

HARYANA

17AA 421831

**FORM LC-IV-B**  
**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP**  
**A PLOTTED COLONY**

VETTED  
D. A. (HQ)

This agreement made on 21<sup>st</sup> day of August, 2010 (Two Thousand Ten)

BETWEEN

Amit Katyal Director of M/s Krrish Buildtech Pvt. Ltd. Collaborator Company on behalf of the Land Owners as under:-

Tejpal, Dal Chand, Chiman Lal, Hari Ram  
Sapir Ss/o Ram Phal, Vidhi s/o Gabdu,  
Smt Geeta W/o.Rajeshwar, Jhahriyamal S/o Bansi Ram,  
Rabinder, Behram Singh, Behram Pal S/o Hari Ram  
Smt Behramwati D/o Hari Ram, Hari Chand, Hari Kishan s/o Kehar,  
Layak Ram, Suraj, Des Raj, Gaj Raj Ss/o Sultan, Smt Virmati W/o Des Raj,

For Krrish Buildtech Pvt. Ltd.

D.T.C.P. (HR)

Director

Smt Virmati, Jagwati, Dharamwati Ds/o Amar Singh,  
 Vatan Rati Ram Ss/o Khiilka  
 Dharambir, Ranbir Ss/o Amar Singh,  
 Soriya, Shri Chand, Duli Chand,  
 Sahaj Ram, Jay Pal Madanpal Ss/o Bansi,  
 Tejpal, Rajpal, Omparkash, Bir Singh Ss/o Pyare Lal  
 Smt Rajo, Prem, Bhagwati Ds/o Pyare Lal,  
 Jai Parkash, Behram Parkash Ss/o Data Ram,  
 Des Raj S/o Sultan, Bhikhan S/o Shanti,  
 Jagmali D/o Sultan,  
 Rati Ram, Parbhu-Sattan-Rattan Singh, Budhi Ss/o Gabdu  
 Sita Ram S/o Murlidhar,  
 Kanwar Singh, Raju Ss/o Singa Ram,  
 Lakhi Ram s/o Shiv Narayan,  
 Dharmbir, Om Parkash, Dhani Ram Uraf Babu Raj Ss/o Hari Singh,  
 Chander Pal, Sanjay Ss/o Kanwar Singh,  
 Ajit Singh, Rohtash Ss/o Umrav,  
 Giri Raj Singh, Gajraj Singh, Hans Raj Ss/o Bhudhan,  
 Ram Singh s/o Kundan Singh,  
 Dharampal, Ram Pal alias Raj Pal, Ram Kumar Ss/o Chander  
 Nepal Singh s/o Chander.  
 Sunder Singh, Surender Singh, Jitender Singh,  
 Ravinder Singh Ss/o Sukh Pal,  
 Ranbir, Jagbir Ss/o Bucha, Lekhi S/o Parshadi,  
 Khushi Ram Ss/o Harbansh,  
 Sahab Singh S/o Ram Sawarup, Kuldeep S/o Ajit Singh,  
 Amit Kumar s/o Ram Chander,  
 Vikash, Aakash Ss/o Charan Singh,  
 Naresh S/o Mawasi, Vinod Wd/o Mawasi,  
 Sher Singh, Jagni, Tej Pal Ss/o Harbansh, Smt Vijindri Wd/o Chami,  
 Smt Bimla, Jagresh D/o Khaman, Parveen, Naveen Ss/o Kheman,  
 Rajinder, Satbir, Ranbir Ss/o Khami,  
 Babu Ram, Om Parkash, Vijinder Ss/o Kharak Singh,  
 Smt Prem W/o Kharak Singh,  
 Rohtash, Dharambir, Satish Bhagat Singh Ss/o Chandi Ram,  
 Shish Pal, Veg Raj Ss/o Charan Singh  
 Sube Singh s/o Likhi Ram, Rattan Lal s/o Khushhal,  
 Shriya, Shri Chand, Duli Chand, Sahaz Ram,  
 Jai Pal, Madan Lal Ss/o Bansi, Sant Ram s/o Wazira,  
 Naresh- Mahesh Karishan Ss/o Sant Ram,  
 Ramesh s/o Lekh Ram, Hoshiyari W/o Anant Ram,  
 Rakesh Suri s/o Rishi Raj, Sanjeeb S/o Puran,  
 Parshadi Lal S/o Choti Lal, Sunil Kumar S/o Attar Singh,  
 Sanjay Sharma S/o P Sharma, Satish S/o Tuli Ram,  
 Hari Kishan, Ram Kishan, Vijay Pal, Ram Babu, Shayam Babu Ss/o Gabdu,  
 Ram Phal S/o Gabdu, Ram Rikh, Mange Ram Ss/o Gokul,  
 Parkash, Mahi Pal, Shri Pal, Ram Pal, Jai Pal Ss/o Suraj Mal,

VETTED

D. A. (HR)

D. A. (HR)

For Krrishi Buildtech Pvt. Ltd.

D.T.C.P. (HR)

Director

Dharambir, Om Parkash, Dharam alias Babu Ss/o Hari Singh,  
 Smt Sandhya W/o Shali Vahan, Kumari Shiwa D/o Shali Vahan Parmar,  
 Smt Kunti W/o Digamber Sein,  
 Bhagwan Dass S/o Kaura Ram, Nand Kishore, Pursan Lal Ss/o Asha Nand,  
 Bikhi Ram- Kushi Ram, Tek Ram Ss/o Bedle,  
 Dharambir S/o Harbhajan, Sunny Nitin Ss/o Dharam,  
 Dharam Singh Uref Dhambir S/o Harbhajan,  
 Smt Sunita W/o Shahmal,  
 Pardeep Kumar ,Devi Singh Ss/o Nawal Singh, Smt. Kamala Devi,  
 Santosh, Karishna, Prem Lata Ds/o Nawal Singh, Smt.Taripta, Wd/o Nawal Singh,  
 Smt Kiran W/o Dharam alias Dharambeer,  
 Gaj Raj Singh, Hans Raj Singh Ss/o Budhan,  
 Smt Bhagwati W/o Ram Singh,  
 M/s Ragal Green Land (P) Ltd, M/s Ornamental Realtors (P) Ltd  
 M/s Lavkush Builders (P) Ltd, M/s A. B. W. Infrastructure (P) Ltd.,  
 M/s Fori Propbuild (P) Ltd, M/s Fondant Propbuild (P) Ltd,  
 M/s Seral Buildtech (P) Ltd, M/s Layjaind Buildcon (P) Ltd,  
 M/s M. K. MS Auto (P) Ltd, M/s Aamon Builders Developers (P) Ltd,  
 M/s Aarli Builders Developers (P) Ltd, M/s Tanmay Developers (P) Ltd,  
 M/s Bela Builders & Developers (P) Ltd, M/s Krinia Estate Developers (P) Ltd,  
 M/s Aalia Estate (P) Ltd,  
 M/s Jai Kishana Promoters & Builders (P) Ltd,  
 M/s Legand Buildcon (P) Ltd, M/s Hamoshak Buildwell (P) Ltd,  
 M/s Tamanye Developers (P) Ltd, M/s B N Promoters (P) Ltd,  
 M/s Paywing Propbuild (P) Ltd, M/s Himadri Real Estate & Developers (P) Ltd,  
 M/s Alphanso Builders & Developers (P) Ltd.

**VETTED**

*P. Chohan*

Company registered under the Companies Act, 1956 and having its registered  
 D. A. (HQ) office 406, 4<sup>th</sup> Floor, Elegance Tower, 8 Jasola, Distt. Centre, New Delhi - 25,  
 (hereinafter called the "Owner") of the one part and the Governor of Haryana acting  
 through the Director Town & Country Planning, Haryana (hereinafter referred to as the  
 "Director") of the other part.

WHEREAS in addition to Agreement executed in pursuance of the provisions of rule 11 of  
 the Haryana Development and Regulations Urban Areas Rules, 1976 (hereinafter  
 referred to as the "RULES") and the conditions laid down therein for grant of license, the  
 Owners shall enter in to a Bilateral Agreement with Director for carrying out and  
 completion of development works in accordance with the license finally granted for setting  
 up of a Residential Plotted Colony on the land admeasuring 151.569 acres falling in the  
 Revenue Estate of Village Nangli Umarpur, Ullawas, Maidawas, Kaderpur in Sector- 60,  
 61, 62, 63 & 65, Gurgaon

For Krrish Buildtech Pvt. Ltd.

*[Signature]*  
 Director

*[Signature]*  
 D.T.C.P. (HR)

And Whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owners.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH IS AS FOLLOWS:-

1.- In consideration of the Director agreeing to grant licence to the Owner to setup the said Residential Plotted Colony on the land mentioned in Annexure hereto on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner hereunder covenanted by him as follows:-

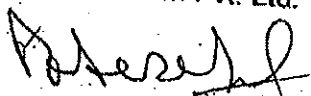
i) That the owner shall reserve 20% of the total number of residential plots for allotment to economically weaker section/lower income group categories (normally of the sizes of 50 sqmt., 75 sqmt. 100 sqmt. and 125 sqmt or otherwise, approved) specifically in the layout plan by the Director. These plots shall be allotted at flat rate of Rs. 500/- per sq. yards or Rs. 600/- per sq.mtrs.


ii) That for the allotment of EWS/LIG plots, the owner shall invite applications for allotment through press from eligible members of EWS/LIG categories as defined by the director. He shall also announce the tentative number of plots with sizes available for such sale.

iii) That is the number of applications exceed the number of plots, the allotment shall be made by through the method lottery drawn by the owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with required to the payment of earnest money and acceptance of terms & conditions of the sale within the stipulated time period prescribed by the owner.

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D. A. (HQ)

For Krrish Buldtech Pvt. Ltd.

  
Director

  
D.T.C.P. (HR)

- iv) That the owner while calling the applications for allotments of EWS/LIG categories of plots in the residential colonies shall charge not more than 10% of the total tentative cost of such plots as registration/earnest money.
- v) The owner shall allot 50% of EWS plots in the residential plotted colony to the Housing Board Haryana @ Rs. 500/- per Sq. yards or Rs. Rs. 600/- per Sqmts.. Housing Boards Haryana will construct flats on this land and allot the same at reasonable cost approved by the Government to the Below Poverty Line (BPL) families only.
- vi) The remaining 50% plots as mentioned in clause (ii) will be allotted @ R. 500/- per Sq. yards or Rs. 600/- per Sq. mtrs. by the colonizer with the following eligibility criteria :

- a) Any person registered under BPL family and included his/her spouse or his/her dependent children who do not own any flat/ plot in any HUDA Sector/ licenced colony in any of the Urban Areas in the State, will be eligible for making the application.
- b) First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
- c) Complete scheme shall be floated for allotment in one go within four months of grant of licence or sanctioning of zoning/ demarcation plans whichever is later and possession of plots shall be offered within the valid licence period of 4 years.
- d) To make the scheme transparent, advertisement will be given in one of the leading English National dailies and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should includes detail like schedule of payment of plots, sizes

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*[Signature]*

D. A. (HQ)

For Krishna Buildtech Pvt. Ltd.

*[Signature]*  
Director

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D.T.C.P. (HR)

etc. The Advertisement should also highlight the other essential requirements as envisaged in EWS policy.

- e) The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director, Town & Country Planning (DTCP) and Developer/ Colonizer concerned.
- f) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (d) above.
- g) The owner shall charges 10% of the total cost of such plots as registration/ earnest money.
- vii) The scheme shall be advertised within 4 months of the issue of the terms and conditions of licence or sanctioning of zoning/ demarcation plans which ever is later. The allotment process shall be completed within 8 months of issue of advertisement.
- viii) The allotment of these plots can also be made with the approval of the Government to a specific category of people in public interest on recommendations of a committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum- dwellers, occupying precious Government land and who are to be rehabilitated as per policy/ court order etc or persons who have constructed houses on the acquired lands and are eligible for rehabilitation as per Government decision// court orders or the persons who have to be allotted ousters quota plots but the same are not readily available with HUDA/ Government.

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*[Signature]*  
 B. A. (HQ)

For Krriah Bulldtech Pvt. Ltd.

*[Signature]*  
 Director

*[Signature]*  
 D.T.C.P. (HR)

2. That the owner shall reserve 25% of the residential plots of "No profit No Loss" categories (normally of the sizes of 125 sqmts., 150 sqmts., 150 sqmts., 200 sqmts., 200 sqmts., and 225 sqmts., or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner :

i) That the owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.

ii) That the owner shall allot remaining 25% of "No-Profit No Loss" plots to:-

a) Non residential Indians against Foreign Exchange.

b) That land owners whose land has been purchased by the owner for setting up a colony in lieu thereof under a written contractual obligation.

c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the owner.

d) Such persons whom the owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clause (i) & (ii).

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*Chopra*  
 D.A. (HQ)

Provided that in case of allotment from out of registered applicants only, if the priced of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of

For Krrish Buildtech Pvt. Ltd.

*Director*  
 Director.

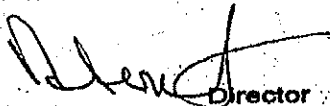
*D.T.C.P. (HR)*  
 D.T.C.P. (HR)

usual business conditions with regard to the payment of earnest money and acceptance usual terms & conditions within the stipulated time, prescribed by the owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 sqmts would be sold by the owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under clause (1) and (2).
4. That the owner while advertising for the sale of plots in the open market shall ensure the allotment of other categories of plots proportionately.
5. That the owner shall submit the list of allottee (s) of the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. That the owner shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall, either be deposited, within two months in the State Government Treasury by the owner or he shall spend this money on further amenities / facilities in his colony for the benefit of the residents there in.
8. The owner shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a Chartered Accountant that :-
  - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
  - b) A minimum of 20% in case of EWS/LIG and 25% of "No Profit No Loss" plots as provided in sub-clause (a) of clause (I) and Sub-clause (II) the clause (2) above

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D. A. (NO)

For Krrish Buildtech Pvt. Ltd.

  
Director

  
D.T.C.P. (HR)



have been allotted at the subsidized price of EWS/LIG and "No Profit No Loss" basis prescribed above.

9. That the owner will not be allowed to recover any amount whatsoever on account of Internal community buildings from the plot-holders at the rate of Rs. 2,17,495/- per gross acre which a tentative charges only for construction of a portion of the total community building. All the community building will be got constructed by the colonizer with a period of three years. This period would commence after two months of grant of license during which the colonizer would submit their building plans for sanction. This three years period would exclude 90 days statutory period given for approval of building plans.

10. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces public parks and public health services for five years from the date of issue of completion certificate under rule 16 unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost of Govt. or the local Authority as the case may be.

**VERIFIED**  
*[Signature]*  
**B. A. (HQ)**  
 11. That the owner shall deposited 30% of the amount to be realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in schedule bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and construction works in the colony.

12. That the owner shall permit the director or the other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the residential colony and the colonizer shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and development works in accordance with the licence granted.

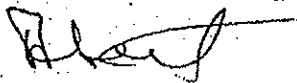
For Krish Bulidtech Pvt. Ltd.

*[Signature]*  
 Director

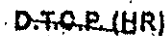
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 B.T.C.P. (HR)

13. That the owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest of proper development of the colony.
14. That the matter relating to the charging of cost of development with regard to State/National Highways, Transport, Irrigation facilities Power facilities etc., is under consideration with the dept / Government and if it is decided to levy the same on the license, the owner would be required to pay the same as and when demanded by D.T.C.P., as per rates, terms and conditions so decided.
15. That the bank guarantee of internal development works has been furnished on the interim rates of development work and construction of community buildings. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community building, the bank guarantee is based on the interim rate of construction as on 01.01.1995. With an increase in cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.
16. That any other condition which the Director may think necessary in public interest can be imposed.
17. That the owner shall convey the "Ultimate power load requirement" of the project to the concerned power utility with a copy to the Director, within two months period from the date of grant of licence to enable provision of site in licenced land for transformer/ switching station/ electric sub station as per the norms prescribed by the power utility in the zoning plan of the project.
18. That the owner shall deposit infrastructure development charges @ Rs. 500/- per sq.mtr. for permissible saleable plotted area and a @ Rs. 1000/- per sq.mtrs. for commercial area through bank draft in favour of DTCP, Haryana in two equal installments. The first installment of the infrastructure development charges would

For Krrish Buildtech Pvt. Ltd:



Director

  
D.T.C.P. (HR)

WETTED

D. A. (HR)

be deposited within sixty days from the date of licence and the second installment to be deposited within six months from the date of grant of licence. The unpaid amount of IDC shall carry an interest of 18% p.a ( simple) for the delay in the payment of installment.

19. The owner shall pay labour cess charges as per the policy of the Government dated 25.02.2010.

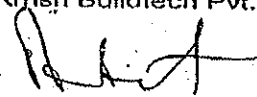
IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND YEAR ABOVE FIRST WRITTEN.

WITNESS:

1. Anand P. Sachdeva  
House No 508/B  
Shiv Puri Gurgaon

VETTED  
Photo  
O. A. (H.C.)

For Krish Buildtech Pvt. Ltd.



Director

AMIT KATYAL  
(DIRECTOR)

M/s Krrish Buildtech Pvt. Ltd.

2.

WITNESS:

1. Anand P. Sachdeva  
House No. 508/B  
Shiv Puri Gurgaon

2. Rajbir Singh Dy Supt-  
of DTCP Haryana

Director

Town & Country Planning,  
Haryana, Chandigarh

Director

Town & Country Planning  
Haryana, Chandigarh.



हरियाणा HARYANA

17AA 421832

LC-IV

AGREEMENT BY THE PROMISEE OF LAND INTENDING TO SET UP A PLOTTED  
RESIDENTIAL COLONY

This agreement is made on this 21<sup>st</sup> day of August, 2010 (Two Thousand Ten)

BETWEEN

Amit Katyal Director of M/s Krish Buldtech Pvt. Ltd. Collaborator Company on behalf of  
the Land Owners as under :-

WETTED

*[Signature]*  
D. A. (HQ)

Tejpal, Dal Chand, Chiman Lal, Hari Ram  
Satbir Ss/o Ram Phal, Vidhi s/o Gabdu,  
Smt Geeta W/o Rajeshwar, Jhahriyamal S/o Bansri Ram,  
Rabinder, Behram Singh, Behram Pal S/o Hari Ram  
Smt Behramwati D/o Hari Ram, Hari Chand, Hari Kishan s/o Kehar,  
Layak Ram, Suraj, Des Raj, Gaj Raj Ss/o Sultan, Smt Virmati W/o Des Raj,  
Smt Virmati, Jagwati, Dharamwati Ds/o Amar Singh,  
Vafan Rafi Ram Ss/o Khilka  
Dharambir, Ranbir Ss/o Amar Singh,

For Krish Buldtech Pvt. Ltd.

