             Director<br/>             Mahesh K. Choudhary<br/>             (Name: Director: one party)           </div> <i>[Signature]</i> |
| S.A. INFRACON PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Sanjiv Yadav</i>                           | <i>[Signature]</i>                                                                                                                                                                                  |
| KUMHASTHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Vishay Garg</i>                    | <i>[Signature]</i> <i>[Signature]</i>                                                                                                                                                               |
| Witnesses:<br>1. Name: <i>SATYANAN</i><br>Address: <i>VPO BADI</i><br><i>SISTU CHANDRA</i>                   | <i>[Signature]</i>                                                                                                                                                                                  |
| 2. Name: <i>Prakash Kumar</i><br>Address: <i>Kishan Nagar</i><br><i>Ran-Jat</i>                              | <i>[Signature]</i>                                                                                                                                                                                  |

Schedule A

Description of Land A

Land situated in village Hapatpur, Gurgaon Haryana

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

Khewat/Plots No- 213/344, Rect. No. 25, Kda No. 3/24-08, 4 (3-01,5/34-0), Kda-3 Area 36 Kanal 18 Marla share 1/7 which become 8 Kanal 5 Marla 5 Khewat/Plots No. 416/492, Rect No. 25, Kda No- 21 (8-0), Rect No- 42, Kda No- 15/2 (8-4), Rect No- 43, Kda No-1 (8-0), 2 (8-0), 12/34-03, 23/8-0, Kda- 4 Area 42 Kanal 8 Marla Share is to the 4/25 which become 8 Kanal 38 Marla 5 Khewat/Share no. 270/335, Rect No- 60, Kda No- 10 (8-0), 11/8-0, 18/8-0, Kda - 3 Area 24 Kanal 5 Marla Share is to the 13/75 which become 4 Kanal 3 Marla 5 Khewat/Plots no. 251/305, Rect No- 62, Kda No- 22/1 (8-4), Rect No- 66, Kda No- 3/3 (3-4), 10/2 (3-4), Kda- 3 Area 7 Kanal 18 Marla share is to the 13/96 which become 2 Kanal 30 Marla 4 Khewat/Plots No- 281/346, and 416/490 Rect. No. 62, Kda No. 1/2 (7-0), Rect No. 28, Kda No-15/17-0, Kda - 2 Area 14 Kanal 14 Marla 5 Khewat/Share No- 275/330, Rect No- 42, Kda No-6 (8-4), 14/6-0, 15/8-0, Kda - 3 Area 28 Kanal 5 Marla Share is to the 7/8 which become 21 Kanal 0 Marla 5 Khewat No- 270/331, Rect No- 42, Kda No- 16 (8-0), Kda- 2 Area 8 Kanal 0 Marla Share is to the 28/23 which become 8 Kanal 13 Marla Total Area 88 Kanal 5 Marla situated in Village Hapatpur Tehsil B District Gurgaon State Jharkhand Post 2004-05 and Mutation No- 2588,2567,2885.

Total area 88 Kanal 5 Marla

*hpr* *Shut* *Walt*

**Schedule B**  
**Description of Land B**  
**Land situated in village Wazirpur and village Marla, Gurgaon Haryana**

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

Khasat /Khata No- 332/113, Rect. No- 90, KRa No- 9/1 (5-4), No 0 (2-12), 34 (8-4), 35 (8-1), 327-43, 28(7-2), KRa- 6 Area 28 Kanal 8 Marla Sauram situated in Village- Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 2288.

**Total area 28 Kanal 8 Marla**

Khasat /Khata No- 334/143, Rect No- 2, KRa No- 24 (8-3), Rect No- 8, KRa No- 4 (8-0), 6/13-0, 707-111, 871a- 6 Area 24 Kanal 0 Marla Sauram & Khasat /Khata No- 01/15 Rect No- 8, KRa No- 8/1 (5-10), Area 1 Kanal 18 Marla Sauram situated in Village- Marla Tehsil & District Gurgaon vide Jamabandi Year 2002-03 and Mutation No- 1332.

**Total area 25 Kanal 18 Marla**

*Wazirpur*      *Marla*      *Wazirpur*

STATE BANK OF INDIA

Sl. No. 332896

GSR/001

RECEIPT

Mineralogical Survey (1988)



STATE BANK OF INDIA

Branch

Code No.

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

(Rupees Twenty Four Lacs Sixty one Thousand Two Hundred Fifty only -/-)

from M/s. Rampratha Stone Land Holding Company Private Limited (P) Ltd. II

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

Date

24.03.88

Place

GURGAON

(Signature of Authorized Officer)

EXCHANGE DATA

|                   |                              |
|-------------------|------------------------------|
| Village           | Heeragar, Wazirpur and Mevka |
| Tahsil & District | Gurgaon                      |
| Hayatpur          | 11 Kanal 14 Marks            |
| Wazirpur          | 24 Kanal 5 Marks             |
| Mevka             | 11 Kanal 18 Marks            |
| Value             | Rs. 5,37,20,000/-            |
| Stamp Duty        | Rs. 24,61,250/-              |
| Stamp No. & Date  | 100860/March 28, 2013        |
| Issued By         | State Bank of India          |

Deficiency Voucher No. 10505

By Officer in Charge

Stamp 5/8 P 5-4-2

Jointly Registered Gurgaon



This Exchange Deed (Deed) is executed at Gurgaon on this 10<sup>th</sup> day of May, 2013 (Execution Date) by and amongst:

1. **KAMPRASTHA SARE LANDHOLDING COMPANY PVT 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. **KAMPRASTHA 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 "**Kamprastha Buildwell**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
3. **KAMPRASTHA 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, Kamprastha 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 0.56 acres (31 Kanal 14 Marla) situated in Kuyetpur, Gurgaon, Haryana more particularly described in Schedule A of this Deed (Land A).
- B. The District, Town and Country Planning, Haryana (DTCP) has granted Kamprastha Buildwell, vide order, the Success (bearing no. 46 of 2006) to use the land admeasuring 11.775 acres, respectively, situated in village Wadpur and village Mevka, Haryana to develop a group housing colony each dated 14 August, 2006 (Hence) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 11.775 acres of land in respect of which the DTCP has granted the Success, Kamprastha Buildwell is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 5.00 acres (14 Kanal 0 Marla) situated in village Wadpur and land admeasuring 6.775 acres (11 Kanal 28 Marla) situated in village Mevka, aggregating to 11.775 acres (35 Kanal 14 Marla), more particularly described in Schedule B of this Deed (Land B).
- C. Subsidiary V and Kamprastha 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 Kamprastha 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 provision of the Statute, the DTCP has granted a no objection certificate (bearing Memo No. 12-1025-S-1134-2013/3826) dated 17/04/2013 (NOC) to



2013-14



2013-14



2013



2013-14 (2013-14)

|         |         |                                                                                     |                    |
|---------|---------|-------------------------------------------------------------------------------------|--------------------|
| 2013-14 | 2013-14 |    | <i>2013-14</i>     |
| 2013-14 | 2013-14 |    | <i>2013-14</i>     |
| 2013-14 | 2013-14 |   | <i>Schneider</i>   |
| 2013-14 | 2013-14 |  | <i>Panama Kana</i> |

Rampasatha Buldhewi 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 Rampasatha Buldhewi, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1 Subject to Clause 2, Subsidiary V hereby transfers the Land A to Rampasatha Buldhewi, 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 Rampasatha Buldhewi, subject to Clause 1, hereby transfers the Land B, 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 B, to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.

##### **2. NO OBJECTION CERTIFICATE**

Subsidiary V and Rampasatha Buldhewi 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 all the rules and regulations.

##### **3. INTENTIONALLY NOT USED**

##### **4. REPRESENTATIONS AND WARRANTIES**

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

- (i) It/they has the absolute power and authority to execute this Deed and to carry out its/their obligations/undertakings hereunder;
- (ii) 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
- (iii) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or instrument to which it/they is a party and would not be against any court order, judgment or decree applicable to it/them.

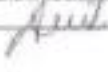
- 4.2 Subsidiary V and Rampasatha Buldhewi hereby represents and warrants that:







- (k) 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;
- (l) 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 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, Hyderabad;
- (m) Subsidiary V or Rampratha Subbireddi has not received any notice for acquisition or requisition of portion of the land A or Land B, respectively;
- (n) there are no actions, suits or proceedings pending or for which Subsidiary V or Rampratha Subbireddi, 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 to any federal, state, county or municipal department;
- (o) there are no contracts or agreements affecting the rights, title or interest in respect of the land A which Rampratha Subbireddi 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;
- (p) all taxes with respect to the Land B or the Land A have been paid or full through the Exercise Date and any liability or claim arises in respect thereto relating to the period prior to the Exercise Date shall be paid and borne by Rampratha Subbireddi or the Subsidiary V, as the case may be;
- (q) to the best of the knowledge of Subsidiary V or Rampratha Subbireddi'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;
- (r) no other corporate or other proceedings, demands, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (s) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it; and
- (t) 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 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.

«BEST 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                                                                         |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| KANPRASTHA SARE LAMCHOLING COMPANY<br>(PVT) PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Rana Gurra</i> |  |
| KANPRASTHA BUILDWELL PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Rana Yashu</i>                        |  |
| KANPRASTHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Viney Gaddy</i>                     |  |
| 1. Name <i>SATTANON</i><br>Address <i>VPO Badu</i><br><i>Dist. Jharkhand</i>                                   |  |
| 2. Name <i>Ramesh Kumar</i><br>Address <i>Krishan Nagar</i><br><i>Purbi</i>                                    |  |

Schedule A

Description of Land A.

Land situated in village Nayatpur, Gurgaon, Haryana

M/s Ramprakash Saw Landholding Company Pvt. Ltd.

