

रजिस्ट्री संख्या २ (१९०)

रजिस्ट्री नुमांवा का

प्रमाणपत्र

प्रमाणपत्र देना चाहने वाले का नाम

प्रमाणपत्र की प्रतिलिपि करने वाले का नाम
और प्रतिलिपि की प्रतिलिपि

प्रमाणपत्र देना चाहने वाले का पता

प्रमाणपत्र की प्रतिलिपि और
प्रमाणपत्र की प्रतिलिपि

प्रमाणपत्र देना

प्रमाणपत्र देना, रजिस्ट्री नुमांवा और प्रमाणपत्र
प्रमाणपत्र की प्रतिलिपि का प्रमाण और प्रमाणपत्र

प्रमाणपत्र की प्रतिलिपि

रजिस्ट्री अधिकारी के हस्ताक्षर

Precision Realtors

8994

Sr. No.
 Amount
 Purpose

119 DEC 2012

ANIL KUMAR Stamp Vendor
 Panchayat Bhawan
 Gurgaon (Haryana)

K6 CCA



ADDENDUM TO MEMORANDUM OF UNDERSTANDING

P
2012

THIS ADDENDUM TO AGREEMENT / MEMORANDUM OF UNDERSTANDING (hereafter 'Agreement/MOU') is made and executed at Gurgaon on this 21st October, 2012 in continuation to original Memorandum of Understanding dated 27th August, 2010 and addendum of MOU dated 8th June, 2011, executed between all the parties herein, and shall constitute part and parcel of the original Memorandum of Understanding. This MOU is executed by and

BETWEEN

Precision Realtors Private Limited, a company incorporated under the Companies Act, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015, India (hereinafter referred to as the "**Precision/AUTHORIZED ASSET COMPANY**") (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns) **Party of the First Part**, represented herein by its authorized signatory Mr. Ashok Chaudhary.

Nikhil Kinna

Ashok

1

प्रलेख नः 22479

दिनांक 21/12/2012

<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर मेदावास
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 10.00 रुपये
स्टाम्प की राशि 10.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: C.L.Arora, Adv.

यह प्रलेख आज दिनांक 21/12/2012 दिन शुक्रवार समय 1:22:00PM बजे श्री/श्रीमती/कुमारी Precision Realtors पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 305, IIIrd Floor, KanchanHouse, Karampura Commercial Complex, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री Precision Realtors Pvt. Ltd. thru Nikhil Kinha(OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru:- Neeraj Panwar दावेदार हाजिर है। प्रस्तुत प्रलेख के दाय्यो 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 C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Subhasis Lahiri पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी J.N.Lahiri निवासी 926, Sec-40, 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 21/12/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

AND

Blue Planet Infradevelopers Private Limited, a company incorporated under the Companies Act and having its registered office at 40/16, East Patel Nagar, New Delhi-110008, India, (hereinafter referred to as the "**Blue Planet Infradevelopers /Land Holding Entity**", which shall mean and include its successors, administrator, attorney, nominees and permitted assigns) **Party of the Second Part**, represented herein by its Authorized Signatory Mr. Ashok Chaudhary. /Neeraj Panwar

AND

M/s Global Estate, company incorporated under the Companies Act and having its office at E47/2, Okhla Industrial Area, Phase-II, Delhi-110020, India, (hereinafter referred to as the "**Global Estate /Land Holding Entity**", which shall mean and include its successors, administrator, attorney, nominees and permitted assigns) **Party of the Third Part**, represented herein by its Authorized Signatory Mr. Ashok Chaudhary. /Neeraj Panwar

AND

Maderia Conbuild Private Limited, a company incorporated under the Companies Act and having its registered office at 304, Kanchan House, Karampura Commercial Complex, New Delhi-110015, India, (hereinafter referred to as the "**Maderia Conbuild /Land Holding Entity**", which shall mean and include its successors, administrator, attorney, nominees and permitted assigns) **Party of the Fourth Part**, represented herein by its Authorized Signatory Mr. Ashok Chaudhary. /Neeraj Panwar

Precision, Blue Plant, Global Estate & Madeira Conbuild Pvt. Ltd. hereinafter collectively shall be referred to as Parties and individually as Party.

