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Niko / Singh Dhorival (Dd) G-Nyko /

VIKAS SHARMA

23 AUG 2011

Stamp valid only for

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अना - 14670

अना - 20/8/11



ATTESTED

My

20/8/11

14670
23/8/2011

Token No. 15883
Hall No. 15883
Date 23/8/11

Token No. 15802
Hall No. 15802
Date 23/8/11

COLLABORATION AGREEMENT

This agreement of collaboration is executed at Gurgaon on this 24th day of June 2011 between M/S EVERILIKE BUILDCON PRIVATE LIMITED, having its registered office at C-8/1-A, Vasant Vihar, New Delhi-110057, through its Authorized Signatory Mr. Pradeep Jain duly authorized vide resolution passed on 10th June 2011 appended herein after called "Developer" (which expression unless repugnant to the context of the agreement shall mean and include its legal representatives, successors-in-interest, nominees, assigns etc.) on other hand thereafter the owner and the developer have been collectively referred to as "PARTIES" and individually of party at context demand.

AND

M/S MEGNITUDE PROPERTIES PRIVATE LIMITED, a company registered under the Companies Act 1956 having its Registered Office at 256, 1st Floor, Mandi Village (Mehrauli), New Delhi-110030, through its Directors Mr. Rohtash Singh and Mr. Shyo Raj authorized vide resolution passed on 24th June 2011 appended herewith, hereinafter called "OWNERS" (which expression unless repugnant to the context of



Signature of Pradeep Jain
Signature of Shyo Raj

21.8.11

Original
and Correct

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प्रलेख नः 14670

दिनांक 23/08/2011

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगाँवा	गाँव/शहर हनुमानगढ़ हनुमानपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 13,781,250.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 413,500.00 रुपये
स्टाम्प की राशि 413,500.00 रुपये	पंजीकरण फीज की राशि 15,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
रुपय	

Drafted By: Nihal Singh Dharwal Adv

यह प्रलेख आज दिनांक 23/08/2011 दिन गुरुवार समय 1:06:00PM बजे श्री/श्रीमती/कुमारी M/s Everlike Builders Pvt. Ltd. श्री/श्रीमती/कुमारी निवारी C-8/1A Vasant Vihar ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

श्री M/s Everlike Builders Pvt Ltd thru Sanjay Jain(OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru- Rohitash Singh दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम राशि की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SC Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवारी adv Gurgaon

व श्री/श्रीमती/कुमारी Baljeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Roop Ram निवारी Hno-16 Rajiv Nagar GGA ने की।
साक्षी नः 1 को हम नंबरदार प्रभावितों के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 23/08/2011

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गुडगाँवा

this agreement shall mean and include their heirs, legal representatives, successors - in interest, assigns etc.) on one hand.

WHEREAS THE OWNER is full fledged and lawful owners in possession of land bearing Khewat / Khata No. 189, 190, Mustil No. 22 Killa No. 7/1(0-8), 14/2(3-0), 15(5-19), 16(8-0), 17/1(2-15), and Mustakil No. 23 Killa No. 20/1(1-19) total field 6 measuring 22 Kanal 1 Marla vide Mutation No. 2442 sanctioned on 20.12.2008 situated in the revenue estate of Village Hayatpur, Tehsil & District Gurgaon, Haryana (herein after referred to as the said land) (Copy of Sale Deed, Copy of Aks Shazra Plan and Copy of Mutation annexed herewith as Annexure A, Annexure B and Annexure C, respectively), Owner is fully competent to execute this collaboration agreement in favour of the Developer.

And whereas the Owner is desirous of developing a Commercial Complex comprising of, including but not limited to retail, wholesale businesses, shopping centers, offices, entertainment businesses, hotels, restaurants etc., (herein after referred to as the 'said Commercial Complex) over the aforesaid land. However, the Owner is not fully equipped to execute and complete the work of development and construction of the proposed Commercial Complex. The Owner has requested the Developer who is engaged in the development and construction of various type of buildings and is well versed and experienced in this line of business and is confident that it has the experience of and is in a position to obtain permission for change of land use/ obtain license etc. to collaborate with him for development and construction of the said Commercial Complex on the said land.

And whereas the Developer has agreed to undertake the development and construction of the said Commercial Complex on the basis of representations and warranties of the Owner. On consideration of the premises, covenants and mutual representations and warranties of the Owner and the Developer, parties to this agreement have agreed to enter into this arrangement, subject to the terms and conditions herein contained.

And whereas the Developer has agreed to develop and construct the project over the said land upon the terms and conditions contained hereafter.

For Everall - 1/11/11

ATTESTED

For Magnitude Properties Pvt. Ltd

[Signature]

[Signature]

[Signature]

Director

[Signature]

[Signature]

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पेशकर्ता



दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी

पेशकर्ता

Sanjay Jain



Sanjay Jain

दावेदार

thru - Rohtash Singh



Rohtash Singh

दावेदार

thru - Shyo Raj



Shyo Raj

गवाह

S C Atora



S C Atora

गवाह

Baljeet Singh



Baljeet Singh

1. That the subject matter of this Collaboration Agreement between the Owners and the Developer is the said land admeasuring **22 Kanal 1 Marla** situated in Village Hayatpur, Tehsil & District Gurgaon or thereabout for utilizing the same for construction of a Commercial Complex. In consideration of development and construction of the project over the said land at Developer's cost, the owners shall be entitled to all rights, title and interest over fully developed Commercial Complex to the extent of 33% of the total saleable area along with proportionate right/interest in land including proportionate rights in the open area, parking, terrace roof and in all other areas, which cannot be divided. The developer shall be entitled to retain balance 67% of total saleable area alongwith proportionate right/interest in land including proportionate rights in the open area, parking terrace, roof and in all other areas, which cannot be divided of the said commercial. Total saleable area out of sanctioned F.S.I. on the said land by DTCP (HUDA) shall be shared in the ratio of 33:67 (Owner : Developer). Any loss or increase in F.S.I due to any reason shall be shared on prorata basis of the share of owner and developer. If any loss of F.S.I or saleable built-up area is due to land coming in sector road or any other reason, final sanction FSI on aforesaid land will be shared between owner and developer as per there share , that is 33:67 (Owner : Developer). Also in owners share of 33 percent all land owner shall get there share on prorata basis of their land (owned by each owner of this share).
2. That the Developer(s) has agreed to Pay Rs.50,00,000/- (Rupees Fifty Laes Only) as non-refundable security per acre, to the owners pro-rata of ownership for due performance of its obligations contained herein at the time of execution of this agreement. The details and particulars of the amounts and the cheques issued in favour of the owner are given hereunder :
 - (a) Cheque No. 583645 Dated 24.06.2011, payable at Standard Chartered Bank, New Delhi, of amount Rs. 1,37,81,250/- (Rupees One Crore Thirty Seven Lacs Eighty One Thousand Two Hundred Fifty Only).
3. That all expenses incurred and the efforts made in obtaining sanction, development and construction of the project shall be borne by the Developer(s). However, the Developer is authorised of claim refund and receive refund of the



For Everell Partners Private Limited

Rakesh
[Signature] Auth. Sign.

