

Exchange Deed



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 19/05/2017

Certificate No. A0S2017E90



Stamp Duty Paid : ₹ 1631900  
(Rs. Only)

GRN No. 27238435



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Haryana Urban development Authority

H.No/Floor : Na

Sector/Ward : 7

LandMark : Na

City/Village : Ambala

District : Ambala

State : Haryana

Phone: 9915107798



**Buyer / Second Party Detail**

Name : Vatika One india next Pvt ltd

H.No/Floor : 621a

Sector/Ward : Na

LandMark : Nehru place

City/Village: New delhi

District : Delhi

State : Delhi

Phone : 9910094431

Purpose : Exchange Deed to be executed between HUDA and Vatika One India Next Pvt Ltd

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website <https://egrashry.nic.in>

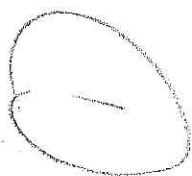
**EXCHANGE DEED**

Village	Sonda
Tehsil & District	Ambala
Area	37 Kanal 6 Marla Or 4.66 Acres
Area	0 Kanal 0 Marla
Value	Rs. 2,33,12,500/-
Stamp Duty	Rs. 16,31,900/-
Stamp No. & Dated	A0S2017E90/19-05-2017

ESTATE OFFICER,  
HUDA, AMBALA,

For VATIKA LIMITED

Authorised Signatory



This Exchange Deed is executed at Ambala on this \_\_\_\_ day of May, 2017.

By and Between

Haryana Urban Development Authority, a statutory authority constituted under the Haryana Urban Development Authority Act, 1977, having its Head Office at Panchkula, Haryana and a Haryana Urban Development Authority office at Sector-7 Ambala acting through its Estate Officer (here in after referred to as "HUDA" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest) of the FIRST PARTY, *Through Authorised Signatory Mr. Ramesh Rango. AS DE, Noida on 15/5/17*

AND

M/s Vatika One India Next Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Flat No. 621-A, 6<sup>th</sup> Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019 and Corporate office at Vatika Triangle, 7<sup>th</sup> Floor, Sushant Lok Phase-I, M. G. Road, Gurgaon-122002, through its authorized signatory Mr. Hardeep Singh Dhanoa/ S. M. Joshi, vide Board Resolution dated June 8, 2016 referred to as "Owner" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors-in-interest and assign) of the SECOND PARTY

AND

M/s Vatika Limited, a Company incorporated under the Companies Act, 1956 and having its registered office and Corporate office at Vatika Triangle, 4<sup>th</sup> Floor, Sushant Lok, Phase I, Block A, Mehrauli - Gurugram Road, Gurugram - 122002 through its authorized signatory Mr. Hardeep Singh Dhanoa/ S. M. Joshi, vide Board Resolution dated June 8, 2016 referred to as "Developer / Confirming Party" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors-in-interest and assign) of the THIRD PARTY

Whereas Second Party Vatika One India Next Pvt. Ltd. (previously known as Alaska Construction Pvt. Ltd.) and few individuals land owners in association with Third Party Vatika Ltd. (previously known as Vatika Landbase Pvt. Ltd.) got License No. 256 of 2007 dated 07.11.2007 for land admeasuring 152.304 Acres in Villages Jandali, Kanwali, Sarai Mehdood and Sonda, Sector 23, District Ambala for development of Residential Township. Later on the transfer permission of the license bearing License no. 256 of 2007 for the individual land owners share was obtained on 11.12.2008 vide Memo no. 5 DP-III-2008/C-1269/11942 and the sale deeds were executed vide vatika no. 2341, 5986, 5392, 3011, 3010, 4308, 1768, 1066 and vide mutation no. 556, 12111, 11631, 492, 11440, 595, 600 & 11718 in favour of M/s Alaska Construction Pvt. Ltd. (now known as M/s Vatika One India Next Pvt. Ltd.) & M/s Vatika Limited.

*[Signature]*  
ESTATE OFFICER,  
HUDA, AMBALA.

