

भारतीय गैर न्यायिक

एक सौ रुपये

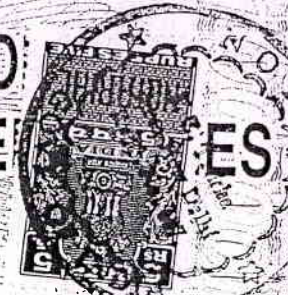
Rs. 100

रु. 100



सत्यमेव जयते

HUNDRE



ES

भारत INDIA  
INDIA NON JUDICIAL

दिल्ली DELHI

COLLABORATION AGREEMENT

A 421194

This agreement is made at New Delhi on this 01<sup>st</sup> day of FEB - 2006.

BETWEEN

M/s. And Shree Home Developers (P) Ltd. B-77 Ashoka Enclave-II, Faridabad (Haryana) through its Director (1) Yogesh Sharma S/o Sh. H. S. Sharma and (2) Mr. Harsh Kumar S/o Sh. Atam Parkash vide Resolution passed by all the directors vide resolution No. - Dated 01-02-2006. (Hereinafter called the "First Party") owners of land measuring approx 10.925 Acres ( 86 Kanals, 28 Marlas) at village Moja Mirtajapur, Sector-75 / 76, The. & Distt. Faridabad, Haryana as per the revenue records hereinafter referred to as the said land.

AND

M/s. Swatantra Land & Finance Pvt. Ltd. through its Director Sh. Ajay Madan S/o Sh. V. K. Madan having its registered office address at M-95, Front Basement, G.K.-II, New Delhi-48. (Hereinafter, called the "Second Party").

**PHOTO COPY ATTESTED**

28 JUL 201

The expression of the terms the "First Party" and "Second Party" wherever they occur in the body of this agreement shall mean and include themselves, their legal member and their

heirs, successor, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatees(s), probate(s), nominees and assignee(s).

For Swatantra Land & Finance (P) Ltd. Director For SLE ANUSHREE APARTMENTS Director



That the Second Party has previous experience and repute in development of large projects and hence the First Party has approached the the Second Party for collaborating & developing this project. The ownership of the entire land vests with the First Party. Further investment required for all development, expenses of construction, expenses of sale, licencing, Misc. expenses will be in the ratio of percentage already decided in M.O.U. dated 01.02.2006, between the parties. All profit and loss will also be as per the decided ratio mentioned in this M.O.U.

AND WHEREAS the First Party has represented that the said property is free from all sorts of encumbrances charges, liens, claims, lease, prior agreements etc. and except the First Party no other owner has full power and authority to enter into this agreement.

That the First Party hereby further assures, represents and covenants with the builder as follows:

- a) That the said First Party assures, represents and covenants with the Second Party as follows - That there is no Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, Legal Flaw, Claims, Prior Agreement to Sell, Loan, surety, security, loan, court injunction or litigation, Litigation, Stay Order, Charges, family or religious, dispute Acquisition etc.
- b) That there is no order of attachment by the Income tax authorities or any other authorities under law for the time being in force or by any other authority.
- c) That there is no legal impediment or bar whereby the First Party can be prevented from selling, transferring or entering into any contract with any For Another House Dev. Pvt. Ltd. builders, financiers or contractors etc.

For Another House Dev. Pvt. Ltd.  
Director

Contd. 3/-

For Swatantra PHOTO COPY TESTED

29 JUL 2011  
Director

Notary Faridabad (Haryana)



- d) That the First Party is in exclusive peaceful vacant physical possession of the said property and no other person or party has any right, title, interest or share therein.

That in case any of the representations/assurances made by the First Party is found to be untrue if the whole or any portion of the said land is ever taken away or goes out from the possession of the First Party on account of any legal defect in the ownership and title of the First Party's land then the First Party will be liable and responsible to make good the loss suffered by the Second Party and shall keep the Second Party saved harmless and indemnified against all such cost, damages, losses, suffered by the Second Party.

And whereas the First Party and the Second Party have agreed to develop the said land by the improving the status of the land into the Group Housing project for which the Second Party will obtain a licence under their company's name as they have repute & have developed exempted colonies in the State of Haryana. Hence, this agreement has been mutually entered and executed between the First Party and the Second Party on the terms and conditions, appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER

- 1) That the subject matter of this agreement between the parties is the existing property being a village Moja Miriajapur, Faridabad measuring 10.925 acres (86 Kanal, 38 Morcha) of ~~Plot No. 14~~ **Plot No. 14**, Faridabad, Haryana.

~~For Anubhava House Dev. Pvt. Ltd.~~ **For Anubhava House Dev. Pvt. Ltd.**

*[Signature]*  
Director

Contd. 4/-

*[Signature]*  
Director

~~For Swatantra Land & Finance (P) Ltd.~~

*[Signature]*  
Director  
PHOTO COPY ATTESTED

Notary Faridabad (Haryana)



13 JUL 2011



2) The Second Party shall develop the said land into Group Housing Project and to get all the permission and obtain license in their company's name i.e. Swatantra Land & Finance Pvt. Ltd from Director Town & Country Plannig, Haryana (Chandigarh), and the other concerned authorities of Haryana for which the following amount shall be paid and born jointly by First Party and Second Party as per ratio outlined in the M.O.U. between the parties dated 01.02.2006..