Khasra/ Khata No- 260/ 121, 260/124 Sect No 6, Kite No- 4 (1-7), 5(1-7), 6/1 (1-16), 6/2 (2-4), 7 (1-5), 14(8-9), 15(8-9), 16 (8-9), 17 (8-9), 24(8-9), 25/1(8-9), 25/2 (1-9), Sect No.17, Khata no- 4/1 (1-2), 1/1 (1-12), Sect No- 10 , Kite No- 1 (1-11), 10 (1-9), 11 (1-9), 12/1 (1-12), 19/2 (1-18), 20 (8-9), 21/1(1-9), 22/1(12-14), Kite 22 Area 120 Kanal 1 Marla Share is to the 80/2821 which become 4 Kanal 22 Marla & Khata No- 261/116; Sect No-60, Kite No- 4/1 (1-14), 4/2(1-18), 6/2 (1-16), 7(8-9), 11/1(1-12), Kite 5 Area 25 Kanal 8 Marla Sakam & Khata/ Khata No- 70/82, Sect No. 71 , Kite No- 2/1 (1-9), 3/1/3/1 (1-9), 1/1 (1-9), Kite 1 Area 8 Kanal 7 Marla Share is to the 1/1 which become 1 Kanal 18 Marla & Khata/ Khata No. 71/83 Sect. No. 71 Kite No- 1/1/2 (1-6) 1/1 share 0 Kanal 1 Marla Situated in Village Nayatpur Tehsil & District Gurgaon vide Jamindari form 2084/85 and Mutation Nos- 2928, 3242, 2588.

Total Area 31 Kanal 14 Marla

GM      *[Signature]*      *[Signature]*

Schedule B  
Description of Land B  
Land situated in village Wadipur and village Mecha, Marpara

M/s Karmachita Building Pvt. Ltd.

Khowal/ Khata No- 155/ 218, Rect No- 81, Kila No- 15 (8-8), Kila -3 Area 8 Kanal 0 Marla Sujan  
Khowal/ Khata No- 156/220, Rect No 81, Kila No- 4/3 (3-32), Kila- 1 Area 3 Kanal 12 Marla Sujan  
Khowal/ Khata No- 873/491, Rect No 81, Kila No- 5/1 (5-8), 5/2 (5-12), 5/3 (8-8), Kila - 3 Area 12  
Kanal 8 Marla Sujan situated in Village- Marpara Tehsil & District Gurgaon vide Jamabandi Year  
2001-02 and Mutation No- 2188

Khowal/ Khata No- 24/ 38, Rect No- 5, Kila No- 11/1 (3-12), 11/2 (3-16), 6/2 (4-3), 5/3 (3-6), Kila- 4  
Area 15 Kanal 15 Marla Sujan situated in Village- Mecha Tehsil & District Gurgaon vide Jamabandi  
Year 2000-01 vide Mutation No- 1233.

Total Area 35 Kanal 10 Marla



STATE BANK OF INDIA

Ref No. 592579

1000

## RECEIPT

University of Oregon, Eugene 97403

STATE BANK OF INDIA

Figure 2

Case No.

Amount is made of Rs. 2,26,500/-

Received a sum of Rs. 88,600/-  
Eight Lacs Eighty Six Thousand Six Hundred  
only

only -  
Pambanthe Siva Land Holding Company  
Pura (P) Ltd. ||

Date (P) 11/01/11

Issued at New Delhi for study in Government of Mysore

© 2000 University of Chicago Press

Over

Phy

[illegible]

**EUROCOM**

(Signature of Authorizing Officer)

EXCHANGE RATE

[illegible]

8/20/11  
49  
582 511

100%

W

4/24

Plant

This Exchange Deed (Deed) is made at Gurgaon on this 15<sup>th</sup> day of May, 2025 (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 INFRA TECH 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 "Rampastha 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, Rampastha InfraTech and the Company shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

#### PREAMBLE

1. 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 measuring 0.605 acres (i) Rural II Market situated in Haryana, Gurgaon, hereinafter 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 measuring 0.605 acres (ii) Rural I Market situated in Haryana, Gurgaon, hereinafter 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".
2. The Director, Town and Country Planning, Haryana (DTP, Haryana) has granted Rampastha InfraTech, over and above, the license bearing no. 44 of 2008 to use the land measuring 41.775 acres situated in village shropur and village Meena, Haryana to develop a group housing colony dated 29 August, 2009 (license) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1978. Of such 41.775 acres of land, except of which



the DTCP has granted the License, Ramprasad Infotech, is the sole and absolute owner of, have full ownership, title and adjoining title to, the land measuring 1.406 acres (12 Kanal 17 Marla) situated in village Wazirpur more particularly described in Schedule B of this Deed (Land B).

4. Subsidiary I, Subsidiary V and Ramprasad Infotech have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary I and Subsidiary V wish to exchange the Land A for the Land B, and Ramprasad Infotech wishes to exchange the Land B for the Land A together with all associated rights to and in favor thereof.
5. Further to the provisions of section 16 of Hariyara 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-1807-11-10781-2013/94806 dated 17/04/2013(NOC) to Ramprasad Infotech in respect of the transfer of Land B to Subsidiary I and Subsidiary V, pursuant to which Parties are executing this Deed.
6. 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 as, and in favor of, Subsidiary I and Subsidiary V, on the one hand and Ramprasad Infotech, as the other hand, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary I and Subsidiary V hereby transfer the Land A to Ramprasad Infotech, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, easements, 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. Ramprasad Infotech, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, easements, 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:

- (i) B subdivided share of Land B is being transferred to Subsidiary I; and
- (ii) B subdivided share of Land B is being transferred to Subsidiary V.

##### **1. NO OBJECTION CERTIFICATE**

Subsidiary I, Subsidiary V and Ramprasad Infotech 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 Hariyara Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

##### **5. [INTENTIONALLY NOT USED]**

4. REPRESENTATIONS AND WARRANTIES

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

- (a) It/they has the absolute power and authority to execute this Deed and to carry out It/its obligation/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/they is a party and would not be against any court order, judgment or decree applicable to It/they.

4.2. Subsidiary U, Subsidiary V and Ramproffs Infotech hereto represents and warrants that:

- (a) It/they has/has and markets/owns 100% of 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 now 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, Hyderabad;
- (c) Subsidiary U, Subsidiary V or Ramproffs Infotech 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 U, Subsidiary V or Ramproffs Infotech, as the case may be, has received a notice or affecting these 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 Ramproffs Infotech will, or the Land B which the Subsidiary U 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 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 Escrower Date and any liability or claim arises in respect thereto relating to the period prior to the Escrower Date shall be paid and borne by Ramproffs Infotech or the Subsidiary U and Subsidiary V, as the case may be;

RCP-4

- (g) to the best of the knowledge of Substantary V, Substantary V or Representative In Person, as the case may be, (a) no other owner or any user or tenant or operator of the Land, has generated, stored, leaked, 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, leaked 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/undertaking contemplated hereunder;
- (i) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/ty and
- (j) it/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:

| Name of Party and signatory                                                                                   | Signature                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| KAMPRASTHA SARE LANDHOLDING COMPANY<br>TWO PRIVATE LIMITED<br>Authorized Signatory<br><br>Name: Rajat Gumber  | <br><br>Witnessed by:<br>Michael J. O'Sullivan<br>Solicitor<br>2000, 2001, 2002 |
| KAMPRASTHA SARE LANDHOLDING COMPANY<br>FIVE PRIVATE LIMITED<br>Authorized Signatory<br><br>Name: Rajat Gumber |                                                                                 |
| KAMPRASTHA INFRATECH PRIVATE LIMITED<br>Authorized Signatory<br><br>Name: Anil Yadav                          |                                                                                 |
| KAMPRASTHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br><br>Name: Anil Vinay Gulya                  |                                                                                 |
| Witnessed:<br><br>1. Name: Sanyasani<br>Address: V.P. Road<br>Dist: JALGAON                                   |                                                                                 |
| 2. Name: Pawan Kumar<br>Address: Anil Nagar<br>Rajpoot                                                        | Pawan Kumar                                                                                                                                                      |

Schedule A  
PART A  
Description of Land A

Land situated in village Hystpur, Gurgaon, Haryana

M/s Rampratha Saw Landholding Company Pvt. Ltd.

Survey/ Chak No- 44/55, Sect. No- 65, Kls No- 20/3 (4-10), Sect No- 65, Kls No- 1/2 (4-5, 2/3 (2-5), Kls - 3 Area 12 Kanal 18 Marla share is to the 1/2 which belongs to Kunal & Mani situated in village Hystpur Tehsil & District Gurgaon vide Jamabandi Year- 2004-05 and Mutation No- 2598

PART B

Description of Land A

M/s Rampratha Saw Landholding Company Pvt. Ltd.

Survey/ Chak No- 44/55, Sect. No- 65, Kls No- 20/3 (4-10), Sect. No- 65, Kls No- 1/2 (4-5, 2/3 (2-5), Kls - 3 Area 12 Kanal 18 Marla share is to the 1/2 which belongs to Kunal & Mani situated in village Hystpur 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, Durgam, Mysore

M/s Samparkatha InfraTech Pvt. Ltd.

