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Gr. No. 302 Dated 12/5/08

Certified Under Section 42 of the Indian Stamp Act, 1889,

that Stamp Duty of the amount of Rs. 3437500 -

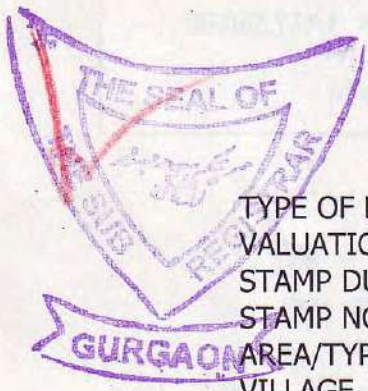
(Rupees Thirty four Lac Thirty Seven Thousand Five hundred Only

has been levied on this document and paid by M/s Natureville Promoters Pvt. Ltd.

Plot No. 82A-GK-II N. Delhi

..... vide treasury challan No. 22

Dated 12/5/08 for Sale deed. 57281250 -



EXCHANGE DEED

**TREASURY OFFICER
CUM-COLLECTOR
GURGAON.**

12/5/08

TYPE OF DEED	:	EXCHANGE DEED
VALUATION	:	Rs. 5,72,81,250/-
STAMP DUTY	:	Rs. 34,37,000/-
STAMP NO./DATE	:	
AREA/TYPE	:	91 KANAL 13 MARLAS/AGRICULTURAL
VILLAGE	:	Chauma Dist Gurgaon, Haryana

THIS EXCHANGE DEED IS MADE AT GURGAON ON THIS DAY OF MAY, 2008.

BETWEEN

M/s Natureville Promoters Pvt. Ltd., a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at W-82 A , Greater Kailash-II, New Delhi through its Authorized Signatory (duly authorized vide Board Resolution dated 15.05.2008), Mr Pappu Masih, Supervisor of the company [hereinafter referred to as "**First Party**"], which expression unless repugnant to the context or meaning thereof, shall mean and include its assigns,

pappu

Natureville

प्रलेख नः 4446

दिनांक 16/05/2008

डीड संबंधी विवरण

डीड का नाम EXCHANGE OF PROPERTY OUTSIDE MC AREA

तहसील/सब-तहसील गुडगाँवा

गांव/शहर चौमा

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 57,281,250.00 रुपये

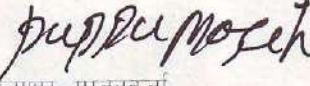
स्टाम्प ड्यूटी की राशि 3,437,500.00

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

रुपये
पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Mahesh Kr. Chauhan, Adv.

यह प्रलेख आज दिनांक 16/05/2008 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी M/s. Natureville
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी W-82 A, GK-II, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता


उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा गुडगाँव

श्री M/s. Natureville Promoters Pvt. Ltd. thru Pappu Masih(OTHER)

उपरोक्त प्रथम पक्ष व श्री/श्रीमती/कुमारी thru:- Alok Mishra द्वितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने
सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री
निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Himanshu Juneja पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी O.P. Juneja निवासी F-10, GF
Royale Casa, Sec-56, Gurgaon ने की।
साक्षी नः 1 को हम नमस्कार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 16/05/2008


उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा गुडगाँव



nominees successors, legal heirs, legal representative, attorneys, administrator of the
FIRST PART.

AND

1. **M/s Sahara Land Arts Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow
2. **M/s Sahara Constructions Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.
3. **M/s Sahara Buildwell Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.
4. **M/s Sahara Residentials Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.
5. **M/s Sahara Enclave Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.
6. **M/s Sahara India Developers Pvt. Ltd,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.