Blue Plant, Global Estate & Madeira Conbuild Pvt. Ltd. shall hereinafter be called as Land Holding Entities.





पेशकर्ता



दावेदार



गवाह











उप / सयुक्त पंजीयन अधिकारी



WHEREAS:

- (A) Precision Realtors /Authorized Asset Company intends to construct and develop in collaboration with Land Holding Company commercial and residential projects in the revenue estate of village Dhumaspur and Maidawas Tehsil & District Gurgaon.
- (B) **Blue Planet** /Land Holding Entity of the Second Part is owner in exclusive possession of freehold agricultural land alongwith all vested rights and appurtenant proportionate interests, situated in the revenue estate of village Dhumaspur and Maidawas, Tehsil & District Gurgaon, the details whereof are fully described in the schedule annexed and marked hereto as **Annexure-'A'**.
- (C) **Global Estate** /Land Holding Entity of the Third Part is owner in exclusive possession of freehold agricultural land alongwith all vested rights and appurtenant proportionate interests, situated in the revenue estate of village Dhumaspur and Maidawas, Tehsil & District Gurgaon, the details whereof are fully described in the schedule annexed and marked hereto as **Annexure-'B'**.
- (D) **Madeira Conbuild** /Land Holding Entity of the Fourth Part is owner in exclusive possession of freehold agricultural land alongwith all vested rights and appurtenant proportionate interests, situated in the revenue estate of village Dhumaspur and Maidawas, Tehsil & District Gurgaon, the details whereof are fully described in the schedule annexed and marked hereto as **Annexure-'C'**.
- (E) The Authorized Asset Company and Land Holding Entities have agreed to jointly apply and obtain Licence, permissions, sanctions and approvals etc. for their land holdings as described in **Annexure A to C** (hereinafter referred to as "**Schedule Land**" total admeasuring **37.5125 acres (300 Kanal 02 Marla)** for the purpose of developing an integrated township, group housing, plotting, row houses/ independent floors/ residential colony/commercial/IT Park etc. and related developments (hereinafter



पेशकर्ता	Nikhil Kinha		
दावेदार	thru:- Neeraj Panwar		
दावेदार			
दावेदार			
गवाह	C.L.Arora		
गवाह	Subhasis Lahiri		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 22,479 आज दिनांक 21/12/2012 को बही न: 1 जिल्द न: 13,023 के पृष्ठ न: 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,591 के पृष्ठ सख्या 9 से 10 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये है ।

दिनांक 21/12/2012

उप/संयुक्त पंजीयन अधिकारी
गडगावा



has accepted the authorizations and agreed to act for and on behalf of Landholding Entities for this Purpose. For this purpose Land Holding Entities has with this MOU has passed resolution through its Board of Directors to authorize Authorized Asset Company.

3. The Authorized Asset Company and Land Holding Entity represent and warrant that:
 - a) Their respective holdings in the Schedule Land is free from charge, lien, mortgage, lease, tenancy, easement rights, adverse possession, customary rights, requisition, acquisition, equitable interest, assignment by way of security, conditional sales contract, loan, arrears, tax, outstanding, will, gifts, exchanges, security, agreement to sell, collaboration, Memorandum of Understanding, joint venture, court attachment, stay order, family disputes, trespassers, structures, transformers, squatters, option, security interest, liability, place(s) of worship, hazardous material, pollutants, underground/over head water tanks, pipelines and transmission lines, water body(ies), wells, or any other proceeding or encumbrance etc of any kind.
 - b) All outgoings with respect to the Schedule Land such as land revenue till the date hereof have been paid in full. However if any outstanding till the date of these presents is found it shall be promptly paid by the respective owner/Party.
 - c) There are no disputes, actions, claims or demands by/with any Party or owner or occupant of adjoining or neighboring land with respect to any easement, right or means of access to the Schedule Land or its use and occupation or in relation to any neighboring property or its use or occupation, nor are the Parties aware of any circumstance that may lead to the same and no notices affecting the Schedule Land has been given or received.
 - d) That, without prejudice to its obligations in terms of the preceding sub-clause, the Land Holding Company shall from time to time



execute/further authorize Authorized Asset Company or its appointed nominee, as may be required, interalia for change of land use of the Schedule Land, making applications, obtaining of requisite permissions, licenses and permits and submit or refund of fee for carrying on development over the Schedule Land of a colony commercial and/or residential and other types of real estate developments, demarcation, mutation of Schedule Land, etc.