For Alagabada Properties Pvt. Ltd.

[Signature]
 Director

[Signature]

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g. No. Ref. Year Book No.

14,670 2011-2012 1

प्रमाण-पत्र

त किया जाता है कि यह प्रलेख क्रमांक 14,670 आज दिनांक 23/08/2011 को बही न: 1 जिल्द न: 12,968 पृ: 69 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही साख्या 1 जिल्द न: 1,532 के पृख्या 27 से 28 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

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गुडगांवा



license fees and all other charges and fees paid for the said project in their favour, if the said amount is to be required to be received back by the Developer.

4. That the owners undertake to make and keep the title of the said land clear and marketable and free from all kinds of encumbrances, charges, lis pendens prior agreements and claims during the continuance of this collaborations agreement and till date of execution and registration of title/ conveyance deeds in favour of the Developer(s) or its nominees or assigns or prospective buyers to the extent of the share of the Developer.
5. That the owners assured the Developer(s) that land proposed to is in Commercial Zone in the proposed Master Plan of Gurgaon.
6. That the owners shall make available to the Developer(s) the said land free from all encumbrances and with full authority for speedy development and efficient completion of the project. It is however, clearly agreed that the built up/un built area to the share of the owners shall be left unencumbered to be dealt with in any manner deemed fit only by the owners. The OWNER in accordance with the terms and conditions herein recovered has delivered possession and has placed at the complete disposal of the DEVELOPER all the authority of the owner as may be necessary for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of proposed Commercial Project on the said land.
7. That the Owner covenants with the Developer that Owner shall forthwith, without any demur or delay, supply and provide all documentary evidence as may be required to be submitted to the HUDA/DTCP and / or any other authorities concerned with the matter and shall sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Commercial Complex and for giving effect to the terms of this Agreement.
8. That the owner represent that no other person has any joint or undivided share in the said land that the same is free from all loans, mortgages, encumbrances or charge of any kind whatsoever. The OWNER represents that he has not entered in to any prior agreement of sale in respect of aforesaid land. The OWNER has further conveyed that the aforesaid land is not subject matter of any litigation.
9. That the owners represent to the developer that the State Govt. of Haryana has till date not initiated any acquisition proceedings for the said land, and the owners



ATTESTED

For Everelle P. Ltd. Private Limited

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For Silverades Infrastructure Private Ltd
[Handwritten signature]
 Director

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agree that incase the said land or any part thereof is ever notified for acquisition by the State Govt. then the developer shall be fully competent for taking such legal action as may be deemed fit by him, for getting it release from acquisition but the owner undertake not to take any action in this regard without the consent of the Developer. The owner further assure the Developer that the said land of any part of it has not been acquired and the same is owned and possessed by them and there is no third party/ claim over the same. The owners further undertake not to take any compensation from the Government of Haryana or any other authority if the said land or any portion of the land is ever acquired. The Owner shall share with the Developer, the cost associated with such action of challenging the acquisition of the said land or part thereof or any compensation received from the Government of Haryana or any authority in this regard, in proportion to the share in the said Commercial Complex.

10. That the DEVELOPER(S) shall develop the project in terms of agreed working plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. The DEVELOPER(S) shall give the name of the project at its own discretion and for dealing with / sale of constructed/ un-constructed and/ or developed / undeveloped portions of the Commercial Project, the Power of Attorney shall also authorize the Developer, its nominee or collaborator to discharge all its obligations and exercise all rights under this Collaboration Agreement. The Owner shall give general power of attorney to the Developer to sell the built up share of the property of the Developer through which the Developer shall be entitled to enter into agreements of sale / lease qua its allocation on the basis of general power of attorney referred to above. It is further agreed that the Developer and the Owner shall sell their FSI on mutual consent.

11. That the Developer(s) agrees to complete the development and construction of the entire project within a period of 48 (Forty Eight) months from the date of obtaining of Licenses for the development of the said Commercial Complex (including any modification thereof). However an extension of 6 months will be given in case of road infrastructure of the area around the said land is not completed within one year of signing of this collaboration agreement. The owners have given unhindered access to the land for survey, for fulfilling all the



For Everlife Builders Private Limited

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ATTESTED

Properties Pvt Ltd

[Handwritten Signature]
Director

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prerequisites for grant of the license, sanction of plans and to raise construction of Commercial Project over the said land.

12. That the owners undertake to convey clear and unencumbered marketable title in favour of the prospective buyers. All the sale promotion activities including advertisements shall be conducted by the Developer(s) only. The owners have also agreed to execute the general power of attorney in favour of the nominee(s) of the developer(s) to execute any required documents in favour of the buyers of the developer(s), which shall be kept alive and will be irrevocable until transfer documents in favour of the entire land falling to the share of the developer(s) and owners have been executed and registered. That the developer shall be entitled to enter into further any agreement/ collaboration agreement with any other developer to develop the Commercial Project.

13. That the parties hereby confirm and declare that the entire IDC/ EDC and other development charges as applicable to the said land for the said Commercial Complex will be paid, initially, by the Developer alone to the complete satisfaction of the concerned authorities. In case, any additional demand is raised by the department/ authority after offer of possession of the Owner's allocation by the Developer to the Owner, owing to increase in EDC or any tax or levy pertaining to the project in question, in that event both parties shall be liable to satisfy the demand in proportion to their respective shares. Both parties shall be at liberty to recover such amount from the transferees / purchasers of their respective allocations.

14. That all rates, cesses, taxes and other payments due to the Revenue Authorities, Municipal Committee / Board or any other Government / Local Authority in respect of the said Land upto the date of grant of license by the Government for development/ construction on the said land, shall be exclusive liability of the Owner and thereafter the liability in this behalf shall be shared by the Parties in the agreed proportion of their allocation as mentioned herein. The Owner agree that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said license provided the charges pertain to the period before the date of issue of license.

15. That the owner and developer shall be responsible and liable in respect of Income - Tax and / Other statutory payments as far as their respective share of built or un-built area of the Commercial Project of sale proceeds thereof is concerned.