- a) License fees
- b) EDC charges
- c) Sanctions of plans
- d) Conversion charges
- e) Scrutiny Fees
- f) Service charges
- g) Security Bank guarantees for internal development work (IDW) and the external development work including internal development charges and work

3) That the Second Party will get the F.A.R. of 1/3 including all the built up & unbuilt and open area of developed land.

4) That the First Party shall authorize the nominee of the Second Party with a special power of attorney registered in the name of the nominee required to apply for necessary sanctions and permissions, approvals, to the authority or authorities concerned and co-operate with the Second Party in obtaining such or all other permission, approvals from the authorities as may be necessary or required for ensuring the due execution of the proposed work of development and construction of the proposed Group Housing Project. The S.P.A. may also be executed and registered by any one or two of the executive members duly authorized by the

First Party Executive Committee's Resolution  
For Anusree Home Dev. Pvt. Ltd. For Anusree Home Dev. Pvt. Ltd.

PHOTO COPY ATTESTED

Director

Director

Swatantra Land & Finance Pvt. Ltd.

Notary, Faridabad (Haryana)

Director



- 5) That the First Party has handed over the peaceful vacant physical possession of the land 10.925 acre ( 86 Kanals, 28 Marlas) land at village Mirtajapur Faridabad (Haryana)
- 6) The Second Party shall have the right to appoint any contractor, sub-contractor, agent etc. for the purpose of entire development work or any part thereof, but overall responsibility will be that of the Second Party.
- 7) The Second Party shall not be responsible for any delay in the completion of the development due to any unavoidable circumstances of act of nature. Incase of any delay in getting departmental permission both the parties shall do joint effort to get the same.
- 8) The First Party has got a resolution passed in their board meeting stating that the First Party in terms of resolution can enter into a collaboration agreement.
- 9) That the Second Party will be at liberty to manage as mutually agreed Anushree Apartments and fix the charge for maintenance and parking under a separate company under the ~~collaboration~~ maintenance contract of the Second Party.
- 10) The Second Party shall develop the Project as per the rules & regulations or HUDA/MCF/Director Town & Country Planning, Haryana (Chandigarh) or any other Govt./Semi Govt. Agencies.

For Anushree House Dev. Pvt. Ltd.

Director

Director

Contd. 6/-

For Swatantra Land & Finance Pvt. Ltd.

PHOTO COPY ATTESTED

Director

Notary Faridabad (Haryana)



29 JUL 2017

11) In case of any increase & decrease in the same land area, it would be adjusted in proportion of the percentage decided as per the M.O.U. between the parties dated 01.02.2006.

12) That in case there is any accident or claim from anyone including any injuries suffered by any labours during the development, the parties will be jointly responsible for their payment of claims under the workmen compensation act or any other act in force, in the ratio of profit and loss decided as per the M.O.U. between the parties dated 01.02.2006.

13) That the First Party and Second Party will be open a New A/c in a Bank. Both the parties agreed that one sign each by the Both of parties in a Bank A/c.

14) That the ~~Second~~ Party has paid a sum of Rs.30 Lacs as security deposit against the above-mentioned land to be developed as Group Housing. This security deposit (non interest bearing) shall remain with the FIRST Party till the completion of the Project and will be refunded to the ~~Second~~ Party once the Project is completed.

In case the said Project is abandoned due to any reason then the FIRST Party would sell the land and the pay the market price of 1/3rd of the total land holding to the ~~Second~~ Party.

In case the said land comes under acquisition by any Govt./Semi-Govt. Authority/ Agency, the ~~Second~~ Party will be entitled to receive the compensation for 1/3<sup>rd</sup> of the total land holding. This will be paid to the ~~Second~~ Party by the FIRST Party. The ~~Second~~ Party will also be entitled to receive any enhancement in this compensation through any court of law.

for Anushree Home Dev. Pvt. Ltd.  
for Anushree Home Dev. Pvt. Ltd.

PHOTO COPY ATTESTED

Director

Contd. 2017  
Director

For Swatara: ~~Not a Financial Officer~~ (Plaintiff)

Director



- 15) The expenses for development & revenue of sale proceeds will be through the New Account opened namely Swatantra Land & Finance Pvt. Ltd.-A/c Anushree Appts. at Indian Overseas Bank, Greater Kailash -II, New Delhi -110048
- 16) The both the Parties will be responsible for obtaining completion/occupancy certificate from HUDA &/or any other authorities.
- 17) The both the Parties will be responsible for covering the risk against fire and allied perils including natural calamities and legal liabilities for the structure and / or installation and/or workman and employees etc at his cost. The both the Parties will cover the insurance policy.
- 18) The both the Parties will be responsible for all kind of sales tax, income tax, provident fund and any other statutory taxes applicable from time to time in the ratio of investments finalized in the M.O.U. dated 01.02.2006
- 19) That this ~~Contract~~ Agreement has taken place at Delhi and as such Delhi court shall have exclusive jurisdiction to entertain any dispute arising out in any way touching or concerning this deed.
- 20) That all disputes that may arise between the Parties with respect to the Agreement or its terms or interpretation thereof, or its performance and execution shall be decided by reference to arbitration by single Arbitrator to be appointed by the parties jointly.

For Anushree Home Dev. Pvt. Ltd.

For Anushree Home Dev. Pvt. Ltd.

Contd. 8/-

*[Signature]*  
Director

PHOTO COPY ATTESTED *[Signature]*  
Director

For Swatantra Land & Finance (P) Ltd.