Khowli/ Khata No- 144/200, Sect. No- 50, Kite No-4 (3-0), 13 (4-17), Kite - 2 Area 12 Kanal 17  
Mulla Salem situated in village - Wazirpur Tehsil & District Gulberg Kite Jansabadi Year- 2005-06  
and Mutation No- 2294

Total Area 12 Kanal 17 Marla

Ym  
WAT  
Reed





2013-14



2013-14



2013



2013-14



|          |        |                                                                                   |                                                                                   |
|----------|--------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| सूचक सं. | कालिका |  |  |
| सूचक सं. |        |  |  |
| सूचक सं. | विमल   |  |  |
| सूचक सं. | विमल   |  |  |

**प्रमाण-पत्र**

प्रमाणित किया जाता है कि यह प्रमाण-पत्र 3,954 अथवा अधिक 14/05/2013 को जारी है। (विषय सं. 11,234 के रूप में) 7 या अधिक दिनों तक इस प्रमाण-पत्र को प्रयोग में लाया जा सकता है। (विषय सं. 2,901 के रूप में) 14 से 25 तक दिनों तक। यह भी प्रमाणित किया जाता है कि इस प्रमाण-पत्र को प्रमाणित करने वाले अधिकारी ने अपने प्रमाण-पत्रों को जारी करने के लिए हस्ताक्षर किए हैं।

दिनांक 14/05/2013

डा. राजेश कुमार शर्मा  
मुख्य

12

STATE BANK OF INDIA

Sl No 392865

QSR / 001

RECEIPT

—Kash Gurgaon-2000



STATE BANK OF INDIA

Branch

Code No.

Received a sum of Rs. 21,450/-

(Rupees Five Lacs Seventy one Thousand Four Hundred fifty only)

for the Ranvir Nathi Sare Land Holding Company Five (P) Ltd.

including at Rs. 20,000/- for credit to Government of Mysore interest towards Stamp Duty

Date

Place

GURGAON

(Signature of Authorised Officer)

EXCHANGE DETD

|                   |                       |
|-------------------|-----------------------|
| Village           | Hajipur and Wazipur   |
| Tahsil & District | Gurgaon               |
| Hajipur           | 8 Canal 2 Marks       |
| Wazipur           | 8 Canal 2 Marks       |
| Value             | Rs. 1,20,00,000/-     |
| Stamp Duty        | Rs. 5,71,450/-        |
| Stamp No. & Date  | 100005/March 28, 2003 |
| Issued By         | State Bank of India   |

Reference No. 260 / -

By Order of

Date of

STEP 5-5-02

Handwritten signatures and initials.

प्रमाण नं. 3455

दिनांक 14/05/2013

**द्वितीय बतरी विवरण**

द्वितीय नं. 145 EXCHANGE OF PROPERTY OUTSIDE NC AREA

आवेदनकर्ता/प्राप्त करदाता: कुलकर्णी

प्राप्त करदाता: कुलकर्णी

**प्राप्त करदाता विवरण**

|                                                                     |                                               |
|---------------------------------------------------------------------|-----------------------------------------------|
| द्वितीय विवरण नं. 145 प्राप्त करदाता कागजात नं. 12,000,000.00 रुपये | प्राप्त करदाता कागजात नं. 100,000.00 रुपये    |
| आवेदनकर्ता/प्राप्त करदाता कागजात नं. 12,000.00 रुपये                | द्वितीय प्राप्त करदाता कागजात नं. 2,000 रुपये |
| वे. नं. 1-51                                                        | प्राप्त करदाता कागजात नं. 14/05/2013          |

दस्तावेज/कागजात नं. 2013/145

(Endorsed By) Mutual & Charitable Act

यह प्रमाण पत्र दिनांक 14/05/2013 को प्रमाणित करने के लिए जारी किया गया है। यह प्रमाण पत्र केवल एक ही बार ही प्रयोग में लाया जा सकता है।

प्रमाणित करने वाला:

प्रमाणित करने वाले अधिकारी  
प्राप्त करदाता

ई-प्रमाणित करने वाले अधिकारी का पता: P.O. Box 120, New Delhi-110002

आवेदनकर्ता का पता: श्री/श्रीमती/श्रीमान का पता: New Delhi-110002

प्रमाणित करने वाले अधिकारी का पता: श्री/श्रीमती/श्रीमान का पता: New Delhi-110002

प्रमाणित करने वाले अधिकारी का पता: श्री/श्रीमती/श्रीमान का पता: New Delhi-110002

प्रमाणित करने वाले अधिकारी का पता: श्री/श्रीमती/श्रीमान का पता: New Delhi-110002

दिनांक 14/05/2013

प्रमाणित करने वाले अधिकारी  
प्राप्त करदाता

This Exchange Term Deed is made at Gurgaon on this 14<sup>th</sup> day of May, 2013 (Execution Date) by and amongst:

1. **RANIPRASTHA SARE LANDHOLDING COMPANY PVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-30, 2 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. **RANIPRASTHA GREENS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, 2 Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "Raniprastha Greens"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
3. **RANIPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at C-10, 2 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, Raniprastha 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 Haryana, more particularly described in Schedule A of this Deed (Land A);
- B. The Director, Town and Country Planning, Haryana (DTCP) has granted Raniprastha Greens, inter alia, the licence (bearing no. 46 of 2006) to use the land admeasuring 41.775 acres situated in village Madanpur and village Mehra, Haryana to develop a group housing colony dated 14 August, 2009 (Licence) under rule 52 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, Raniprastha Greens, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 1.000 acre (8 Kanal 0 Marla) situated in village Wadgaon more particularly described in Schedule B of this Deed (Land B);
- C. Subsidiary V and Raniprastha 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 Raniprastha 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, 1976 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. 10-1835-6 d/NA/2013/3806) dated 17/04/2013/NOO to Raniprastha Greens in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.



2013/14



2013/14



2013



as before (before 2013)

|         |         |                                                                                     |         |
|---------|---------|-------------------------------------------------------------------------------------|---------|
| 2013/14 | 2013/14 |    | 2013/14 |
| 2013/14 | 2013/14 |    | 2013/14 |
| 2013/14 | 2013/14 |   | 2013/14 |
| 2013/14 | 2013/14 |  | 2013/14 |

8. 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 Rampratha 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 Rampratha Greens, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, easements, 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. Rampratha Greens, subject to Clause 2, hereby transfer the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, easements, 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 Rampratha 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 said NOC or the Rayalase 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 statutory power and authority to execute this Deed and to carry out It/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/His.

###### **4.2. Subsidiary Y and Rampratha 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, tax, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever now and until the mortgage created by the Company in

प्रश्न-१९

अर्थशास्त्र के अनुसार वस्तु है कि वह वस्तु प्रत्येक 1,956 अथवा दिनांक 14/05/2013 को जारी है। (विशेष नं. 11,208 में  
 प्रश्न नं. 187 का निर्देशित किया गया है) इससे यह भी अतिरिक्त नहीं माना। (विशेष नं. 1,964 में  
 प्रश्न नं. 55 में 56 का निर्देशित है) यह भी अर्थशास्त्र के अनुसार है कि यह वस्तु के अंतर्गत ही  
 रखी है। इससे अर्थशास्त्र के अनुसार ही माना जाये।

दिनांक 14/05/2013

सा.प्रमुख अधिकारी  
 प्रमुख

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

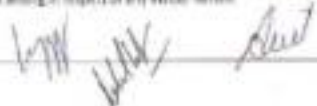
- (ii) Subsidiary V or Rampratha Girees has not received any notice for acquisition or repulsion of portion of the Land A or Land B, respectively;
- (ix) there are no actions, suits or proceedings pending or for which Subsidiary V or Rampratha Girees, as the case may be, has received a notice or affecting that 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;
- (x) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Rampratha Girees 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 and except rights created by Company in favour of the flat buyer under respective flat buyer agreements for Land A;
- (xi) all taxes with respect to the Land B or the Land A have been paid in full through the Escrower Bank and any liability or claim exists in respect thereof existing to the period prior to the Escrower Bank shall be paid and borne by Rampratha Girees or the Subsidiary V, as the case may be;
- (xii) to the best of the knowledge of Subsidiary V or Rampratha Girees, as the case may be, (a) no other 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;
- (xiii) no other corporate or other proceedings, suits, actions, approvals, etc. are necessary for authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (xiv) upon execution hereof, this Deed will constitute legal, valid and binding obligations on Land B; and
- (xv) Sub V 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.





# 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:

Witness No. 1  
Wahab E. Chohan  
Advocate  
Dist. Court, Durgam

| Name of Party and signatory                                                                              | Signature                                                                           |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| RAMPRAKSHA SARE LANDHOLDING COMPANY<br>HIVE PRIVATE LIMITED<br>Authorized Signatory<br>Name: RAHUL GUPTA |    |
| RAMPRAKSHA GREENS PRIVATE LIMITED<br>Authorized Signatory<br>Name: Amit Yadav                            |    |
| RAMPRAKSHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: VINAY GARG                       |    |
| Witnesses:                                                                                               |                                                                                     |
| 1. Name: SATTA VANI<br>Address: VPO BARDI<br>Not Duggad                                                  |  |
| 2. Name: Ramesh Kumar<br>Address: Khatola Nagar<br>Ranchi                                                |  |

**SCHEDULE A**  
**Description of Land &**  
**Land situated in village Hestpur, Gurgaon, Haryana**

M/s Kartavya Sars Landholding Company Pvt. Ltd.

Chowk/ Khata No- 378/ 443, Rest No- 02, Khat No- 12 (7-12), 13B-03, 14 (B-03), 18B-03, 1671 (B-03),  
Khat - 5 Area 36 Kanal 10 Manna owner's Share 100/716 which became 5 Kanal 5 Morla situated in  
village Hestpur Tehsil 5 District Gurgaon vide Journal of Year 2004-05 and Mutation No- 2586

**Total Area 8 Kanal 5 Morla**

*W. Arif* *W. Arif*

**Schedule B**  
**Description of Land B**  
Land situated in village Wadpur, Gurgaon Haryana

M/s Sarvagya Greens Pvt. Ltd.