For Everell Projects Private Limited

Pradeep
Director

For Magitude Properties Pvt Ltd

Ramesh
Director

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- 16. That in case the completion of the project and raising of construction is delayed due to earthquake, lightning or force major circumstances or by reason of civil commotion or war or enemy action or act of God or due to circumstances beyond the power and control of the Developer, the Developer shall be entitled to such extension of time.
- 17. That the owner shall not interfere, with or obstruct in any manner with the execution and completion of the work of development and construction of the said Commercial Project and / or booking and sale of built or un-built areas of the developers share. However, the Owner are entitled to inspect the site and in case any discrepancy is notices in construction quality he will inform the Developer for rectification.
- 18. That it is clearly understood and agreed between the Parties and thus forms the integral condition of this Agreement that after execution of this Agreement and handing over of possession of the said Land by the Owner to the Developer, the Owner or the Developer or their administrator or assigns shall not be entitled to cancel or back out from this Agreement under any circumstances. In such eventuality the Developer or the Owner beside their other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of other party.
- 19. That the Developer shall be entitled to name the proposed Commercial Complex at their discretion and the Owners shall not object to the same. The Developer shall also be entitled to advertise/ publicise the proposed Commercial Complex through newspapers or any other forms of print and electronic media.
- 20. That the actual physical possession of the said land has been delivered/ handed over to the developer at the spot for the purpose of the above mentioned project. They shall not be dispossessed there from till the project is complete.
- 21. That the first transfer by the Owners to their top/office buyer shall be free of administrative charge as levied by Developers. However, if any Government fees is chargeable then the same shall be paid by the transferee of the Owners.
- 22. That any increase or decrease in FAR (Floor Area Ratio) / FSI (Floor Surface Index) shall be shared proportionately.
- 23. That the common areas of the said Commercial project shall be maintained by the professional maintenance agency to be appointed by the Developer. The necessary maintenance charges shall be paid proportionately by the Owner and the

For Everelle Infrastructure Private Limited

Madhava

_____ with Sign

For Magnolia Properties Pvt Ltd

Revised
Director

24.8.11

With Original
& Power of Attorney

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Developer in their area sharing ratio irrespective of the occupancy. The liability to pay maintenance charges shall accrue from the date of deemed possession i.e. the date when the Developer gives notice of delivery of possession of the proportionate area or the part thereof. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance of similar buildings in the area.

24. That the owner covenants with the developer that he shall supply and provide all documentary evidence as may be required to be submitted to the Town and Country Planning Department, Haryana and / or such other Authority concerned with the matter and further that the owner shall also, within a week of receipt of any request from the developer sign and execute such other documents, letters etc. as may be necessary for the development construction and completion of the said Commercial Project and the giving effect to the terms of this agreement.
25. That in case the said property or any part thereof comprised in and subject matter of this agreement declared to be belonging to the owner is lost on account of any defect in the owner's title or any litigation started by any one claiming through the owner or any one claiming title paramount to the owner or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes etc. payable by the owner, in that event the developer shall give sufficient time to the owners to rectify the defect in title of ownership, if the defect entitled is irremediable the owner shall be liable to pay the damages, losses, costs and expenses including but not confined to business losses sustained by the developer and / or intending buyers of whole or part of the developer share of the built/ un-built area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the developer or the intending buyers may sustain or incur by reason of any defects in title of the owner.
26. That if there be any claim, demand, tax litigation or any nature whatsoever against the owner, then it is a condition of this agreement that the work of development and / or completion of the said building and/ or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of



For Evaluator
 For Magnitude Properties Pvt Ltd

[Signature]

ATTESTED
 For Magnitude Properties Pvt Ltd

[Signature]

Director

owner's share of the built up area of the project building and/ or sale proceeds thereof. That the Developer shall be entitled to create mortgage, encumbrances and /or charge with respect to the said Land and Developer's Allocation of the built up area in the said Commercial Complex as security, or securitization of likely and potential sale proceeds of Developer's Allocation in order to raise finance for development and construction of the said Commercial Complex and the Owner shall have no concern whatsoever.

27. That this agreement shall always be deemed to be subject to the usual force major clause

If the performance of this agreement by the developer is prevented, in whole or in part, by cause beyond it's reasonable control, the causes being (i) acts of God (ii) Natural Calamities (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/ delays (viii) restraint from courts etc., the developer shall not be responsible for fulfilling it's obligations during the subsistence of the force majeure conditions. In such an event, the developer shall communicate to the land owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the land owner.

(a) The Developer shall also:

- (i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
- (ii) Inform the land owner as soon as possible about the cessation of the force majeure event and it's consequences and commencement of it's obligation affected by the force majeure event.

28. That in case any amount/ fees deposited with the government/ any other authority is refunded to the owner, the same will be returned to the developer within fifteen days of receipt of the same.

29. That all costs of stamping, engrossing and registration of this agreement shall be borne by the developer.

30. That for due performance of the obligations contained herein and smooth and speedy progress of the project, the owners shall simultaneously with this agreement, execute a special power of attorney in favour of nominee of the developer(s).



For Everille Children Private Limited

[Signature]

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For Magnitude Properties Pvt Ltd

[Signature]
DIRECTOR

[Signature]
Director

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31. That the Developer(s) shall be entitled to apply to the State Government or local body or any other appropriate authority for any amendment / revalidation of the approvals/ sanctions including any extension thereof at its own cost.
32. That the owners hereby represent, confirms and further undertake to keep the developer(s) indemnified and harmless against all the encumbrances, claims and damages till the time of making application for Licences for the said Commercial Complex and shall make good the losses or damages or any claim of assets in the title of land. After making such application for Licences, there shall be joint responsibility of the Parties to make good such defects, if any, in the title of the said land.
33. That the considerations to be given by the developer to the owner in respect of the right which are to be of the developer shall be the construction (free of cost to the owner) of the owner's allocations.
34. That it is mutually agreed by and between the Parties hereto that, in case of availability of any parcel of land owned by the Owner contiguous to this parcel of the said land, in and around the vicinity of the said Commercial Complex, shall be offered to the Developer, on the same terms and conditions as enumerated and accepted by the Parties hereto. The Developer shall be at liberty to accept or reject such offer.
35. In consideration of the owner's providing the land and the developer raising the construction of the said project building under this agreement the parties have agreed to divide the saleable built-up area of the project in the following manner :-
- (a) The segregation of the parts of the saleable built-up area forming the respective shares of the developer and the owner shall be decided mutually between the parties for every building, each category, each size, and each floor of the building/unit of the said project as per progress of the construction. In case any extra compoundable area is built by the Developer and the penalties, cost and consequences thereof the same borne by the developer, then the ownership and selling right of the same along with the proportionate rights in the land underneath shall be passed to the Developer only and the Owner shall have no right in the same. To share proportionately this extra compoundable area, the Owner shall have to share the penalties, cost and consequences thereof in same proportion as their agreed allocation ratio.

For Magnitude Properties Pvt Ltd

For Ewail. Properties Pvt Ltd

[Signature]

[Signature]

[Signature]

[Signature]
Director

- (b) All types of parking, i.e. open, still, covered/basement shall be shared proportionately between the parties in the same ratio as mentioned above.
- (c) That all other areas forming a part of the said project shall be shared in the aforesaid ratio including commercial area/ local shopping centre.
- (d) That the developer alone shall be responsible for any accident that may occur during the course of development and construction of building and he alone meet any financial or other liability either under Workmen Compensation Act or under any other law or regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person involved in construction shall be borne by the developers and owners shall be absolved of and indemnified by the developer of any financial or other liability in this regard.
- (e) Developer and the owner shall be entitled to retain or let out or sell built up area of their share to any party either in whole or in parts.

36. That upon execution of this collaboration agreement the developer is entitled to fix necessary sign boards if necessary and expedient.

37. That the developer hereby undertake to build high rising buildings of the said project in conformity with the existing laws and rules and if any defect is detected at any subsequent stage then the developer shall rectify the same at their own cost and will be responsible for its consequences.