*[Signature]*  
Director

D.T.C.P. (HR)

Siriya, Shri Chand, Duli Chand,  
Sahaj Ram, Jay Pal Madanpal Ss/o Bansi,  
Tejpal, Rajpal, Omparkash, Bir Singh Ss/o Pyare Lal  
Smt Rajo, Prem, Bhagwati Ds/o Pyare Lal,  
Jai Parkash, Behram Parkash Ss/o Data Ram,  
Des Raj S/o Sultan, Bhikhan S/o Shanti,  
Jagmali D/o Sultan,  
Rati Ram, Parbhu-Sattan-Rattan Singh, Budhi Ss/o Gabdu  
Sita Ram S/o Murlidhar,  
Kanwar Singh, Raju Ss/o Singa Ram,  
Lakhi Ram s/o Shiv Narayan,  
Dharmbir, Om Parkash, Dhani Ram Uraf Babu Raj Ss/o Hari Singh,  
Chander Pal, Sanjay Ss/o Kanwar Singh,  
Ajit Singh, Rohtash Ss/o Umrav,  
Giri Raj Singh, Gajraj Singh, Hans Raj Ss/o Bhudhan,  
Ram Singh s/o Kundan Singh,  
Dharampal, Ram Pal alias Raj Pal, Ram Kumar Ss/o Chander  
Nepal Singh s/o Chander,  
Sunder Singh, Surender Singh, Jitender Singh,  
Ravinder Singh Ss/o Sukh Pal,  
Ranbir, Jagbir Ss/o Bucha, Lekhi S/o Parshadi,  
Khushi Ram Ss/o Harbansh,  
Sahab Singh S/o Ram Sawarup, Kuldeep S/o Ajit Singh,  
Amit Kumar s/o Ram Chander,  
Vikash, Aakash Ss/o Charan Singh,  
Naresh S/o Mawasi, Vinod Wd/o Mawasi,  
Sher Singh, Jagni, Tej Pal Ss/o Harbansh, Smt Vijindri Wd/o Charni,  
Smt Birmla, Jagresh D/o Khaman, Parveen, Naveen Ss/o Kheman,  
Rajinder, Satbir, Ranbir Ss/o Khami,  
Babu Ram, Om Parkash, Vijinder Ss/o Kharak Singh,  
Smt Prem W/o Kharak Singh,  
Rohtash, Dharambir, Satish Bhagat Singh Ss/o Chandi Ram,  
Shish Pal, Veg Raj Ss/o Charan Singh  
Sube Singh s/o Likhi Ram, Rattan Lal s/o Khushhal,  
Shirya, Shiri Chand, Duli Chand, Sahaz Ram,  
Jai Pal, Madan Lal Ss/o Bansi, Sant Ram s/o Wazira,  
Naresh- Mahesh Karishan Ss/o Sant Ram,  
Ramesh s/o Lekh Ram, Hoshiyari W/o Anant Ram,  
Rakesh Suri s/o Rishi Raj, Sanjeeb S/o Puran,  
Parshadi Lal S/o Cheti Lal, Sunil Kumar S/o Aitar Singh,  
Sanjay Sharma S/o P Sharma, Satish S/o Tuli Ram,  
Hari Kishan, Ram Kishan, Vijay Pal, Ram Babu, Shayam Babu Ss/o Gabdu,  
Ram Phal S/o Gabdu, Ram Rikh, Mange Ram Ss/o Gokul,  
Parkash, Mahi Pal, Shri Pal, Ram Pal, Jai Pal Ss/o Suraj Mal,  
Dharambir, Om Parkash, Dharam alias Babu Ss/o Hari Singh,  
Smt Sandhya W/o Shali Vahan, Kumari Shiwa D/o Shali Vahan Parmar,

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*[Signature]*

D. A. (HQ)

For Krrish Bulldtech Pvt. Ltd.

*[Signature]*

Director

D.T.G.P. (HR)

*[Signature]*

Smt Kunti W/o Digamber Sein,  
Bhagwan Dass S/o Kaura Ram, Nand Kishore, Pursan Lal Ss/o Asha Nand,  
Bikhi Ram- Kushi Ram, Tek Ram Ss/o Bedle,  
Dharambir S/o Harbhajan, Sunny Nitin Ss/o Dharam,  
Dharam Singh Uref Dharambir S/o Harbhajan,  
Smt Sunita W/o Shahmal,  
Pardeep Kumar, Devi Singh Ss/o Nawal Singh, Smt. Kamala Devi,  
Santosh, Karishna, Prem Lata Ds/o Nawal Singh, Smt. Taripta, Wd/o Nawal Singh,  
Smt Kiran W/o Dharam alias Dharambeer,  
Gaj Raj Singh, Hans Raj Singh Ss/o Budhan,  
Smt Bhagwati W/o Ram Singh,  
M/s Ragal Green Land (P) Ltd, M/s Ornamental Realtors (P) Ltd  
M/s Lavkush Builders (P) Ltd, M/s A. B. W. Infrastructure (P) Ltd,  
M/s Fori Propbuild (P) Ltd, M/s Fondant Propbuild (P) Ltd,  
M/s Serial Buildtech (P) Ltd, M/s Layjaind Buildcon (P) Ltd,  
M/s M. K. MS Auto (P) Ltd, M/s Aarnon Builders Developers (P) Ltd,  
M/s Aarli Builders Developers (P) Ltd, M/s Tanmay Developers (P) Ltd,  
M/s Bela Builders & Developers (P) Ltd, M/s Krina Estate Developers (P) Ltd,  
M/s Aalia Estate (P) Ltd,  
M/s Jai Kishana Promoters & Builders (P) Ltd,  
M/s Legend Buildcon (P) Ltd, M/s Hamoshak Buildwell (P) Ltd,  
M/s Tamanye Developers (P) Ltd, M/s B N Promoters (P) Ltd,  
M/s Paywing Propbuild (P) Ltd, M/s Himadri Real Estate & Developers (P) Ltd,  
M/s Alphanso Builders & Developers (P) Ltd.

VETTED

D. A. (HQ)

Company registered under the Companies Act, 1956 and having its registered office 406, 4<sup>th</sup> Floor, Elegance Tower, 8 Jasola, Distt. Centre, New Delhi - 25, (hereinafter called the "Owner") of the one part and the Governor of Haryana acting through the Director Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.


WHEREAS the OWNER is in possession of the land mentioned in the Annexure hereto for the purpose of converting into Plotted Residential Colony.

AND WHEREAS under Rule II of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development Works in accordance with the license finally granted for setting up a Plotted Residential Colony on the land measuring 151.596 Acres falling in the revenue estate of Village Nangli Umarpur, Ullawas, Maidawas, Kaderpur in Sector- 60, 61, 62, 63 & 65, Gurgaon

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Plotted Residential Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and regulation of Urban Areas Rule, 1976 by the Owner, hereby covenants as follows:

For Krrish Buildtech Pvt. Ltd.

  
Director

D.T.C.P. (HR)

a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time with 10 (ten) days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development Works and construction work in the colony.

b) That the owner undertakes to pay the proportionate External Development Charges as per rate, schedule, terms and conditions hereto:-

i) That the Owner shall pay proportionate External Development Charges at the tentative rate of Rs. 68.72 Lacs per acre for the plotted area of <sup>118.</sup> 45.909 acres & 274.879 Lacs per acres for the commercial component on the land measuring <sup>118.</sup> 5.660 acre. These charges shall be payable to that Haryana Urban Development Authority (HUDA) through the Director Town & Country Planning Haryana, either in lump-sum within 30 days from the date of grant of license or in ten equal half yearly installment of 10% each i.e.

a) First installment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license:

b) Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount.

**NETTED**

**D. A. (HQ)**

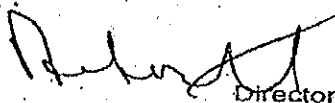
ii) The EDC rates are under review and are likely to be finalized soon. In the event of increase of EDC rates the colonizer shall pay the enhanced amount of External Development Charges and the interest of installments from the date of grant of licence and shall furnish the Additional Bank Guarantee if any, on the enhanced EDC rates.

iii) In case the Colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.

iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installment on the due date, an additional penal interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable upto period of three (3) months & additional three (3) months with the permission of Director, Town & Country Planning.

v) In case HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the colonizer shall be bound to do so.

For Krrish Bulldtech Pvt. Ltd.

  
Director

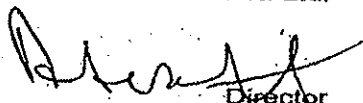
  
D.T.C.P. (HB)

- vi) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director, from time to time.
- vii) The Colonizer will arrange the electric connection from outside sources for electrification of their colony from H.V.P.N. if they fail to provide electric connection from H.V.P.N. the Director Town & Country Planning will recover the cost from the Colonizer and deposit it with H.V.P.N. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, will be required to get the "electrical (distribution) services plan/ estimate" approved from the agency responsible for installation of "external electricity service", i.e. HVPN/UHVBVNL/DHBVNL, Haryana and complete the same before obtaining occupation completion certificate for the colony.
- viii) No EDC would be recovered from the EWS/LIG categories of allottees.
- a) That these rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owners shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of license
- b) That the owners shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under rule- 16 of the Rules unless earlier relieved of this responsibility, when the owners shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- c) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, hospitals, community centres and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining the prior permission of the Director, Town & Country Planning.

All the community building will be got constructed by the colonizer within a time period of three years from the date of grant of license.

For Krish Bulldtech Pvt. Ltd.

  
Director

  
D.T.C.P. (HR)


RECEIVED  
D. A. (HQ)

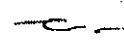


- d) That the Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- e) That the Owners shall complete the internal development works within two years of the grant of license.
- f) That the owner shall deposit infrastructure development charges @ Rs. 500/- per sq. mtr for permissible saleable plotted area and a @ Rs. 1000/- per sq. mtr for commercial area through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license, ~~and the second installment to be deposited within six months from the date of grant of license.~~ The unpaid amount of EDC shall carry and interest of 18% p.a. (simple) for the delay in the payment of installment.
- g) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- h) That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect of the development works in the colony and the owner shall carryout all the direction issued to him for ensuring due compliance of the execution of issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- i) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the rules shall be binding on the owner.
- j) That the owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HSIIDC/~~HSIIDC~~ and make their own arrangement for temporary disposal or give the requisite land.
- k) That the Owners undertakes to pay proportionate external development charges (EDC) for the area earmarked for Plotted Colony, as per rate schedule terms and conditions given in clause - 1 (b) of the Agreement.

2. Provided always and it is hereby agreed that should the owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act & the Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

For Krishi Buildtech Pvt. Ltd.

  
Director

  
D.T.C.P. (HR)

3. Upon cancellation of the licence under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana development and regulation of Urban areas Rules, 1976 as amended up to date. The Bank Guarantee in the event shall stand forfeited in favour of the Director.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression the "Owner" herein before used/shall includes his heirs, legal representatives, and successors and permitted assignees of the "Owners" and the "Developer".
6. After the layout plan and development works or part thereof in respect of the Plotted Residential Colony or part thereof have completed and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf from the owner, release the Bank Guarantee or part thereof, as the case may be, Provided that, if the completion of the Plotted Residential Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Plotted Residential Colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule-16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owners.

WETTED  
 P. Mohan  
 D. A. (HQ)

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND YEAR ABOVE FIRST WRITTEN.

WITNESS H.P.  
 1. Anand P. Sachdeva  
 House No 508/3  
 Shiv Puri Gurgaon

For Krish Buildtech Pvt. Ltd.  
Amit Katyal  
 (AMIT KATYAL) Director  
 M/s Krish Buildtech Pvt. Ltd.

WITNESS H.P.  
 1. Anand P. Sachdeva  
 House No 508/3  
 Shiv Puri Gurgaon  
 2. Rajbir Singh Dy Supr  
 of JCD & A&D

Director  
 Town & Country Planning,  
 Haryana, Chandigarh  
 Director  
 Town & Country Planning  
 Haryana, Chandigarh

Sr. No. 290 ..... dated 26-07-2013 .....

Certified Under Section 42 of the Indian Stamp Act, 1889, that Stamp duty of Rs. 19,93,800/- (Rupees Nineteen Lacs Ninety Three Thousand Eight Hundred only) has been levied on this document and paid by M/s. Brahma City Pvt. Ltd. 1206-B, Surya Kiran Building-19, Kasturba Gandhi Marg, New Delhi through Yogesh Kumar Adv. vide Treasury Challan No. T-2 dated 26-07-2013 for Rs. 3,98,75,000/- in favour of .....

439950/-  
Substant Treasury Officer  
26/7/13  
439950/-  
16250700/11/9/2015  
दस्तावेज नं. T-16250700/-  
SALE DEED

VILLAGE NAME : Kadarapur  
MEASUREMENT OF LAND : 5 Kanal 18 Marla  
TRANSACTION VALUE : Rs. 1,97,97,500/- (i.e. Rs. 35,10,000/- by Demand Draft plus value of plots of admeasuring 1303 sq. yds calculated @ Rs. 12,500 (i.e. 1303 X 12,500 =Rs. 1,62,87,500)  
STAMP DUTY : Rs. 24,33,750/-  
STAMP PAPER VALUE : Rs. 19,93,800/-  
DEFICIENT STAMP DUTY DEPOSITED : Rs. 4,39,950/-  
paid vide Challan No. 16250700/11/09/15 State bank of India, M.R. Gurgaon  
STAMP NO. /DATE : 290 dt. 26.07.2013  
TREASURY : Sub Treasury Sohna

Handwritten signature

प्रलेख नः 1490


दिनांक 01/09/2015

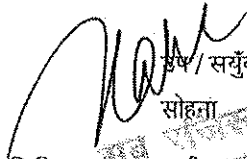
डीड संबंधी विवरण		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील सोहना	गांव/शहर Kadarpur	स्थित Kadarpur
भवन का विवरण		
भूमि का विवरण		
चाही	5 Kanal 18 Marla	
धन संबंधी विवरण		
राशि 48,675,000.00 रुपये		कुल स्टाम्प ड्यूटी की राशि 2,433,750.00 रुपये
स्टाम्प न. 290		स्टाम्प की राशि 1,993,800.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये		पेस्टिंग शुल्क 2.00 रुपये
चलान न. 16250700	राशि 439950 रुपये	दिनांक 01/09/2015

Drafted By: C P Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 01/09/2015 दिन मंगलवार समय 2:45:00PM बजे श्री/श्रीमती/कुमारी Sitaram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Murlidhar निवासी New Anaj Mandi Narnaul Mahindergrah द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

  
हस्ताक्षर प्रस्तुतकर्ता

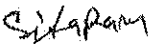
  
उप/सयुक्त पंजीयन अधिकारी  
सोहना


प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक

  
श्री Sitaram

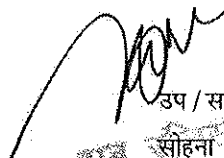
  
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सोहना

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Auth Sign-Manohar Dhasmana ब्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुधक-समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि ब्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C P Bathija Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Distt Court Gurgaon व श्री/श्रीमती/कुमारी Padam Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Rampat निवासी Alipur ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 01/09/2015

  
उप/सयुक्त पंजीयन अधिकारी  
सोहना

THIS SALE DEED is executed at Sohna on this 1st day Sept of 2015

BY

Shri Sitaram S/o Shri Murlidhar R/o New Anaj Mandi, Narnaul Distt. Mahenderharh, Haryana (hereinafter referred to as '**THE VENDOR**') which expression shall mean and include his legal heirs, successors, executors, nominees and assigns) of the **ONE PART**.

**IN FAVOUR OF**

**M/s Brahma City Private Limited**, a company registered under the companies Act 1956, having its registered office at Flat no. B-8, Ansal Tower, 38 Nehru Place, New Delhi-110019 through its authorized signatory **Sh. Manohar Dhasmana** S/o Sh. MN Dhasmana duly authorized vide a board resolution dated June 08th, 2015 (hereinafter referred to as '**THE VENDEE**') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees **OF THE OTHER PART**.

WHEREAS the Vendor herein is the owner in possession of the land bearing Khewat No. 169, Khatoni No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0) total measuring 23 Kanal 13 Marla to the extent of 1/4 share which comes to **5 Kanal 18 Marla**) situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon Jamabandi for the year 2005-06 (hereinafter referred to as '**THE SAID LAND**') and the details of the said land provided in the Schedule-I.

AND WHEREAS the Said Land is the self acquired property of the Vendor and the Said Land is duly recorded in the name of the Vendor in the revenue records. A copy of the land revenue record (Khasra record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendor is the absolute owner in possession of the Said Land and that his title thereto is good, marketable and subsisting and no third party has any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendor has not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.

AND WHEREAS the Vendor has agreed to sell, transfer and assign all his rights, title and interests in the Said Land at or for a consideration of Rs. 35,10,000/- and 1303 sq. yards developed land in the shape of residential plot valued at Rs. 1,62,87,500/- Total Consideration 1,97,97,500/- (Rupees One Crore Ninety Seven Lacs Ninety Seven Thousand

*Sitaram*

*Manohar Dhasmana*

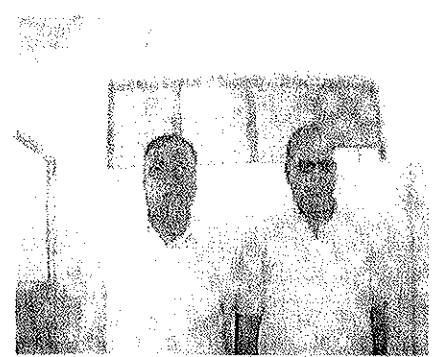
Reg. No. 1,490 Reg. Year 2015-2016 Book No. 1








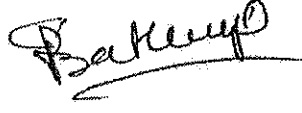

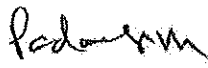
विक्रेता



क्रेता



गवाह

विक्रेता	Sitaram		
क्रेता	Auth Sign-Manohar Dhasm		
गवाह	C P Batheja Adv		
गवाह	Padam Singh		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,490 आज दिनांक 01/09/2015 को बही नः 1 जिल्द नः 2,094 के पृष्ठ नः 174 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 876 के पृष्ठ सख्या 53 से 55 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 01/09/2015

  
उप/संयुक्त पंजीयन अधिकारी  
साहना

and Five hundred only) in the Township of Brahma City Situated at Sector -60,61,62,63 & 65 bearing plot no G-70 measuring 411.72 ,G-71 measuring 411.72 both in Block G & plot no F-6 measuring 479.74 in Block F, totalling 1303.18 sq yds in Sector 62, Urban Estate, Gurgaon are provisional and are subject to change on final zoning received from DTCP, Haryana. change and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendor has represented that [his Attorney] has full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendor of this Deed.