Notary Faridabad (Haryana)

*[Signature]*  
Director



29 JUL 2011

IN WITNESS WHERE OF both the Parties have signed this agreement at New Delhi on the date first mentioned above in the presence of the following witnesses:

WITNESSES *Address*

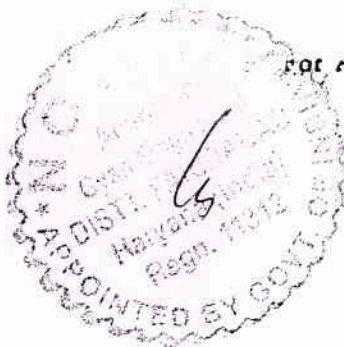
FIRST PARTY

1.

Anushree Home Developers (P) Ltd.  
for Anushree Home Dev. Pvt. Ltd.  
B-77 Ashoka Enclave-II, Faridabad

*[Signature]*  
Director

2.



(1) Sh. Yogesh Sharma  
for Anushree Home Dev. Pvt. Ltd.  
(DIRECTOR)

*[Signature]*  
Director

(2) Sh. Harsh Kumar  
(DIRECTOR)

SECOND PARTY

M/s Swatantra Lands Finance (P) Ltd  
M-95, Front Basement, G. E. - II,  
New Delhi-110048.  
for Swatantra Land & Finance (P) Ltd.

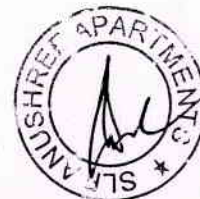
*[Signature]*  
(1) Sh. Ajay Madan Director  
(DIRECTOR)

ATTESTED  
NOTARY PUBLIC  
NEW DELHI

PHOTO COPY ATTESTED

Notary Faridabad (Haryana)

- 7 FEB 2006



29 JUL 2011

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES



भारत INDIA  
INDIA NON JUDICIAL

दिल्ली DELHI

MEMORANDUM OF A.O.P.

C 777927

This Memorandum of Association of Persons is made at New Delhi on this 1<sup>st</sup> day of May, 2007

BETWEEN

M/s Anushree Home Developers (P) Ltd., having its registered office at B-101, Durga Vihar, Devli Road, Khanpur, New Delhi-110062, through its Directors (1) Mr. Yogesh Sharma, S/o Mr. H.S. Sharma and (2) Mr. Harsh Kumar S/o Mr. Atam Parkash vide Resolution passed by all the directors on April 30, 2007 (hereinafter called the First Party)

AND

M/s Swatantra Land & Finance Pvt. Ltd. through its Directors (1) Mr. V.K. Madan s/o Late Mr. Tej Bhan Madan and (2) Mr. Ajay Madan S/o Mr. V.K. Madan, having its registered office at M-95, Lower Ground Floor, Greater Kailash-II, New Delhi -110048 vide Resolution passed by all the directors on April 30, 2007 (hereinafter called the Second Party).

The expression of the terms "First Party" and "Second Party" wherever they occur in the body of this agreement shall include their legal heir(s), representative(s), successor(s), administrator(s), executor(s), transferee(s), beneficiary(ies), legatee(s), probate(s), nominee(s) and assignee(s).

Whereas the parties of the First and Second Party mentioned above, were initially working under a Collaboration Agreement of development of land as "Group Housing" which was executed on 1<sup>st</sup> February, 2006, on the following terms and conditions:

PHOTO COPY ATTESTED

Notary Farid Ahmed Khan

For SLF ANUSHREE APARTMENTS

Authorised Signatory

1. That the land being developed is measuring approx 10.925 Acres (86 Kanals, 28 Marlas) at Village Moja Mirtjapur, Sector 75-76, Tehsil & Distt. Faridabad, Haryana, as per the revenue records, hereinafter referred as the said land, which was free from all sorts of encumbrances, prior agreement, gift, mortgage, Will etc..
2. That the profit and loss of this project will be distributed between the Parties as below:
 

a)	First Party	Anushree Home Developers Pvt. Ltd.	2/3rd
b)	Second Party	Swatantra Land & Finance Pvt. Ltd.	1/3rd
3. That the First party will invest 70% of the total cost of the project and Second party will invest 30% of the total cost of the project.
4. That the Second party has paid to the First party a sum of Rs.30 lacs (Rupees Thirty Lacs only) as its share of the investment in land made by the First party in the above mentioned land to be developed.
5. That both the Parties have furnished 25% Bank Guarantees as required by L.O.I. on account of Internal Development works of Rs.79,46,000/- (Rupees Seventy Nine Lacs Forty Six Thousand Only) vide Bank Guarantee No.58/06 dated 06/11/2006 & on account of External Development works Rs.2,59,31,000/- (Rupees Two Crores Fifty Nine Lacs Thirty One Thousand Only) vide Bank Guarantee No.59/06 dated 06/11/2006, both from Punjab & Sind Bank, Green Park, New Delhi -110016, against which the original title deed of the property are mortgaged with the Punjab & Sind Bank, Green Park, New Delhi-110016.
6. That in case the said project is abandoned due to any reason or comes under acquisition by the Government then the First Party shall pay 1/3<sup>rd</sup> of total market price/compensation of total land holding to the Second party.
7. That the said land is registered in the name of M/s Anushree Home Developers Pvt. Ltd. and S.P.A. has been given to Mr. V.K. Madan, Managing Director of the Second Party for obtaining the necessary sanctions, permissions and licences and all work was to be carried out in the name of Second party.
8. That a separate Bank account was to be opened and operated for this project in the name of "Swatantra Land & Finance Pvt. Ltd.- A/c Anushree Apartments" by a minimum of two signatories - one from each party - and all the expenses and revenue was to be routed through this account.
9. That all the expenses for execution and registration of the Collaboration agreement was to be born by both the parties in the ratio of investment percentage agreed upon.
10. That the Second party had the right to appoint any contractor, sub-contractor, agent, etc. for the purpose of entire development work and overall responsibility was that of the Second party.
11. That the Second party was at liberty to manage, as mutually agreed, SLF - Anushree Apartments and fix the charges for maintenance and parking under a separate company under the control of the Second party.