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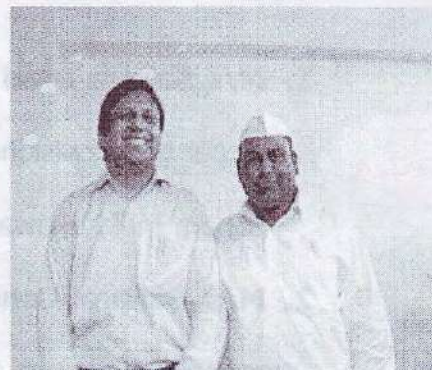
Reg. No.	Reg. Year	Book No.
4446	2008-2009	1



प्रथम पक्ष



द्वितीय पक्ष



गवाह

प्रथम पक्ष

Pappu Masih

Pappu Masih

द्वितीय पक्ष

thru:- *Alok Mishra*

गवाह 1:- Mahesh Kr. Chauhan

Mahesh Kr. Chauhan

गवाह 2:- Himanshu Juneja

Himanshu Juneja

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,446 आज दिनांक 16/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 55 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 16/05/2008



उप/संयुक्त पंजीयन अधिकारी
गुडगावा
गुडगावा

7. **M/s Sahara Township Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.

8. **M/s Sahara Structurals Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.

9. **M/s Sahara Complex Pvt. Ltd.,** a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow.

10. **Mr Uttam Kumar Bose** S/o Mr. Tapendra Nath Bose Resident of 178, Sector 15A, Noida (UP) acting through his General Power Attorney M/s Sahara India Commercial Corporation Ltd., 2A Shakespeare Sarani, Kolkata, through its Authorized Representative/Signatory Mr. Alok Mishra.

11. **Mr Gautam Sarkar** S/o Mr. Kashunish Sarkar Resident of L-139, Sector 25, Noida (UP) acting through his General Power Attorney M/s Sahara India Commercial Corporation Ltd., 2A Shakespeare Sarani, Kolkata, through its Authorized Representative/Signatory Mr. Alok Mishra.

[All these nine companies mentioned at Sr. no. 1 to 9, have passed separate board resolutions authorizing Mr Alok Mishra to execute this exchange deed and hence all these companies are acting through its common Authorized Signatory- Mr Alok Mishra; and Mr Uttam Kumar Bose & Mr Gautam Sarkar has authorized M/s Sahara India Commercial Corporation Ltd as their GPA and the said authorized company has also authorized Mr Alok Mishra to execute the present Exchange Deed and hereinafter all these 11 companies/Entities shall be collectively referred to as "Second Party"] which expression

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Alok Mishra

unless the subject or context requires otherwise shall mean and include its successors, legal heirs, legal representatives, administrator and assigns of the SECOND PART.

WHEREAS the FIRST PARTY is absolute owner in joint possession of land with other co-owners of a total area admeasuring 91 KANALS 13 MARLAS as per the following descriptions of the Property(ies):

Description of the Said Land admeasuring 91 kanals 13 marlas:

[a] Land measuring 40 kanals i.e.

(i) 39 kanals 10 marlas comprised in Khewat No 1818, khatauni No 1990, Rectangle/Mustil No. 29, Kila No. 3/2(4-14), 4(7-7), 5/1min West (2-5), 7(7-18), 8/1(4-16), 13/2(4-16), 14(7-14); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 9975, 10521 read with sale deed bearing vasika no. 1423 dated 16.04.2008;

(ii) 10 marlas being 56/72 share of total land measuring 13 marlas, comprised in Rectangle/Mustil No. 29 killa no. 27(0-13); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 10791 read with sale deed bearing vasika no. 1423 dated 16.04.2008;

[b] Land measuring 34 kanals 18 marlas i.e.

(i) 34 kanals 9 marlas comprised in Khewat No 79, khatauni No 141, 142 Rectangle/Mustil No. 4, Kila No. 10(4-13), 11(8-0), Rectangle/Mustil No. 5 killa no. 15(7-0), 27(0-11), 6(9-13), 7/1(4-12); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 8088, 8098, 10316, 10317, 10633, 10818 and 11041 read with sale deed bearing vasika no. 2481 dated 28.04.2008;

(ii) 9 marlas comprised in khewat no. 2031 khatauni no. 2230 Rectangle/Mustil No. 5 killa no. 26(0-9); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 8088, 8098, 10316, 10317, 10633, 10818 and 11041 read with sale deed bearing vasika no. 2481 dated 28.04.2008;

[c] Land measuring 7 kanals i.e.