AND WHEREAS the Vendor further represents that he will fulfil all requirements leaving behind no impediments in law or conveyance of the Said Land in favour of the Vendee.

**NOW THIS SALE DEED WITNESSETH as under:**

1. That in consideration of a sum of Rs. 35,10,000/- (Rupees Thirty Five Lacs and Ten Thousand only) paid by the Vendee to the Vendor vide Demand draft no. 086582 dated 28.08.2015 in favour of Sita Ram drawn on Axis Bank, Sector-18, Noida branch and approximately 1303 sq. yds developed land in the shape of residential plots valued at Rs. 1,62,87,500/- (Rupees One Crore Sixty Two Lacs Eighty Seven Thousand and Five Hundred only) in the Township of Brahma City Situated at Sector -60,61,62,63 & 65 Gurgaon bearing plot no G-70 measuring 411.72 ,G-71 measuring 411.72 both in Block G & plot no F-6 measuring 479.74 in Block F, totalling 1303.18 sq yds in Sector 62, Urban Estate, Gurgaon, will be given to vendor being the entire sale consideration, the Vendor do hereby sell, transfer, and assign all his rights, title and interest in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2. That the Vendor hereby assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in his absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendor has an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in

*Sita Ram*

*Yal*

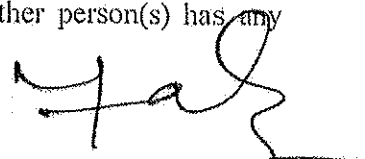




his sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendor will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendor or on account of any representations, warranties of the Vendor being false, or on account of any breach of obligations hereunder by the Vendor and the Vendor agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendor.

3. That the Vendor covenants, represents and warrants that there is no claim, right, title or interest therein by any third party and that the Vendor is lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendor has a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendor has absolute power and authority to convey the Said Land and has not been party or privy to any act, deed or thing by which the rights of the Vendor to deal with the Said Land has been affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.
4. That from this day onwards the Vendee shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendor will have no objection in any manner whatsoever as the Vendor has delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
5. That the Vendor shall be entitled to three residential plots only area aggregating to approximate 1303 Sq. yards in proposed Township, sector 62 viz; Brahma City details mentioned above and hereby assures and declares that there are no pending suits and/or proceeding Hspendence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies. In case the vendee failed to hand over the above said plots to the vendor in that event the said sale deed and subsequent sale deed will be null and void and not binding upon the vendor. It is also settled that subsequent allottee/purchaser shall not take plea of bonafide purchaser.
6. That the Vendor hereby also assures and declares that no other person(s) has any easement or other rights in respect of the Said Land.

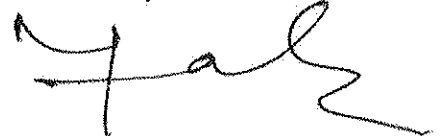
Sitaram





7. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].
8. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
9. That hereinafter the Vendor at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendor and all persons claiming under on behalf of Vendor do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
10. That upon execution of sale deed the Vendor has handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendor affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
11. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
12. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

Sitaram





SCHEDULE I

ALL THAT Khewat No. 169, Khatoni No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0) total measuring 23 Kanal 13 Marla to the extent of 1/4 share which comes to **5 Kanal 18 Marla** ) situated within the revenue estate of Village Kadarapur, Tehsil Sohna, District Gurgaon Jamabandi for the year 2005-06.

IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses: *Dr. Baldev*

*Sitaram*

*Baldev*

*C.P. Baldev*

SIGNED AND DELIVERED by the  
Within named VENDOR  
Sitaram

*Manohar*

SIGNED AND DELIVERED by the  
Within named VENDEE  
M/s Brahma City Private Limited  
through its authorized signatory  
Sh. Manohar Dhasmana


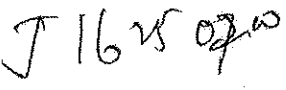
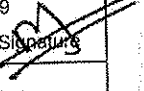
1. *Baldev*  
*C.P. Baldev*

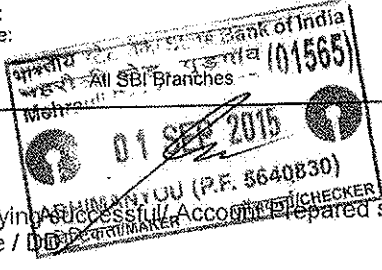
WITNESSES

2. *Rodam Singh*  
*Rodam Singh*  
R/o Village Alipur, Teh. Sohna  
Distt Gurgaon

*Rodam Singh*  
WITNESSES



JDO Code: 036Z		E - CHALLAN		AGr Dept Copy	
		Government of Haryana			
Valid Upto: 18-09-2015 (Cash)		12-09-2015 (Chq./DD)		 * 0 0 1 1 3 7 9 2 5 9 *	
GRN No.: 0011379259		Date: 31 Aug 2015 16:30:06			
Office Name: 0362-TEHSILDAR SOHNA					
Treasury: Sohna					
Period: (2015-16) One Time					
<b>Head of Account</b>				<b>Amount ₹</b>	
0030-02-103-96-51 Other Items				439950	
PD AcNo 0					
Deduction Amount: ₹				0	
Total/Net Amount: ₹				439950	
₹ Four Lakhs Thirty Nine Thousands Nine Hundred Fifty only					
<b>Tenderer's Detail</b>					
GPF/PRANT/IN/Actt. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: M s Brahma City Pvt Ltd					
Address: Flat no. B-8, Ansal Tower, 38 Nehru Place, New Delhi					
Particulars: Deficiency in stamp duty of M s Brahma City Pvt Ltd regarding sale deed of land 5 Kanal 18 Marla situated at Kadarapur					
					
Cheque-DD- Detail:		RTGS UTR No. UTIBH15243006429			
		Depositor's Signature 			
<b>FOR USE IN RECEIVING BANK</b>					
Bank CIN No:					
Payment Date:					
Bank:					



etc. after verifying successful status of this  
 ice of cheque / DD (Account prepared status of this  
 type 263).

From

District Town Planner,  
Enforcement, Gurgaon

to

Sh. Sita Ram s/o. Murlidhar R/o New  
Anaj Mandi, Narnaul Distt Mahendragarh

Memo No.

680

Dated:

31/8/15

Sub:- Issuance of NOC for the land falling Outside Municipal Corporation Limit in Urban area for the Purpose of u/s-7(A) of the Haryana Development & Regulation of Urban Areas Act, 1975 (Act No.8 of 1975).

Ref:- Sub-Registrar office memo no. \_\_\_\_\_ Dated: \_\_\_\_\_

This office does not have any objection for registration of lease /sale deed document of land in the office of concerned Sub-Registrar for land comprised in khewat No/ 169/189 and Khata no. \_\_\_\_\_ and Khasra no. /Killa No. 1/1/12, 2/1/10, 20/1/1, 11, Kita 4 Area 23K-13M to extent of 1/4 Share in the revenue estate of village Kaderpur Tehsil Sohna Distt. Gurgaon out of which area measuring 5K-18M is proposed to be Sold by Sh./Smt./Ms Sita Ram s/o Murlidhar R/o New Anaj Mandi Narnaul Distt Mahendragarh.

to

Sh./Smt./Ms Brahma City Pvt Ltd. Regd office at Flat No B-8 Ansal Tower 38 Nehru Place New Delhi

as the same does not violated the provision of section 7(i) of Act no.8 of 1975 as per the revenue documents received along with memo under reference/application of the applicant. This NOC is being issued subject to the following terms & conditions:-

- i) That the seller and buyer will not set up residential, commercial or industrial colony/construction upon the land under consideration in violation of the provisions of Act no. 8 of 1975 and Act No. 41 of 1963 respectively.
- ii) That the verification of the revenue documents related to ownership may be done at Sub-Registrar level before execution of the proposed deed.
- iii) That buyer will take permission for any activity other than agriculture purpose from the Competent Authority.
- iv) That the registration of documents be executed after receipt of this original letter only.
- v) That this NOC will not provide any immunity from any other Act or rules applicable on the land in question.
- vi) It is intimated that you are not allowed to sell the said plot in pieces further.

H. K. Singh  
31/8/2015  
District Town Planner,  
Enforcement, Gurgaon

Endst No.

Dated:

A copy is forwarded to Sub-Registrar, Sohna Gurgaon in reference to memo referred above for further necessary action.

1  
District Town Planner,  
Enforcement, Gurgaon





AXIS BANK LTD

IFS CODE - 210000000000

ISSUING BRANCH

A/C PAYEE ONLY

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

SECTOR-18, NOIDA (UP)

361

DATE 28 08 2015  
D D M M Y Y Y Y

ON DEMAND PAY  
मौजि जाने पर

OR ORDER / या उनके आदेश प

RUPEES Thirty Five Lakh Ten Thousand only  
रुपये

अदा करें

₹ \*\*\*\*\*35,10,000.00

OT  
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CC

DD Sr. No. 86582

A/c Payee Only

FOR VALUE RECEIVED

361012100105  
Payable at Par (82K)

DRAWEE BANK AND BRANCH CODE NO.  
अदा करने वाले बैंक और शाखा

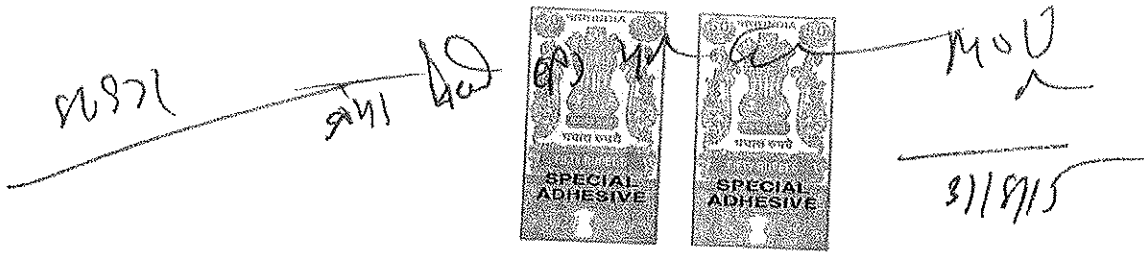
*[Signature]*  
AUTHORIZED SIGNATORY  
अधिकृत हस्ताक्षर करें

*[Signature]*  
AUTHORIZED SIGNATORY  
AUTHORIZED SIGNATORY  
PRESS Sign above अधिकृत हस्ताक्षर करें

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed at Gurgaon on this 1<sup>st</sup> day of SEPT. 2015.

### **BETWEEN**

1, Sitaram s/o Shri Murlidhar r/o New Anaj Mandi, Narnaul District Mohindergarh, Haryana; (hereinafter referred to as the "First Party" which expression shall unless it be repugnant or contrary to the context or meaning thereof be deemed to mean and include his representatives legal heirs, successors, legal representatives, administrator, Executor, nominee and assignees)

### **AND**

M/s. Brahma City Private Limited, a Company duly incorporated under the Companies Act, 1956, having its registered office at Flat Number B- 8, Ansal Tower, 38 Nehru Place, New Delhi -110019 acting through Shri Manohar Dhasmana duly authorized by Board Resolution (hereinafter referred to as the 'Second Party' which expression shall unless it be repugnant or contrary to the context or meaning thereof be deemed to mean and include its successors, legal representatives, administrative, executors, nominees and assignees). **VIDE RESOLUTION DATED 8<sup>th</sup> JUNE 2015.**

### **AND**

M/s. Brahma Realty Private Limited, a Company duly incorporated under the Companies Act, 1956, having its registered office at Flat Number B- 8, Ansal Tower, 38 Nehru Place, New Delhi -110019 acting through Shri Manohar Dhasmana duly authorized by Board Resolution (hereinafter referred to as the 'Third Party' which expression shall unless it be repugnant or contrary to the context or meaning thereof be deemed to mean and include its successors, legal representatives, administrative, executors, nominees and assignees).

Whereas the First Party is the sole and absolute OWNER and in possession of the agricultural land measuring 8 Kanal 10 Marla. The detail of the land is as follows:-

1. 5 Kanal 18 Marla 1/4th share of land is under 23 Kanal 13 Marla comprised in Khewat no.169 Khata no. 189 Rect. no. 1 Killa no.15/2(5-19), Rect. no. 2 Killa no. 10(5-1)20/1/1(4-13) 11(8-0) and 7 Marla 1/4th share of land is under admeasuring 1

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kanal 7 Marla comprised in Khewat no.167 Khata no. 186 Rect. no. 2 Killa no. 20/1/2(1-7) situated in Revenue Estate of Village Kadarapur, Tehsil Sohna Distt. Gurgaon, Haryana as per Jamabandi for the year 2005-2006 (Para-I).

2. 2 Kanal 5 Marla 1/4th share of land is under admeasuring 9 Kanal comprised in Khewat no.167- 169 Khata no. 187-190 Rect. no. 2 Killa no. 12(8-11) 20/5(0-9) situated in Revenue Estate of Village Kadarapur, Tehsil Sohna Distt. Gurgaon, Haryana as per Jamabandi for the year 2005-2006 (Land under germarusi). (Para-II) (hereinafter referred to as the "Said Land").

And whereas the First Party has represented that there is no lien on the said land and no suit with regard to the said land is pending in any court of law. That , a notification under Section 4 of Land Acquisition Act became applicable on the Said Land but as on current date the Said Land is free from all acquisition notifications.

And whereas the First Party has further represented that there is no other legal impediment except germarusi on land mentioned in Para no. II or bar whereby the First Party can be prevented from entering into these presents. There is no order of attachment by income tax authorities or by any other authorities under the law for the time being in force in respect of the said land.

And whereas the First Party has represented that the said land is in the ownership of the First Party and is not the subject matter of a Hindu Undivided Family ("HUF") and that no part of the said land is owned by any minor. That there are no other outstanding dues to any Government or the local authorities of whatsoever nature in respect of the said land.

And Whereas the First Party has represented that it is in need of funds for its personal and family use and has approached and agreed to transfer / alienate / sell the said land to the Second Party and Third Party, who has agreed to purchase the same subject to these presents.

**NOW, THEREFORE, THIS MOU WITNESSETH AS UNDER:**

1. That the Second Party and Third Party have agreed to pay to the First Party the entire sale consideration amount of Rs 1,06,60,000/- and 1303 sq. yds. of plots in Township of Brahma City situated in Sector 62, Urban Estate, Gurgaon in sector 62 block-G bearing Plot no. G70 (411.72), G71 (411.72) and in Block -F Plot No. F6 (479.72) total measuring 1303 sq. yards. The allotment of the plots in Block -G and Block-F in sector 62 are provisional and are subject to change on final zoning received from DTCP, Haryana. Copy of the provisional allotment letter will be handed over to the first party by the second party on the signing of this MOU in respect of the said Land and rights in the entire built up area of the Proposed Project situated in Village

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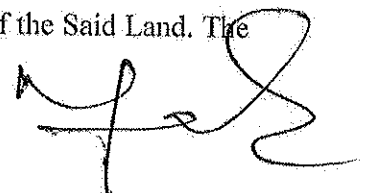
Kadarpur, Tehsil Sohna Distt. Gurgaon, Haryana. In case the second party failed to handover the abovesaid plots measuring 1303 sq. yds. to the first party in that event the sale deeds and subsequent sale deed would be deem as null and void and not binding on the first party. It is also settled that the subsequent allottee/purchaser shall not take plea of bonafide purchaser.

2. That, On 09-02-2010, the First Party had entered into an Agreement to Sell with M/s. Arnav Buildwell Pvt Ltd for land admeasuring 8 Kanal 10 Marla (1.0625 acres) @ Rs. 2,20,00,000/- per acre. On 02-04-2010, M/s. Arnav Buildwell Pvt. Ltd. executed an Agreement with M/s. Brahma City Private Limited, Formerly known as Krrish Buildtech Pvt Ltd (The Second Party) wherein all rights and obligations in respect of the abovesaid land was transferred in the name of the Second Party.

Now for full and final settlement of the above said agreements,' transactions the Second Party and Third Party have agreed to pay sale consideration of Rs 1,06,60,000/- and allot 1303 sq. yds. of plots in Township of Brahma City, total consideration to the First Party to which the First Party has given its consent. Since M/s. Arnav Buildwell Pvt. Ltd. has transferred all its rights and obligations in relation to the said land in the name of the Second Party hence M/s. Arnav Buildwell Pvt. Ltd. cannot raise any objection regarding this transaction and in case M/s. Arnav Buildwell Pvt. Ltd. raises any objection regarding this land and earnest money paid by him to the 1<sup>st</sup> party in future then the second party shall indemnify/deal with the same.

3. That the Second Party and The Third Party states that the First Party and subsequent transferee shall not be responsible for payment of any taxes, External Development Charges ("EDC"), Infrastructure Development Charges ("IDC") and Preferential Location Charges ("PLC") charges payable in relation to the developed residential plots allotted to him in Brahma City, Gurgaon.
4. That the Second Party and the Third Party will be entitled to get the sale deeds executed and registered in their own name or in the name of their nominees at their own discretion and the First Party will have no objection whatsoever if one sale deed is executed or more than one sale deeds are executed in respect of the Said Land. The

*Sister*



First Party will also have no objection if the Second Party and the Third Party nominates / assigns their rights under this agreement in favour of any person(s).