Khasra/ Chata No- 234/ 235, Sect No- 80, KRo No- 22/1 (1-0), KRo- 1 Area 3 Kanal 3 Marla Sootan  
Khewaj/ Chata No- 234/15, Sect No- 80, KRo No- 22/1 (2-0), KRo- 1 Area 3 Kanal 3 Marla Sootan  
situated in Village Wadpur Tehsil B, District Gurgaon vide Jawabandi Year 2003-02 and Mutation  
No- 2342.

Total Area 3 Kanal 3 Marla



STATE BANK OF INDIA

Sl. No. 592872

QSR / 031

RECEIPT

Chennai Road, Bangalore-560002

STATE BANK OF INDIA

Branch

Code No.

Received a sum of Rs. 36,27,959/-

1) Hopes Party Six Lac Seven Thousand Nine Hundred & 59/-

Now only -

2) Sum of Rs. 36,27,959/- to the State Land Holding Company Five (P) Ltd.

Issued at New Delhi 05.10.2013 for credit to Government of Karnataka account towards Stamp Duty.

Date

11.10.2013

Place

BANGALORE

(Signature of Authorized Officer)

EXCHANGE DUES

|                    |                         |
|--------------------|-------------------------|
| Village            | Hoysale and Slewa       |
| Taluk & District   | Gargach                 |
| Hoysale            | 40 Kanal 17.5 Marla     |
| Slewa              | 50 Kanal 11 Marla       |
| Value              | Rs. 18,25,000/-         |
| Stamp Duty         | Rs. 36,27,959/-         |
| Stamp No. & Expiry | 592872/Stamp 15.10.2013 |
| Issued by          | State Bank of India     |

Reference No. 53  
By Station 53  
Date 11.10.2013

And LAKH / 1000 Page 1



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

1. **KANPRASHTHA SARE LANDHOLDING COMPANY PVT PRIVATE LIMITED**, earlier known as **CORPORATE ERM 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 inconsistent to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
2. **KANPRASHTHA INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act, 2006, having its registered office at C-20, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "**Kanprashtra Infrastructure**"), which expression shall, unless inconsistent to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
3. **KANPRASHTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 2006, having its registered office at C-20, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "**Company**"), which expression shall, unless inconsistent to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary V, Kanprashtra 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 5.000 acres (40 kanal 0.3 marla) situated in Haryana more particularly described Part A of Schedule A of this Deed, Corporate ERM Pvt Ltd, currently known as **Kanprashtra Sare Landholding Company Pvt 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 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 5.855 acres (46 Kanal 17.5 Marla).
- B. The District, Town and Country Planning, Haryana (DTCP) has granted Kanprashtra Infrastructure, inter alia, the License (bearing no. 44 of 2009) to use the land admeasuring 41.775 acres situated in village Wadpur and village Mehta, Haryana to develop a group housing colony dated 14 August, 2009. Granted under Rule 32 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, Kanprashtra Infrastructure, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land admeasuring 3.818 acres (34 Kanal 11 Marla) situated in village Mehta more particularly described in **Schedule B** of this Deed (**Land B**).
- C. Subsidiary V and Kanprashtra Infrastructure have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary V with



1097 10



1097 11



1097



1097 12

1097 13

Rajul Gupta



Rajul Gupta

1097 14

Tina Anil Yadav



Tina Anil Yadav

1097 15

Suresh



Suresh

1097 16

Puneet



Puneet Kumar

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

3. Further to the provisions of section 7A of Havana Development and Regulation of Urban Areas Act, 1975 and the intention of the Parties, the OTCF has granted a no objection certificate (bearing Memo No. LC-1695-H-01/VAH-2013/20886 dated 21/04/2013 (NOC)) to Ramproach Infrastructure in respect of the transfer of Land B to Subsidiary V, pursuant to which Parties are executing this Deed.
4. 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 Ramproach Infrastructure, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary V hereby transfers the Land A to Ramproach 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. Ramproach Infrastructure, subject to Clause 2, hereby transfers the part-1 of Land B addressing 48 Karel 11 Marka to Subsidiary V and part 2 of Land B addressing 5 Karel 26 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.

##### **2. NO OBJECTION CERTIFICATE**

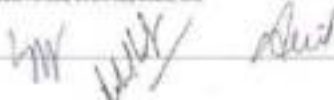
Subsidiary V and Ramproach Infrastructure confirms that the exchange of Land B with the Land A has been effected after obtaining the NOC and upon satisfaction of all the conditions prescribed under such NOC or the Havana Development and Regulation of Urban Areas Act, 1975 and allied rules and regulations.

##### **3. [INTENTIONALLY NOT USED]**

##### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1. Subsidiary V and Ramproach Infrastructure hereby represents and warrants that:

- (a) It has the absolute power and authority to execute this Deed and to carry out its/her obligations under this Deed;
- (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







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

4.2. **Subsidiary V or Ramprotha Infrastructure** hereby represents and warrants that:

- (i) it/they 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;
- (ii) the Land A and Land B is free and clear of any encumbrances, mortgages, charges, liens, attachments, claims, demands, whether possible 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, Hyderabad;
- (iii) Subsidiary V or Ramprotha Infrastructure has not received any notice for acquisition or acquisition of portion of the Land A or Land B, respectively;
- (iv) there are no actions, suits or proceedings pending or for which Subsidiary V or Ramprotha Infrastructure, as the case may be, has received a notice or affecting their respective Land at any person thereof, or against them/its 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;
- (v) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Ramprotha Infrastructure will, or the Land B which the Subsidiary V will, acquire under this Deed including any power of attorney in respect of the Land B or the Land A, as the case may be;
- (vi) 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 thereof relating to the period prior to the Execution Date shall be paid and borne by Ramprotha 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;
- (vii) to the best of the knowledge of Subsidiary V or Ramprotha 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;
- (viii) no other corporate or other proceedings, lawsuits, approvals, etc. are necessary or authorities the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (ix) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/it/and

Q2. Who has the power to enter into and perform the execution of this Deed.

**6. 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:  
Sudesh K. Choudhary  
Advocate  
Gurgaon, Haryana

| Name of Party and signatory                                                                                                                                                           | Signature                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>RANPRAGTHA SAKI UNHOLDINGS CORP/PART<br/>PVT. PRIVATE LIMITED</b> (earlier known as<br>CORPORATE EDNA PRIVATE LIMITED)<br><br>Authorized Signatory<br><br>Name: <i>Rahul Gupta</i> |   |
| <b>RANPRAGTHA INFRASTRUCTURE PRIVATE<br/>LIMITED</b><br><br>Authorized Signatory<br><br>Name: <i>Anurag Yadav</i>                                                                     |  |

*[Handwritten signature]*

RAMPRASTHA SARE REALTY PRIVATE LIMITED  
Authorized Signatory

*[Signature]*

Name: *Vijay Singh*  
Witness:

1. Name: *SETHAWAN*  
Address: *UP- GAOH*  
*DIST-CHANDER*

*[Signature]*

2. Name: *PARVEEN KUMAR*  
Address: *WISHWAN NIGAR*  
*BALIPAT*

*[Signature]*

**Schedule A**  
**Description of Land A**  
 Land situated in village Nayapur, Gurgaon, Haryana

**M/S Ramprastha Sare Landholding Company Pvt. Ltd**

Khasra/ Khata No- 212/263, Reet No. 23, Kita No- 5/2/2 (7-0), 7/3 (7-7), 15/1/2 (8-31), 15/2 (8-8), 16/1 (8-8), 16/2 (8-12), Kita - 5 Area 23 Kanal 0 Marla share is to the 1/3 which becomes 8 Kanal 0 Marla.

Khasra/ Khata No- 22/27, Reet No. 23, Kita No- 5/2/121, 17/8/0, 19/8/0, 18 (7-12), 21/24/0, 22/1 (9-0), 23/1 (11), 24/1 (9-0), Reet No- 28, Kita No- 5/1 (2-13), Kita - 8 Area 17 Kanal 0 Marla share is to the 1/3 which becomes 21 Kanal 21.5 Marla.

Situated in Village- Nayapur Tehsil & District Gurgaon (Jamaland) Year 2004-05 vide Mutation No- 2720, 2772.

**Total Area 49 Kanal 0.5 Marla**

**FORMERLY M/S CORPORATE ERM PVT. LTD, CURRENTLY KNOWN AS: RAMPRASTHA SARE LANDHOLDING COMPANY PVT. LIMITED**

Khasra/ Khata No- 45/58, Reet No. 40, Kita No- 18/2/2 (8), 20/1/2 (4), 21/1/2/2 (4), Kita - 3 Area 5 Kanal 20 Marla Share is to the 1/3, Kita No- 54, Kita No- 6/3/20/0, Kita 1 Area 2 Kanal 2 Marla share is to the 1/3 which becomes 2 Kanal 1 Marla. Total area 8 Kanal 17 Marla

Khasra/ Khata No- 214/269, Reet No. 28, Kita No- 6/2/2-3, 6/3/2-5, 7/1/2-1, 7/2/2-1, 14/2/2-1, 15/1/2-1 Kita - 8 Area 0 Kanal 20 Marla share is to the 2/123 which becomes 3 Kanal 0 Marla.

is situated village -Nayapur Tehsil & District Gurgaon (Jamaland) Year- 2004-05 Vide Mutation No- 2136, 2598.

**Total area 8 Kanal 17 Marla**

**Grand Total area 46 Kanal 17.5 Marla**

*[Handwritten signatures]*

**Schedule B**  
**Description of Land B**  
Land situated in Village Mouka, Gungahlin Municipality

**Part - 1**

Khewat/Chata No 153/153, Part No- 1, KPa No. 24 (B-06), Part No- 1, KPa No- 3 (7-01, A(1-1), 7(1-0), 8(8-0), 11/11(1-12), 13/13(4-4), 14/14(4-4) (KPa B Area 48 Kanal 35 Marla Sualam). Situated in Village- Mouka Tahsil & District Gungahlin Janselamul Year 2002-03 Vide Mutations No- 1173 & Part Bazar No- 18.