*Yashpal*

*Harsh*

Notary Public (Haryana)

29 JUL 2011



12. That both the parties were to be responsible for all kinds of risk and Statutory dues i.e. Income tax, VAT/Sales Tax, Service Tax, Fringe Benefit Tax, Provident Fund etc. in the ratio of investment agreed upon.

AND Whereas to simplify and to make it technically and economically feasible, both parties (hereinafter referred to as "Members") have decided to transfer the above said Collaboration agreement into an Association of Persons (AOP) with the following terms and conditions so as to avoid any possible dispute in future:

**NOW THIS AGREEMENT WITNESSETH AS UNDER**

1. That the A.O.P. shall be deemed to have commenced w.e.f. 1<sup>st</sup> day of May, 2007.
2. That the business shall be carried on under the name and style of "SLF-Anushree Apartments" and/or such other name(s) as both the Members may mutually decide from time to time.
3. That the Group Housing shall be developed by the AOP under the name and style of "SLF-Anushree Apartments".
4. That the business of the A.O.P. shall be carried on at M-95, Lower Ground Floor, Greater Kailash -II, New Delhi -110048 or such other place(s) as may be mutually decided by the Members from time to time.
5. That the ratio of profit and loss of this project will be the same as mentioned in Collaboration agreement executed on February 1, 2006, i.e.:-
  - a) Anushree Home Developers Pvt. Ltd. 2/3rd
  - b) Swatantra Land & Finance Pvt. Ltd. 1/3rd
6. That the ratio of investment will be the same as mentioned in Collaboration agreement executed on February 1, 2006, i.e.:-
  - a) Anushree Home Developers Pvt. Ltd. 70%
  - b) Swatantra Land & Finance Pvt. Ltd. 30%
7. That the Bank account already opened for this project in the name of "Swatantra Land & Finance Pvt. Ltd. = A/c Anushree Apartments" will be closed and a new account will be opened in the name of "SLF-Anushree Apartments" which will be jointly operated by both the Members of the AOP.
8. That the A.O.P. shall maintain regular books of accounts which shall be opened for inspection to all the Members, at all reasonable times, who can also take copies thereof, personally or through their authorized representative(s). The first accounting year of the AOP shall end on 31<sup>st</sup> March of every year and this AOP will also comply with all the statutory requirements of different departments such as Income Tax, VAT/Sales Tax, Service Tax, Provident Fund etc.
9. That the AOP shall develop the Project as per the rules and regulations of HUDA/MCF/Director, Town & Country Planning, Haryana (Chandigarh) or any other Government/Semi-government agencies.

Notary Faridabad (Haryana)

JUL 2017



10. That in case there is any accident or claim from anyone including any injuries suffered by any labours during the development, the parties will be jointly responsible for their payment of claims under the Workmen Compensation Act or any other act in force, in the ratio of investment decided as per the M.O.U. between the parties on 01<sup>st</sup> February, 2006.
11. That the Members/AOP will be responsible for obtaining completion/occupancy certificate from HUDA and/or any other authorities.
12. That the Members/AOP will be responsible for covering the risk against fire and allied perils including natural calamities and legal liabilities for the structure and/or installation and/or workman and employees etc. at its cost.
13. That all disputes that may arise between the Members with respect to the Agreement or its terms or interpretation thereof or its performance and execution shall be decided by reference to arbitration by single Arbitrator to be appointed by both the Members of the AOP.
14. That the Courts at New Delhi shall have the jurisdiction to entertain any dispute that may arise between the Members to this Agreement.
15. That all the terms and conditions specified in this A.O.P. will supercede previous Memorandum of Understanding and Collaboration Agreement.

In faith and testimony, the parties have set their hands to this Agreement at New Delhi on the day, month and year first above written in presence of the following witnesses:

**WITNESSES:**

1.

*Ran Arora*  
S/o Lt Sh. Jaihar Lal  
C-48, Madangir,  
New Delhi

**FIRST PARTY/MEMBER**

Anushree Home Developers (P) Ltd.

(1) Yogesh Sharma  
(Director)

(2) Harsh Kumar  
(Director)

2.

*Sandeep Bhandari*  
S/o Sh. Tejraj Bhandari  
F-5/10, Kirti Vihar  
opp. Bunkar  
Uttam Nagar NDS-9.

**SECOND PARTY/MEMBER**

Swatantra Land & Finance (P) Ltd.

(1) V.K. Madan  
(Managing Director)

(2) Ajay Madan  
(Director)

PHOTO COPY ATTESTED



ATTESTED

NOTARY PUBLIC  
DELHI (INDIA)

19 JUL 2017  
- 4 MAY 2007

Colonizers, Financers & Traders

EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SWATANTRA LAND & FINANCE PVT. LTD. HELD AT THE REGISTERED OFFICE OF THE COMPANY AT M-95, FRONT BASEMENT, GREATER KAILASH-II, NEW DELHI, ON MARCH 30, 2007 AT 11.00 A.M.