5. That the First Party hereby transfers all rights title & interest, easements, privileges and appurtenances thereto the said land along with all fittings and fixtures, connections, water sources therein/thereon , structures standing thereon etc. in favour of the Second Party and Third Party respectively upon execution of this Memorandum Of Understanding.
6. That the First Party confirms that he has cleared all the dues related to the Said Land till dated hence he is handing over physical possession of the said land to the Second Party and The Third Party at the time of the execution of this MOU which is hereby acknowledged by all the Parties except the Gair Marusi on Rect No 2 Kila No 20/5 & 12. The said dispute would be resolve by the third party itself. First party would not be liable for the same in any manner whatsoever.
7. That the First Party hereby affirms and declares that it has not received any compensation in respect of the said land from the Government or any other authority and has not handed over the possession of the said land to any Governmental Authorities or any other Party and shall not do so henceforth. In the event it is found subsequently that the First Party has received compensation form the concerned Governmental Authorities before or after the execution of this MOU, the First party shall pay to the second party and third party the entire compensation amount so received alongwith the interest at the rate of 2% per month for the period of default.
8. The First Party has represented to the Second Party and Third Party that the said land is free from all sorts of encumbrances and that the First Party is holding good title of the said land except Gair Murusi of land and on 02-06-2009 notification under Section 4 of Land Acquisition Act became applicable on the Said Land but as on current date the Said Land is free from all acquisition notifications.
9. That the First Party hereby undertakes that he is selling land to the Second Party and Third Party out of his free will, i.e, without any force or coercion from the other party

*Silafam*

*[Handwritten Signature]*

The First Party also undertakes that, henceforth, it shall not create any lien / encumbrances or any third party interest in any manner on the said land. .

10. That all expenses in respect of the execution and registration of sale deed, and for stamp duty, shall be borne by the Second and Third Party.

11. That in the event the First Party refuses to get the sale deed executed and registered in favour of the Second Party and Third Party for any reason whatsoever, the Second Party and Third Party will have a right to get the sale deed executed by way of specific performance of this MOU from the court of law having jurisdiction.

This MOU has been signed in duplicate and first party and second party shall retain one copy each.

IN WITNESS WHEREOF the parties have signed this MOU at Gurgaon on the date mentioned above in the presence of the following witnesses:

WITNESS

1. Radamsingh S/O Ramlet

H.M. 286 Sect 15-I  
Gurgaon Radamsingh

2. Bathuaji

C.P Bathuaji Adv.  
Chamber No 4, Block-A  
DRT Court Gurgaon

3.

  
FIRST PARTY

  
SECOND PARTY

  
THIRD PARTY



हरियाणा HARYANA

40AA 626862

### हल्फनामा

मैं, मनोहर दसमाना पुत्र श्री एम.एन. दसमाना निवासी ब्लाक बी मकान नम्बर 98 दूसरी मन्जिल केन्द्रीय विहार गुडगांवा सत्यनिष्ठापूर्वक निम्नलिखित हल्फन ब्यान करता हूँ

कि:-

- 1- यह कि मैं ब्रहमा सिटी प्रा. लि. फ्लेट नम्बर बी.8 अन्सल टावर 38 नहरू पैलेस नई दिल्ली का अधिकृत हस्ताक्षरी कम्पनी रैजूलेशन दिनांक 08-06-2015 द्वारा हूँ।
- 2- यह कि अरनव बिल्डवेल प्रा. लि. ने एक इकरारनामा सौदा बय मुसत्तील नम्बर 1 कीला नपम्बर 15/2(5-19) मुसत्तील नम्बर 2 कीला नम्बर 10(5-1) 20/1/1(4-130) 11(8-0), 12(8-12) कित्ता 5 रकबा 32 कनाल 4 मरले के 1/4 भाग बकदर 8 कनाल 1 मरला व मुसत्तील नम्बर 2 कीला नम्बर 20/1/2(1-7), 20/5(0-9) कित्ता 2 रकबा 1 कनाल 16 मरले के 1/4 भाग बकदर 0 कनाल 9 मरले कुल तादादी रकबा 8 कनाल 10 मरले का एक इकरारनामा सौदा बय मालिक सीता राम पुत्र मुरलीधर निवासी नारनोल से 2,20,00,000/- रुपये प्रति ऐकड के हिसाब से दिनांक 9-02-2010 को तय व पुक्ता किया था जिसके तहत अरनव बिल्डवेल प्रा. लि. ने मालिक जमीन को 23,37,500/- रुपये बतौर ब्याना व पार्ट पेमेन्ट इस प्रकार दिये थे :- 22,13,750/- रुपये का चैक जिसका नम्बर 546296 व 1,23,750/- रुपये जिसका चैक नम्बर 545753 है। उक्त राशी का भुगतान सीता राम जमीन मालिक के हक में हो चुका है।

*Yas*

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- 3- यह कि उक्त अराजी का इकरारनामा अरनव बिल्डवेल प्रा. लि. ने क्रिश बिल्डटेक प्रा. लि. के साथ कर लिया था और बाद में क्रिश बिल्डटेक प्रा. लि. का नाम बदलकर ब्रहमा सिटी प्रा. लि. हो गया है ।
- 4- यह कि जो ब्याना अरनव बिल्डवेल द्वारा विक्रेता को दिया गया था उसे अरनव बिल्डवेल प्रा० लि० किसी भी सूरत में वापिस मांगने का हकदार नहीं होगी । अगर भविष्य में अरनव बिल्डवेल द्वारा उपरोक्त ब्याना के बारे कोई भी आपत्ति उठाई जाती है तो उसकी जिम्मेवारी ब्रहमा सिटी प्रा० लि० कम्पनी की होगी । उपरोक्त राशि 23,37,500/- रूपये विक्रेता के हक में जब्त हो चुकी है ।
- 5- यह कि अब ब्रहमा सिटी प्रा. लि. उक्त अराजी को नई शर्तों के हिसाब से खरीद कर रही है और अरनव बिल्डवेल प्रा. लि. द्वारा दिया गया ब्याना वापसी के लिये ना अरनव बिल्डवेल प्रा. लि. व ना ही क्रिश बिल्डटेक प्रा. लि. और ना ही ब्रहमा सिटी प्रा. लि. उक्त राशि वापिस मागेगी । उक्त राशि पूर्ण रूप से जप्त हो चुकी है ।

हल्फनकर्ता

सत्यापन :-

उपरोक्त ब्यान मैंने अपने पूर्ण होश व हवास में बिना किसी दबाव के अपनी इच्छा से दिए हैं इनमें कोई भी तथ्य झूठ व गलत ना है और ना ही कुछ छिपाया गया है ।

दिनांक : 01.09.2015

C.P. Bhatnagar Saw  
Bhatnagar

हल्फनकर्ता

Witnessed as Identity

1/9/15







Sl. No. 579698  
GSR/001

RECEIPT

Mahrauli Road, Gurgaon (01565)



STATE BANK OF INDIA

Branch

Code No.

Received a sum of Rs. 17,66,900/-

(Rupees Seventeen Lakh Sixty Six thousand Nine Hundred only)

from Smt. / Shri M/S Brahma City Pvt. Ltd

Mo, d/o, w/o NA

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

Date

26 SEP 2012

Place

GURGAON



(Signatures of Authorised Officer)

4491

05-10-12

SALE DEED

VILLAGE NAME : Kadarapur  
 MEASUREMENT OF LAND : 12 Kanal 17 Marla  
 TRANSACTION VALUE : Rs. 3,53,37,500/-  
 STAMP DUTY : Rs. 17,66,900/-  
 STAMP NO. : GSR/001 : 579698  
 ISSUED BY : S.B.I. M.R. Gurgaon

4499

05-10-12

THIS SALE DEED is executed at Sohna on this 5th day of October 2012 BY

प्रलेख नः 4499

दिनांक 05/10/2012

डीड संबंधी विवरण		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील सोहना	गांव/शहर Kadarpur	स्थित Kadarpur
भवन का विवरण		
भूमि का विवरण		
चाही	1 Acre 4 Kanal 17 Marla	
धन संबंधी विवरण		
राशि 35,337,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,766,900.00 रुपये	
स्टाम्प की राशि 1,766,900.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रूपये		

Drafted By: CP Batheja Adv

यह प्रलेख आज दिनांक 05/10/2012 दिन शुक्रवार समय 3:31:00PM बजे श्री/श्रीमती/कुमारी Lakhi @ Lakhi Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Narayan निवासी Kadarpur Sohna द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Lakhi @ Lakhi Ram thru Amit Katyal(GPA)

उप/सयुक्त पंजीयन अधिकारी  
सोहना

**PANKAJ SETIA**  
Sub Registrar, Sohna

उपरोक्त विक्रेताव श्री/श्रीमती/कुमारी Thru-Shailendra Yadav क्रेताहाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Yogesh Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon

व श्री/श्रीमती/कुमारी Ramesh Chand Ex Mc पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 05/10/2012

उप/सयुक्त पंजीयन अधिकारी  
सोहना

**PANKAJ SETIA**  
Sub Registrar, Sohna

**Sh. Lakhi alias Lakhi Ram** S/o Shri Shiv Narayan R/o Village Kadarapur, Tehsil Sohna, Distt. Gurgaon through his attorney **Mr. Amit Katyal** S/o Shri O.P. Katyal resident of 406, 4<sup>th</sup> Floor, Elegance Tower-8, Jasola District Centre New Delhi authorised signatory of M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) vide a General Power of Attorney bearing Vasika No.103 dated 11.10.2010 registered in the office of Sub-Registrar Sohna, Distt. Gurgaon, (hereinafter referred to as '**THE VENDOR**') which expression shall mean and include his legal heirs, successors, executors, nominees and assigns) of the **ONE PART**. The actual owner is alive and GPA is not cancelled till date.

#### IN FAVOUR OF

**M/S Brahma City Pvt. Ltd.**, a company registered under the companies Act 1956, having its registered office at 1206-B, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi through its authorized signatory **Sh. Shailendra Yadav** S/o Sh. B.S Yadav duly authorized vide a board resolution dated 25-09-2012 (hereinafter referred to as '**THE VENDEE**') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendor herein is the absolute owner of the land bearing Khewat No. 126, Khata No.135, Rect. No.12, Killa No. 12(4-10), 13Min (7-10), 14/1Min(0-9), 18/2Min(0-8), total measuring **12 Kanal 17 Marla Salam** situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 (hereinafter referred to as **THE SAID LAND**') and the details of the said land provided in the **Schedule-I**.

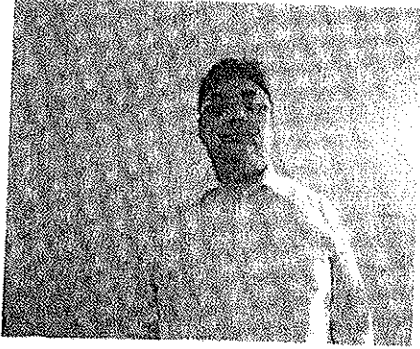
AND WHEREAS the Said Land is the self acquired property of the Vendor and the Said Land is duly recorded in the name of the Vendor in the revenue records. A copy of the land revenue record (Khasra record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has obtained a License from the Director of Town and Country Planning Haryana for development of the Said Land as a part of plotted residential colony vide license No.64/2010 dated 21.08.2010 and the said authority vide their letter dated 18.09.2012 have granted permission for transfer of the said license in favour of the Vendee herein.

AND WHEREAS the Vendor has offered to sell the Said Land to the Vendee by making the following representations:



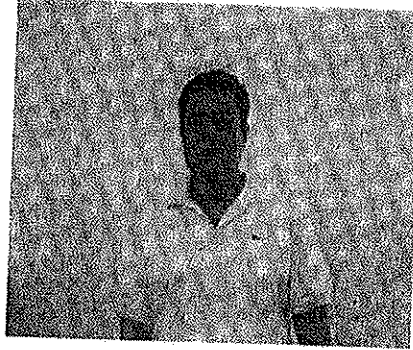
Reg. No. 4499 Reg. Year 2012-2013 Book No. 1



विक्रेता

विक्रेता

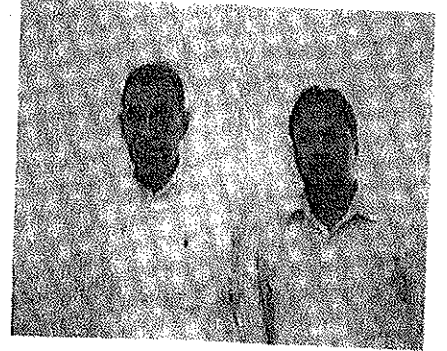
Amit Katyal



क्रेता

क्रेता

Thru-Shailendra Yadav



गवाह

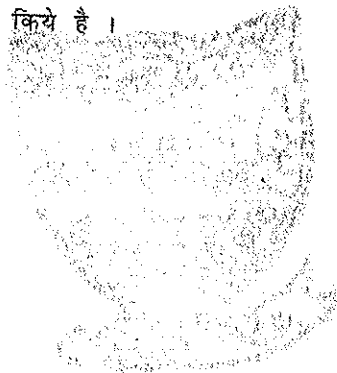
गवाह 1:- Yogesh Adv

गवाह 2:- Ramesh Chand Ex Mc

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,499 आज दिनांक 05/10/2012 को बही नः 1 जिल्द नः 2,072 के पृष्ठ नः 132 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 429 के पृष्ठ सख्या 95 से 96 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुला मेरे सामने किये है ।

दिनांक 05/10/2012



उप/संयुक्त पंजीयन अधिकारी  
सोहना

Sub Registrar, Sohna

- (a) That the Vendor is the absolute owner of the Said Land and that his title thereto is good, marketable and subsisting and no third party has any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) that the Vendor has paid the land revenue, taxes, cess and other statutory charges with regard to the Said Land upto the date of this Deed;
- (f) That the Vendor has not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.

AND WHEREAS the Vendor has agreed to sell, transfer and assign all his rights, title and interests in the Said Land at or for a consideration of Rs. 3,53,37,500/- and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendor has represented that [his Attorney] has full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendor of this Deed.

AND WHEREAS the Vendor further represents that he will fulfill all legal requirements leaving behind no impediments in law or otherwise for the conveyance of the Said Land in favour of the Vendee.

**NOW THIS SALE DEED WITNESSETH as under:**

1. That in consideration of a sum of Rs.3,53,37,500/- (Rupees Three Crore Fifty Three Lacs Thirty Seven Thousand Five Hundred only) already paid by the Vendee to the Vendor being the entire sale consideration, the receipt whereof the Vendor do hereby admit and acknowledge, the Vendor do hereby sell, transfer, and assign all his rights, title and interest in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.





**“Encumbrances”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2. That the Vendor hereby assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in his absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendor has an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in his sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendor will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendor or on account of any representations, warranties of the Vendor being false, or on account of any breach of obligations hereunder by the Vendor and the Vendor agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendor.
  
3. That the Vendor covenants, represents and warrants that there is no claim, right, title or interest therein by any third party and that the Vendor is lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendor has a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendor has absolute power and authority to convey the Said Land and has not been party or privy to any act, deed or thing by which the rights of the Vendor to deal with the Said Land has been affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the







Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.

4. That from this day onwards the Vendee shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendor will have no objection in any manner whatsoever as the Vendor has delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
5. That the Vendor hereby assures and declares that there are no pending suits and/or proceeding lisenence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
6. That the Vendor hereby also assures and declares that no other Person(s) has any easement or other rights in respect of the Said Land.
7. All outgoings including the land revenue and other dues if any in respect of the Said Land upto this date shall be borne and paid by the Vendor and thereafter it shall be the liability of the Vendee to pay and discharge the same.
8. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].
9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.

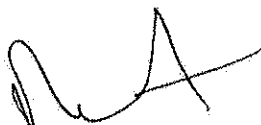




10. That hereinafter the Vendor at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendor and all persons claiming under on behalf of the Vendor do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
11. That upon execution of sale deed the Vendor has handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendor affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
12. That the land has not been notified under section 4 or 6 of the Land Acquisition Act 1894 and there is no bar on prohibition for transfer of the Said Land.
13. That the Stamp duty and registration charges has been borne and paid by the Vendee.
14. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
15. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

#### SCHEDULE I


ALL THAT Khewat No. 126, Khata No.135, Rect. No.12, Killa No. 12(4-10), 13Min(7-10), 14/1Min(0-9), 18/2Min(0-8), total measuring **12 Kanal 17 Marla Salam** situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006

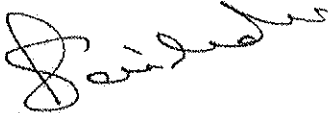




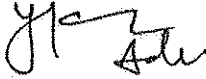
**IN WITNESS WHEREOF**, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses:

  
Drafted by C.P. Batheja Advocate, Gurgaon


  
**SIGNED AND DELIVERED** by the  
Within named **VENDOR**  
**Lakhi alias Lakhi Ram**  
through his attorney holder  
**M/s Krrish Buildtech Pvt. Ltd. through**  
its authorized signatory **Mr. Amit Katyal**

  
**SIGNED AND DELIVERED** by the  
Within named **VENDEE**  
**M/s Brahma City Pvt. Ltd.**  
through its authorized signatory  
**Mr. Shailendra Yadav**

**WITNESSES: 1**

  
Yagesh Kumar  
Adv.  
Died Court, G/a

**WITNESSES: 2**

  
रमेश चन्द्र  
भूलपूर्व उपप्रधान, नगर पालिका  
सोहना वि० गुडगांव (हरियाणा)





Sl. No. 579699

GSR / 001

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)

Branch

Code No.