38. That if the Owner defaulted the terms of this Agreement and, at any point of time, the Developer is deprived of its right to develop, construct and complete the said Commercial Complex on the said Land, the Owner undertakes irrevocably to indemnify the Developer for all pecuniary losses (including but not limited to opportunity loss), damages, costs and expenses sustained by the Developer with respect to development of said Commercial Complex on the said Land.

39. That, without prejudice to the other rights available to the Developer under the provisions of this Agreement or otherwise, the Developer can terminate this Agreement in following cases:

- (a) The Developer not satisfying itself about the title of the Owner with respect to the said Land;
- (b) The Developer constrained to develop the said Commercial Complex on the said Land due to non-approval / rejection of its application for License /



For Everest Infrastructure Private Limited

Prabodh Kumar

TESTED

For Magnitude Properties Pvt Ltd

Shyama
Director

Building Plans from the concerned Government Authorities like HUDA / DTCP.

In such cases and subsequent termination of this Agreement by the Developer, the Developer shall not be held liable / accountable for any financial liabilities or otherwise to the Owner. Further, the Parties agree that in such event, the Owners shall be, unconditionally liable to return any amount received by the Owners, paid on any account whatsoever, till the time of such termination, in furtherance of this Collaboration Agreement from the Developer, to the Developer simultaneously with the termination of this Agreement.

It is, however, agreed by the Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Owner further agrees that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever.

40. That in the event of parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or ~~override~~ any terms or this agreement they shall record such terms in writing as addendum hereto, and no such term shall be binding between the parties until and unless they are reduced in writing signed by each of the parties herein.
41. Those mutual notices shall be served upon the parties on their respective addresses given above by the courier/ registered mail.
42. That in the event of the dispute arising between the parties relating to this agreement or any part thereof the same shall be referred to the sole arbitration of an arbitrator mutually appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The venue of Arbitration shall be at Gurgaon only.
43. After giving possession to the land owner of its allocation by the developer, if any government charges/ fees arises then it will be borne by the owner or its respective nominees/ buyer(s).



For Emerald Infrastructures Private Limited

Radheesh

Auth. Sign.

[Signature]

For Maghatnada Properties Pvt. Ltd

[Signature]

Director

[Signature]

[Signature]

IN WITNESS WHEREOF, the parties have set their hands to this agreement on the day, month and year first above mentioned in the presence of the following witnesses:

DRAFTED BY

WITNESSES:

NIHAL SINGH DHARWAL
Advocate, Gurgaon

OWNERS For Allitude Properties Pvt Ltd

Ramdas
Shyela
Directo

1.

Maj AK Chaudhary
S/o PC Chaudhary
1304/1 M.I
Gurgaon

For For Allitude Properties Pvt Ltd

Shadeepa
Authn. Sign.

DEVELOPERS

2.

SUNIL CHAUDHARY

R/o. 1201/1 Malviya Tower
Gurgaon

S.C. ADOR
Advocate
Dist. Court, Gurgaon

Baljeet Singh
Baljeet Singh s/o

Loop Ram R/o H.No.16

Rajiv Noyal Gurgaon.



ku

h

57176

100X1

Everlike



GHANSHYAM DASS
STAMP VENDOR

01 DEC 2012

JUDICIAL COMPLEX
GURGAON HARYANA
S.V.-06/2011

23/25

Handwritten initials

ADDENDUM TO COLLABORATION AGREEMENT

This Addendum to the Collaboration Agreement dated 24-06-2011 is executed at Gurgaon on this ^{31st} day of December 2012, between **M/s Everlike Buildcon Private Limited**, C-8/1-A, Vasant Vihar, New Delhi-110057 through its Director Sh. Sanjay Jain, authorised vide resolution dated 10-06-2011, hereinafter called "**Developer**" which expression unless repugnant to the context mean and include its legal representatives, successors-in-interest, nominees, assigns etc of First Party.

And

M/s Magnitude Properties Pvt. Ltd., 256, 1st Floor, Mandi Village, Mehrouli, New Delhi-110030, through Sh. Anil Sharma, who is authorised vide General Power of Attorney dated 22-09-2011 registered vide reg. No. 2423 year 2011 in Book no. 4 before Sub-registrar Noida hereinafter called "**Owner**", which expression unless repugnant to the context of this agreement shall mean and include their heirs, legal representatives, successors - in interest, assigns etc of the Second Party.

WHEREAS the parties hereto had entered into Collaboration Agreement on 24-06-2011 registered vide vasika no. 14670 on 23-08-2011 before sub-registrar Gurgaon Haryana for development of commercial complex over the land, specified in said collaboration agreement.

AND WHEREAS, the Developer had submitted an application for the grant of license for which Town & Country Planning department Haryana has issued a Letter of Intent for the grant of licence for setting up a Commercial Colony vide their office Memo No. LC-2699-JE (VA)-2012/20677 dated 15.10.2012;

AND WHEREAS, in terms of para 22 of said Letter of Intent, the Developer is required to submit collaboration agreement mentioning a condition that developer be responsible for terms and conditions of the license.

AND WHEREAS, the parties desire to execute this addendum to incorporate the said condition as specified in para 22 of said Letter of Intent.



Handwritten signature

Handwritten signature

No D
31

दिनांक 31/12/2012

प्रलेख न: 23125

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
	रूपये

Drafted By: N.S.Dhariwal, Adv.

यह प्रलेख आज दिनांक 31/12/2012 दिन सोमवार समय 10:46:00AM बजे श्री/श्रीमती/कुमारी M/s. Magnitude Properties Pvt. Ltd. श्री/श्रीमती/कुमारी निवासी 256, 1st Floor, Mandi Village, Mehrouli, New Delhi-110030 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s. Magnitude Properties Pvt. Ltd. thru thru:- Anil Sharma(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Sanjay Jain दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता 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 S.C.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी S.K.Rohilla, Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी D-107, Phase-IV, Ayanagar, New Delhi ने साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 31/12/2012

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

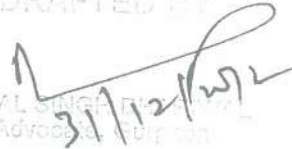


THEREFORE, THIS ADDENDUM TO THE COLLABORATION AGREEMENT DATED 24-06-2011 WITNESSTH AS UNDER:

1. That in continuation of Collaboration Agreement dated 24-06-2011, the Developer shall be responsible for compliance of all the terms and conditions of the licence and provisions of Haryana Development and Regulations of Urban Area Act, 1975 and Rules 1976 framed there under till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTP, Haryana whichever is earlier.
2. That the agreement shall be irrevocable and no modification / alteration etc in the terms and conditions of such agreement be undertaken except after obtaining prior approval of DGTCP, Haryana.

IN WITNESS WHEREOF, the parties have set their hands to this agreement on the day, month and year first above mentioned in the presence of the following witnesses:

DRAFTED BY


31/12/2012

MIHAL SINGH
Advocate, District

WITNESSES:

1.