The Board was informed that the Company and Anushree Home Developers Pvt. Ltd., had executed a Collaboration Agreement to put up a group housing on the land owned by Anushree Home Developers Pvt. Ltd. and that there is a need to execute the said project through an AOP, being created by the two parties.

After careful consideration, it was unanimously resolved as under:

"That the said project being executed by the Company and Anushree Home Developers Pvt. Ltd., in the name of "SLF-Anushree Apartments" be now executed under an AOP, being created by Anushree Home Developers Pvt. Ltd. along with the Company, though the major components of the Collaboration agreement have remained unchanged while agreeing to restructure the said project in the name of the AOP".

"Further resolved that Mr. Ajay Madan and Mr. V.K. Madan, Directors of the Company, be and are hereby authorized to create the said AOP and become a Member thereof in terms of the draft of the Memorandum of AOP placed before the Board".

For Swatantra Land & Finance (P) Ltd.

For Swatantra Land & Finance (P) Ltd.

DIRECTOR

Mg. Director

Director

PHOTO COPY ATTESTED

Notary Faridabad (Haryana)



29 JUL 2007

Head Office : M-95, Lower Ground Floor, Greater Kailash - II, New Delhi - 110 048, Phones : 29214965, 29218126, Fax : 29214288  
E-mail : slf@airtelbroadband.in www.slf.in

Branch Office : Plot No. 317, 318, Indraprastha Colony, Sector - 30-33, Faridabad, Haryana, Tel : 95129 - 2278377



# Anushree Home Developers Pvt. Ltd.

Office : B-77, Ashoka Enclave-II, Sector-37, Faridabad Tel. : 91-5278791  
Site Office : 297, Indraprastha Colony, Sector-33, Faridabad Tel. : 91-5272462, 5276486

EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ANUSHREE HOME DEVELOPERS PVT. LTD. HELD AT THE REGISTERED OFFICE OF THE COMPANY AT B-101, DURGA VIHAR, DEVL ROAD, KHANPUR, NEW DELHI-110062, ON MARCH 30, 2007 AT 11.00 A.M.

The Board was informed that the Company and Swatantra Land & Finance Pvt. Ltd., had executed a Collaboration Agreement to put up a group housing on the land owned by the Company and that there is a need to execute the said project through an AOP, being created by the two parties.

After careful consideration, it was unanimously resolved as under:

"That the said project being executed by the Company and Swatantra Land & Finance Pvt. Ltd., in the name of "SLF-Anushree Apartments" be now executed under an AOP being created by Swatantra Land & Finance Pvt. Ltd. along with the Company, though the major components of the Collaboration agreement have remained unchanged while agreeing to restructure the said project in the name of the AOP."

"Further resolved that Mr. Yogesh Sharma and Mr. Harsh Kumar, Directors of the Company, be and are hereby authorized to create the said AOP and become a Member thereof in terms of the draft of the Memorandum of AOP placed before the Board".

For and on behalf of Board

  
(Yogesh Sharma)  
Director

  
(Harsh Kumar)  
Director



PHOTO COPY ATTESTED

Notary Faridabad (Haryana)

JUL 2007



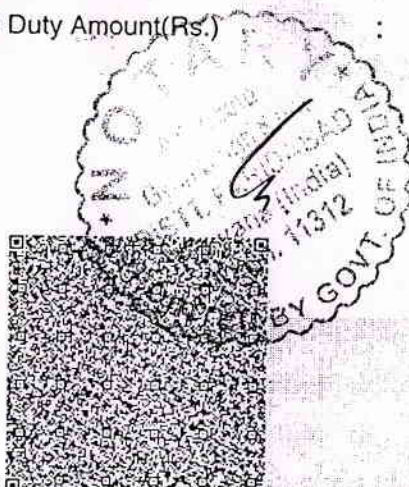
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL84204937005828N  
 Certificate Issued Date : 25-Mar-2015 01:42 PM  
 Account Reference : IMPACC (IV)/dl700803/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL70080365305347456595N  
 Purchased by : SLF ANUSHREE APARTMENTS  
 Description of Document : Article Others  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SLF ANUSHREE APARTMENTS  
 Second Party : Not Applicable  
 Stamp Duty Paid By : SLF ANUSHREE APARTMENTS  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

29 JUL 2015

### AMENDED MEMORANDUM OF A.O.P / PARTNERSHIP

29 JUL 2015

This Amended Memorandum of Association of Persons / Partnership is made at Delhi on this 25<sup>th</sup> day of March, 2015 in pursuance to the Memorandum of A.O.P. executed on 1<sup>st</sup> May, 2007.

PHOTO COPY ATTESTED

Contd.....2..

For Swatantra Land & Finance Pvt. Ltd.

Reshma Khatun  
 Notary Public (Haryana)

For SLF ANUSHREE APARTMENTS

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shellegstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.  
 2. The onus of checking the legitimacy is on the users of the certificate.  
 In case of any discrepancy, please inform the Government of India.