*[Signature]*  
For VATIKA LIMITED

*[Signature]*  
Authorised Signatory



प्रलेख नः 791

दिनांक 22/05/2017

डीड संबंधी विवरण	
डीड का नाम	EXCHANGE OF PROPERTY WITH IN MC AREA
तहसील/सब-तहसील	अम्बाला
गांव/शहर	सौन्डा
धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई	23,312,500.00 रुपये
स्टाम्प ड्यूटी की राशि	1,631,900.00 रुपये
रजिस्ट्रेशन फीस की राशि	15,000.00 रुपये
पोस्टिंग शुल्क	3.00 रुपये

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 22/05/2017 दिन सोमवार समय 5:24:00PM बजे श्री/श्रीमती/कुमारी वाटिका वन इन्डिया नेक्स्ट प्रा. लि. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी नरेश कुमार नसीरपुर निवासी पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

ESTATE OFFICER,  
HUDA, AMBALA

उप/संयुक्त पंजीयन अधिकारी  
अम्बाला

श्री वाटिका वन इन्डिया नेक्स्ट प्रा. लि. फ्लैट न. 621-ए छठी मंजिल देविका टावर 6 नेहरू प्लेस नई दिल्ली

उपरोक्त प्रथम पक्ष व श्री/श्रीमती/कुमारी हरियाणा शहरी विकास प्राधिकरण द्वितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी रमेश कुमार नम्बरदार पत्नी मंहर पुत्र/पुत्री/पत्नी श्री निवासी अम्बाला व श्री/श्रीमती/कुमारी अमरीकराय नम्बरदार नसीरपुर पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी अम्बाला ने की।  
साक्षी नः 1 को हम नम्बरदार/अधिकृतता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 22/05/2017

उप/संयुक्त पंजीयन अधिकारी  
अम्बाला

यह प्रमाणित किया जाता है कि पंजीकृत वसोका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप / संयुक्त पंजीयन अधिकारी  
अम्बाला

Whereas the Third Party had applied to the First Party for exchange of the land belonging to the Second Party, subsidiary company of the Third Party for an area admeasuring 9.544 Acres in Sector 23, Ambala. That the request of the Third Party was acceded to and accordingly letter dated 31.05.2013 was written by Chief Administrator HUDA to Administrator HUDA, Panchkula. Initially the proposal was for exchange of 9.544 Acres of land but as some patch of land could not be acquired by HUDA the final land to be exchanged got reduced from 9.544 Acres to 9.094 Acres for which communication vide Memo no. CTP/STP(M)/AD/8751 dated 30.05.2014 was done between Chief Administrator HUDA (Town Planning Wing), Panchkula and The Administrator, HUDA, Panchkula. However, as per HUDA letter bearing Memo No. 859 dated 04-05-2017 as of now Exchange Deed being executed is for 8.825 Acres which have been divided into 3 Exchange Deeds as per Schedule-1A & Schedule-2B.

Whereas vide memo no CTP/STP(M)/AD/8751 dated 30.05.2014 (hereinafter referred to as "the said memo dated 30.05.2014") the Chief Administrator HUDA (Town Planning Wing), Panchkula has directed The Estate Officer, HUDA, Ambala to enter into Agreement with Vatika Ltd. Sector 23, Ambala forming part of Ambala Master Plan- 2025. Accordingly an initial Exchange Deed Agreement was executed on 01-08-2016.

Whereas such rights to Developer are being granted by the First Party vide the said memo dated 30.05.2014 and 28.05.2015, terms and conditions specified therein and in consideration of 9.094 Acres of licensed land having license number 256 of 2007 dated 07.11.2007 of Second Party to be transferred in name of First Party By Second Party in lieu of 9.094 Acres of acquired land to be transferred to the Second Party by the First Party. However, as per HUDA letter bearing Memo No. 859 dated 04-05-2017 as of now Exchange Deed being executed is for 8.825 Acres which have been divided into 3 Exchange Deeds as per Schedule-1A & Schedule-2B.

Whereas, the first Party here in, has all rights and authority to deal with the immovable property comprising land admeasuring 8.825 Acres Or total 8.825 Acres described in the First schedule hereunder written and hereinafter called the First Schedule Property. The land as specified in the Second Schedule is owned by Second Party i.e. Vatika One India Next Pvt. Ltd. (earlier known as Alaska Construction Pvt. Ltd. which got merged with Shivganesh Buildtech Pvt. Ltd. vide order dated 16.03.2012 passed by Hon'ble Delhi Court and the name of Shivganesh Buildtech Pvt. Ltd. changed to Vatika One India Next Pvt. Ltd. vide Certificate of Incorporation pursuant to change of name issued on 08.01.2015 by Ministry of Corporate Affairs, Government of India). That the Developer / Confirming Party Vatika Ltd. was originally incorporated as K J Realtors Pvt. Ltd. on 02.07.1998 and the name of K J Realtors Pvt. Ltd. got changed to Vatika Landbase Pvt. Ltd. vide fresh certificate of incorporation dated 28.12.2001 where after the name of Vatika Landbase Pvt. Ltd. vide fresh certificate of incorporation consequent upon change of name on conversion to Public Limited Company dated 08.02.2007 changed to Vatika Landbase Limited. Thereafter the name of Vatika Landbase Limited vide fresh certificate of incorporation consequent upon change of name dated 28.05.2007 changed to Vatika Ltd., the Developer/ Confirming Party herein.