**Total Area 48 Kanal 35 Marla**

**Part - 2**

Khewat/Chata No 153/153, Part No- 1, KPa No 21 (5-01), KPa 1, Area 5 Kanal 16 Marla Sualam, Situated in Village- Mouka Tahsil & District Gungahlin Janselamul Year 2002-03 Vide Mutations No- 1173 & Part Bazar No- 18.

**Total Area 5 Kanal 16 Marla**

**Grand Total Area 54 Kanal 11 Marla**









This Exchange Deed (Deed) is executed at Gurgaon on this 11<sup>th</sup> 7<sup>th</sup> day of May, 2013  
(Execution Date) by and amongst:

1. **RAMPRASTHA SARE LANDHOLDING COMPANY PVT. PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-30, 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-30, 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-30, 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 measuring 5.485 acres (51 Kanal 37 Marla) situated in Haryana, Gurgaon. Hereinafter 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, after also, the license (bearing no. 44 of 2003) to use the land measuring 43.375 acres situated in village Wazirpur and village Mevra, Haryana to develop a group housing colony dated 14 August, 2005 (License) under Rule 22 of the Haryana Development and Regulation of Urban Areas Rules, 1976. DTCP has 41.333 acres of land in respect of which the DTCP has granted the License. S.A. Townships is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land measuring 5.562 acres (52 Kanal 32 Marla) situated in village Mevra 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 provision of section 76 of Haryana Development and Regulation of Urban Areas Act, 1976 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. LC-2020-1142(14)-2013/24826) dated 24/04/2013 (NOO) 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, easements, 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, easements, rights, equities, claims, demands, privileges, or appurtenances to the Land B, to NDC, possess and enjoy forever, free from all encumbrances and any other statutory charges.

##### **1. 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 prior satisfaction of all the provisions prescribed under such NOC or the Hyderabad Development and Regulation of Urban Areas Act, 1975 and all related rules and regulations.

##### **1. [INTENTIONALLY NOT USED]**

##### **1. REPRESENTATIONS AND WARRANTIES**

##### **1.1. Each of the Parties hereby represents and warrants that:**

- (a) it/they has the absolute power and authority to execute this Deed and to carry out its/their 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/they is a party and would not be against any court order, judgment or decree applicable to it/them.

##### **1.2. 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 1), 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 involved 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, Harare;

- (f) It has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;
- (g) 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;
- (h) 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 and except rights created by company in favour of the flat buyer under respective flat buyer agreements for land B;
- (i) All taxes with respect to the Land B or the Land A have been paid in full through the Exclusion Date and any liability or claim arisen in respect thereof relating to the period prior to the Exclusion Date shall be paid and issue by S.A. Townships or the Subsidiary V, as the case may be;
- (j) 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;
- (k) no other corporate or other proceedings, comments, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (l) upon execution hereof, this Deed will constitute legal, valid and binding obligations on him/its; and
- (m) it/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.

**6. 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.

**7. 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.

**8. 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                                                                                               |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>SANPRASTHA SARE (LANDHOLDING COMPANY) PVT. PRIVATE LIMITED</b><br>Authorised Signatory<br>Name: <i>Pune Kumar</i> | <i>[Signature]</i><br><i>Michael P. Chaudhary</i><br><i>Advocate</i><br><i>Bar at Madras High Court</i> |
| <b>S.A. TOWNSHIPS PRIVATE LIMITED</b><br>Authorised Signatory<br>Name: <i>Amr Yashni</i>                             | <i>[Signature]</i>                                                                                      |
| <b>SANPRASTHA SARE REALTY PRIVATE LIMITED</b><br>Authorised Signatory<br>Name: <i>Vinay Kumar</i>                    | <i>[Signature]</i>                                                                                      |
| Witnesses:<br>1. Name: <i>SATISHWAR</i><br>Address: <i>v/o SAGI</i><br><i>DIST CHANDLER</i>                          | <i>[Signature]</i>                                                                                      |
| 2. Name: <i>Pune Kumar</i><br>Address: <i>Madison Nagar</i><br><i>Pune, India</i>                                    | <i>[Signature]</i>                                                                                      |

#### Separations of Land A

## Land cleared in village Hestaur, Gurgash, Harana

Mitsubishi Sumitomo Real Estate Development Co., Ltd.

*Cover:* Photo No- 12/67, Part No- 8, File No- 12/9-C, 12B-C, 12C-C, 12D-C, 12E-C, 12F-C, 12/G-TN, 25/27-DB; Act No- 17, File No- 20A-C, 20-B, 20-C, File II case- 29 Court I Mark there is in the 1/7 which became M. Band II Maria situated in Village -Hogaypur Taluk & Dist Gurgaon vide Amendment Year- 2004-05 and Mutation No- 2058.

Planet/Mars No. 215/281, Sun No. 22, 816 No. 2/15/11-11/30/17, 14/17-18/17, 17/18, 816-4  
 Area 21 David 6 Maria share is to the 145 which become 1 David 2 Maria shared in Village  
 Highway To the 1 Star Canyon site (created Year 2004) and Mission No. 2155.

Household/Plot No 286/321 Sect No. - 41 Efta No- 1/2/1 (5-26,36/2 (7-10), 11/8-10, 11/1 (7-10), 21/1 (3-15), 21/5/5-11), Efta - 9 Area 12 Karel 12 Marka Shure 6 to the 286/4387 which become 6 Karel 12 Marka. Physical Village: Marupit Tahsil & Dist Gurgaon. Site Identified Year 2004/22 and Mutation No:- 2158, 2222 and 2988. - (1991).

Send your TI Manual IP Address

Reprinted from 1998, *Wash. Post*, p. 53. <http://www.washingtonpost.com>

Wm ~~Wm~~ Hunt

**Schedule -B**  
**Description of Land-B**  
**Land situated in village Mewka, Gurgaon, Haryana**

**M/s S.A. Townships Pvt. Ltd**

Khasra/Chuzi No- 35/37-38, Rect No- 2, Kila No- 138-01, 208-03, 3/33-01, 8/31-03, 9/33-04, 10/18-05, Rect No- 1 Kila No- 22 (4-13), Rect No- 1, Kila No- 22 (1-08), Rect No- 3, Kila No- 3/30-03, 6/33-11, 4/10-33 Area 43 Kanal 7 Marla Section situated in Village- Mewka Tehsil & Distt Gurgaon vide Jamabandi Year 2002-03 and Mutation Nos- 1274-1275-1276.

Khasra/Plota No- 163/173, Rect No- 3, Kila No- 14(5-4), 5/38-01, 10/5-50, 21/4-01, 23/7-03, Kila- 5 Area 27 Kanal 3 Marla share is to 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**

*[Handwritten signatures]*

पत्रिका क्र. 2029

दिनांक 14/05/2013

**द्वितीय खरीद विवरण**

द्वितीय का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA  
 पदवी/पद-सहित पदवी  
 पद/पद: सहायक

**प्रथम खरीद विवरण**

|                                                 |                                      |
|-------------------------------------------------|--------------------------------------|
| प्रथम खरीद का नाम सहायक सहायक 58,750,000.00 रु. | प्रथम खरीद की तारीख 1,001,000.00 रु. |
| प्रथम खरीद की तारीख 1,001,000.00 रु.            | प्रथम खरीद की तारीख 1,001,000.00 रु. |
| द्वितीय का क्र. 41                              | द्वितीय का क्र. 41                   |
| द्वितीय का क्र. 41                              | द्वितीय का क्र. 41                   |

Prepared By: M. E. Choudhary

Service Charge: 100,000.00

यह पत्रिका 14/05/2013 को जारी की गई है। इस पत्रिका में 1,001,000.00 रु. का प्रथम खरीद विवरण दिया गया है।  
 (यह पत्रिका 14/05/2013 को जारी की गई है। इस पत्रिका में 1,001,000.00 रु. का प्रथम खरीद विवरण दिया गया है।)

प्रथम खरीदकर्ता

प्र.सहायक प्रथम खरीदकर्ता  
 पदवी

द्वितीय खरीदकर्ता: M. E. Choudhary

प्रथम खरीद का नाम सहायक सहायक 58,750,000.00 रु. (यह पत्रिका 14/05/2013 को जारी की गई है। इस पत्रिका में 1,001,000.00 रु. का प्रथम खरीद विवरण दिया गया है।)  
 प्रथम खरीदकर्ता: M. E. Choudhary  
 प्रथम खरीदकर्ता: M. E. Choudhary  
 प्रथम खरीदकर्ता: M. E. Choudhary

दिनांक 14/05/2013

प्र.सहायक प्रथम खरीदकर्ता  
 पदवी



डा. रा. रा.



डा. रा. रा.



रा. रा.



डा. रा. रा. रा. रा. रा. रा.

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| रा. रा.     | रा. रा.     |   | Satish       |
| रा. रा.     | रा. रा.     |  | Ramesh Kumar |





STATE BANK OF INDIA

Dr No. 592878

GSR/001

RECEIPT

Mehra Road, Gurgaon (122001)

STATE BANK OF INDIA

Branch

Cash No.

Received a sum of Rs. 5,12,50,000/-

(Rupees Five Lacs Twelve Thousand Five Hundred Rupees only)

From M/s. Kankaratha Green Land Holding Company  
Private Limited.

including Rs. 10,000/- (Ten thousand only) for credit to Government of Haryana

received towards Stamp Duty.