Authorised Signatory

**BETWEEN**

ANUSHREE HOME DEVELOPERS (P) LTD, a Company registered under the Companies Act, 1956 and having its registered office at B-101, Durga Vihar, Devli Road, Khanpur, New Delhi-110062 through its directors Mr. Harsh Kumar Khatter S/o Late Sh. Atam Prakash and Mrs. Sangita Sharma W/o Late Sh. Yogesh Sharma vide Board Resolution passed by all the Directors on 18.03.2015 towards induction in A.O.P. & signing of this amended A.O.P. (hereinafter called to as the First Party).

**AND**

SWATANTRA LAND & FINANCE PRIVATE LIMITED a Company duly incorporated under the Companies Act. 1956 having its registered office at M-95, Lower Ground Floor, G.K. Part-II, New Delhi-110048, through its directors Mr. Ajay Madan S/o Late Sh. V. K. Madan and Mrs. Reshma Madan W/o Sh. Ajay Madan, vide Board Resolution passed by all the directors on 18.03.2015 towards induction in A.O.P. & signing of this amended A.O.P. (hereinafter called to as the Second Party).

The expression of the terms "First Party" and "Second Party" wherever they occur in the body of this agreement shall mean and include their legal heir(s), representative(s), successor(s), administrator(s), executor(s), transferee(s), beneficiary(ies), legatee(s), probate(s), nominees and assignee(s).

WHEREAS from the First Party, one Director of the Company namely Late Sh. Yogesh Sharma expired on 02.03.15 and on the place of Late Sh. Yogesh Sharma another director of the Company namely Mrs. Sangita Sharma W/o Late Sh. Yogesh Sharma has been admitted as a Member of this A.O.P./ Partnership Deed.

WHEREAS the Second Party have no objection if Mrs. Sangita Sharma W/o Late Sh. Yogesh Sharma is being admitted as a Member of this A.O.P./ Partnership Deed.

WHEREAS from the Second Party, one Director of the Company namely Late Sh. V.K.Madan expired on 10.01.15 and on the place of Late Sh. V.K.Madan another director of the Company namely Mrs. Reshma Madan W/o Sh. Ajay Madan has been admitted as a Member of this A.O.P./ Partnership Deed.

WHEREAS the First Party have no objection if Mrs. Reshma Madan W/o Sh. Ajay Madan is being admitted as a Member of this A.O.P./ Partnership Deed.

Whereas the parties of the First and Second Part mentioned above, were initially working under a Collaboration Agreement of development of land as "Group Housing" which was executed on 1<sup>st</sup> February, 2006, on the following terms and conditions:

Contd.....3..

For Swatendra Land & Finance Pvt. Ltd

PHOTO COPY ATTESTED

Reshma Madan

Director

Notary Faridabad (Haryana)



1. That the land being developed is measuring approx 10.925 Acres (86 Kanals, 28 Marlas) at Village Moja Mirtjapur, Sector 75-76, Tehsil & Distt. Faridabad, Haryana, as per the revenue records, hereinafter referred as the said land, which was free from all sorts of encumbrances, prior agreement, gift, mortgage, will etc..
2. That the profit and loss of this project will be distributed between the Parties as below:

a) First Party	Anushree Home Developers Pvt. Ltd.	70%
b) Second Party	Swatantra Land & Finance Pvt. Ltd.	30%
3. That the First Party will invest 70% of the total cost of the project and Second Party will invest 30% of the total cost of the project.
4. That the Second Party has paid to the First Party a sum of Rs.30.00 lacs (Rupees Thirty Lacs only) as its share of the investment in land made by the First Party in the above mentioned land to be developed.
5. That both the Parties have furnished 25% Bank Guarantees as required by L.O.I. on account of Internal Development Works of Rs.79,46,000/- (Rupees Seventy Nine Lacs Forty Six Thousand only) vide Bank Guarantee No.58/06 dated 06.11.2006 & on account of External Development Works of Rs.2,59,31,000/- (Rupees Two Crore Fifty Nine Lacs Thirty One Thousand only) vide Bank Guarantee No.59/06 dated 06.11.2006 both from Punjab & Sind Bank, Green Park Extn., New Delhi-110016 against which the original title deed of the property are mortgaged with the Punjab & Sind Bank, Green Park, New Delhi-110016. Further as per demand from the department the Parties have also furnished an additional Bank Guarantee of Rs.90.37 lacs vide Bank Guarantee No.0725/01/2014 dated 15/04/2014, on account of Internal Development Works from Indian Overseas Bank, M-82, Greater Kailash-II, New Delhi-110048.
6. That in case the said project is abandoned due to any reason or comes under acquisition by the Government then the First Party shall pay 30% of total market price/compensation of the total land holding to the Second Party.
7. That the said land is registered in the name of M/s Anushree Home Developers Pvt. Ltd. and S.P.A. had been given to Late Sh. V.K.Madan, Managing Director of the Second Party for obtaining the necessary sanctions, permissions and licenses and all work was to be carried out in the name of Second Party.
8. That a separate Bank Account was opened and operated for this project in the name of "Swatantra Land & Finance Pvt. Ltd.-A/c Anushree Apartments" by a minimum of two signatories – one from each Party and all the expenses and revenue was routed through this account.

PHOTO COPY ATTESTED

Contd.....4..

For Swatantra Land & Finance Pvt. Ltd.