(i) 7 kanals being 1/3 share of total land 21 kanals comprised in Khewat No 774 and khatauni No 925, Mustil No. 19, Kila No. 21(7-12), 22/1(4-8), Mustil No 20, 24/2(1-0), 25(8-0), Kita 4 Total Raqba 21 kanal 0 Marla; situated within the revenue estate of Village Chauma Tehsil and

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District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 10509 read with sale deed bearing vasika no. 1596 dated 17.04.2008;

[d] Land measuring 8 kanals 10 marlas i.e.

(i) 8 kanals 10 marlas being 1/4 share of total land 34 kanals 1 marlas comprised in Khewat No 721, 1204, 2016, 2743, Mustil No. 5, Killa No. 7/2(3-8), 16/1(6-4), 17(8-0), 14(8-0), Mustil No. 7 killa no. 9/1(0-9), 12(8-0); Kita 6 Total Raqba 34 kanal 1 Marla situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation No 10279 and 11053 read with sale deed bearing vasika no. 3473 dated 08.05.2008;

[e] Land measuring 1kanals 5 marlas i.e.

(i) 1 kanal 5 marlas comprised in khewat nos 2248,2249, khatauni nos 2486,2487, Mustil no 20 Killa no 19/2/5, 19/2/7, 19/2/8 &22/3/1/1 situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation Nos 11033 and 11034 read with sale deed bearing vasika no 664 & 666 both dated 7.04.2008.

[hereinafter the above property of the First Party Shall be referred to as **Schedule-A property**]

WHEREAS the Collectively the SECOND PARTY is absolute owner in possession of land admeasuring 91 KANALS 13 MARLAS as per the following descriptions of the Property(ies):

[a] Land measuring 13kanals 11marlas i.e.

(i) 13kanals 11 marlas being 271/448 share of total land 22kanals 8marlas comprised in Khewat No.27, 28, 1511, khatauni No. 39, 1686, Rectangle/Mustil No. 28, Kila No. 2(7-7), 3(7-7), 8/1(7-14), {M/s Sahara Land Arts Pvt Ltd. - 132/448 share, Uttam Kumar Bose - 139/448 share} situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 9672, 10705, 10686 and 11026 as per shares allocated to their respective vendors and to them in partition mutation no. 9672;

[b] Land measuring 64 kanals 8 marlas i.e.