Date

Place



(Signature of Authorized Officer)

EXCHANGE INFO

| Village          | Payable and Mode      |
|------------------|-----------------------|
| Town & District  | Gurgaon               |
| Registrar        | G Rural & Urban       |
| Shreka           | 2 Block 10 Shreka     |
| Value            | Rs. 5,12,50,000/-     |
| Stamp Duty       | Rs. 5,12,500/-        |
| Stamp No. & Date | 110079/March 29, 2013 |
| Received By      | State Bank of India   |

Signature of 4000  
By Cashier for 4000  
Date of 518 P 54 N

Signature of 4000

Page 1

This Exchange Deed (Deed) is made at Gurgaon on this 11/11 day of May, 2013 (Execution Date) by and amongst:

1. **KAMPRASTHA 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. **KAMPRASTHA 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 "Kamprastha Buildwell"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
3. **KAMPRASTHA 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, Kamprastha 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 measuring 0.880 acres (8 Kanal 8 Marla) situated in Reetpur, Gurgaon, Haryana more particularly described in **Schedule A** of this Deed (Land A);
- B. The District, Town and Country Planning, Haryana (DTCP) has granted Kamprastha Buildwell, inter alia, the Licenses (bearing no. 58 of 2011 and no. 49 of 2009) to use the land measuring 7.041 acres and 41.775 acres, respectively, situated in village Wadpur and village Mahwa, Haryana to develop a group housing colony each dated 23 July, 2011 and 14 August, 2009, respectively (collectively referred to as "Licenses") under Rule 12 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 Licenses, Kamprastha Buildwell, is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land measuring 0.880 acres (8 Kanal 10 Marla) situated in village Mahwa more particularly described in **Schedule B** of this Deed (Land B);
- C. Subsidiary II and Kamprastha 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 Kamprastha Buildwell wishes to exchange the Land B for the Land A together with all associated rights to and in favor thereof;
- D. Further to the provisions of section 74 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-1635-B-E (VAT 1051/1600) dated 17/04/2013 and Memo No. LC-1635-B-E (VAT 2013/0014) dated 17/04/2013 (NOC) to Rampradha Bullwell in respect of the transfer of Land B to Subsidiary B, pursuant to which Parties are executing this Deed.

8. 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 Rampradha Bullwell, respectively under this Deed.

#### **CREATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary B hereby transfers the Land A to Rampradha Bullwell, together with the rights, title and interest therein, with all the benefits, advantages, concessions, easements, encumbrances, easements, 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. Rampradha Bullwell, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, easements, encumbrances, easements, 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 Rampradha Bullwell 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 Mysore Development and Regulation of Urban Areas Act, 1973 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/His.
- 4.2. Subsidiary B and Rampradha Bullwell hereby represents and warrants that:

Page 4

- (4) It is true and lawful 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;
- (5) 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, Bangalore;
- (6) Subsidiary B or Rampradha Builders/ has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;
- (7) there are no actions, suits or proceedings pending or for which Subsidiary B or Rampradha Builders/ 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;
- (8) there are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Rampradha Builders/ will, or the Land B which the Subsidiary B will, execute 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;
- (9) all taxes with respect to the Land B or the Land A have been paid in full through the Exclusion Date and any liability or claim arisen in respect thereto relating to the period prior to the Exclusion Date shall be paid and borne by Rampradha Builders/ or the Subsidiary B, as the case may be;
- (10) to the best of the knowledge of Subsidiary B or Rampradha Builders/, 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;
- (11) 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
- (12) upon execution hereof, this Deed will constitute legal, valid and binding obligations on both;

## 1. 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                                                                         |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| KAMPAKATHA SARE LANDHOLDING COMPANY<br>TWO PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Ramul Gupta</i> |  |
| KAMPAKATHA BUILDWELL PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Prateek Yadav</i>                     |  |
| KAMPAKATHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Vinay Gohil</i>                     |  |
| 1. Name <i>SATYANWAN</i><br>Address <i>VPN BADI</i><br><i>Dist JHARKH</i>                                      |  |
| 2. Name <i>Pooja Kumar</i><br>Address <i>Krishna Nagar</i><br><i>Patna</i>                                     |  |

Schedule A

Description of Land A

Land situated in village Hoyalpur, Gurgaon, Haryana

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

Block/Share No - 80/81, Sect No- 08, Site No - 22/2 (3-0), 22/2 (3-11), Sect No- 71, Site No- 2/10-11, 3/2/1 (5-11), Area - 4 Acres 12 Kanal 17 Marla share is to the 1/2 which became 6 Kanal 8 Marla situated in Village Hoyalpur Tehsil & District Gurgaon vide sanctioned Year 2004-05 and Mutation No- 2396.





**Description of Land B**  
**Land situated in village Marka, Gurgum, Mayyana**

**M/s Sampathka Builders Pvt. Ltd.**

Chowki/Marka No- 150/175, Rect No- 3, Killa No- 34 (3-4), 37 (3-5), 38 (3-6), 204-5, 227-28, Khat Area 27 Kanal 5 Masha drawn in to the 1/30 which become 2 Kanal 14 Masha & Khasra No - 180/199, Rect No- 3, Killa No- 1/2 (3-12), Khat Area 3 Kanal 12 Masha Share 4 to the 5/7 which become 4 Kanal 16 Masha situated in Village Marka Taluk & District Gurgum code Jamshandi Year 2002-03 and Mutation No- 1350

**Total area 7 Kanal 18 Masha**

*LM*      *WV*      *And*





डा. राजीव शर्मा, अध्यक्ष

|         |                       |                                                                                     |                     |
|---------|-----------------------|-------------------------------------------------------------------------------------|---------------------|
| 1987-88 | Salad Greens          |    | <i>Salad</i>        |
| 1988-89 | Tomato - Early Taster |    |                     |
| 1989    | Carrots               |   | <i>Suburban</i>     |
| 1990    | Parrots               |  | <i>Parrots Kuma</i> |



STATE BANK OF INDIA

S. No. 392873

QSR / 101

RECEIPT

Surat Branch, Gujarat (2100)

STATE BANK OF INDIA

Branch

Credit No.

Received a sum of Rs. 1,65,000/-

Rs. Sixteen lac fifty thousand only

Shri. Ramprakash Sarda Land Holding Company Pvt. Ltd. (P) Ltd.,

Residing at New Delhi for credit to Government of Gujarat

Amount towards Stamp Duty

Date

Place

11 APR 2011

GURGAON

(Signature of Authorised Officer)

EXCHANGE DEED

| Village          | Rayatpan and Wastpur |
|------------------|----------------------|
| Taluk & District | Gurgaon              |
| Rayatpan         | 24 Kanal 0 Marla     |
| Wastpur          | 20 Kanal 0 Marla     |
| Value            | Rs. 1,50,00,000/-    |
| Stamp Duty       | Rs. 18,75,000/-      |
| Stamp No. & Date | 101873, March 2011   |
| Issued by        | State Bank of India  |

Low class Amt Bank of SBI Sank

Surat Branch, Gujarat



This Exchange Deed (Deed) is made at Gurgaon on this 1<sup>st</sup> day of May, 2013 (Execution Date) by and amongst:

1. **KAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-18, C-Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "Subsidiary P", which expression shall, unless required to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
2. **KAMPRASTHA 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 "Kamprastha Housing"), which expression shall, unless required to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns;
3. **KAMPRASTHA 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 required to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary P, the Company and Kamprastha Housing shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

#### PREAMBLE

- A. Subsidiary P, 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 at Haridwar, Gurgaon, Haryana more particularly described in Schedule A of this Deed (Land A).
- B. The Director, Town and Country Planning, Haryana (DTCP) has granted Kamprastha Housing, after 40% of the license (bearing no. 44 of 2008) to use the land admeasuring 42.775 acres situated in village Wadpur and village Nayla, Haryana to develop a group housing colony dated 14 August, 2008 (license) under Rule 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976. Of such 42.775 acres of land in respect of which the DTCP has granted the license, Kamprastha 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 Wadpur more particularly described in Schedule B of this Deed (Land B).
- C. Subsidiary P and Kamprastha Housing have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary P wishes to exchange the Land A for the Land B, and Kamprastha Housing wishes to exchange the Land B for the Land A together with all associated rights to and in favor thereof.
- D. Further to the provisions of section 7A of Haryana Development and Regulation of Urban Areas Act, 1976 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. 10-1633-3-DEVN-1031/28806) dated 17/04/2013 (NOC) to



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अभिषेक



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Square

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अभिषेक



Person known



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

3. 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 Kamprastha Housing, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary I hereby transfers the Land A to Kamprastha Housing, together with the rights, title and interest therein, with all the benefits, advantages, concessions, covenants, terms, tenements, easements, rights, equities, claims, demands, privileges, or appurtenances to the Land A, to hold, possess and enjoy forever, free from all encumbrances and pay other statutory charges.
- 1.2. Kamprastha Housing, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, tenements, tenements, easements, 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 Kamprastha Housing 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 thearyana 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 hereto represents and warrants that:

- (a) It/He has the absolute power and authority to execute this Deed and to carry out its/its obligations/undertakings herein set;
- (b) The execution of this Deed and the consummation of the transactions/acts/ings 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/he.