*Restne Madan*  
Director  
Notary Faridabad (Haryana)

29 JUL 2011



9. That all the expenses for execution and registration of the Collaboration agreement was to be born by both the parties in the ratio of investment percentage agreed upon.
10. That the Second Party had the right to appoint any contractor, sub-contractor, agent etc. for the purpose of the development work and overall responsibility was that of the Second Party.
11. That the Second Party was liberty to manage as mutually agreed, SLF Anushree Apartments and fix the charges for maintenance and parking under separate Company under control of the Second Party.
12. That both the parties were to be responsible for all kinds of risk and statutory dues i.e. Income Tax, VAT/Sales Tax, Service Tax, Fringe Benefit Tax, Provident Fund etc. in the ratio of investment agreed upon.

AND Whereas to simplify and to make it technically and economically feasible, both parties (hereinafter referred to as "Members") have decided to transfer the above said Collaboration agreement into an Association of Person (AOP) with the following terms and conditions so as to avoid any possible dispute in future.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the A.O.P. was made and commenced w.e.f. 1<sup>st</sup> day of May, 2007.
2. That the business is being carried out under the name and style of "SLF - Anushree Apartments" and / or such other name (s) as both the Members may mutually decide from time to time.
3. That the Group Housing is being developed by the A.O.P. under the name and style of "SLF-Anushree Apartments".
4. That the business of the A.O.P. shall be carried on at M-95, Lower Ground Floor, Greater Kailash-II, New Delhi-110048 or such other place(s) as may be mutually decided by the Members from time to time.
5. That the ratio of profit and loss of this project will now be as follows;

a) First Party	Anushree Home Developers Pvt. Ltd.	70%
b) Second Party	Swatantra Land & Finance Pvt. Ltd.	30%

For Swatantra Land & Finance Pvt. Ltd.

For ANUSHREE HOME DEVELOPERS PVT. LTD.

Contd.....5..

PHOTO COPY ATTACHED

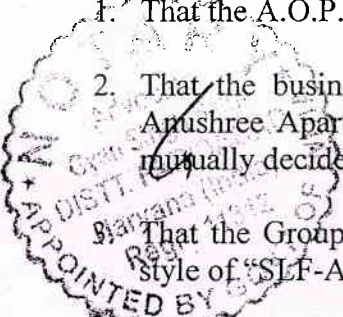
Notary Faridabad (Haryana)

23 JUL 2011



Reshma Nandan  
Director

Director



6. That the ratio of investment will be the same as mentioned in Collaboration agreement executed on February, 2006 i.e.:-

a) First Party	Anushree Home Developers Pvt. Ltd.	70%
b) Second Party	Swatantra Land & Finance Pvt. Ltd.	30%

7. That the Bank account already opened for this project in the name of "Swatantra Land & Finance Pvt. Ltd A/c Anushree Apartments" had been closed and a new account opened in the name of "SLF Anushree Apartments" which being operated by both the Members of the AOP and by a minimum of Three Signatories – Two from the First Party and one from the Second Party.
8. That the A.O.P. shall maintain regular books of accounts which shall be opened for inspection to all the Members, at all reasonable times, who can also take copies thereof, personally or through their authorized representative(s). The first accounting year of the AOP shall end on 31<sup>st</sup> March of every year and this AOP will also comply with all the statutory requirements of different departments such as Income Tax, VAT/Sales Tax, Service Tax, Provident Fund etc.
9. That the AOP shall develop the project as per the rules and regulations of HUDA/MCF/Director, Town & Country Planning, Haryana (Chandigarh) or any other Government/Semi-Government agencies.
10. That in case there is any accident or claim from anyone including any injuries suffered by any labours during the development, the parties will be jointly responsible for their payment of claims under the Workmen Compensation Act or any other act in force, in the ratio of investment decided as per the M.O.U. between the parties on 01<sup>st</sup> February, 2006.
11. That the Members/AOP will be responsible for obtaining Occupancy Certificate & Completion Certificate from HUDA and /or any other authorities.
12. That the Members/AOP will be responsible for covering the risk against fire and allied perils including natural calamities and legal liabilities for the structure and/or installation and/or workman and employees etc. as its cost.
13. That all disputes that may arise between the Members with respect to the Agreement or its terms or interpretation thereof or its performance and execution shall be decided by reference to arbitration by single Arbitrator to be appointed by both the Members of the AOP in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time.

For Swatantra Land & Finance Pvt. Ltd

Director

Reshma Nadin

For Swatantra Land & Finance Pvt. Ltd

29 JUL 2011



14. That the Courts at New Delhi shall have the jurisdiction to entertain any dispute that may arise between the Members to this Agreement.

15. That all the terms and conditions specified in this A.O.P. will supersede previous Memorandum of Understanding and Collaboration Agreement.

In faith and testimony, the parties have set their hands to this Agreement at New Delhi on the day, month and year first above written in presence of the following witnesses:

Signed sealed and delivered  
by the First Party/ Member

for & on behalf of M/s Anushree Home Developers Pvt. Ltd.

1. Mr. Harsh Kumar Khatter .....

FOR ANUSHREE HOME DEV. PVT. LTD.

2. Mrs. Sangita Sharma .....

Signed sealed and delivered  
by the Second Party/Member

for & on behalf of M/s Swatantra Land & Finance Pvt. Ltd.

1. Mr. Ajay Madan .....

for Swatantra Land & Finance Pvt. Ltd.

2. Mrs. Reshma Madan .....

for Swatantra Land & Finance Pvt. Ltd.

WITNESSES:

1.....

2.....