S. C. Arora
Advocate
District Courts, Gurgaon


OWNER

For M/s Magnitude Properties Pvt. Ltd



Anil Sharma

2.


S.K. Rohilla, Advocaali
D-107, Phase-N₂
Ayanagar New Delhi

DEVELOPER

For M/s Everlike Buildcon Pvt. Ltd


Sanjay Jain





पेशकर्ता



दावेदार



गवाह



उप / संयुक्त पंजीयन अधिकारी

पेशकर्ता	thru:- Anil Sharma		
दावेदार	thru:- Sanjay Jain		
गवाह	S.C.Arora		
गवाह	S.K.Rohilla, Adv.		



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 23,125 आज दिनांक 31/12/2012 को बही नः 1 जिल्द नः 13,023 के पृष्ठ नः 171 पर पंजीकृत किया गया तथा इसके एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,607 के पृष्ठ सख्या 20 से 21 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 31/12/2012

उप/संबन्धित पंजीयन अधिकारी
गुडगाँवा



हरियाणा HARYANA

M 379091

SPECIAL POWER OF ATTORNEY

2
22/7

BE IT KNOW TO ALL that M/s Magnitude Properties Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 256, 1st Floor, Mandi Village (Mehrauli), New Delhi-110030 (hereinafter referred to as "the Owners", which expression shall mean and include its legal representatives, successors and permitted assigns) is full fledged and lawful owner of the land described in 'Schedule A' written hereunder and here in after referred to as "said Land" and hereby appoints M/s. Everlike Buildcon Private Limited, a Company incorporated under the Companies Act, 1956 and having its having its Registered Office at C-8/1A, Vasant Vihar, New Delhi-110057, (hereinafter referred to as Developer or Attorney which expression shall mean and include its legal representatives, successors and permitted assigns) as its true and lawful attorney for all or any the following acts or deeds:

598



WHEREAS being lawful owner of the said Land, the Owners are competent and entitled to deal with the same in any manner deemed fit by the Owners. The Owners had entered into a Collaboration Agreement for development of a Commercial Complex on the said

For Magnitude Properties Pvt. Ltd,

[Signature]
Director

For Magnitude Properties Pvt. Ltd.

[Signature]

For Everlike Buildcon Pvt. Ltd

[Signature]
Director

Ever like Build Con. put up

प्रलेख नः 598

48174 / 11
Sr. No.
Amount..... 100x3 = 300
Purpose/Use..... As-
17 MAR 2013
दिनांक 26/07/2013
RAJ SINGH S. S.
Gurgaon (Haryana)

डीड का नाम	SPA	डीड संबंधी विवरण
तहसील/सब-तहसील	गुडगांवा	
गांव/शहर	हयातपुर	
धन संबंधी विवरण		
रजिस्ट्रेशन फीस की राशि	100.00 रुपये	स्टाम्प ड्यूटी की राशि 300.00 रुपये
		पेस्टिंग शुल्क 2.00 रुपये

Drafted By: N.S.Dhariwal Adv.

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 26/07/2013 दिन शुक्रवार समय 10:43:00AM बजे श्री/श्रीमती/कुमारी M/s Magnitude Properties P. Ltd. thru Rohtash Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 256, FF, Mandi Vill. (Mehrauli), N. Delhi-30 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हरताक्षर प्रस्तुतकर्ता

Shyraj Raminder

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s Magnitude Properties P. Ltd. thru Shyraj (OTHER), M/s Magnitude Properties P. Ltd. thru Rohtash Singh (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Annu Mangi Lal Dugar प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सतुकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C L Arora पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Ashok Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 26/07/2013

Signature

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा





हरियाणा HARYANA

M 379092

Land with M/s Everlike Buildcon Private Limited, through its Authorised Signatory Mr. Pradeep Jain. In terms of aforesaid Collaboration Agreement, the Owners had executed an irrevocable General Power of Attorney in favour of nominee (s) of the aforesaid Developer vide instrument executed on June 24, 2011.

Accordingly, in consideration of the foregoing and other considerations, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, and in addition to the General Power of Attorney executed by Magnitude Properties Private Limited on July 24, 2011, the Owners hereby nominate, constitute and appoint Mr. Sanjay Jain S/o Sh. Vinod Kumar Jain, resident of B-5, Bahadur Apartments, 9 Raj Narain Road, Civil Lines, Delhi -- 110054 and Mr. Anil Sharma S/o Sh. O.P. Sharma, resident of A-172, Moti Bagh-I, New Delhi - 110021, both Directors of M/s. Everlike Buildcon Private Limited, severally, or any other person who may be authorized by Everlike Buildcon Private Limited by way of a resolution passed in a duly convened meeting of its Board of Directors to exercise all or any of the powers vested herein, as true and lawful Attorney with full authority to do, execute and perform or cause to be done, executed and performed all or any of the acts, deeds, matters or things namely:



Shyroz

Ramdas

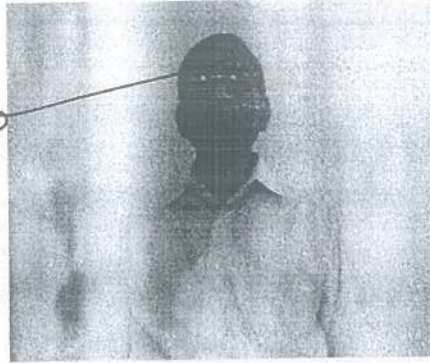
For Everlike Buildcon
Rudra

48174 / 12

Sr. No.
Amount..... 100x3
Purpose/Use..... Ar



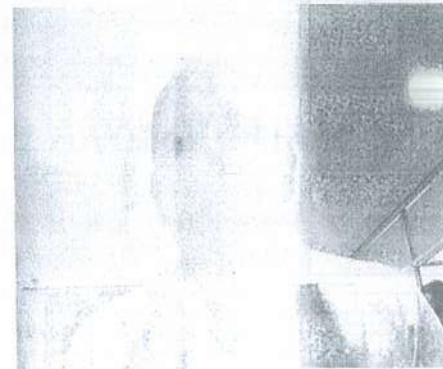
पेशकर्ता



प्राधिकृत



गवाह



उप / सहायक

अधिकारी





हरियाणा HARYANA

M 379093

1. To enter the said Land, survey the same, prepare layout and service building plans, detailed drawings etc., to sign, apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses, approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the said Land, to obtain sanctions and approvals of lay out plans, building plans, zoning plans, completion certificates, etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of the Commercial Complex on the said Land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc. on behalf of the Owners, as required from time to time in connection therewith;
2. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits etc in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for the development of the Commercial Complex on the said Land from the concerned authorities.



For Magnitude Properties Pvt. Ltd.

Shyooj
Director

For Magnitude Properties Pvt. Ltd.

Raminder
Director






Director

For Everliss Buildcon Pvt. Ltd.