- 4.2. Subsidiary I and Kamprastha Housing hereby represents and warrants that

Page 3

## SPR-22

प्रमाणित किया जाता है कि वह 1988 अक्टूबर 3, 1989 और 1990 (1990) में 100 से 1,000 के  
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Reg. No. (408001)

ज. (संज्ञक) संज्ञक संज्ञक  
 पुष्प

- (4) I/We has/ have and we/they have title to the Land B or the Land A (as the case may be) (land, for the purposes of this Clause 4), and has/ have title, right, full power, absolute authority and capacity to enter into this Deed;
- (5) 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 the deeds with the Corporation Bank for the purpose of securing the bank guarantee issued to the Director, Town and Country Planning, Harrow;
- (6) Subsidiary E or Rampratha Housing has not received any notice for acquisition or requisition of portion of the Land A or Land B, respectively;
- (7) There are no actions, suits or proceedings pending or for which Subsidiary E or Rampratha Housing, 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 lands, in any court or before or by any federal, state, county or municipal department;
- (8) There are no contracts or agreements affecting the rights, title or interest in respect of the Land A which Rampratha Housing will, or the Land B which the Subsidiary E will, acquire under this Deed including any power of attorney in respect of the Domestic Land or the Land A, as the case may be save and except rights created by Company in favour of the Seller under respective Sale Buyer Agreements for Land B;
- (9) all taxes with respect to the Land B or the Land A have been paid in full through the Domestic Date and any liability or claim arisen in respect thereto relating to the period prior to the Domestic Date shall be paid and borne by Rampratha Housing or the Subsidiary E, as the case may be;
- (10) to the best of the knowledge of Subsidiary E or Rampratha 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, is used 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;
- (11) no other corporate or other proceedings, concerns, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (12) upon execution hereof, this Deed will constitute legal, valid and binding obligation on him/it/and
- (13) I/We has/ have 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:

| Name of Party and signatory                                                                                           | Signature                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>SAURASHTRA SARE LANDHOLDERS COMPANY TWO PRIVATE LIMITED</b><br>Authorized Signatory<br><br>Name: <i>Paul Gupta</i> | <i>[Signature]</i><br><i>Witnessed By:</i><br><i>Michael E. Chisholm</i><br><i>Notary Public, Virginia</i> |
| <b>SAURASHTRA SICUSING PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Anil Yadav</i>                         | <i>[Signature]</i>                                                                                         |
| <b>SAURASHTRA SARE REALTY PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Vinay Gupta</i>                     | <i>[Signature]</i>                                                                                         |
| Witnessed:<br>1. Name: <i>SATYANAR</i><br>Address: <i>VPO BADI</i><br><i>DIST. DHANU</i>                              | <i>[Signature]</i>                                                                                         |
| 2. Name: <i>PRATAP KUMAR</i><br>Address: <i>Krishna Nagar</i><br><i>Pune</i>                                          | <i>[Signature]</i>                                                                                         |

**Schedule A**  
**Description of Land A**  
**Land situated in village Hayapur, Gurgaon, Haryana**

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

Chawat/ Khata No- 222/275, Rect No- 28, Khs No- 8 (7-11) Khs- 1 Area 7 Kanal 11 Marla Sadan & Chawat/ Khata No- 205/314, Rect No- 18, Khs 15/1/1 (5-18), Khs- 1 Area 3 Kanal 12 Marla Sadan & Chawat/ Khata no. 75/67, Rect - 27, Khs No - 25/20-9) Khs 1 Area 6 Kanal 9 Marla Sadan & Chawat/ Khata no. 105/121, Rect No- 15, Khs no-25/2 (3-3), Rect No. 50 Khs No- 13 (7-8) Khs 2 total area 10 Kanal 8 Marla 64/175 share 3 Kanal 18 Marla and Rect. No. 55, Khs No. 6/2/1 (9-2), 7/1/1 (3-4) Khs 2 Area 4 Kanal 10 Marla Share is to the 21/175 share 6 Kanal 8 Marla situated in Village Hayapur Tehsil & District Gurgaon vide Jamabandi Year 2004-05 and Mutation No- 2004/2018, 2899.

Total area 24 Kanal 9 Marla

h/w                      *Neel*                      *WAF*

Schedule B

Description of Land B

Land situated in village Masipur, Kanyasa

M/s Rampratha Housing Pvt. Ltd.

Shewal/Whata No- 154/215, Rect No- 79, Kila No- 15/1 (3-4), 21/2 (3-4), Post No- 80 Kila No. 2119-  
01, Kila- 2 Area 18 Kanal 0 Marla Sarjan & Shewal/Whata No- 181/222, Rect No- 80, Kila No- 1/1/1  
(3-4), 1/2/1 (3-12), Kila- 2 Area 4 Kanal 0 Marla Sarjan & Shewal/Whata No- 155/277 Rect No- 90  
Kila No- 1/1/1(3-4), 1/1/2(3-12), Kila- 2 Area 4 Kanal 0 Marla Sarjan Total area of all Shewal is 26  
Kanal 0 Marla situated in Village- Masipur Tehsil & District Gurgaon vide Jamabandi Year 2001-02  
and Mutation No- 2303

Total area 24 Kanal 0 Marla



# STATE BANK OF INDIA

S. No. 592849  
GSR / 001

## RECEIPT

Vertical Road, Gurgaon (122001)

STATE BANK OF INDIA

Branch

Circle No.

Received a sum of Rs. 32,97,085/-

(Rupees Thirty Two Lacs Ninety Seven Thousand Eighty Five only)

For Shri. Suresh Kumar Sahasrathi Gurgaon Holdings Company Private Limited (Pvt. Ltd.)

Residing at New Delhi, India for credit to Government of Punjab  
in account towards Stamp Duty

Date

Place



(Signature of Authorized Officer)

### EXCHANGE DUES

|                   |                            |
|-------------------|----------------------------|
| Village           | Haveli, Haveli, and Haveli |
| Taluk & District  | Gurgaon                    |
| Revenue           | 40 Kanal 10 5 Marla        |
| Watering          | 40 Kanal 12 Marla          |
| Market            | 1 Kanal 7 Marla            |
| Value             | Rs. 1,25,00,000/-          |
| Stamp Duty        | Rs. 32,97,085/-            |
| Stamp No. & Dated | 591480/March 29, 2001      |
| Issued By         | State Bank of India        |

Signature 380/001 / 12-873  
By 42  
Date 5.8.8.9.4.2





This Exchange Deed (Deed) is executed at Gurgaon on this 11<sup>th</sup> day of May, 2013  
(Execution Date) by and amongst:

1. **SANPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at C-11, 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. **DR. B. S. YADAV**, son of Mr. Deep Choudhary, residing at village Baranwari, New Delhi, (hereinafter referred to as "Mr. Yadav"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns; and
3. **SANPRASTHA 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 I, 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 addressing 3.000 acres (3000 ares) (3000 ares) situated in 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, Adar Jyoti, the license (bearing no. 44 of 2009) to use the land addressing 41.775 acres situated in village Wadhwa and village Mehta, Haryana to develop a group housing colony dated 18 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, Mr. Yadav is the sole and absolute owner of, has full marketable, valid and subsisting title to, the land addressing 5.985 acres (5985 ares) (5985 ares) in Wadhwa and 1 kanal 7 masha in Mehta situated in village Wadhwa and village Mehta more particularly described in **Schedule B** of this Deed (Land B).
- C. Subsidiary I and Mr. Yadav have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary I 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 74 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. 10-0015-1-0004-001/0000) dated 11/04/2013 (NOC) to Mr. Yadav in respect of the transfer of Land B to Subsidiary I, pursuant to which Parties are executing this Deed.



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डॉ. वि. वि.



डॉ. वि. वि.



डॉ. वि. वि. वि. वि. वि. वि.

2. 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 Mr. Yader, respectively under this Deed.

#### **OPERATIVE TERMS**

##### **1. TRANSFER AND EXCHANGE**

- 1.1. Subject to Clause 2, Subsidiary B hereby transfers the Land A to Mr. Yader, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easements, 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. Yader, subject to Clause 2, hereby transfers the Land B, together with the rights, title and interest therein, with all the benefits, advantages, concessions, licences, hereditaments, easements, 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 Mr. Yader 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 thearyana 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 s/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 s/he is a party and would not be against any court order, judgment or decree applicable to s/he.
- 4.2. Subsidiary B and Mr. Yader 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) (and, for the purposes of this Clause (a), s/he has good title, right, full power, absolute authority and capacity to enter into this Deed).



- (d) 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 loan guarantee issued by the Director, Town and Country Planning, Mangalore;
- (e) Subscribers I or Mr. Yadav has not received any notice for application or requisition of portion of the Land A or Land B, respectively;
- (f) there are no actions, suits or proceedings pending or for which Subsidiary I or Mr. Yadav, as the case may be, has incurred a notice or affecting their respective lands or any portion thereof, or interest therein, or relating to or arising out of the exercise of the respective lands, in any court or before or by any federal, state, county or municipal departments;
- (g) 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 I will, acquire under this Deed including any power of attorney in respect of the claimed Land or the Land A, as the case may be save and except rights created by Company in favour of the first buyer under respective flat lease agreements for Land B;
- (h) all taxes with respect to the Land B or the Land A have been paid in full through the Escrow Date and any liability or claim arisen in respect thereto relating to the period prior to the Escrow Date shall be paid and borne by Mr. Yadav or the Subsidiary I, as the case may be;
- (i) to the best of the knowledge of Subsidiary I 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 or used, caused to be used, or permitted the use of hazardous materials in, on or about the land after then it complies with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the land;
- (j) no other corporate or other proceedings, contracts, approvals, etc. are necessary to authorize the execution of this Deed and the transactions/undertakings contemplated hereunder;
- (k) upon execution hereof, this Deed will constitute legal, valid and binding obligations on binding and
- (l) it/he has the power to enter into and perform the execution of the 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.

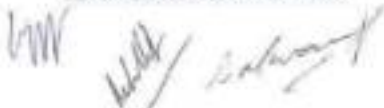
8. **SPECIFIC PERFORMANCE**

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.