- e) That the Parties to this MOU shall pay/contribute their respective share in proportion to their holding in the Schedule Land, for any fee, stamp duty, scrutiny fee, external development charge, internal development charge, licence fee or any other levy required to be paid or charged by Director, Town and Country Planning, Haryana or any other statutory/competent authority, as may be required for obtaining requisite permissions, licenses and permits for change of land use of the Schedule Land and for carrying on development of Proposed Project over the Schedule Land and other types of real estate developments and would accordingly receive share of profit/compensation in proportion of their holding in the Schedule Land.
 - f) Without prejudice to the forgoing, Parties hereto undertake to fully indemnify each other against all and any losses, costs, expenses suffered and/or incurred by the other due to any misrepresentation, defect in title of respective holding or due to any encumbrances over the respective holding in the Schedule Land or any of the above representation, warranty or undertaking being found incorrect, false or unfulfilled, at any time.
4. The Land Holding Entities has handed over the copies of ownership documents of its respective holdings in the Schedule Land to the Authorized Asset Company such as Sale Deeds, Jamabandis, Mutations, Khasra Girdawaris etc. and further undertakes to produce any further document or proof of ownership of the Schedule Land as may be required by the Authorized Asset Company, from time to time for purposes of obtaining license/CLU or any other approval or sanction





to be obtained from the regulatory authorities in Haryana and elsewhere.

5. The Land Holding Entities has agreed that the Authorized Asset Company may nominate or assign all and/or any of its rights and/or obligations under this Memorandum of Understanding to any third person(s)/ developer (s). Such nomination and/or assignment shall be binding on the Land Holding Entities.
6. That in the event of any flaw or defect in the title of the respective holding in the Schedule Land or for any other reason beyond the control of the Authorized Asset Company or any 'Force Majeure' circumstance, the Authorized Asset Company is unable to get the CLU/ License/ permission/ sanction for development of the Schedule Land as agreed herein, or this Agreement is rendered impossible of performance under any provision of law or direction of the State Govt. or any other statutory authority(ies) of the State Govt. or the Central Govt., any payments received by Authorized Asset Company from Land Holding Company, shall be refunded and paid back to the Land Holding Company within a period of one month upon receipt of such payments from statutory authorities, but without payment of any interest or compensation.
7. That the performance of the obligations by the Second Party hereto under this agreement shall be Schedule to "FORCE MAJEURE" conditions, such as, earthquake, lightning, civil commotion, war, enemy action or any other similar circumstance beyond the reasonable control of the Parties. In such an eventuality, the Second Party shall also be entitled to a reasonable extension of time corresponding to the period of delay.
8. That this Addendum to MOU shall in no manner be construed as creating any partnership or principal -agent relationship between the Parties.





9. That if any part of this Addendum to MOU is determined to be void or unenforceable, the said part shall be deemed to have been amended or deleted and the remaining provisions of this MOU shall remain operative provided those are capable of performance.
10. That any change, modification or alteration or any amendment, whatsoever, in this Agreement shall be made only with mutual written consent of the Parties hereto.
11. That all notices and letters shall be sent through Registered post Acknowledgement due to the other party at the address(es) first above written or at such duly notified change of address.
12. That all disputes and differences, arising out of or in connection with this Addendum shall be attempted to be resolved mutually through negotiations between the Parties failing which the same shall be referred to and decided by an Arbitrator to be appointed from the list of three Arbitrators suggested by the mutual consent of all the parties. The decision of the Arbitrator shall be final and binding on the Parties. The provisions of Arbitration & Reconciliation Act 1996 shall be applicable to such arbitration proceedings.
13. The authorized assets company shall be responsible for compliance of all the terms and conditions of licence provision under Act of 1975 & rule 1976 till the grant of final of compilation certificate to the said colony or relieved of the responsibility by the Director General, Town & Country Planning, Haryana whichever is earlier.
14. That this agreement shall not create the relationship of the partnership between the authorized asset company and the parties. This agreement shall be irrevocable and no modification/ alteration etc, in the terms and condition of this agreement can be undertaken, except after obtaining prior approval of the Director General, Town & Country Planning, Haryana.