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- (i) **3kanals 19marlas** being 79/86 share of total land measuring 4kanals 6marlas comprised in Khewat no. 1512 khatauni no. 1687 Mustil no. 28 killa no. 8/2(0-6), 9/1(4-0); {M/s Sahara Land Arts Pvt. Ltd. – 18/86 share, M/s Sahara Residentials Pvt. Ltd. – 9/86 share, M/s Sahara Buildwell Pvt. Ltd. – 11/86 share, M/s Sahara Township Pvt. Ltd. – 8/86 share, M/s Sahara Constructions Pvt. Ltd. – 10/86 share, Uttam Kumar Bose – 18/86 share, M/s Sahara India Developers Pvt. Ltd.- 5/86 share}; situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027;
- (ii) **23kanals 17marlas** being 477/522 share of total land measuring 26kanals 2marlas comprised in Khewat no. 3827 khatauni no. 4164 Mustil no. 21 killa no. 21/2(5-0), Mustil no. 27 killa no. 5/2(3-2), 6/1(3-4), Mustil no. 28 killa no. 1/1(6-16), 10(8-0); {M/s Sahara Land Arts Pvt. Ltd. – 110/522 share, M/s Sahara Residentials Pvt. Ltd. – 56/522 share, M/s Sahara Buildwell Pvt. Ltd. – 64/522 share, M/s Sahara Township Pvt. Ltd. – 47/522 share, M/s Sahara Constructions Pvt. Ltd. – 61/522 share, Uttam Kumar Bose – 108/522 share, M/s Sahara India Developers Pvt. Ltd.- 31/522 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;
- (iii) **2kanals 10marlas** being 453/495 share of total land measuring 2kanals 15marlas comprised in khewat no. 2780 khatauni no. 3056 Mustil no. 28 killa no. 12/3(2-15); {M/s Sahara Land Arts Pvt. Ltd. – 105/495 share, M/s Sahara Residentials Pvt. Ltd. – 52/495 share, M/s Sahara Buildwell Pvt. Ltd. – 61/495 share, M/s Sahara Township Pvt. Ltd. – 45/495 share, M/s Sahara Constructions Pvt. Ltd. – 58/495 share, Uttam Kumar Bose – 103/495 share, M/s Sahara India Developers Pvt. Ltd.- 29/495 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;
- (iv) **23kanals** being 460/502 share of total land measuring 25kanals 2marlas comprised in Khewat no. 41, 42 khatauni no. 111 Mustil no. 21 killa no. 19(8-0), 22(8-0), 23(8-0), Mustil no. 28 killa no. 12/1(1-2); {M/s Sahara Land Arts Pvt. Ltd. – 106/502 share, M/s Sahara Residentials Pvt. Ltd. – 53/502 share, M/s Sahara Buildwell Pvt. Ltd. – 62/502 share, M/s Sahara Township Pvt. Ltd. – 46/502 share, M/s Sahara Constructions Pvt. Ltd. – 58/502 share, Uttam Kumar Bose – 105/502 share, M/s Sahara India Developers Pvt. Ltd.- 30/502 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;
- (v) **11kanals 2marlas** being 222/243 share of total land measuring 12kanals 3marlas comprised in Khewat no. 833 khatauni no. 962

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Mustil no. 28 killa no. 11(8-0), 12/2(4-3); {M/s Sahara Land Arts Pvt. Ltd. – 51/243 share, M/s Sahara Residentials Pvt. Ltd. – 25/243 share, M/s Sahara Buildwell Pvt. Ltd. – 30/243 share, M/s Sahara Township Pvt. Ltd. – 22/243 share, M/s Sahara Constructions Pvt. Ltd. – 29/243 share, Uttam Kumar Bose – 51/243 share, M/s Sahara India Developers Pvt. Ltd.- 14/243 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;

As per shares allocated to their respective vendors and to them in partition mutation no. 9672;

[c] Land measuring 4 kanals i.e.

(i) 4kanals comprised in khewat no. 1517 khatauni no. 1692 Mustil no. 28 killa no. 9/2(4-0), {M/s Sahara Residentials Pvt. Ltd.-80/80 share i.e. full share of 4kanals of land}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10685 and 11048;

[d] Land measuring 3kanals 17 marlas i.e.

(i) 3 kanals 17marlas being 7/8 share of total land measuring 4kanals 8marlas comprised in khewat no. 42 khatauni no. 111/1, 111/2, Mustil no. 21 killa no. 24/2(4-3) 24/2min(0-5); {M/s Sahara Township Pvt. Ltd. – 3/8 share, M/s Sahara Land Arts Pvt. Ltd. – 1/2 share}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10705, 10677 and 10686;

[e] Land measuring 0kanals 6 marlas i.e.

(i) 6 marlas being 6/64 share of total land measuring 3kanals 4marlas comprised in khewat no. 1534 khatauni no. 1712 Mustil no. 21 killa no. 24/1(3-4); {M/s Sahara Township Pvt. Ltd. – 1/96 share, M/s Sahara Buildwell Pvt. Ltd. – 1/48share, Gautam Sarkar – 1/24 share, M/s Sahara Constructions Pvt. Ltd. – 1/96share}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10560, 10676, 10677 and 10679;

[f] Land measuring 10marlas i.e.