Whereas, Vatika One India Next Pvt. Ltd. is a subsidiary company of Vatika Ltd. by virtue of Section 2 (87)(ii) of Companies Act 2013.





Whereas, the second party herein, is absolute owner in possession of immovable property comprising land measuring 8.825 Acres Situated in sector 23 Ambala City, Ambala more fully described in the second scheduled property which is free from all sort of encumbrances, notices, court decree, attachment, acquisition, etc.

AND WHEREAS the First Party declare that their land under exchange admeasuring 8.825 Acres, as detailed/delineated in schedule -I, is clear and free from all types of encumbrances and the land so exchanged has been physically demarcated and verified which is lying vacant.

Whereas the parties here to have now executed this deed as per directions of the Chief Administrator, HUDA (Town Planning Wing), Panchkula vide the said Memo dated 30.05.2014 and the record the terms and conditions of the same vide the present Deed as below:

NOW THIS EXCHANGE DEED WITNESSETH that in pursuance of the aforesaid and in the consideration of the party of the Second Part conveying to the party of the First Part the Second Scheduled property hereunder written and second party hereby granting and conveying unto the party of the First part absolutely and forever all that piece and parcels of the property described in the second Scheduled together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said Second Scheduled property and also together with all the deeds/agreements, documents, writings and other evidences of title relating to the said Second Scheduled property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever, both at law and in equity of the party of the First Part TO HAVE AND TO HOLD the said Second Scheduled property hereby granted and conveyed unto and to the use and benefit of the party hereto of the First Part subject to payment of all rent, taxes, assessments, rates, duties, now chargeable upon the same or which may hereinafter become payable in respect thereof.

AND WHEREAS in the pursuance of the aforesaid and in the consideration of the party of the First Part conveying to the party of the Second Part the First Scheduled property here under written and first party hereby granting and conveying unto the party of the second part absolutely and forever all that piece and parcels of the property described in the First Scheduled together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said First Scheduled property and also together with all the deeds/agreements, documents, writings and other evidences of title relating to the said First Scheduled property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever, both at law and in equity of the party of the Second Part TO HAVE AND TO HOLD the said First Scheduled property hereby granted and conveyed unto and to the use and benefit of the party hereto of the second Part subject to payment of all rent, taxes, assessments, rates, duties, now chargeable upon the same or which may hereinafter become payable in respect thereof.

NOW THIS EXCHANGE DEED WITNESSETH that in pursuance of the aforesaid understanding and in consideration of the party of the First Part and Second part the right to mutually transfer 8.825 Acres each of acquired and licensed land respectively the First Scheduled property here under written subject to terms and conditions as given below.

  
ESTATE OFFICER,  
HUDA, AMBALA.