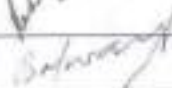
9. **AMENDMENTS**

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.

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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                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SANPASTHA SARE LANDHOLDING COMPANY<br/>TND PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Rohit Gupta</i> | <br><i>Rohit Gupta</i><br>Director & Chairman<br>All India<br>Bar Council, Gujarat |
| <b>DR. BALWANT SURESH TADAP</b><br>Name:                                                                              | <br><i>Balwant Suresh Tadap</i>                                                    |
| <b>SANPASTHA SARE REALTY PRIVATE LIMITED</b><br>Authorized Signatory<br>Name: <i>Vinay Garg</i>                       | <br><i>Vinay Garg</i>                                                              |
| Witnesses<br>1. Name: <i>SATTANAN</i><br>Address: <i>UPA BADI</i><br><i>2ND CHOCOR</i>                                | <br><i>SATTANAN</i>                                                                |
| 2. Name: <i>YADVEEN KUMAR</i><br>Address: <i>KIRAN NAGAR</i><br><i>PAWAPAT</i>                                        | <br><i>Yadveen Kumar</i>                                                           |

*Vinay*



**Schedule A**

**Description of Land A**

**Land situated in village Hyetpur, Gurgaon, Haryana**

**M/s Kaverashtra Sano Landholding Company Two Pvt. Ltd.**

Khewat/ Khata No- 205/218, Reet No- 26, Kila No 17/12 (4-0), 24/1 (9-10), Reet No- 60, Kila No- 2 (5-13), 105-01 Kila 4 Area 25 Kanal 5 Marks where is to the 100/244 which become 7 Kanal 11.5 Marks situated in Village Hyetpur Tehsil & District Gurgaon vide Jarnalbandi Year 2004-05 and Mutation Nos- 2534, 2747.

Khewat/ Khata No- 225/276 Reet No- 26, Kila No- 13 (8-0), 18/9-01, Kila- 2 Area 18 Kanal 0 Marks Sualam & Khewat/ Khata No- 203/237, Reet No- 68, Kila No- 9 (8-0), Kila - 1 Area 8 Kanal 0 Marks Sualam & Khewat/ Khata No- 63/75, Reet No- 68, Kila No- 24/12 (13-0), Kila- 1 Area 3 Kanal 8 Marks Sualam.

Khewat No- 148/303, Reet No- 18, Kila No- 21 (7-7), 18/1/019-05, 20/24-25, Kila- 2 Area 17 Kanal 18 Marks where is to the 7/11 which become 10 Kanal 7 Marks situated in Village Hyetpur Tehsil & District Gurgaon vide Jarnalbandi Year 2004-05 and Mutation Nos- 2296, 2908, 2899.

**Total Area 46 Kanal 38.5 Marks**

The block contains three handwritten signatures or initials in dark ink. On the left is a stylized signature that appears to be 'LNU'. In the center is a signature that looks like 'M. S. /'. On the right is a signature that appears to be 'B. S. /'.

**Description of Land 9**

**Land situated in village Wazirpur and village Morla, Hariana**

**Sh. S.S. Yadav**

Chawat No- 126/217, Tasi No- 91, Kila No- 1334-01, 1373(1-4), Kila -2 Area 11 Kanal 8 Marla South  
& Chawat No- 115/123, Rasi No - 91, Kila No-117/2 (1-5), 225-105, 237-171, 249-05, 217-124, Rasi  
No- 97, Kila No- 305-101, 415-03, Kila- 7 Area 35 Kanal 4 Marla South Total Area 66 Kanal 12 Marla  
situated in Village Wazirpur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation  
No- 2248

Chawat No- 132/173 Rasi No- 2, Kila No- 143-46, 1709-01, 1835-06, 2124-51, 237-128, Kila- 5 Area  
27 Kanal 3 Marla there is in the 1/30 which become 3 Kanal 7 Marla situated in Village Morla Tehsil  
& District Gurgaon vide Jamabandi Year 1992-93 and Mutation No 1153 and Fard Badi No. 20.

**Total 67 Kanal 19 Marla.**

*Handwritten signatures:*  
S.S. Yadav  
[Signature]  
[Signature]







This Exchange Deed (Deed) is executed at Gurgaon on this 15<sup>th</sup> 26 day of May, 2013 (Execution Date) by and amongst:

1. **KAMPRASTHA 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 I"), which expresses that, unless required to the contrary or in writing thereof, be deemed to include its successors, legal representatives and permitted assigns;
2. **SA INFRACON PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as "SA INFRACON"), which expresses that, unless required to the contrary or in writing thereof, be deemed to include its successors, legal representatives and permitted assigns;
3. **KAMPRASTHA SARE REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at C-10, C Block Market, Vasant Vihar, New Delhi (hereinafter referred to as the "Company"), which expresses that, unless required to the contrary or in writing thereof, be deemed to include its successors, legal representatives and permitted assigns.

Subsidiary I, SA INFRACON and the Company shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

#### PREAMBLE

- A. Subsidiary I, 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 1.012 acres (16 Kanal 2 Marla) situated in Haryana, 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, its title, the license bearing no. 44 of 2009 to use the land admeasuring 41.775 acres situated in village Madras and village Meeki, Haryana to develop a group housing scheme dated 24 August, 2009 (Scheme) 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, has full marketable, valid and subsisting title to, the land admeasuring 1.034 acres (15 Kanal 19 Marla) situated in village Meeki more particularly described in Schedule B of this Deed (Land B).
- C. Subsidiary I and SA INFRACON have come to an agreement regarding exchanging of their respective lands for the other Party's land. Accordingly, Subsidiary I 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 favor thereof.
- D. Further to the provisions of section 74 of Haryana Development and Regulation of Urban Areas Act, 1976 and the intention of the Parties, the DTCP has granted a no objection certificate (bearing Memo No. U-1625-411/14-2013/38806) dated 17/04/2013 (NOC) to SA INFRACON in respect of the transfer of Land B to Subsidiary I, pursuant to which Parties are executing this Deed (NOC).



2001-02



2002-03



2003



2004-05 (2005-06)

2001-02

Rahul Gupta



2002-03

Tina Anil Gupta



2003

Sohail



2004

Parvati



*Handwritten signatures:*  
 1. *Rahul Gupta*  
 2. *Tina Anil Gupta*  
 3. *Sohail*  
 4. *Parvati*

*Handwritten signature:*  
 5. *Sohail*

*Handwritten signature:*  
 6. *Parvati*

- 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 interests therein, with all the benefits, advantages, concessions, licenses, tax/duties/taxs, accessory 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, accessory 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 approval of all the conditions prescribed under said NOC or the Harbort Development and Regulation of Urban Areas Act, 1975 and all other rules and regulations.

##### **3. [INTENTIONALLY LEFT BLANK]**

##### **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/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 it/He is a party and would not be against any court order, judgment or decree applicable to it/He.

###### **4.2. SA Infracon and Subsidiary I 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, 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, Mysore;
- (c) Subsidiary I 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 suits, suits or proceedings pending or for which Subsidiary I 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 I 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 Companies 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 thereof relating to the period prior to the Execution Date shall be paid and borne by SA Infracon or the Subsidiary I, as the case may be;
- (g) to the best of the knowledge of Subsidiary I or SA Infracon's, as the case may be, (i) no prior owner or any user or tenant or occupier of the Land, has generated, stored, treated, disposed of, used, issued 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 consents 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/its; and
- (j) G/M has the power to execute and perform the execution of this Deed.



5. **GOVERNING LAW**

This Deed shall be governed by and be construed in accordance with the law 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          | Witnessed by:<br>Michael D. Chevalier<br>Attorney-at-Law<br>Bart, Moore, Grogan |
|-------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------|
| KAMPAKTHA SARE LANDHOLDING COMPANY<br>TWO PRIVATE LIMITED<br>Authorized Signatory<br><br>Name: <i>Liane Lopez</i> | <i>[Signature]</i> |                                                                                 |
| S.A. INTRACOR PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Arto Yagov</i>                                  | <i>[Signature]</i> |                                                                                 |
| KAMPAKTHA SARE REALTY PRIVATE LIMITED<br>Authorized Signatory<br>Name: <i>Vinay Garg</i>                          | <i>[Signature]</i> |                                                                                 |
| 1. Name: <i>CATHARIN</i><br>Address: <i>v/r 8451</i><br><i>District JALPAIGIRI</i>                                | <i>[Signature]</i> |                                                                                 |
| 2. Name: <i>BEVERLY VINAY</i><br>Address: <i>Krishna Nagar</i><br><i>Raipur</i>                                   | <i>[Signature]</i> |                                                                                 |

Schedule A

Description of Land A

Land situated in village Hyatpur, Gurgaon, Haryana

M/s Ramprastha Sona Landholding Company Pvt. Ltd.

Khata/ Share No- 266/321, Ract No- 88, Khas No- 33/2 (7-18), 11 (8-9), 30/3 (7-18), 1/1/5 (3-18),  
21/3 (3-18), 21/3 (5-18), Khas-4 Area 33 Khas/ 11 Maria Share is to the 312/571 which represents 38  
Khas/ 2 Maria situated in Village Hyatpur Tehsil & District Gurgaon vide Jamabandi Year 2004-05  
and Mutation No - 2390.



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

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

Khasra/ Khata No- 162/173, Nodi No- 1, Kila No- 14 (3-4), 17 (9-8), 18 (3-16), 22 (4-5), 23 (7-18), Kila - 5 Area 27 Kariel 3 Marla Share is in the 4780 which became 15 Kariel 39 Marla situated in village Mooka Tehsil & District Gurgaon vide Jarnatali Year 2002-03 and Mutation Noa - 1261, 2432 and 1454.

*[Handwritten signatures]*