M. Dufal
Director

Director

48174 / 3

पेशवा	Rohtash Singh		<i>Rohtash</i>
पेशवा	Shyoraj		<i>Shyoraj</i>
प्रतिबन्धक	Thru- Mangi Lal Dugar		<i>M. Dugar</i>
गवाह	C L Arora		<i>CL</i>
गवाह	Ashok Kumar Sharma		<i>A</i>

mount...../ 100x3
 Purpose/Use.....
 11 MAR 2013
 RAJ SINGH STAMP VENDOR
 Gurgaon (Haryana)

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5... दिनांक 26/07/2013 को बही नः 4 जिल्द नः 1,011 के पृष्ठ नः 151 पर पंजीकृत किया गया तथा इसमें प्रति अतिरिक्त बही सख्या 4 जिल्द नः 173 के पृष्ठ सख्या 93 से 94 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 26/07/2013

(Signature)
 उप/संयुक्त पंजीयत अधिकारी
 गुडगाँवा



3. To sign, verify, file, submit, furnish all applications and documents before various authorities in Gurgaon and Chandigarh, such as: Haryana Urban Development Authority (HUDA), Directorate of Town and Country Planning, Chandigarh, Haryana (DTCP), Secretary Revenue, Secretary Finance and all other departments and authorities of the Government for development, construction, completion and sale of the Commercial Complex on the said Land.
4. To apply for all regulatory approvals, sanctions and no objections for the development of the said Land and to raise construction thereon.
5. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the Government / Semi Government / Local Bodies and/or any other statutory bodies for and in connection with the aforesaid purposes.
6. To undertake marketing, appoint associates or brokers and advertise the scheme and built up project in its own name by all or any means of mass media.
7. To enter into Space Buyers / Allotment Agreements / Agreement for Sale for the entire built up / un-built areas of the Commercial Complex on the said Land and to receive sale price payable by the allottees / purchasers of such areas.
8. To execute and implement the development of the Commercial Complex on the said Land on such terms and conditions as may be deemed fit and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage, charge, lease, license or otherwise deal with the Commercial Complex on the said Land on such terms and conditions and such manner as it may deem fit in order to give effect to the provisions of the Collaboration Agreement.
9. To sign necessary transfer forms for transferring of the Commercial Complex on the said Land in revenue record in favour of the Developer and/or its nominee(s).
10. To execute and get registered by appearing before the Sub Registrar Memorandum of Understanding, Agreement of Sale, Sale Deeds, Lease Deeds, Gift Deeds, Mortgage Deeds, Relinquishment Deeds etc. or any other document which the Developer deems expedient and necessary. To sign and execute all applications and other documents that may be required in furtherance to this.



For Silverades Properties Pvt. Ltd.

Shreyas

For Magnitude Properties Pvt. Ltd.

Ravinder

Director
For Everite Builders Pvt. Ltd.

Nidulal



11. To give formal possession of the property(s) purchased by buyers in the Commercial Complex on the said Land by handing over vacant possession of such property constructed or un-constructed subsequent to or before execution of sale deed(s) or on such other terms as may be agreed with the buyers.
12. To enter into an agreement to lease the property(s) on payment of rent or otherwise and to demand, receive and recover from all tenants and other occupants all rents, arrears of rents, compensation for use and occupation, profits, license fee and all other money outstanding and receivable; and, on non-payment of any sum as aforesaid, to terminate tenancy/license agreement entered and to initiate proceedings to secure adjustment according to law.
13. To apply for and obtain water connections, sewerage, disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development of the Commercial Complex on the said Land.
14. To apply for and obtain any renewals of any licenses, approvals, sanctions, consents and registrations and to apply for and obtain transfer of any such licenses, approvals, sanctions, consents and registrations in favour of the transferees of the property(s) of the Commercial Complex on the said Land.
15. To raise loans and/or other financial assistance by offering the said Land and the entire built up areas as security to pay loans, other financial facilities and assistance from such persons and / or institutions and on such terms as the Developer may deem fit.
16. To procure the release and discharge from all existing encumbrances, liens, mortgages and charges of any kind whatsoever created with respect to the said Land and built up areas by making such payments and taking such steps as are necessary for release of such encumbrances, liens, mortgages and charges.
17. To do all necessary acts, deeds and things towards completion of the Commercial Complex on the said Land including, without limitations, appointing architects, engineers, workmen and other personnel, obtaining necessary approvals including, without limitations, approvals for the sanctioned plan, the commencement



For Magnitude Properties Pvt. Ltd.

Shyama
Director

For Magnitude Properties Pvt. Ltd.

Renuka
Director

Director

For Ever...

Nidulal



certificate, occupancy certificate clearances, approvals, consents and no objection certificates;

18. At the cost of the Owners, to take such steps as to ensure that the representations and assurances offered by the Owners in the Collaboration Agreement are true, complete and accurate;
19. To pay/challenge all demands of taxes, cesses, charges etc. and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the Commercial Complex or the said Land to the authorities concerned;
20. To appoint and execute any further Power of Attorney(s) empowering the attorney(s) to do acts and things as mentioned in this Power of Attorney;
21. To do generally all other acts and things as are necessary or required to be done for the development, construction, completion and sale of the entire built up and unbuilt areas of the Commercial Complex on the said Land;
22. To file / defend any suit, proceedings, civil, revenue, taxation or criminal before any court/officer/authority and to prosecute / defend any such action in the original stage or in appeal, revision etc. up to the highest court or tribunal. The Developer is entitled to engage counsel, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the said Land and the entire built/ unbuilt areas thereon, to execute a decree, to obtain possession, appoint arbitrator or commission, to appear before him. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of the said Land and entire built/ unbuilt areas thereon referred to above.
23. To do all such acts, deeds and things as the Developer deems fit and proper and which are necessary and incidental for utilization of the said Land for development, construction, completion and sale of the Commercial Complex as envisaged in the Collaboration Agreement.

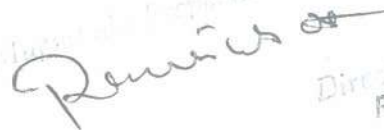
The Owners hereby agrees to confirm and ratify all and every act or thing done by the Developer within the scope of the authority conferred on the Developer and, in the name of and on behalf of the Owners under this Special Power of Attorney and the same shall be binding on the Owners as if done or executed by the Owners itself.

For Maenitude Properties Pvt. Ltd



Director

For



Director

For Everlike Builders Pvt. Ltd.



Director

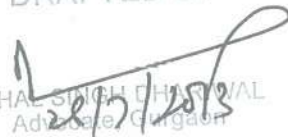


Capitalized terms used but not specifically defined herein shall have same meaning assigned to them in the Collaboration Agreement between the Parties.

The Common Seal of the Owners has been affixed hereto pursuant to the resolution passed by the Board of Directors on the 6th day of July, 2013, and these presents have been signed.

IN WITNESS WHEREOF the parties hereto have subscribed their hands on this 6th day of July, 2013.

DRAFTED BY


NIHAAL SINGH CHHAL
Advocate, Gurgaon

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/S MAGNITUDE PROPERTIES
PRIVATE LIMITED



Through the hands of Directors

For Magnitude Properties Pvt. Ltd. For Magnitude Properties Pvt. Ltd.