(i) 10 marlas being 10/11 share of total land 11 marlas comprised in Mustil no. 28 killa no. 1/2(0-11);{M/s Sahara Enclave Pvt. Ltd. – 4/11 share, M/s Sahara Township Pvt. Ltd. – 6/11 share allocated to previous vendors in partition mutation no.9672}; situated within the revenue estate of Village

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Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 9359, 8763, 9672, 10677 and 10706;

[g] Land measuring 3kanals 0 marlas i.e.

(i) 3 kanals 0marlas comprised in khewat no. 3725 khatauni no. 4059 Mustil no. 21 killa no. 21/1(3-0); {M/s Sahara Constructions Pvt. Ltd. 189/2546 share, M/s Sahara Complex Pvt. Ltd. 502/2546 share, M/s Sahara Township Pvt. Ltd. 225/2546 share, M/s Sahara Land Arts Pvt. Ltd. 369/2546 share, M/s Sahara Structurals Pvt. Ltd. 327/2546 share, M/s Sahara Buildwell Pvt. Ltd. 409/2546 share, M/s Sahara Enclave Pvt. Ltd. 199/2546 share, M/s Sahara Residentials Pvt. Ltd. 59/2546 share, Gautam Sarkar 163/2546 share, Uttam Kumar Bose 104/2546 share}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10769;

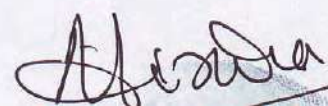
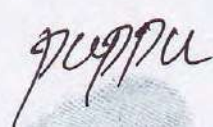
[h] Land measuring 2 kanals 1 marlas i.e.

(i) 2 kanals 1marlas being 41/52 share of total land measuring 2kanals 12 marlas comprised in Mustil/Rectangle no. 28 killa no. 13/1(2-12);{Uttam Kumar Bose – 39/52, M/s Sahara Land Arts Pvt. Ltd. – 2/52}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 9328, 9362, 9363, 11026, 10705 and 10686;

[hereinafter the above property of the Second Party shall be referred to as **Schedule-B property**]

AND WHEREAS the parties to this Exchange Deed have mutually agreed to exchange and transfer the ownership of their respective properties as between them and that the First Party shall convey the property mentioned hereinabove as Schedule A property, which is free from all encumbrances to Second Party and simultaneously the Second Party shall also convey and transfer the ownership of the Schedule B property which is also free from all encumbrances to the First Party.

AND WHEREAS the First Party and the Second Party (both) have checked the title of the Schedule B property and Schedule A property respectively from the revenue records of



the Halka Patwari and the said respective properties have been found to have been recorded in the respective names as per Schedule A and Schedule B properties.

AND WHEREAS the First Party has represented that the First party or any one claiming through them have not created any charge on the Schedule A property and the said property is free from all charges of whatsoever nature. Similarly the Second Party have represented that the Second Party or any one claiming through them have not created any charge on the Schedule B property and the said property is free from all charges of whatsoever nature.

AND WHEREAS the upon exchange of the lands through the present deed, Schedule A property shall become exclusive property of the Second Party as per their respective shares held by them prior to this exchange in Schedule B property. Similarly the Schedule B Property shall become exclusive property of the First party after the execution of the Present exchange deed.

NOW THIS EXCHANGE DEED IS WITNESSETH AS UNDER:

1. The First Party hereby conveys and transfers all rights, title, interest of all the nature together with all rights of easements, appurtenances patent or latent in the **Schedule A** property in favour of the Second Party and in exchange the Second party hereby transfers and conveys all rights, title, interest of all the nature together with all rights of easements, appurtenances patent or latent in the **Schedule B** property in favour of the First Party.
2. That with the exchange of the said properties the First Party has been left with no rights, title or interest in the Schedule A property and Second Party can use the Schedule A property in any manner they may like and enjoy the proceeds

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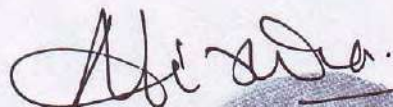
therefrom, without any interference or obstruction from the First Party or any person claiming through them.