29 JUL 2011

Attested as Identified

PHOTO COPY ATTESTED

Notary Public Delhi (India)

Notary Faridabad (Haryana)

26 MAR 2015



EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SWATANTRA LAND & FINANCE PVT. LTD. HELD AT THE REGISTERED OFFICE OF THE COMPANY AT M-95, LOWER GROUND FLOOR, GREATER KAILASH-II, NEW DELHI -110048 AT 1.30 P.M. ON 18<sup>TH</sup> DAY OF MARCH, 2015.

"Resolved that based on Collaboration Agreement executed between the Company and M/s Anushree Home Developers Pvt. Ltd. on 01.02.2006, a Memorandum of A.O.P. was made on 01.05.2007 under the name & style of M/s SLF-Anushree Apartments" duly signed by Sh. V.K.Madan, Managing Director & Sh.Ajay Madan, Director of the Company and Sh. Harsh Kumar Khatter & Sh. Yogesh Sharma both Directors of M/s Anushree Home Developers Pvt. Ltd.

"Further resolved that due to sudden demise of Late Sh. V.K.Madan, Managing Director of the Company and then the demise of Late Sh. Yogesh Sharma, Director of M/s Anushree Home Developers Pvt. Ltd. the Memorandum of A.O.P. needs to be amended.

"Resolved further that Mrs. Reshma Madan, Director of the Company be inducted as a Member of AOP in "SLF Anushree Apartments" and we have no objection for Mrs. Sangita Sharma, Director of M/s Anushree Home Developers Pvt. Ltd. being inducted as a Member of AOP in "SLF Anushree Apartments"

"Further resolved that Sh. Ajay Madan, Managing Director & Mrs. Reshma Madan, Director of the Company be and are authorized to sign the Amended Memorandum of A.O.P. and other documents that may relate to the said purposes on behalf of the Company."

CERTIFIED TO BE TRUE COPY

For Swatantra Land and Finance Pvt. Ltd.

For Swatantra Land and Finance Pvt. Ltd.

(Ajay Madan)  
Director  
DIN :00169301

(Reshma Madan)  
Director  
DIN :02399246

PHOTO COPY ATTESTED

Notary Faridabad (Haryana)



29 JUL 2011

**SWATANTRA LAND & FINANCE PVT. LTD.**  
Head Office : M-95, Lower Ground Floor,  
Greater Kailash - II, New Delhi - 110048  
Ph.: 011-29214965, 29218126, 41436763  
Fax: 011-29214288  
E-mail : slf@airtelmail.in  
Website : www.slf.in  
Branch Office : Plot No. 317, 318, Indraprastha  
Colony, Sector - 30-33, Faridabad, Haryana  
Ph.: 0129 - 2278377



# Anushree Home Developers Pvt. Ltd.

Office : B-77, Ashoka Enclave-II, Sector-37, Faridabad Tel. : 91-5278791  
Site Office : 297, Indraprastha Colony, Sector-33, Faridabad Tel. : 91-5272462, 5276486

EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ANUSHREE HOME DEVELOPERS PVT. LTD. HELD AT THE REGISTERED OFFICE OF THE COMPANY AT B-101, DURGA VIHAR, DEVL I ROAD, KHANPUR, NEW DELHI -110062 AT 3.30 P.M. ON 18<sup>TH</sup> DAY OF MARCH, 2015.

"Resolved that based on Collaboration Agreement executed between the Company and M/s Swatantra Land & Finance Pvt. Ltd. on 01.02.2006, a Memorandum of A.O.P. was made on 01.05.2007 under the name & style of M/s SLF-Anushree Apartments" duly signed by Sh. Harsh Kumar Khatter & Sh. Yogesh Sharma both Directors of the Company and Sh. V.K.Madan, Managing Director & Sh.Ajay Madan, Director of the Company of M/s Swatantra Land & Finance Pvt. Ltd"

Further resolved that due to sudden demise of Late Sh. V.K.Madan, Managing Director of M/s Swatantra Land & Finance Pvt. Ltd. and then the demise of Late Sh. Yogesh Sharma, Director of M/s Anushree Home Developers Pvt. Ltd. the Memorandum of A.O.P. needs to be amended.

"Resolved further that Mrs. Sangita Sharma, Director of the Company be inducted as Member of A.O.P in "SLF Anushree Apartments" and we have no objection for Mrs. Reshma Madan, Director of M/s Swatantra Land & Finance Pvt. Ltd. being inducted as Member of A.O.P in "SLF Anushree Apartments".

PHOTO COPY ATTESTED

FOR ANUSHREE HOME DEV. PVT. LTD.

Notary Faridabad (Haryana)



29 JUL 2011



# Anushree Home Developers Pvt. Ltd.

Office : B-77, Ashoka Enclave-II, Sector-37, Faridabad Tel. : 91-5278791  
Site Office : 297, Indraprastha Colony, Sector-33, Faridabad Tel. : 91-5272462, 5276486

"Further resolved that Sh. Harsh Kumar Khatter Director & Mrs. Sangita Sharma, Director of the Company be and are authorized to sign the Amended Memorandum of A.O.P. and other documents that may relate to the said purposes on behalf of the Company"

CERTIFIED TO BE TRUE COPY

For Anushree Home Developers Pvt. Ltd.

(Harsh Kumar Khatter)

Director

For Anushree Home Developers Pvt. Ltd.

(Sangeeta Sharma)

Director



PHOTO COPY ATTESTED

29 JUL 2017

Notary Faridabad (Haryana)