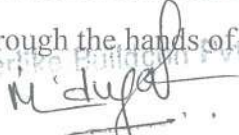
 

Mr. Rohtash Singh ^{Director} Mr. Shyoraj

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/S EVERLIKE BUILDCON
PRIVATE LIMITED

Through the hands of Authorised Signatory

For Everlike Buildcon Pvt. Ltd.



Mr. Mangi Lal Dugar ^{Director}

Director

1. Witness:




S. D. Arora
Advocate
District Courts, Gurgaon


C. L. ARORA
Advocate
Distt. Courts, Gurgaon

2. Witness:


Ashok Kumar Sharma
Advocate
Distt. Courts, Gurgaon



SCHEDULE A

DESCRIPTION OF THE LAND:

Land bearing Khewat / Khata No. 189, 190, Mustil No. 22 Killa No. 7/1(0-8), 14/2(3-0), 15(5-19), 16(8-0), 17/1(2-15), and Mustakil No. 23 Killa No. 20/1(1-19) total field 6 measuring 22 Kanal 1 Marla vide Mutation No. 2442 sanctioned on 20.12.2008 situated in the revenue estate of Village Hayatpur, Tehsil & District Gurgaon, Haryana.

For Magnitude Properties Pvt. Ltd.

For Magnitude Properties Pvt. Ltd.

[Handwritten Signature]

Director

Director

For Everlike Builders Pvt. Ltd.

[Handwritten Signature]

Director

[Handwritten Signature]





18365

342

No. 1806/

Dated 17/11/08

Certified under Section 42 of the Indian Stamp Act, 1889, that stamps duty of the amount of Rs. 826900 - (In words) Rs. Eight Lac. Twenty

Six thousand nine hundred and has been levied on this document and paid by Sh. M/s. Magnitude Properties Gurgaon

Through vide treasury challan No. 13 Dated 17/11/08 for sale deed 16537500 -

TREASURY OFFICER
GURGAON
17/11/08

1. किस्म वसीका	:	बयनामा
2. गांव/शहर का नाम	:	हयातपुर, गुडगाँव
3. रकबा	:	22 कनाल 1 मरला
4. मालियति	:	मुब0 1,50,00,000/-रूपये
5. स्टाम्प मालियति	:	मुब0 8,26,900/- रूपये
6. स्टाम्प सर्टिफिकेट नं0/तारीख	:	1806/17.11.2008
7. दस्तावेज पंजीकृत तारीख	:	18.11.2008
8. शब्द	:	300

मैसर्ज ओसकार लैण्ड एण्ड हाऊसिंग प्रा0 लि0 (361 भागा) व हिलीमण्डल लैण्ड एण्ड हाऊसिंग प्रा0 लि0. जे. 10/1, डी.एल.एफ. सिटी-11.80 माग 441

गुडगाँव, हरियाणा बजरिये अधिकृत प्रतिनिधि श्री संजय गुप्ता पुत्र श्री खेमचन्द निवासी हेलीमण्डली, पटौदी, जिला गुडगाँव बरूवे बोर्ड रेजूलेशन दिनांक 01.11.2008 की रूह से है। जो कि कम्पनी अराजी जरई खेवट/खाता नं0 189 व 190, मुस्ततील नम्बर 22, कीला नं. 7/1(0-8), 14/2(3-0), 15(5-19), 16(8-0), 17/1(2-15), व मुस्ततील नम्बर 23, कीला नम्बर 20/1(1-19), किता 6, रकबा 22 कनाल 1 मरला सालम, वाका सिवाना मौजा हयातपुर तहसील व जिला गुडगाँव की मालिका व काबिजा

Sangy



नं: 18365

दिनांक 18/11/2008

डीड संबंधी विवरण

का नाम SALE OUTSIDE MC AREA

जिल/सब-तहसील गुडगांवा

गांव/शहर हयातपुर

स्थित हयातपुर

भवन का विवरण

भूमि का विवरण

2 Acre 6 Kanal 1 Marla

धन संबंधी विवरण

16,537,500.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 826,900.00 रुपये

की राशि 826,900.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

रुपये

द्वारा: Karan Singh Joon, Adv.

प्रलेख आज दिनांक 18/11/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s Oskar Land

Housing Pvt. Ltd. श्री/श्रीमती/कुमारी Khem Chand निवासी J-10/1, dlf-II, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

द्वारा प्रस्तुतकर्ता

Sanjay

उप/सयुक्त पंजीयन अधिकारी

गुडगांवा

M/s. Oskar Land & Housing Pvt. Ltd. thru Sanjay Gupta (OTHER)

उक्त विक्रेताव श्री/श्रीमती/कुमारी thru:- Jitender Singh क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

पक्षों की पहचान श्री/श्रीमती/कुमारी Karan Singh Joon पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon

श्री/श्रीमती/कुमारी Amit Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Satbir Singh निवासी Dipalpur, Sonipat ने की।

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

दिनांक 18/11/2008



उप/सयुक्त पंजीयन अधिकारी

गुडगांवा

बरूवे बयनामा वसीका नम्बरान 25525 दिनांक 27.02.2006 व 25475 दिनांक 25.02.2006 पंजीकृत कार्यालय संयुक्त सब रजिस्ट्रार साहब, गुडगाँव व बयनामा वसीका नं० 23214 दिनांक 06.02.2007 पंजीकृत कार्यालय सब रजिस्ट्रार साहब, गुडगाँव व इंतकाल नम्बर 2383 मंजूर शुदा दिनांक 01.09.2008, व इंतकाल नम्बरान 1768, 1769 मंजूर शुदा दिनांक 11.04.2006 व इंतकाल नम्बर 2058 मंजूर शुदा दिनांक 07.05.2007 की रूह से है। जो कि उपरोक्त विकय रकबा ताहाल हर किस्म के भार से पाक व साफ है। इस पर किसी सरकारी या गैर सरकारी संस्था का कोई भार व कर्जा बकाया नहीं है। आज से पहले उपरोक्त रकबे की बाबत किसी दीगर शक्स के साथ कोई सौदा बय, पट्टा, रहन, तबादला आदि ना किया हुआ है और ना ही कोई कर्जा व लोन आदि लिया हुआ है, व ना ही उपरोक्त अराजी रकबे की बाबत कोई मुकदमा किसी भी अदालत में विचाराधीन है। ना ही कोई एक्वायर आदि का नोटिस मिला हुआ है, यानि हर प्रकार से पाक व साफ है। अब उपरोक्त बाया कम्पनी वास्ते तरक्की दीगर जायदाद व कम्पनी खर्च के लिए रूपयो की आवश्यकता है इसलिए आज कम्पनी के बोर्ड ऑफ डारेक्टरर्स की मिटिंग में डारेक्टरर्स की सहमति से बगैर किसी दबाव के अपनी मर्जी व खुशी से अपनी उपरोक्त अराजी रकबा 22 कनाल 1 मरले को मय हक हकूक दाखली व खारजी के बदले मुब० 1,50,00,000/-रूपये (एक करोड़ पचास लाख रूपये) आधे जिनके मुब० 75,00,000 /-रूपये होते हैं बदस्त : मैसर्ज मैग्नीटयूड प्रोपर्टीज प्रा० लि० 308-309, विपुल अगोरा बिल्डिंग, एम.जी. रोड, गुडगाँव, हरियाणा बजरिये श्री जितेन्द्र सिंह पुत्र श्री केहरी सिंह निवासी मकान नम्बर 1157, सैक्टर-15, सोनीपत, हरियाणा को बय व फरोक्त कतई कर दिया है। उपरोक्त कुल जरे बय मुब० मुब० 1,50,00,000/-रूपये (एक करोड़ पचास लाख रूपये) कुल कीमत बतफसील जैल वसुल पायें :