  
For VATIKA LIMITED  
Authorised Signatory





NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:-

1. That the Second Party and First Party assert and represent that their respective lands as detailed in Schedule-I i.e. 8.825 Acres and Schedule-II i.e. 8.825 Acres respectively are free from any charge, lien or any type of encumbrances.
2. That the Second Party and First Party has exchanged the lands detailed in Schedule I (Land Taken from HUDA) and Schedule II (Land Given to HUDA). The Second Party has transferred the said land as described in Schedule II to the First Party. Similarly the First Party has transferred the land described in Schedule I to the Second Party.
3. That the Second Party agree to undertake, Observe and comply with terms and conditions as laid down in Letter of Intent/Licenses granted by the Director General, town & Country Planning Haryana, Chandigarh and the letter No. CTP/STP(M)/AD/8751 dated 30.05.2014 and Letter No. CTP/STP(M)/AD/5084 dated 28.05.2015 from Chief Administrator, HUDA (Town Planning Wing) to The Administrator, HUDA, Panchkula issued for approval of exchange of land in this regard.
4. That the Second Party shall develop and use the piece of land detailed in schedule-I exclusively for the purposes as laid down in letter of intent/Licenses granted by the Director General, Town & Country Planning Haryana, Chandigarh.
5. That the land of both the parties, as details in Schedule I and II have been checked and demarcated at site, as marked Schedule I and II, are attached hereto.
6. That further it has also been ascertained/verified that the land of both parties as details in Schedule I and II is vacant at site.
7. That the land procured in exchange from First Party detailed in Schedule-I shall be governed under the provisions of HUDA Act, 1977 and the Rules and regulations made there under.
8. That the Second Party agreed that this exchange of land shall not provide immunity to them from any relevant Act/Law and the Second Party shall have to obtain requisite approvals from the Director General, Town & Country Planning and/or any other competent Authority for utilization of land pockets obtained from First Party in exchange and pay the prescribed development charges, if any.
9. That enhancement in compensation, if any, in respect of the land of the First Party as detailed in schedule-I awarded by the courts of law shall be payable by the First Party, as and when required. However any financial liability arising subsequently on the pocket got in from the Second/ Third Party shall be similarly borne by said Party.
10. That the physical possession of the land as referred in Schedule I has been handed over to the Second Party and the physical possession of the land as referred in Schedule II has been handed over to the First Party simultaneously with the execution of these presents.

  
ESTATE OFFICER, 5  
HUDA, AMBALA.

  
For VATIKA LIMITED  
Authorised Signatory



11. The stamp duty and registration charges as applicable towards execution of this Exchange Deed shall be borne by the Second Party.


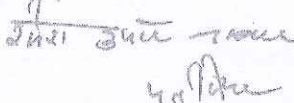
  
FIRST PARTY

ESTATE OFFICER,  
HUDA, AMBALA

  
SECOND PARTY  


  
THIRD PARTY  



WITNESS

1.   


WITNESS

2.   




145  
22-5-17  


राजस्थान राज्य के राजस्थान न्यायाधीश

राजस्थान राज्य के

राजस्थान राज्य के राजस्थान न्यायाधीश

राजस्थान राज्य के राजस्थान न्यायाधीश

राजस्थान राज्य के राजस्थान न्यायाधीश



ESTATE OFFICER,  
HUDA, AMBALA

For VATIKA LIMITED

  
Authorised Signatory



Reg. No.

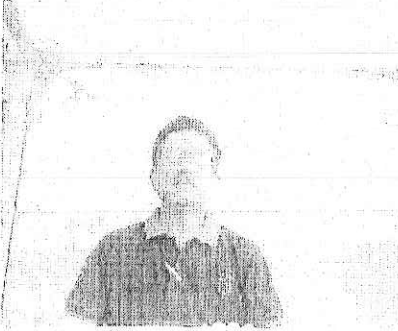
Reg. Year

Book No.

791

2017-2018

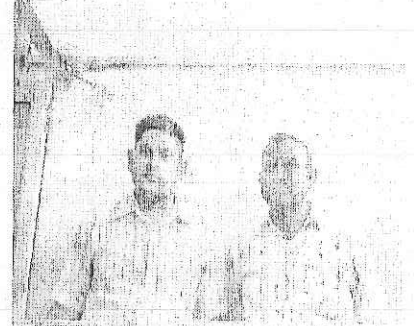
1



प्रथम पक्ष



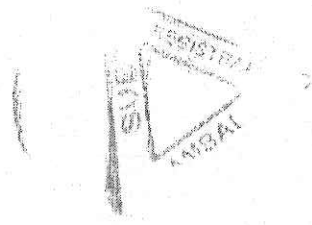
द्वितीय पक्ष



गवाह



उप / सयुक्त पंचायत अधिकारी



प्रथम पक्ष	वाटिका लिमिटेड, एम्बाला ESTATE OFFICER HUDA, AMBALA.	डी मजिल देविका टावर 6 नेहरु पेलस नई दिल्ली
द्वितीय पक्ष	हरियाणा प्रजापति प्राधिकरण	
गवाह	रमेश कुमार नायर प्रती मेहर	
गवाह	अमरीकराय मेहर	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 791 आज दिनांक 22/05/2017 को बही न: 1 जिल्द न: 28 के पृष्ठ न: 191 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 9,579 के पृष्ठ सख्या 58 से 67 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 ।