Received a sum of Rs 8600700/-

(Rupees Eighty/six/Lakhs/Seven/Hundred/only)

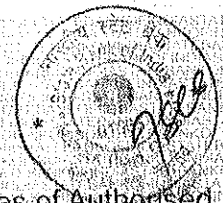
only)

from Smt. / Shri M/s Brahma City Pvt-Utd.

s/o, d/o, w/o NA

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

Date 26 SEP 2012 Place GURGAON



(Signatures of Authorised Officer)

SALE DEED

VILLAGE NAME : Kadarpur
MEASUREMENT OF LAND : 62 Kanal 11 Marla
TRANSACTION VALUE : 17,20,12,500/-
STAMP DUTY : 86,00,700/-
STAMP NO. : GSR/001 : 579699
ISSUED BY : S.B.I. M.R. Gurgaon

4496
05-10-12

THIS SALE DEED is executed at Sohna on this 574 day of October 2012 BY

Handwritten signature



प्रलेख नः 4496

दिनांक 05/10/2012

डीड संबंधी विवरण		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील सोहना	गांव/शहर Kadarpur	स्थित Kadarpur
भवन का विवरण		
भूमि का विवरण		
चाही	7 Acre 6 Kanal 11 Marla	
धन संबंधी विवरण		
राशि 172,012,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 8,600,700.00 रुपये	
स्टाम्प की राशि 8,600,700.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
	रूपये	

Drafted By: C P Batheja Adv

यह प्रलेख आज दिनांक 05/10/2012 दिन शुक्रवार समय 3:23:00PM बजे श्री/श्रीमती/कुमारी Rati Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Gabdu निवासी Kadarpur द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी  
सोहना

श्री Rati Ram thru Amit Katyal (GPA), Harbhu thru (GPA), Sattan thru (GPA), Rattan thru (GPA) **PANKAJ SETIA**  
Sub Registrar, Sohna

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru-Shailendra क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी YOgesh Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Ramesh Chand EX MC पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna ने की।

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

दिनांक 05/10/2012

उप/सयुक्त पंजीयन अधिकारी  
सोहना

**PANKAJ SETIA**  
Sub Registrar, Sohna

**(1) Sh. Rati Ram (2) Sh. Prabhu (3) Sh. Rattan Singh (4) Sh. Sattan all sons of Shri Gabdu**, All Resident of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon through their attorney holder **Sh. Amit Katyal** S/o Shri O.P. Katyal resident of 406, 4<sup>th</sup> Floor, Elegance Tower-8, Jasola District Centre New Delhi authorised signatory of M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) vide a General Power of Attorney bearing Vasika No. 118 dated 21.10.2010 registered in the office of Sub-Registrar Sohna, Distt. Gurgaon, (hereinafter collectively referred to as '**THE VENDORS**') which expression shall mean and include their legal heirs, successors, executors, nominees and assigns) of the **ONE PART**. The actual owners are alive and GPA is not cancelled till date.

#### **IN FAVOUR OF**

**M/S Brahma City Pvt. Ltd.**, a company registered under the companies Act 1956, having its registered office at 1206-B, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi through its authorized signatory **Sh. Shailendra Yadav** S/o Sh. B.S Yadav duly authorized vide a board resolution dated 25-09-2012 (hereinafter referred to as '**THE VENDEE**') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

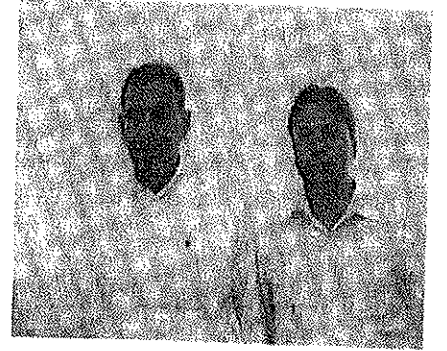
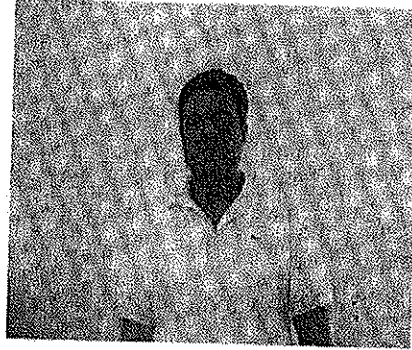
WHEREAS the Vendors herein are the absolute owners of the land bearing Khewat No. 162, Khata No.178, 179, 180, Rect. No. 1, Killa No. 14(2-0), 15/1(2-19), 16/1(4-3), 25/1(4-12), 25/2(3-8), Rect. No. 2, Killa No. 21/1(5-4), Rect. No. 12, Killa No. 3/1(2-6), 4(7-12), 5/1(4-12), 5/2(3-8), 6/1Min(4-12), total measuring 44 Kanal 16 Marla salam and Khewat No. 169, Khata No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0), total measuring 23 Kanal 13 Marla to the extent of 3/4 share which comes to 17 Kanal 15 Marla (**Total Admeasuring 62 Kanal 11 Marla**) situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned Mutation No. 2080 (hereinafter referred to as '**THE SAID LAND**') and the details of the said land provided in the **Schedule-I**.

AND WHEREAS the Said Land is the self acquired property of the Vendors and the Said Land is duly recorded in the name of the Vendors in the revenue records. A copy of the land revenue record (Khavera record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has obtained a License from the Director of Town and Country Planning Haryana for development of the Said Land as a part of plotted residential colony vide license No.64/2010 dated 21.08.2010 and the said authority vide their letter dated 18.09.2012 have



Reg. No. 4496 Reg. Year 2012-2013 Book No. 1



विक्रेता  
Amit Katyal

क्रेता

गवाह

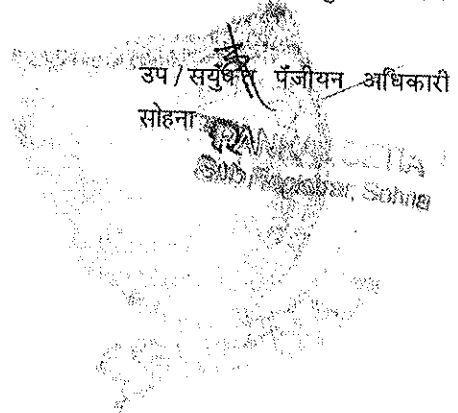
क्रेता  
Thru-Shailendra

गवाह 1:- YOGesh Adv गवाह 2:- Ramesh Chand EX MC

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,496 आज दिनांक 05/10/2012 को बही न: 1 जिल्द न: 2,072 के पृष्ठ न: 128 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 429 के पृष्ठ सख्या 65 से 66 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 05/10/2012



granted permission for transfer of the said license in favour of the Vendee herein.

AND WHEREAS the Vendors have offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendors are the absolute owners of the Said Land and that their title thereto is good, marketable and subsisting and no third party have any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendors have paid the land revenue, taxes, cess and other statutory charges with regard to the Said Land upto the date of this Deed;
- (f) That the Vendors have not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.


AND WHEREAS the Vendors have agreed to sell, transfer and assign all their rights, title and interests in the Said Land at or for a consideration of Rs. 17,20,12,500/- and the Vendee has agreed to purchase the same.

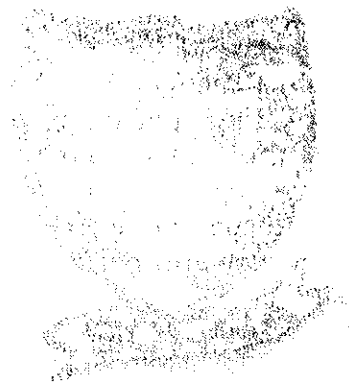
AND WHEREAS the Vendors have represented that [their Attorney] have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendors of this Deed.

AND WHEREAS the Vendors further represents that they will fulfill all legal requirements leaving behind no impediments in law or otherwise for the conveyance of the Said Land in favour of the Vendee.

**NOW THIS SALE DEED WITNESSETH as under:**

1. That in consideration of a sum of Rs. 17,20,12,500/- (Rupees Seventeen Crore Twenty Lacs Twelve Thousand Five Hundred only) already paid by the Vendee to the Vendors being the entire sale

 Page 3 of 7



consideration, the receipt whereof the Vendors do hereby admit and acknowledge, the Vendors do hereby sell, transfer, and assign all their rights, title and interest in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

**"Encumbrances"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which have the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2. That the Vendors hereby assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in their absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendors have an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in their sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendors will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendors or on account of any representations, warranties of the Vendors being false, or on account of any breach of obligations hereunder by the Vendors and the Vendors agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendors.
3. That the Vendors covenant, represent and warrant that there is no claim, right, title or interest therein by any third party and that the Vendors are lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendors have a clear legal, valid and marketable title, right and interest and





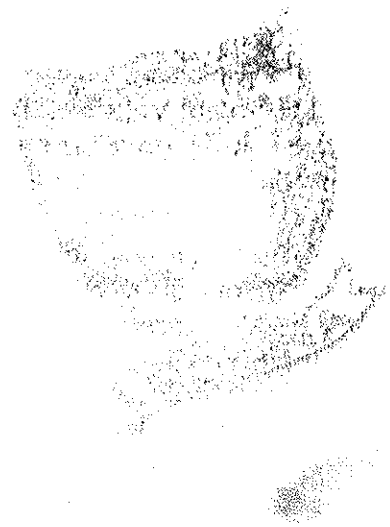
1976-1977

absolutely entitled to the Said Land and that the Vendors have absolute power and authority to convey the Said Land and havenot been party or privy to any act, deed or thing by which the rights of the Vendors to deal with the Said Land havebeen affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.

4. That from this day onwards the Vendee shall be absolute owners in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendors will have no objection in any manner whatsoever as the Vendors have delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
5. That the Vendors hereby assure and declare that there are no pending suits and/or proceeding lisenence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
6. That the Vendors hereby also assure and declare that no other person(s) have any easement or other rights in respect of the Said Land.
7. All outgoings including the land revenue and other dues if any in respect of the Said Land upto this date shall be borne and paid by the Vendors and thereafter it shall be the liability of the Vendee to pay and discharge the same.
8. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the



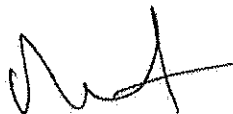




appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].

9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
10. That hereinafter the Vendors at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendors and all persons claiming under on behalf of the Vendors do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
11. That upon execution of sale deed the Vendors have handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendors affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
12. That the land has not been notified under section 4 or 6 of the Land Acquisition Act 1894 and there is no bar on prohibition for transfer of the Said Land.
13. That the Stamp duty and registration charges has been borne and paid by the Vendee.
14. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.



1948

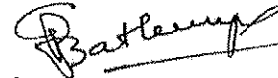
1949

1950

**SCHEDULE I**

ALL THAT Khawet No. 162, Khata No.178, 179, 180 Rect. No. 1, Killa No. 14(2-0), 15/1(2-19), 16/1(4-3), 25/1(4-12), 25/2(3-8), Rect. No. 2, Killa No. 21/1(5-4), Rect. No. 12, Killa No. 3/1(2-6), 4(7-12), 5/1(4-12), 5/2 (3-8), 6/1Min(4-12), total measuring 44 Kanal 16 Marla salam and Khewat No. 169, Khata No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0), total measuring 23 Kanal 13 Marla to the extent of 3/4 share which comes to 17 Kanal 15 Marla **(Total Admeasuring 62 Kanal 11 Marla)** situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006.

**IN WITNESS WHEREOF**, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses:

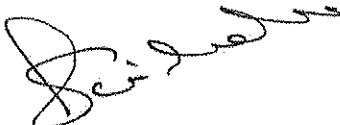


Drafted by **C.P. Batheja Advocate, Gurgaon**



**SIGNED AND DELIVERED by the  
Within named VENDORS**

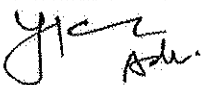
**(1) Sh. Rati Ram (2) Sh. Prabhu  
(3) Sh. Rattan Singh (4) Sh. Sattan  
through their attorney holder  
M/s Krrish Buildtech Pvt. Ltd. through  
its authorized signatory Mr. Amit Katyal**



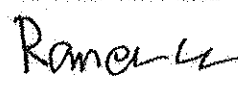
**SIGNED AND DELIVERED by the  
Within named VENDEE**

**M/s Brahma City Pvt. Ltd.  
through its authorized signatory  
Mr. Shailendra Yadav**

**WITNESSES: 1**

  
Yagesh Karmar  
Advocate  
Distt Courts, GGR

**WITNESSES: 2**

  
Ramcharan  
District Court, Gurgaon  
Page 7 of 7



1000



Sl. No. 579752  
GSR/001

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)



Branch

Code No.

Received a sum of Rs 25,71,300/-

(Rupees Twenty Five Lacs Seventy one thousand  
Three Hundred only)

from Smt. / Shri M/s Brahma City Pvt Ltd

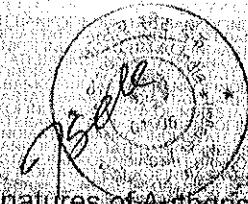
s/o, d/o, w/o NA

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

Date

7 6 SEP 2012  
GURGAON

Place



(Signatures of Authorised Officer)

110112

SALE DEED

VILLAGE NAME	:	Kadarpur
MEASUREMENT OF LAND	:	18 Kanal 14 Marla
TRANSACTION VALUE	:	Rs. 5,14,25,000/-
STAMP DUTY	:	Rs. 25,71,300/-
STAMP NO.	:	GSR/001 : 579752
ISSUED BY	:	Dt. 26.09.2012 S.B.I. M.R. Gurgaon

4495  
05-10-12

THIS SALE DEED is executed at Sohna on this 5th day of October 2012 BY

प्रलेख न: 4495

दिनांक 05/10/2012

<u>डीड संबंधी विवरण</u>		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील सोहना	गांव/शहर Kadarpur	स्थित Kadarpur
<u>भवन का विवरण</u>		
<u>भूमि का विवरण</u>		
चाही	2 Acre 2 Kanal 14 Marla	
<u>धन संबंधी विवरण</u>		
राशि 51,425,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 2,571,300.00 रुपये	
स्टाम्प की राशि 2,571,300.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रूपये		

Drafted By: CP Batheja Adv

यह प्रलेख आज दिनांक 05/10/2012 दिन शुक्रवार समय 3:20:00PM बजे श्री/श्रीमती/कुमारी Sant Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ant Ram निवासी Kadarpur द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Sant Ram thru Amit Katyal(GPA), Naresh, Mahesh, Kiran thru Sant Ram GPA Amit Katyal(COURT GUARDIAN), Hoshiyari Devi thru (GPA)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru-Shailendra क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Yogesh Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Ramesh Chand EX Mc पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna ने की।

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

दिनांक 05/10/2012

उप/सयुक्त पंजीयन अधिकारी  
सोहना  
PANKAJ SETIA  
Sub Registrar, Sohna

उप/सयुक्त पंजीयन अधिकारी  
सोहना

PANKAJ SETIA  
Sub Registrar, Sohna

(1) **Shri Sant Ram S/o Shri Wazira, 1/6 share, (2)-(i) Naresh (ii) Mahesh (iii) Krishan** minors sons of Sant Ram, **1/2 share** in equal share, through their Father/Natural Guardian Shri **Sant Ram S/o Shri Wazira** vide Petition No. 91 of 30.07.2008 decided on 15.12.2008 passed by court of Shri Raj Kumar Yadav, Guardian Judge, Gurgaon and (3) **Smt. Hoshiyari Devi W/o Shri Ant Ram, 1/6 share** All Resident of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon through their attorney holder **Mr. Amit Katyal S/o Shri O.P. Katyal** resident of 406, 4<sup>th</sup> Floor, Elegance Tower-8, Jasola District Centre New Delhi authorised signatory of M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) vide a General Power of Attorney bearing Vasika Nos. 108 dated 18.10.2010 & Vasika No. 169 dated 23.12.2010 and Vasika No. 102 dated 11.10.2010 registered in the office of Sub-Registrar Sohna, Distt. Gurgaon, (hereinafter collectively referred to as **'THE VENDORS'**) which expression shall mean and include their legal heirs, successors, executors, nominees and assigns) of the **ONE PART**. The actual owners are alive and GPA is not cancelled till date.

#### IN FAVOUR OF

**M/S Brahma City Pvt. Ltd.**, a company registered under the companies Act 1956, having its registered office at 1206-B, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi through its authorized signatory **Sh. Shailendra Yadav S/o Sh. B.S Yadav** duly authorized vide a board resolution dated 25-09-2012 (hereinafter referred to as **'THE VENDEE'**) which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendors herein are the joint owners of the land bearing Khewat No. 152, Khata No.166, Rect. No. 12, Killa No. 3/2(3-6), 7(7-12), 8(9-13), 14/2Min(1-18), total measuring 22 Kanal 9 Marla to the extent of 5/6 share which comes to **18 Kanal 14 Marla** situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 (hereinafter referred to as **THE SAID LAND'**) and the details of the said land provided in the **Schedule-I**.

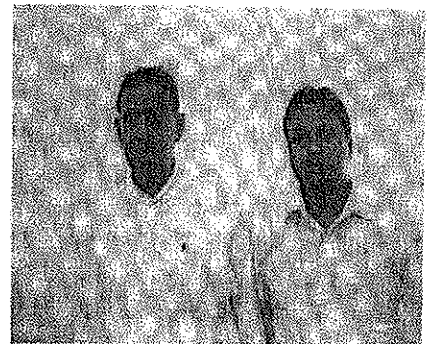
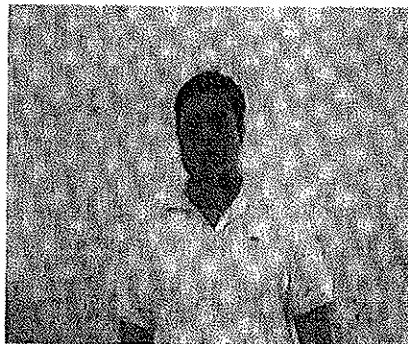
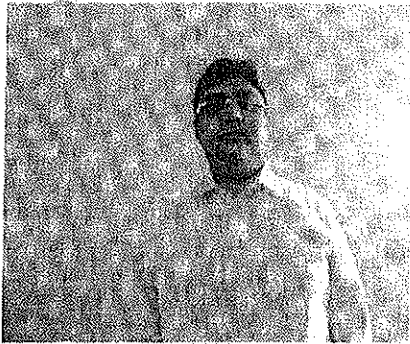
AND WHEREAS the Said Land is the self acquired property of the Vendors and the Said Land is duly recorded in the name of the Vendors in the revenue records. A copy of the land revenue record (Khavera record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has obtained a License from the Director of Town and Country Planning Haryana for development of the Said Land as a part of plotted residential colony vide license No.64/2010 dated 21.08.2010 and the said authority vide their letter dated 18.09.2012 have





Reg. No. 4495 Reg. Year 2012-2013 Book No. 1



विक्रेता  
Amit Katyal Sant Ram GPA Amit Katyal

क्रेता  
Thru-Shailendra

गवाह 1:- Yogesh Adv  गवाह 2:- Ramesh Chand EX Mc Ramesh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,495 आज दिनांक 05/10/2012 को बही नः 1 जिल्द नः 2,072 के पृष्ठ नः 128 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 429 के पृष्ठ सख्या 63 से 64 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुला मेरे सामने किये है।

दिनांक 05/10/2012

उप/सयुक्त पंजीयन अधिकारी  
सोहना   
Sd/- Registrar, Sohna

granted permission for transfer of the said license in favour of the Vendee herein.