Amount	Cheque No.	Dated	Drawn on
1,50,00,000/-	007286	14.11.2008	Axis Bank Ltd., Gurgaon

Singay



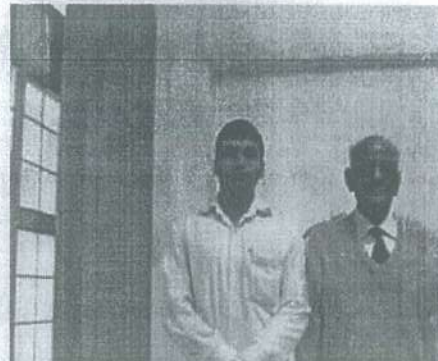
Co. Reg. Year Book No.
2008-2009 1



विक्रेता



क्रेता



गवाह

Signature: Soyy

Signature: Der Singh

Signature: An Singh Joon गवाह 2:- Amit Kumar [Signature]

प्रमाण-पत्र

किया जाता है कि यह प्रलेख क्रमांक 18,365 आज दिनांक 18/11/2008 को बही नः 1 जिल्द नः 9,753 के 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

18/11/2008

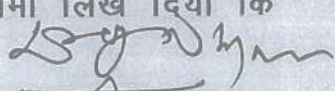
उप/सयुक्त पंजीकृत अधिकारी
गुडगांवा



18365
10969
894
18/11/08
बही नः 1
पृष्ठ 51-52 पर
118

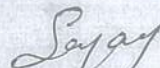
राज रजिस्ट्रार
गुडगांवा

कुल जोड़ मुब0 1,50,00,000/-रूपये (एक करोड़ पचास लाख रूपये) खरीदार कम्पनी से रोबरू गवाहान वसूल पा लिये है । अब कोई लेन देन बाजिम्मा खरीदार कम्पनी के बाकी नहीं रहा है। खरीदार कम्पनी को उपरोक्त रकबा 22 कनाल 1 मरला का कब्जा देकर अपने जैसा मालिक व काबिज बना दिया है, जैसे चाहे इस्तेमाल करे उजर नही होगा। दाखिल खारीज कागजात माल मे बाया कम्पनी दर्ज कराकर मन्जूर करा देंगी । अगर ना कराये तो खरीदार कम्पनी बजरिये बयनामा हजा दस्तावेज की रूह से खुद करा लेवे । तमाम खर्चा बयनामा खरीदार कम्पनी ने अपने पास से लगाया है। अगर उपरोक्त रकबा या इसका कोई हिस्सा किसी नुक्स कानूनी या मलकियत के सवाल पर कब्जा खरीदार कम्पनी से निकल जावेगा तो बाया कम्पनी वापसी कुल जरे बय मय हरजे वा खरचे की अदायगी की जिम्मेवार रहेगी। अब बाया कम्पनी व बाया कम्पनी के उत्तराधिकारी का उपरोक्त रकबे से कोई ताल्लुक व वास्ता किसी किस्म का नही रहा है। बाया कम्पनी और बाया कम्पनी के उत्तराधिकारी इस तहरीर के पाबन्द रहेगें। अतः यह बयनामा लिख दिया कि सनद रहे और समय पर काम आवें। तहरीर तारीख :


Karan Singh Joon
Advocate
Distt. Court, Gurugram (Haryana)

बाया कम्पनी

खरीदार कम्पनी

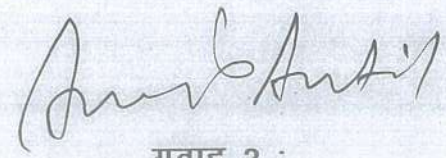

मैसर्ज ओसकार लैण्ड एण्ड हाऊसिंग प्रा0 लि0,
बजरिये श्री संजय गुप्ता

मैसर्ज मैग्नीट्यूड प्रोपर्टीज प्रा0 लि0
बजरिये श्री जितेन्द्र सिंह

गवाह 1 :


Karan Singh Joon
Advocate
Distt. Court, Gurugram (Haryana)

गवाह 2 :


अमीत कुमार पुत्र श्री सतबीर सिंह
निवासी गाँव दिपालपुर, तहसील
व जिला सोनीपत, हरियाणा





रजिस्टर इत्तकाल

रजिस्टर इत्तकाल गाँव टम/टपु नं० हदबस्त 114 तहसील 9 जिला गुडगाँव बर्क नम्बर

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
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श्रद्धाज जमाबन्दी गुजस्ता या आखरी बाकी इत्तकाल जिसकी तरमीम मतलुब है।

इन्दाज जदीद को अब कायम किया जाएगा

नम्बर/गाम	नं० खाला जमाबन्दी	नाम वरक या वार	सम्प मलाक व अहवाल	नाम कारतकार व अहवाल	नम्बर व नाला व रकबा	मामला या नाम	नम्बर खाला जमाबन्दी	नाम मलाक व अहवाल	नाम कारतकार व अहवाल	नम्बर व नाला व रकबा	नम्बर व नाला व रकबा	नम्बर व नाला व रकबा	नम्बर व नाला व रकबा	रिपोर्ट पटवारी या तसदीक गिरवाबर कायमगो
2442	189	श्री मलक व अहवाल अरिज 2.5.2383	गुजस्ता	22	7 59	मसजद मजरी गुजस्ता	7 59	मसजद मजरी गुजस्ता	गुजस्ता	7 59	7 59	7 59	7 59	Gunderbal 4/12/05
	190	श्री मलक व अहवाल अरिज 5.241	गुजस्ता	14 30	15 519	पोट डीग 50	15 30	पोट डीग 50	गुजस्ता	15 30	15 30	15 30	15 30	
		श्री मलक व अहवाल अरिज 361/41	गुजस्ता	16 8	17 215	विपुल अमान	16 8	विपुल अमान	गुजस्ता	16 8	16 8	16 8	16 8	
		श्री मलक व अहवाल अरिज 80/41	गुजस्ता	23	20 179	किल्डि एं. एं.	23	किल्डि एं. एं.	गुजस्ता	23	23	23	23	
		श्री मलक व अहवाल अरिज 80/41	गुजस्ता	6	6	श्री. से. गुजस्ता	6	श्री. से. गुजस्ता	गुजस्ता	6	6	6	6	



इस जगह से कटिय कि आसानी से जमाबन्दी के सात नली हो सके