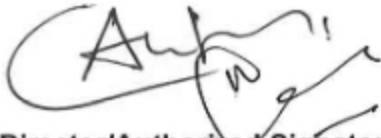




IN WITNESS WHEREOF, the Parties have caused this Addendum to MOU to be duly executed on the day, month and year first herein above written.

Drafted at St. No. 5603
G. L. ARORA
Advocate
Dist. Court, Gurgaon

For and on Behalf of:
For Precision Realtors Pvt. Ltd.



Director/Authorized Signatory

For and on Behalf of:
For Madeira Conbuild Pvt. Ltd.



Director/ Authorized Signatory

For and on Behalf of:
For Global Estate Pvt. Ltd.




Director/Authorized Signatory

For and on Behalf of:
For Blue Planet Indradevelopers Pvt. Ltd.



Director/ Authorized Signatory

Witnesses:

1. 
C. L. ARORA
Advocate
Dist. Court, GURGAON

2. Subhasis Lahiri
Subhasis Lahiri
S/o J.N. Lahiri
926, Sector 40
Gurgaon.

THE SEAL OF THE



Schedule of area to be licenced for M/s. Precision Realtors Pvt. Ltd. of villages
Dhumaspur & Maidawas, Tehsil & Distt. Gurgaon is as under:

1 land owned by M/s. Precision Realtors Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area	
			K	M
Dhumaspur	3	15/1	1	5
		15/2	6	7
	4	1	8	0
		10	8	0
	12	2	8	4
		3/2	3	14
		3/3	3	14
	3	5	8	0
	12	8/1	1	8
		8/2	6	12
		9	8	0
		10	3	12
		12	7	2
		13	8	0
		17	8	0
		18/1	4	0
		18/3	1	0
		24	7	11
	Total		102	9
Total Acres			12.806	

2 land owned by M/s. Blue Planet Infradevelopers Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area	
			K	M
Dhumaspur	3	6	8	0
Maidawas	69	25/2	0	16
	70	5	5	12
		6	3	9
	71	1	8	0
		2	8	0
		3/2	2	4
		9	3	11
		10	7	14
		11	1	7
		Total	48	13
Total Acres			6.081	

3 land owned by M/s. Madeira Conbulld Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area		
			K	M	
Dhumaspur	3	14/2	5	16	
		16	7	12	
		17	8	0	
		18	5	12	
		22	6	2	
		23	8	0	
		24	7	11	
		25	7	4	
Maldawas	68	21/2	7	16	
		22	8	0	
		23	5	10	
		71	3/1	1	0
		68	21/1	0	4
		69	25/1	0	16
		Total	79	3	
Total Acres			9.894		





4 land owned by M/s. Global Estates

Village	Rect. No.	Killa No.	Total Area	
			K	M
Dhumaspur	12	18/2	3	0
		19	3	18
		22	1	16
		23	7	11
		3	5	8
	13	Total	21	13
Total Acres			2.706	

5 land owned by M/s. Precision Realtors Pvt. Ltd. (299/964), M/s. Maderia Conbuild Pvt. Ltd. (617/964) and M/s. Global Estates (48/964) share

Village	Rect. No.	Killa No.	Total Area	
			K	M
Dhumaspur	12	3/1	0	4
		4	8	0
		5	8	0
		6	8	0
		15	8	0
		Total	32	4
		Total Acres		

6 land owned by M/s. Precision Realtors Pvt. Ltd. (161/964), M/s. Maderia Conbuild Pvt. Ltd. (755/964) and M/s. Global Estates (48/964) share

Village	Rect. No.	Killa No.	Total Area	
			K	M
Dhumaspur	12	7	8	0
		14	8	0
		Total	16	0
		Total Acres	2.000	
		Grand Total	300K - 2M	
		Area in Acres	37.5125	

Auth