AND WHEREAS the Vendors have offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendors are the absolute owners of the Said Land and that their title thereto is good, marketable and subsisting and no third party have any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendors have paid the land revenue, taxes, cess and other statutory charges with regard to the Said Land upto the date of this Deed;
- (f) That the Vendors have not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.

AND WHEREAS the Vendors have agreed to sell, transfer and assign all their rights, title and interests in the Said Land at or for a consideration of Rs. 5,14,25,000/- and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendors have represented that [their Attorney] have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendors of this Deed.

AND WHEREAS the Vendors further represents that they will fulfill all legal requirements leaving behind no impediments in law or otherwise for the conveyance of the Said Land in favour of the Vendee.

**NOW THIS SALE DEED WITNESSETH as under:**

1. That in consideration of a sum of Rs.5,14,25,000/-(Rupees Five Crore Fourteen Lacs Twenty Five Thousand only) already paid by the Vendee to the Vendors being the entire sale consideration, the





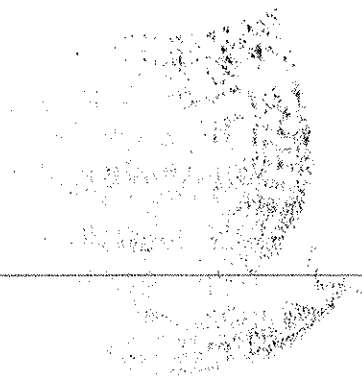
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receipt whereof the Vendors do hereby admit and acknowledge, the Vendors do hereby sell, transfer, and assign all their rights, title and interest in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

**"Encumbrances"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which have the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2. That the Vendors hereby assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in their absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendors have an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in their sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendors will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendors or on account of any representations, warranties of the Vendors being false, or on account of any breach of obligations hereunder by the Vendors and the Vendors agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendors.
3. That the Vendors covenant, represent and warrant that there is no claim, right, title or interest therein by any third party and that the Vendors are lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendors have a clear legal, valid and marketable title, right and interest and

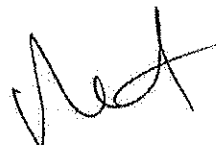


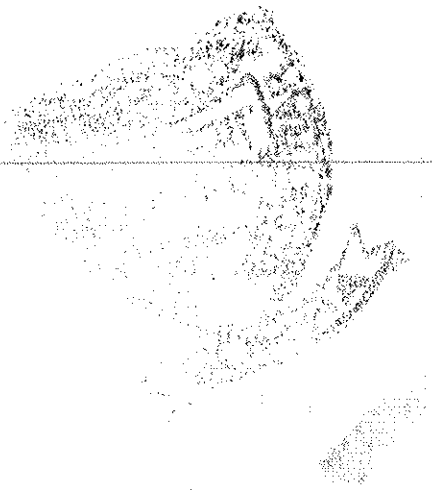


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absolutely entitled to the Said Land and that the Vendors have absolute power and authority to convey the Said Land and havenot been party or privy to any act, deed or thing by which the rights of the Vendors to deal with the Said Land havebeen affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.

4. That from this day onwards the Vendee shall be absolute owners in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendors will have no objection in any manner whatsoever as the Vendors have delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
5. That the Vendors hereby assure and declare that there are no pending suits and/or proceeding lispence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
6. That the Vendors hereby also assure and declare that no other person(s) have any easement or other rights in respect of the Said Land.
7. All outgoings including the land revenue and other dues if any in respect of the Said Land upto this date shall be borne and paid by the Vendors and thereafter it shall be the liability of the Vendee to pay and discharge the same.
8. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the



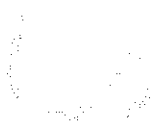
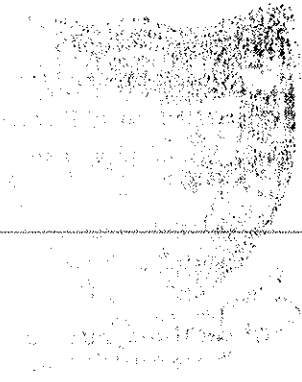


appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].

9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
10. That hereinafter the Vendors at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendors and all persons claiming under on behalf of Vendors do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
11. That upon execution of sale deed the Vendors have handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendors affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
12. That the land has not been notified under section 4 or 6 of the Land Acquisition Act 1894 and there is no bar on prohibition for transfer of the Said Land.
- ~~13. That the Stamp duty and registration charges has been borne and paid by the Vendee.~~
14. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
15. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.







**SCHEDULE I**

ALL THAT Khewat No. 152, Khata No.166, Rect. No. 12, Killa No. 3/2(3-6), 7(7-12), 8(9-13), 14/2Min(1-18), total measuring 22 Kanal 9 Marla to the extent of 5/6 share which comes to **18 Kanal 14 Marla** situated within the revenue estate of Village Kadarapur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006.

**Payment Schedule of Minors**

Cheque/ DD No.	Date	Amount	Drawn on	in Favour of
198897	19.10.2010	1,13,03,500/-	City Bank, N.A. Delhi	Naresh
883068	22.10.2010	49,00,000/-	--do--	Mahesh
883639	23.10.2010	30,00,000/-	--do--	--do--
198911	25.10.2010	34,02,500/-	--do--	--do--
012660	12.11.2010	50,00,000/-	Allahbad Bank, International Branch New Delhi	Krishan
250384	12.11.2010	22,45,833/-	HDFC Bank, New Delhi	Krishan
250384	16.11.2010	40,56,667/-	--do--	Krishan

**IN WITNESS WHEREOF**, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses:

*C.P. Batheja*  
**Drafted by C.P. Batheja Advocate, Gurgaon**

**SIGNED AND DELIVERED** by the  
Within named VENDORS

(1) Shri Sant Ram (2) Naresh-Mahesh-  
Krishan (minors) through their Father/  
Guardian Shri Sant Ram (3) Smt. Hoshiyari Devi  
through their attorney holder  
M/s Krrish Buildtech Pvt. Ltd. through  
its authorized signatory Mr. Amit Katyal

*Shailendra Yadav*  
**SIGNED AND DELIVERED** by the  
Within named VENDEE

M/s Brahma City Pvt. Ltd.  
through its authorized signatory  
Mr. Shailendra Yadav

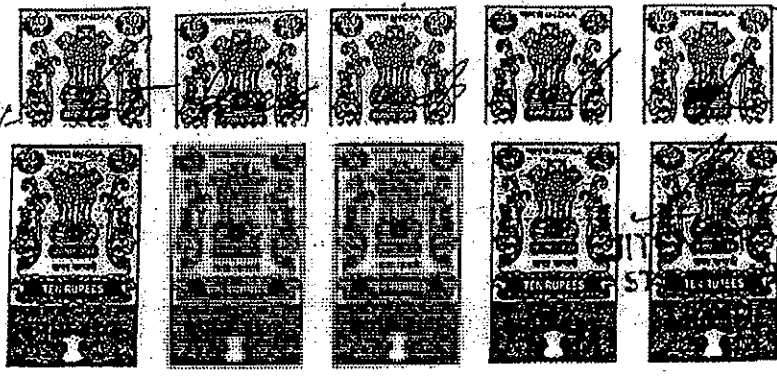
**WITNESSES: 1**

*YK*  
Adv:  
Yagesh Kumar  
Adv.  
Distt Court, Gurgaon

**WITNESSES: 2**

*Ramellu*  
Page 7 of 7





**AGREEMENT**

This Agreement is executed at Gurgaon, Haryana on this 2<sup>nd</sup> day of APRIL, 2010.

**BETWEEN**

M/s. Arnab Buildwell (P) Ltd. registered under the provisions of the Companies Act, 1956, having its registered office at 1497, Bhardwaj Bhawan, Wazir Nagar, Kotla Mubarkpur, New Delhi and acting through its authorized signatory, Shri [redacted] hereinafter referred to as "the Party of the First Part" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the FIRST PART

**AND**

M/s. Krnsh Buildtech Pvt. Ltd., a company registered under the provisions of the companies Act, 1956, having its registered office at, 406, Elegance Tower, 4<sup>th</sup> Floor, Jasola, New Delhi and acting through its authorized signatory, Shri Amit Katyal, duly

*10-1/10*

authorized by a board resolution dated 26-04-2010 ), hereinafter referred to as the "The Party of the Second Part" (which expression shall, unless repugnant to the context or meaning thereof , be deemed to mean and include it's legal representatives, nominees, successors and assigns of the SECOND PART"

WHEREAS the party of the first part had entered into a Collaboration Agreement with hereinafter referred to as "the Land Owners" List Enclosed in Annexure- A alongwith Land Schedule the same was referred to as the said Land in the said Collaboration Agreement.

WHEREAS the Second Party builder has a first right to purchase share of Owner First Party before sale in the open market or other person First Party / Owner shall have no objection to sale there share to Builder/Second Party.

AND WHEREAS as per the terms of the said Collaboration Agreement the Party of the First Part is to develop the said Land into a residential / group housing or any other development as may be permissible under law and the Land Owners are entitled to allotment of developed p plotted area equivalent to 200 sq. yards per acre of the said Land as referred to in the said collaboration Agreement.

AND WHEREAS the Party of the Second Part has approached the Party of the First Part and requested that the Party of the First Part may assign the development rights under the said Collaboration Agreement in favour of the Party of the Second Part.

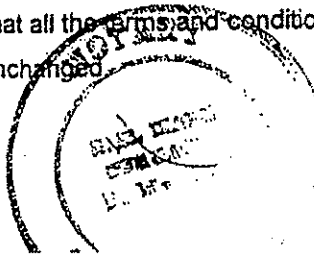
AND WHEREAS the Party of the First Part has agreed to the request of the Party of the Second Part to assign rights with respect to said Collaboration Agreement in Favour of the Party of the Second Part and the parties have agreed to record the terms and condition as stated herein below:

**NOW THIS AGREEMENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**



*10.5.20*

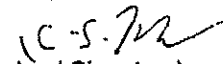
1. That on the request of the Party of the Second Part, the Party of the First Part hereby assigns all its rights and obligations in respect of the said Collaboration Agreement with respect to the said Land as referred to in the said Collaboration Agreement in favour of the Party of the Second Part.
2. Its is specifically agreed between the parties that the Party of the Second Part has stepped into the shoes of the Party of the First part in respect of the said Collaboration Agreement and that the Party of the Second Part shall perform all the obligations of the Party of the First Part as stipulated in the said Collaboration Agreement, including the allotment of the developed plotted area in favour of the Land Owners.
3. That the Party of the Second Part hereby confirms it has clearly read and understood all the terms and conditions of the said Collaboration Agreement and undertakes that it shall be bound by all the terms and conditions of the said Collaboration Agreement and further undertakes to perform all acts, deeds and things as may be required to be performed by it as per the terms of the said Collaboration Agreement with respect to the said Land. The Party of the Second Part has signed a copy of the said Collaboration Agreement in token of acceptance of its terms and conditions thereof.
4. In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement, the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Party of the ~~Second~~ Part *Advt* whose decision shall be binding on both the parties. The arbitration proceedings shall be carried on in accordance with the provisions of the amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.  
The Courts at Gurgaon and Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.
5. That all the terms and condition of the said Collaboration Agreement shall remain unchanged.



*10-5-20*

6. Two copies of this Agreement have been executed in Original and both the parties shall retain one copy each.

M/s. Amav Buildwell (P) Ltd  
The Party of the First Part  
Through its

  
(Authorised Signatory)


Krrish Buildtech Pvt. Ltd.  
The Party of the Second Part  
Through its

  
(Authorised Signatory)

Witnesses

- 1.
- 2.



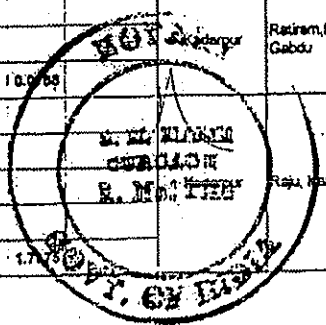
  
ADVOCATE & NOTARY  
Smt. Gurjeet Kaur (M.F.A.)

ANNEXURE - A

M/S ARNAV BUILDWELL PVT. LTD.

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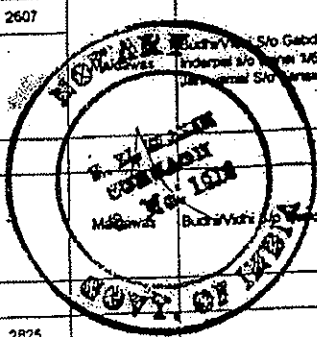
Sr. No.	Khasat No.	Muatli No.	Kills No.	Area		Share	Area		Acre	Motation No.	Village	Name of Owner	Name of Collaborator Company
				Kanal	Marta		Kanal	Marta					
1	45	21	1/2	1	7	1					Nagli Umarpur	Ranjit S/o Leetu	M/s Arnav Buildwell Pvt. Ltd.
			9/2	2	2								
			12	2	2								
			TOTAL	5	11		5	11	0.89				
2	36	3	8	0	6/7		6	17	0.85	1806	Ullahwas	Shriya, Shrichand, Duli Chand, Sahaz Ram, Jaiopal, Medan Pal, S/o Banki 6/7 Share	M/s Arnav Buildwell Pvt. Ltd.
			TOTAL	8	0		7	10	0.937				
3	21	25	6	8	1						Ullahwas	Ram Singh S/o Kundan	M/s Arnav Buildwell Pvt. Ltd.
	31	1	0	15									
	32	5	1	1									
			TOTAL	8	4		8	4	1.023				
			14	2	0								
			15/1	2	19								
			16/1	4	3								
			25/1	4	12								
			15/2	3	8								
			25/2	3	8								
182			21/1	5	4	1					Kadarpur	Ratiram, Prabhu, Satan, Ratan Singh S/o Gabdu	M/s Arnav Buildwell Pvt. Ltd.
			3/1	2	6								
			4	7	12								
			5/1	4	12								
			5/2	3	8								
			6/1	6	9								
			TOTAL	50	1		60	1	6.3				
5	166	1	24/1	4	14	6/7	4	1		2080	Kadarpur	Ratiram, Prabhu, Satan, Ratan Singh S/o Gabdu	M/s Arnav Buildwell Pvt. Ltd.
			TOTAL	4	14		4	1	0.5063				
	167/166		20/1/2	1	7	1/4	0	7		2090	Kadarpur	Ratiram, Prabhu, Satan, Ratan Singh S/o Gabdu 1/4	M/s Arnav Buildwell Pvt. Ltd.
	167/166		20/1/2	1	7	1/4	0	7					
	167/167		20/5	0	6		0	2		2247		Sitaram S/o Muralidhar 1/2	
			TOTAL	1	16		0	16	0.1				
			15/2	5	19								
			10	5	1								
			20/1/1	4	13	1					Kadarpur	Sitaram S/o Muralidhar 1/4 Share Ratiram, Prabhu, Satan, Ratan Singh S/o Gabdu 3/4 Sitaram S/o Muralidhar 1/4	M/s Arnav Buildwell Pvt. Ltd.
			11	8	0								
			TOTAL	23	13		23	13	2.9663				
	169	2	12	8	11	1/4	2	3	0.2688		Kadarpur	Sitaram S/o Muralidhar 1/4 Share	
8	163	1	24/2	4	13	86/93	4	6			Kadarpur	Ratiram, Prabhu, Satan, Ratan Singh S/o Gabdu	M/s Arnav Buildwell Pvt. Ltd.
			TOTAL	4	13		4	6	0.5375				
			20/2	0	4	1/7							
			20/4	1	0								
			TOTAL	1	4		0	3	0.0058				
	115	11	3/2/2	2	0								
			3/1	0	16								
			4/1	3	2								
			2	23	8								
			TOTAL	15	18		13	18	1.7				





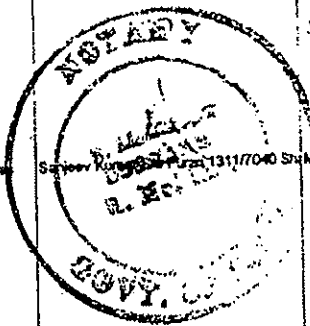
M/S ARNAV BUILDWELL PVT. LTD.

Sl. No.	Kharid No.	Muziti No.	Killa No.	Area		Share	Area		Acres	MotaBon No.	Village	Name of Owner	Name of Collaborator Company	
				Kanal	Marla		Kanal	Marla						
11	240	11	2	25	4	3/4			2322,2332,2354	Kadarpur	Raju, Kanwar Singh S/o Singh Ram Mani	M/s Arnav Buildwell Pvt. Ltd.		
			3	21	0		5							
			4/3	4	0									
			5	5	0									
TOTAL			17	2		12	16	1.6						
12	152	12	3/2	3	6	5/6			22	16	2.9	Kadarpur	Santram S/o Wazira 1/6 Share Narish, Mahesh S/o Santram 1/2 Share Smt. Hoshyari 1/6 Share	M/s Arnav Buildwell Pvt. Ltd.
			7	7	12									
			8	9	13									
			14/2	5	16									
TOTAL			27	7										
13	160	12	17min	3	12	1			8	12	0.825	Kadarpur	Yaadram, Adarasingh S/o Shobheram 1/2 Share Veersingh, Bhachan Singh S/o Shobha Ram	M/s Arnav Buildwell Pvt. Ltd.
			18/1	3	0									
			TOTAL		6		12							
14	126	12	12	4	0	1			17	18	2.2375	Kadarpur	Lakhi S/o Shiv Narayan	M/s Arnav Buildwell Pvt. Ltd.
			13	8	0									
			14/1	0	16									
			18/2	4	12									
			TOTAL		17		18							
15	121	2	18	8	0	320/874			16	0	2.0	Kadarpur	Prakashchand Rampal, Sripal, Jaipal S/o Surajpal	M/s Arnav Buildwell Pvt. Ltd.
			19	8	0									
			13 min	4	0									
			21/2	2	16									
			22	8	0									
		1/1	2	13										
		9/1min	2	5										
TOTAL		43	14											
16	369	23	1	6	17	1			11	13	1.5	Maldewas	Tejpal, Dal Chand, Chamanal, Harlal, Sabir, Suro Rampal	M/s Arnav Buildwell Pvt. Ltd.
			10	4	16									
Total			11	13										
17	99/113	26	9	6	0	1			4	16	0.5	Maldewas	Ruchi Vats S/o Gobind 1/2 Share Indarpal S/o Singh 1/60 Share Jai Prakash S/o Manoj 1/10 Share	M/s Arnav Buildwell Pvt. Ltd.
			10	8	0									
			11	8	0									
			12	2	0									
Total			34	6										
18	267	26	1	8	0	1			14	0	1.75	Maldewas	Ruchi Vats S/o Gobind	M/s Arnav Buildwell Pvt. Ltd.
			2 Min	4	0									
			3 Min	2	0									
Total			14	6										
19	426	26	20/1	1	12	1			5	5	0.6563	Maldewas	Geeta Tyagi w/o Rameshwar Tyagi	M/s Arnav Buildwell Pvt. Ltd.
			21/1	0	3									
		27	16/1	3	0									
			25/2/2	0	10									
Total			8	8										
20	426	26	20/2/2	2	3	1			2	13	0.3313	Maldewas	Jehriyama S/o Barisi	M/s Arnav Buildwell Pvt. Ltd.
			21/2	0	10									
			Total		2		13							

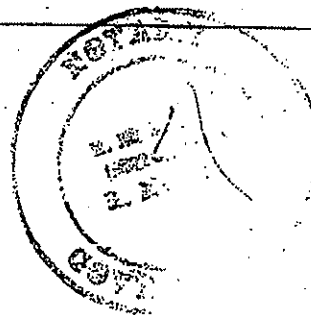


M/S ARNAV BUILDWELL PVT. LTD.