FOR VATIKA LIMITED  
Authorised Signatory

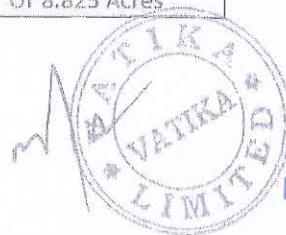
Land Taken from HUDA

Schedule-1

SL. No.	Name of the Village	Rect/ Khasra No.	Killa No.	Kanal	Marla
1	Jandali	37	19/1min	1	15
			19/2min	1	15
			21/2min	1	2
			22/1min	1	3
			22/2	6	10
		38	21/2/1	0	11
		47	19/1	3	0
			22/2	2	19
			23/2	1	17
			24/2	5	10
			25/2min	1	4
		48	1/2min	4	7
		49	15min	0	10
		51	14/1	2	0
			15/1	0	13
		52	3/1	3	0
			4/1	3	0
			5/2min	3	16
			7/1min	4	10
			12min	0	10
			18/1	0	11
		Khasra No.	197min	2	0
		Khasra No.	199min	1	17
		Khasra No.	200/1-3min	2	19
2	Kanawli	5	3	0	12
			4min	0	18
			6/1min	0	9
			17/2min	4	0
			18/1min	4	8
			24/2min	0	6
		Khasra No.	28/1-3min	3	0
Total				70	12