Khasra No.	Mussli No.	Killa No.	Area		Share	Area		Acre	Motation No.	Village	Name of Owner	Name of Collaborator Company
			Kanal	Mara		Kanal	Mara					
21	19	23	3	5	0	1			2875	Maidawas	Harichand, Harikushen S/o Kehr 5/7 Share Ravinder, Brahmopal Equa Share 15/56 Share Smt. Bhvramati D/o Hariken S/o Kehr 1/66 Share	M/s Arnav Buildwell Pvt. Ltd.
			4	5	0							
			5/1	4	16							
			6/2	3	1							
			7	5	12							
			8	7	15							
			13	0	8							
			14	0	2							
			15	1	8							
			Min									
Total			39	2		39	2	4.8875				
22	359	7	6	21/1	4	636/876			2826	Maidawas	Ramopal S/o Gabdu 54/876 Share Tejpal, Dalchand, Selbir, Chhmaniel, Har... S/o Rampal 95/876 Share	M/s Arnav Buildwell Pvt. Ltd.
			14/2/2	0	16							
			17	3	0							
			18/1	1	14							
			22/2	3	16							
			23	8	0							
			24	8	0							
			25	8	0							
TOTAL			43	16		31	16	3.975				
23	325	27	3	8	0	640/1167			2864	Maidawas	Buchi S/o Gabdu 480/1167 Share Lakhi S/o Parsadi 160/1167 Share Dharambir, Rajbir, Jogbir S/o Buche 201/1167 Krushal Ram S/o Harvanah 71/1167 Share Sahb Singh S/o Ram Saroop 24/1167 Share Kuldeep S/o Ajit 142/1167 Share Anil Kumar S/o Ram Chandor 71/1167 Share	M/s Arnav Buildwell Pvt. Ltd.
			4	8	0							
			5/1	2	6							
			6/3	2	6							
			7	8	0							
			8/1	7	12							
			13/2	7	16							
			14	8	0							
			15/3	6	7							
			Min									
Total			58	7		32	0	4				
24	360	24	8	1	3	1				Maidawas	Sriya, Shrichand, Dulchand, Sahyan, Jaypal, Madan Pal S/o Bansu Equa Share	M/s Arnav Buildwell Pvt. Ltd.
			13	7	19							
			Min									
			14/1	4	3							
Total			13	2		13	2	1.4375				
25	365	24	22	16/1	6	1311/704				Maidawas	Sahjeev Kumar S/o... 1311/704 Share	M/s Arnav Buildwell Pvt. Ltd.
			16/1	7	16							
			16/2	0	4							
			17/1	0	4							
			17/2	7	16							
			18/1	2	4							
			18/2	5	16							
			19/2	6	0							
			20/1	5	4							
			20/2	2	16							
Min												
Total			44	8		8	4	1.025				
25	775	24	19/1	2	0					Maidawas	Satish Kumar S/o Tul Ram 17/80 Share	M/s Arnav Buildwell Pvt. Ltd.
			Total	2	0							
380	23	24	8			33/320				Maidawas	Ranu Sharma D/o Ums Sharma W/o R. P. Sharma	M/s Arnav Buildwell Pvt. Ltd.
			Total	2	0							

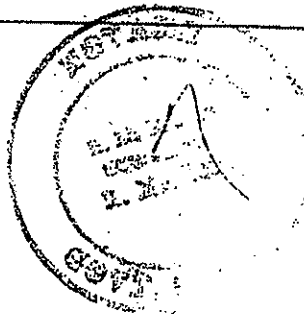


Plot No.	Muss No.	Killa No.	Area		Share	Area		Acre	Mutation No.	Village	Name of Owner	Name of Collaborator Company	
			Kanal	Marks		Kanal	Marks						
306	23	23	8	0		0	16	0.1	2022	Maidwas	Ranu Sharma D/o Uma Sharma W/o R. P. Sharma	M/S Aarnav Bulkwell Pvt. Ltd.	
97	21	16	8	14	1					Ullahwas	Bhāna Ram, Khushi Ram, Tek Ram sons of Badli Gokul	M/S Aarnav Bulkwell Pvt. Ltd.	
		12 min	7	10									
		13 min	4	0									
		19	3	2									
		20	3	0									
		21	7	11									
		22	3	7									
Total			46	4		45	4	8.68					
GRAND TOTAL										48.77 ACRES			

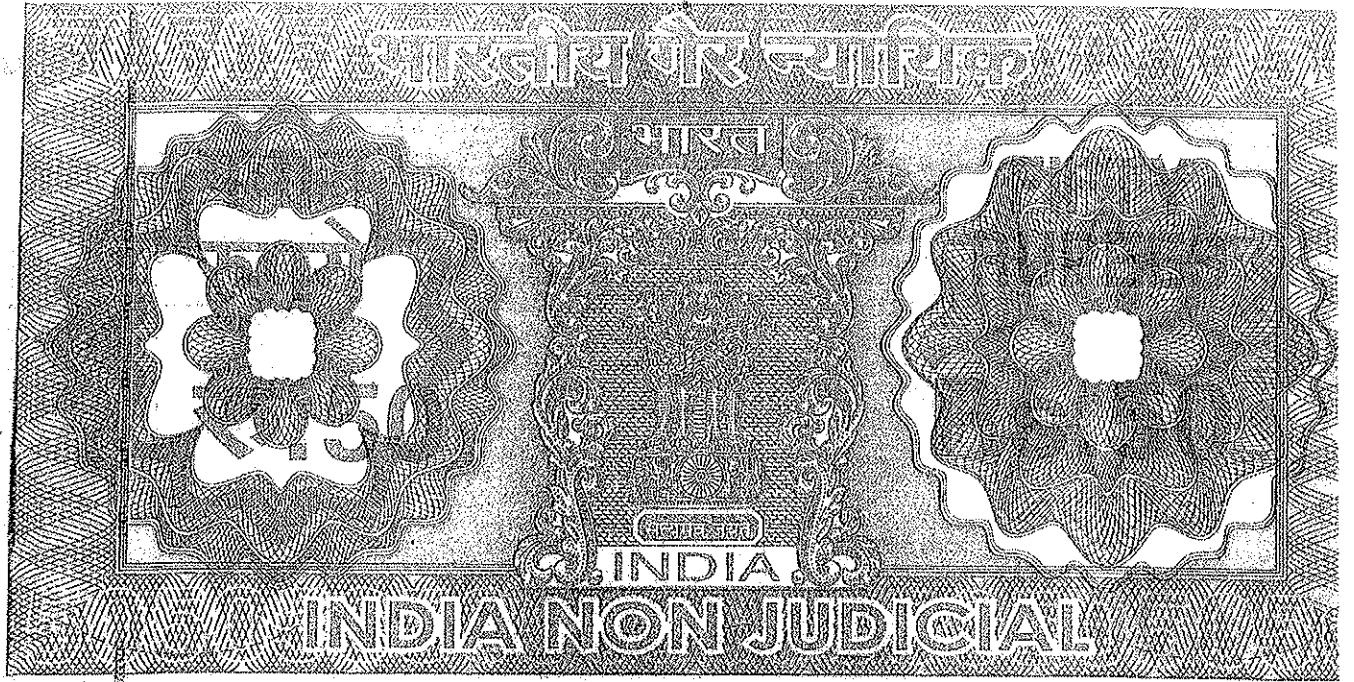


ATTENDED BY  
 ADVOCATE  
 21/5/2020

Khasra No.	Mushri No.	Killa No.	Area		Share	Area		Acre	Mutation No.	Village	Name of Owner	Name of Collaborator Company	
			Kanal	Mara		Kanal	Mara						
27	366	23	8	0		0	16	0.1	2922	Maidwas	Ranu Sharma D/o Uma Sharma W/o R. P. Sharma	M/S Aarnav Buildwell Pvt. Ltd.	
92	21	16	6	14						Ullahwas	Bhaha Ram, Koush Ram, Tek Ram sons of Badle Singh Gokal	M/S Aarnav Buildwell Pvt. Ltd.	
		12 min	7	10									
		13 min	4	0									
		19	8	2									
		20	8	0									
		21	7	11									
		22	3	7									
		<b>Total</b>	<b>46</b>	<b>4</b>		<b>46</b>	<b>4</b>	<b>5.85</b>					
<b>GRAND TOTAL</b>						<b>48.77 ACRES</b>							



ATTENDED BY  
  
 ADVOCATE  
 4/5/2020  
 Sd/- GURPREET SINGH



हरियाणा HARYANA

C 36445

इकरारनामा (कोलोब्रशेन)

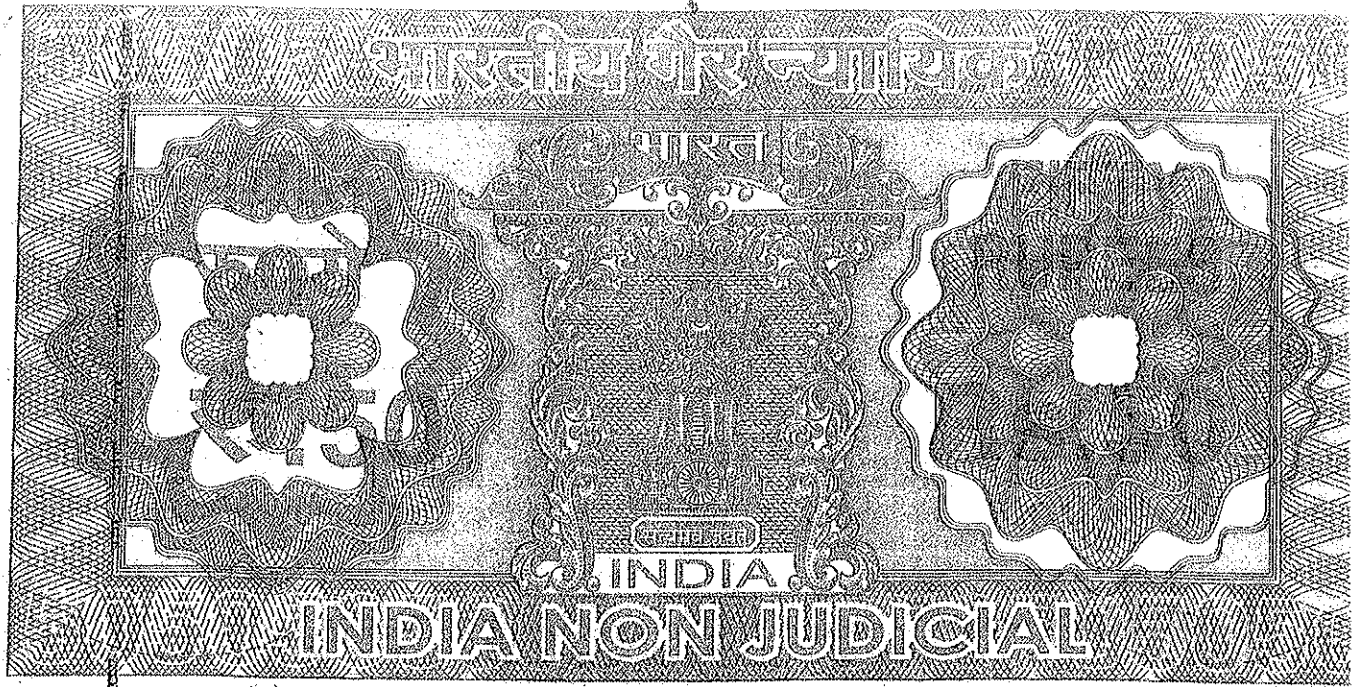
यह कोलोब्रशेन इकरारनामा आज दिनांक 31/3/89..... स्थान उल्लावाल पर निम्न पक्षों के बीच तकमील हुआ।

मनकि रमेश पुत्र लेखा उर्फ लेखराम पुत्र दुल्ला निवासी गांव उल्लावास, तह0 सोहना, जिला गुडगांवा, हरियाणा का स्थाई निवासी हूँ। (जिन्हें इस इकरारनामा में मालिक शब्द से सम्बोधित किया गया)।

एवं

मैसर्स आरनव बिल्डवेल प्राईवेट लिमिटेड, जो कि कम्पनी अधिनियम 1956 के अन्तर्गत पंजीकृत है। जिसका कार्यालय भारदवाज भवन कोटला नई दिल्ली मार्फत अधिकृत हस्ताक्षरकर्ता विककी जिन्हें प्रस्ताव दिनांक 2/4/89.....द्वारा उपरोक्त कम्पनी के बोर्ड ऑफ डायरेक्टर ने मौजूदा इकरारनामा इकठ्ठे/अलग-अलग तहरीर कराने का अखत्यार दिया है दूसरा पक्ष (जिसको आगे चलकर विकासकर्ता कहा गया है)।

इस इकरारनामों में जहां कि शब्द प्रथम पक्ष व द्वितीय पक्ष प्रयोग किया गया है में दोनो पक्ष स्वयं व उनके वारिस, उत्तराधिकारीगण, कानूनी प्रतिनिधि व हस्तांतरीगण शामिल होंगे



हरियाणा HARYANA

C 364452

जो कि प्रथम पक्ष अराजी खेवट/खाता न० 152/140, खतौनी न० 166, मु० न० 12, किला न० 3/2(3-6), 7(7-12), 8(9-13), 14/2(6-16) किता 4 रकबा 27 कनाल 7 मरला का 1/6 भाग बकदर 4 कनाल 11 मरला स्थित ग्राम कादरपुर, तहसील सोहना, जिला गुडगांव, हरियाणा बरूवे फर्द जमाबन्दी साल 2005-2006 से मालिक उपरोक्त अराजी के कानूनन वा विधिक से मालिक उपरोक्त अराजी के कानूनन वा विधिक मालिक व काबिज हैं। यह इकरारनामा प्रथम पक्ष ने द्वितीय पक्ष/विकासकर्ता के हक में किया है। इस इकरारनामा में मालिक को इकट्ठा प्रथम पक्ष कहकर सम्बोधित किया गया है।

उक्त भूमि का सही विवरण साथ संलग्नक है। जो कि प्रथम पक्ष घोषित करता है कि यह अराजी हर तरीके से पाक व साफ है व देनदारी से मुक्त है। इस पर किसी के साथ इकरारनामा बय या कोई अन्य अनुबन्ध आदि नहीं किया गया है, और इस बाबत कोई मुकदमा भी विचाराधीन नहीं है।

जो कि मालिक अराजी व विकासकर्ता के आपस में भली प्रकार व खूब सलाह मशवरा करके दोनों के फायदे व सहूलियत को ध्यान में रखते हुए उपरोक्त आराजी को विकसित करने का मन बना लिया है जिसमें दोनों पक्षों की भलाई है।

यह कि द्वितीय पक्ष एक विकासकर्ता है तथा उसने कई प्रोजेक्ट्स विकसित किए हैं और उसे इस कार्य का अनुभव है इसलिए प्रथम पक्ष ने अपनी अराजी को विकसित करने की बाबत द्वितीय पक्ष से कार्य का अनुभव है इसलिए प्रथम पक्ष ने अपनी रजामन्दी दे दी है। उपरोक्त रकबा संयुक्त हिन्दू खानदान (हिन्दू अविभाजित परिवार) का रकबा ना है और ना

ही किसी नाबालिग का इसमें कोई हक है अगर कोई नाबालिग पक्ष है तो उस रिश्ति में उस नाबालिग का अभिवावक कोर्ट द्वारा अभिवावक नियुक्त होने की परमिशन विकासकर्ता को देगा ।

जो दोनों पक्ष ठीक होश हवास में होते हुए अपनी गर्जी व खुशी से बिना किसी दबाव के बिना किसी बहकाव के यह इकरारनामा कोलोब्रशैन करते हैं जिसकी शर्तें निम्नलिखित हैं:—

1. यह कि मौजूदा इकरारनामा (कोलोब्रशैन) की तारीख के विकासकर्ता को कब्जा देने तक उपरोक्त भूमि देय तमाम टैक्स, मालगुजारी या अन्य कोई भी देनदारी का जिम्मेदार प्रथम पक्ष रहेगा । भूमि का कब्जा विकासकर्ता को देने के बाद उपरोक्त भूमि पर देय तमाम टैक्स, मालगुजारी या अन्य कोई देनदारी विकासकर्ता खुद अदा करेगा ।
2. यह कि प्रथम पक्ष/मालिक अराजी ने विकासकर्ता को यह विश्वास दिलाया है व घोषणा की है कि उपरोक्त भूमि पर कोई किसी प्रकार का विवाद नहीं है और उपरोक्त अराजी हर प्रकार के कानूनी झगड़ों, भार, रहन, पट्टा, किरायेदार, हिब्बा, कुर्की, स्टे, आर्डर, अनाधिकृत कब्जे आदि से मुक्त है । प्रथम पक्ष/मालिक अराजी यह घोषणा करते हैं कि वह उपरोक्त भूमि को इस इकरारनामों के पूरी तरह लागू होने तक हमें इस प्रकार के भार एवं कानूनी रूप से मुक्त रखेगा । यह इकरारनामा प्रथम पक्ष/मालिक अराज द्वारा की गयी घोषणाओं व शपथ के आधार पर किया गया है कि वे उपरोक्त भूमि को इस इकरारनामों के पूर्णतः लागू होने तक इसे हर प्रकार के भार एवं कानूनी रूप से मुक्त रखेगा विकासकर्ता ने यह इकरारनामा प्रथम पक्ष/मालिक अराजी द्वारा की गयी घोषणाओं और शपथ के आधार पर किया है ।
3. यह कि इस इकरारनामों के मसौदे व मालिक अराजी द्वारा की गयी घोषणाओं में कोई कमी रहती है या मिलकियत (गुड आईटिल) में कोई कमी रहती है या कोई इस जमीन पर दावा करता है चाहे करों, बकाया राशियों का ऋण भुगतान का या अन्य किसी विवाद से सम्बन्धित हो, इस प्रकार की किसी कानूनी कमी नुकस या अडचन के कारण प्रथम पक्ष/मालिक अराजी जिम्मेदार होंगे एवं इस कारण से विकासकर्ता को कोई भी हानि, नुकसान व खर्च वहन करना पड़ता है तो मालिक अराजी सम्पूर्ण हानि विकासकर्ता को करने का पाबंद रहेगा । मालिक अराजी यह शपथकर्ता घोषण करते हैं कि वह विकासकर्ता या इच्छित सम्बन्धित को हर प्रकार के दावों नुकसान गंंग हानि लागत व अन्य खर्चों से सुरक्षित रखेगा जो किसी भी कारण से हो सकता है ।
4. यह कि मालिक अराजी के खिलाफ किसी प्रकार के दावों भांग या कर सम्बन्धित न्यायालय द्वारा किसी प्रकार की कोई राशि देय है या भविष्य में होती है तो इकरारनामों की शर्तें हैं कि कार्य रोक नहीं जाएगा और ना देरी की जावेगी । यह भी सहमति की गयी है कि इस प्रकार के दवे देनदारी, कानूनी

झगड़ें या न्यायालय के आदेश की पूर्ति से सम्बन्धित खर्च मालिक अराजी के हिस्से या उसे दिये जाने वाले भुगतान में से काट ली जाएगी ।

5. यह कि विकासकर्ता उपरोक्त अराजी पर अपने खर्च, लागत और संसाधनों से सम्बन्धित विभागों से समूचित में लाइसेंस मंजूरी और परमीशन लेने के बाद एक आवासीय कालोनी (जिसे आगे प्रोजेक्ट कहा गया है) का निर्माण करेगा । प्रथम पक्ष/मालिक अराजी यह सभी शर्तों पर सहमत हैं और विकासकर्ता को सभी अधिकार हस्तांतरित करता है जो कि उपरोक्त अराजी पर एक प्रोजेक्ट का निर्माण व उसको पूरा करने के लिए सम्बन्धित विभाग से मंजूरी लेने, समूचित लाइसेंस लेने के लिए जरूरी हैं । सभी प्रकार के खर्च जो कि लाइसेंस लेने के लिए जरूरी हैं सम्बन्धित विभाग से मंजूरी लेने के लिए व्यय होंगे, वे सभी विकासकर्ता वहन करेगा । परंतु यह स्पष्ट किया कि प्रथम पक्ष/मालिक अराजी व उत्तराधिकारीगण का प्रोजेक्ट पर कोई मिलकियत एवं अधिकार नहीं रहेगा ।
6. यह कि मालिक अराजी विकासकर्ता को इस कोलोब्रशैन एग्रीमेन्ट के हस्ताक्षर होने के साथ ही अपनी अराजी का कब्जा प्रदान करेगा ताकि विकासकर्ता अराजी को रिलीज कराने हेतु कार्यवाही कर सकें । साथ ही साथ वह उसे सर्वे, फेन्सींग व अन्य लाइसेंस सम्बन्धि कार्यवहियों को बिना किसी रुकावट के करने में हर-सम्भव करेगा ।
7. यह कि विकासकर्ता अपने खर्च से अराजी पर प्रोजेक्ट को विकसित करेगा उपरोक्त विकास कार्य सम्बन्धित विभागों से प्राप्त स्वीकृत व दिशा-निर्देशों के अनुसार किया जाएगा ।
8. यह कि विकासकर्ता प्रथम पक्ष को 1100 वर्ग गज एकड़ की दर से विकसित आवासीय प्लॉट देगा । बकाया रकबा विकासकर्ता का माना जाएगा तथा विकासकर्ता प्रथम पक्ष को 1100 वर्ग गज के विकसित आवासीय प्लॉट अपने प्रोजेक्ट में कहीं पर भी दे सकता है । जिसके लिए प्रथम पक्ष रजामन्द है । उपरोक्त 1100 वर्ग गज प्रति एकड़ की दर से दिए गए विकसित प्रथम गज के विकसित आवासीय प्लॉट प्रथम पक्ष अपने बीच बांटने का खुद जिम्मेवार होगा । उपरोक्त अराजी के उक्त दर्ज मालिकान, पट्टेदारान व दोहलीदारान स्वयं इस बात का इन्कार करेंगे कि किसको कितने रकबे की आवासीय प्लॉट आवंटित किए जाने हैं । अगर प्रथम पक्ष के बीच कोई मतभेद बाबत प्लॉट उत्पन्न होता है तो इस सूरत में द्वितीय पक्ष अपने प्रोजेक्ट में 1100 वर्ग गज प्रति एकड़ की दर से आवासीय प्लॉट अलग छोड़ देगा । जिसका विभाजन प्रथम पक्ष आपसी रजामन्दी या अदालत के फैसले से कराएगा । इस सूरत में मालिकान, पट्टेदारान व दोहलीदारान को विकासकर्ता द्वारा प्रोजेक्ट विकसित करने से रोकने का कोई हक ना होगा ।
9. यह कि विकासकर्ता ने प्रथम पक्ष को मुब0 10,500/- (दस हजार पांच सौ रुपये मात्र ) मु0 10,000/- रु0 (दस हजार रुपये मात्र ) प्रति एकड़ बतौर



सिक्वोरिटी अदा की हैं जो इस इकरारनामा में वर्णित प्लॉटों के कब्जे की अदायगी के उपरांत प्रथम पक्ष विकासकर्ता को वापिस करने का पाबंद होगा ।

10. यह कि विकासकर्ता उपरोक्त अराजी पर लाईसेंस प्राप्त करने हेतु आवेदन पत्र डायरेक्टर शहरी सम्पदा एवं नियोजन विभाग हरियाणा चण्डीगढ़ में करेगा तथा उक्त अराजी पर रिलीज का लैटर प्राप्त करेगा, इस कार्य के सम्बन्ध में जो भी औपचारिकता होगी मालिक विकासकर्ता की पूरी मदद करेगा ।
11. यह कि प्रोजेक्ट की मैन्टीनेन्स विकासकर्ता स्वयं या किसी मैन्टीनेन्स एजेन्सी से मैन्टीनेन्स करा सकता हैं ऐसी परिस्थिति में मैन्टीनेन्स चार्ज द्वारा द्वितीय पक्ष को अदा किया जाएगा ।
12. दोनों पक्षों के बीच यह पूर्ण सहमति है कि सम्बन्धित विभाग द्वारा उपरोक्त प्रोजेक्ट स्वीकृत किया जाएगा उस प्रोजेक्ट पर पूर्ण और हर प्रकार से विकासकर्ता का हर व अधिकार रहेगा एवं मालिक अराजी इस प्रोजेक्ट पर किसी भागीदारी/अधिकारी या टाईटिल का हकदार नहीं होगा ।
13. यह कि मालिक अराजी यह शपथ लेते हैं कि विकासकर्ता या उसके प्रतिनिधि को अपना मुख्त्यार बनाएंगे जो कि विभिन्न में अर्जी लगाने, लाईसेंस लेने, परमिशन लेने, मंजूरी लेने, मैटीरीयल लाने व अन्य दूसरे मामलों जो कि प्रोजेक्ट को पूरा कराने के लिए जरूरी हैं । और दूसरे मकसद जो कि मुख्त्यारनामे में लिखित हैं । और दोनों पक्षों द्वारा मान्य हैं । जब तक कि यह इकरारनामा पूरी तरह से लागू न हो जाये विकासकर्ता व उसका प्रतिनिधि यह शपथ लेता हैं कि इकरारनामे में विकासकर्ता के रूप में और मालिक अराजी द्वारा प्रदत्त अप्रतिसंहार्य (अपरवर्तनीय) मुख्त्यारनामे के रूप में विकासकर्ता के रूप में वह कोई भी ऐसा कार्य नहीं करेगा जो कि कानून की शर्तों क उल्लंघन करता हैं तो उसकी सारी जिम्मेदारी विकासकर्ता पर होगी । इस प्रकार विकासकर्ता मालिक अराजी को इस प्रकार के कानून की अनदेखी व अवमानना से हुए नुकसान और सभी प्रकार के दावों से मालिक अराजी को सुरक्षित रखने की शपथ लेते हैं ।
14. यह कि दोनों पक्षों के बीच इस इकरारनामे के तहत जो भी शर्त पहले सलाह मशवरा होने के बाद लिखि गयी हैं उसमें आपसी लिखित सहमति के बिना कोई बदलाव नहीं होगा ।
15. यह कि मालिक अराजी अपनी मालिकाना हक से सम्बन्धित पिछले 20 वर्षों के सम्बन्धित दरस्तावेज विकासकर्ता को देने में कोई आना-कानी नहीं करेगा ।
16. यह कि मालिक अराजी प्रोजेक्ट के निर्माण और उसके कार्य प्रगति में कोई भी बाधा नहीं डालेंगे ।

17. यह कि यदि इस भूमि अर्जन अधिनियम की कोई धारा अगर भविष्य में लग जाए तो विकासकर्ता खुद अपने खर्चे से वागुजर कराएगा । विकासकर्ता द्वारा खर्चे की राशि से मालिक अराजी का कोई लेना-देना व सरोकार नहीं होगा ।
18. यह कि मालिक इस इकरारनामों को तहरीर करने के उपरांत किसी व्यक्ति के साथ सौदा बय उपरोक्त अराजी बारे नहीं करेंगे । उपरोक्त अराजी को रहन बय व मुन्तकिल नहीं करेंगे । अगर ऐसा पाया जाता है नाजायज होगा और विकासकर्ता उसका पाबंद नहीं होगा । प्रथम पक्ष उपरोक्त अराजी पर कोई रहन, भार, ऋण या किसी अन्य पक्ष के हर में किसी किसम का कोई इकरारनामा, पट्टा, हिब्बानामा आदि ना करेगा । अगर प्रथम पक्ष इस इकरारनामा की शर्तों की उल्लंघना कर किसी प्रकार का कोई सौदा आदि करता है । तो उस सूरत में वह व उसकी जायदाद द्वितीय पक्ष को हुई हानि की क्षतिपूर्ति करने की जिम्मेवार होगी ।
19. यह कि मालिक अराजी गुड टाईटिल की बाबत पूर्ण रूप से जिम्मेदार है अगर उसकी मलकियत में कोई नुक़्त पाया जाता है तो हालात में विकासकर्ता को होने वाले नुक़सान के वारंते वह व उसके वारिसान जिम्मेवार होंगे । यह इकरारनामा विकासकर्ता की लिखित रजामन्दी से बिना रद्द नहीं होगा ।
20. यह कि दोनों पक्षों के बीच सहमति हो गयी है कि विकासकर्ता को उपरोक्त अराजी का कब्ज़ा उपर लिखे प्रोजेक्ट बनाने को देने के बाद उसे किसी रूप से परेशान नहीं किया जाएगा ।
21. यह कि मालिक अराजी विकासकर्ता के साथ सहयोग करेगा और प्रकार की कागजी कार्यवाही में पूरा सहयोग करेगा जो कि डायरेक्टर जिला नगर योजना हरियाणा, हुड्डा, एच, एस. आई. डी. सी. और अन्य विभाग जो इन मामले से सम्बन्धित हैं मालिक अराजी विकासकर्ता द्वारा हस्ताक्षर/अंगूठा करने का पाबंद रहेगा ।
22. यह कि अगर किसी कारणवश रिहायशी कालोनी विकसित करने का लाईसेन्स सरकार/विभाग द्वारा जारी नहीं किया जाता तो उस सूरत में प्रथम पक्ष सिक्थोरिटी की राशि द्वितीय पक्ष को वापिस करने का जिम्मेवार होगा । विकासकर्ता द्वारा सम्बन्धित विभाग/हरियाणा सरकार को जमा की गई राशि को वापिस लेने का अख्त्यार केवल विकासकर्ता का होगा । अगर उपरोक्त राशि सम्बन्धित विभाग/हरियाणा सरकार द्वारा प्रथम पक्ष के नाम पर वापिस की जाती है तो प्रथम पक्ष उसे प्राप्ति के 7 (सात) दिन के भीतर विकासकर्ता को अदा करने का पाबंद होगा। 10,000/- रु0 प्रति एकड़ की दर से दिया गया ब्याना जब्त माना जायेगा तथा शेष धनराशि मुआवजे की राशि से विभाग से सीधे प्राप्त करने का अधिकारी है ।

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23. यह कि विकासकर्ता द्वारा खर्च की गई तमाम राशि उपरोक्त अराजी पर प्रथम चार्ज होगी । अगर प्रथम पक्ष मौजूदा इकरारनामा के मुतबिक वापिस की जाने वाली तमाम राशि विकासकर्ता को नहीं सौंपता तो उस सूरत में विकासकर्ता उपरोक्त अराजी का कब्जा बिना प्लाट दिए अपने पास रखने का अधिकारी होगा ।
24. यह कि अगर विकासकर्ता रिहायशी कालोनी स्वीकृत करने के लिए 100 एकड़ रकबा एकत्रित करने में नाकाम रहता है तो उस सूरत में विकासकर्ता को अधिकार होगा कि वह उपरोक्त अराजी पर रिहायशी कालोनी के आलावा कोई अन्य प्रोजेक्ट बनाएं और प्रथम पक्ष को इस बारे में कोई खर्च ना होगा । इसी तरह अगर विकासकर्ता को यह मल होगा कि उपरोक्त अराजी पर कोई प्रोजेक्ट विकसित नहीं हो सकता है तो उस सूरत में प्रथम पक्ष सिब्योरिटी की सशि विकासकर्ता को वापिस करने का बाबंद होगा और इन हालात में यह इकरारनामा मन्सुख समझा जावेगा ।
25. यह कि इस प्रकार दोनों पक्ष इस इकरारनामें में दी गयी शर्तों को पूरा करने के लिए आपसी सहयोग व निष्ठा से पूरा करने के लिए सहमत हैं ।
26. यह है कि विकास कर्ता उन सभी प्रकार की फिस ओर सिब्योरिटी डीपोजीट और अन्य दूसरे प्रकार के खर्चे जो कि उस प्रोजेक्ट के लिए विभिन्न प्रकार के अपरुवल इत्यादि लेने के लिए जो राशी सम्बन्धि विभागो से वापिस होगी उसे लेने का विकास कर्ता को हक होगा और मालिक अराजी यह शपथ लेता है कि उपरोक्त कहा गया किसी प्रकार के रिफण्ड को सात दिन के अन्दर दे देगा ।
27. यह है कि इस प्रोजेक्ट में विकासकर्ता का धन, समय, व मैन पावर लगेगा इसलिए मालिक अराजी इस इकरारनामें को किसी भी कारण से रद्द नहीं कर सकेंगे ।
28. यह कि विकासकर्ता अपना नोमिनी मुर्कर करने में व किसी अन्य के साथ भी इकरारनामा करने व साईन करने व कोलोनैशन करने का अधिकार होगा ।
29. यह कि इस इकरारनामें में जो भी शर्त रखी गई है दोनों पक्षों की सहमति से रखी गई है । जो कि इन शर्तों को तोड नहीं जाएगा ।
30. यह कि इस इकरारनामें में जो भी शर्त रखी गई है । और जितने समय के लिए रखी गई है । उनको तोड नहीं जाएगा और हर सूरत में उनका लागू होना गान्य होगा ।
31. यह कि इकरारनामें में कोई भी शर्त कानून के हिसाब से लागू नहीं होती तो वह शर्त हटी समझी जाएगी ।

32. यह कि दोनों पक्षों के बीच यदि कोई विवाद होगा तो उसका निपटारा सालिस करेगा । सालिस वह व्यक्ति होगा । जो द्वितीय पक्ष द्वारा नियुक्त होगा ।
33. यह कि इस इकरारनामें पर स्टाम्प ड्युटी या इसके पंजीकरण का जो भी खर्च होगा उसके भुगतान के लिए विकासकर्ता पांबद रहेगा ।
34. यह कि प्रथम पक्ष/मालिक रिहायशी कालोनी में मन्जूर हूए कार्मिशीयल व सामूदायिक साईट से कोई ताल्लूक ना होगा ।
35. यह कि विकासकर्ता को अखत्यार होगा कि वह बैंक/वितीय संस्थानों आदि से उपरोक्त अराजी पर अपने हिस्से की सीमा तक कर्जा आदि प्राप्त करें । और कर्जा लेने के लिए उचित कार्यवाही करें । बैंक की रकम मय सूद वापिस की जिम्मेवारी विकासकर्ता की होगी ।
36. यह कि अगर द्वितीय पक्ष को प्रथम पक्ष के हकूक मलकियत की कमी के कारण किसी किस्म का कोई भी नुकसान होता है तो द्वितीय पक्ष उसकी क्षति पुर्ती करने का पांबद होगा ।

दोनों पक्षों ने इस इकरारनामें की सभी शर्तों को भलिभाति पढ़, सुन व समझ लिया है तथा वह इस कार्य के लिए पुर्ण रूप से तैयार है ।

आपसी विश्वास और बतौर सनद दोनों पक्षों ने अपने हस्ताक्षर व अगुठों निवास स्थान गुडगाँवा, हरियाणा में उपरोक्त लिखित, दिन, महीने, साल में निम्नलिखित साक्षियों मे कर दिए हैं । सनद रहे और समय पर काम आवे ।

मालिक अराजी

रमेश

*Ramesh Chand*

विकासकर्ता

मैसर्ज आरनव बिल्डवेल प्राईवेट लिमिटेड

M/s. Arnav Buildwell Pvt. Ltd.

अधिकृत हस्ताक्षरकर्ता

गवाह 1

गवाह 2