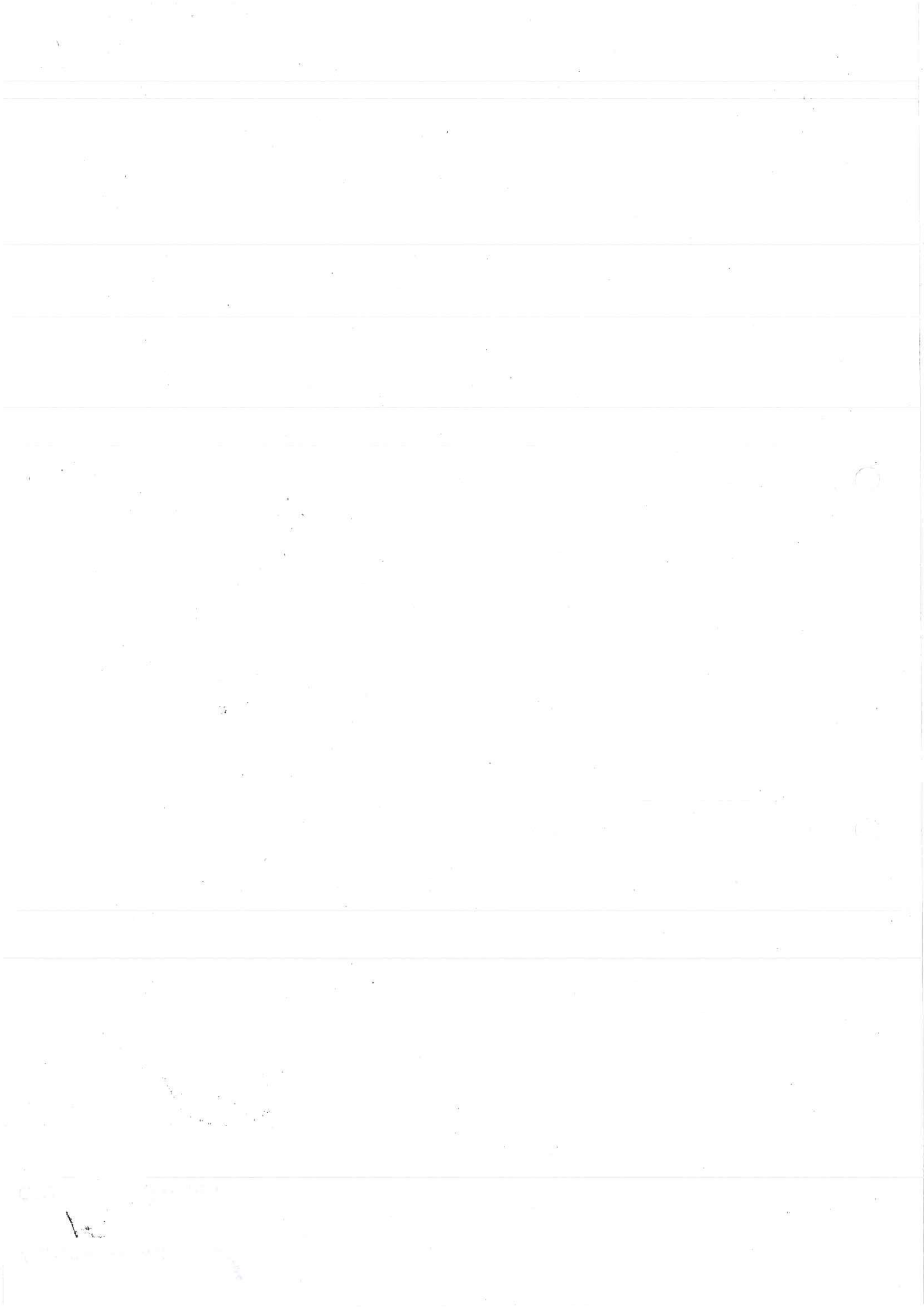
Or 8.825 Acres

ESTATE OFFICER,  
HUDA, AMBALA



For VATIKA LIMITED

Authorised Signatory

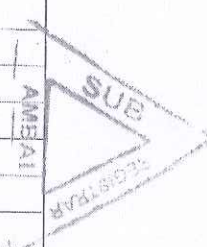




Land Given to HUDA

Schedule-2

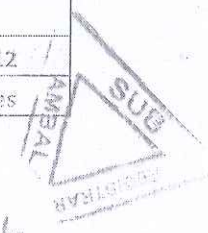
SL. No.	Name of the Village	Rect No.	Killa No.	Kanal	Marla
1	Sonda	27	24/2min	1	8
		29	4/1	3	7
			4/2	4	12
			5min	2	18
			6min	7	15
			7	8	0
			14/1	4	0
		42	4min	3	17
			8/1min	1	9
		2	Jandali	46	12min
		19/1min	2	10	
		23/1/2min	0	10	
	47	3/2min	1	4	
		4/1min	0	1	
	48	10/1/3min	0	6	
		11/1/2min	0	14	
		17/3	0	15	
		23/1min	3	10	
	49	16/1min	0	5	
		16/2min	2	11	
		24min	0	12	
	51	2/2min	0	4	
		3min	6	6	
		8min	0	11	
		11min	0	5	
		12min	0	16	
		18min	1	4	
		19min	1	2	
		23min	2	5	
		24min	1	4	
		52	8/3	0	5
			13/3min	0	16
		58	4min	0	11
3	Kanwali	3	21/1	4	9
Total				70	12
				Or 8.825 Acres	





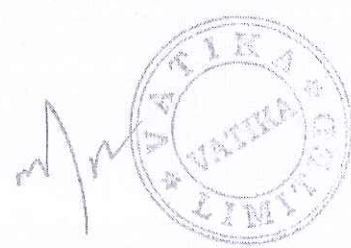
The total land of 70 Kanal 12 Marla, as exchanged between Vatika and HUDA been divided into 3 Exchange Deeds.

SL. No.	Village	Land Exchange from HUDA to Vatika		Land Exchange from Vatika to HUDA	
		Kanal	Marla	Kanal	Marla
1	Jandali	56	19	28	17
2	Kanwali	13	13	4	9
3	Sonda	0	0	37	6
Total		70	12	70	12
		Or 8.825 Acres		Or 8.825 Acres	



②

SECRETARY  
HUDA AMBALA



For VATIKA LIMITED

Authorised Signatory





Land Taken from HUDA

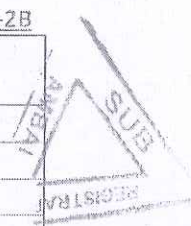
Schedule-1A

Name of the Village	Rect/ Khasra No.	Killa No.	Kanal	Marla
Sonda	-	-	-	-
			-	-
			Or - Acres	

Land Given to HUDA

Schedule-2B

Name of the Village	Rect No.	Killa No.	Kanal	Marla
Sonda	27	24/2min	1	8
	29	4/1	3	7
		4/2	4	12
		5min	2	18
		6min	7	15
		7	8	0
		14/1	4	0
	42	4min	3	17
		8/1min	1	9
			37	6
			Or 4.66 Acres	



ESTATE OFFICER,  
HUDA, AMBALA.

For VATIKA LIMITED  
  
Authorised Signatory