3. That with the exchange of the said properties the Second Party has been left with no rights, title or interest in the Schedule B property and First Party can use the Schedule B property in any manner they may like and enjoy the proceeds therefrom, without any interference or obstruction from the Second Party or any person claiming through them.
4. The land mentioned in the Schedule B property was purchased by the vendors of Second Party (only companies) vide various sale deeds, mutations of which have been mentioned hereinabove in Schedule B property, but later on this land was allocated to the vendors of Second Party in Partition Mutation no. 9672, hence the same is being exchanged with First Party. In case, if the position prior to partition is resorted later on due to any reason whatsoever, then in that eventuality the First Party shall become absolute owner in possession of the property held by Second Party prior to partition mutation no. 9672, in different khewats for which partition mutation no. 9672 was entered and sanctioned and in that case Second Party shall have no objection.
5. The Second Party further declares and covenants and present exchange deed is being executed with the understanding and representation of Second Party that the Second party has been left with no share or interest in the lands mentioned at Schedule B property, as Second Party has received in this Exchange Schedule A property and further it shall not make any claim in respect of Schedule B lands and it shall not raise any objection to the sanction of mutation with respect to present exchange deed. Both the parties to this Exchange Deed further assure and undertake to each other that they will always be ready, willing and available for execution of any supplementary or correction deed, if any, ever needed by any of the party to this exchange deed, in respect of the lands mentioned hereinabove.

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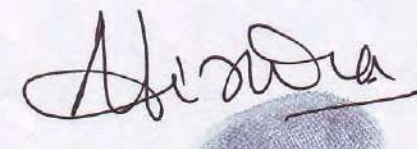
6. That the First Party shall bear the cost of non-judicial stamp paper for the execution of the exchange deed as well as the expenses for causing the exchange deed registered in the office of Sub-Registrar, Gurgaon.
7. That both the parties declare and affirm that the lands of both the parties transferred herein are free from all sorts of encumbrances, mortgages, litigations, prior sales, agreement to sell, gift, court attachments etc.
8. That actual physical possession of the Schedule A Property is being handed over by the First Party to the Second Party at the time of execution of the Exchange deed.
9. That actual physical possession of the Schedule B Property is being handed over by the Second Party to the First Party at the time of execution of the Exchange deed.
10. That the expressions "First Party" and "Second Party" as mentioned hereinabove mean and shall always mean and shall always mean and include their respective heirs, assigns, successors, nominees, executors, representatives etc. If any issue is raised at any time from any one with respect to authorization of the company on behalf of Mr Uttam Kumar Bose & Mr. Gautam Sarkar, the Second Party alone shall have joint and several responsibility to rectify the same immediately and indemnify the First party in this regard for any or all the losses of the First Party
11. That in case any portion of Schedule B Property is found defective in title or encumbered, in that case the Second Party shall rectify the said defect or encumbrance within 15 days at their own cost, so that the first party is in a position to use the said portion of land as per their choice. Any such defect in a portion of Schedule B property shall not effect the remaining portion of the Schedule B Property. In case the second party fails to cure the defect within the specified time at their own cost, the second party shall indemnify the first



- party for all the losses and liquidated damages contemplated on account of such defect.
12. That similarly in case in any portion of Schedule A Property is found defective in title or encumbered, in that case the First Party shall rectify the said defect or encumbrance within 15 days at their own cost, so that the second party is in a position to use the said portion of land as per their choice. Any such defect in a portion of Schedule A property shall not effect the remaining portion of the Schedule A Property. In case the first party fails to cure the defect within the specified time at their own cost, the first party shall indemnify the second party for all the losses suffered on account of such defect.
 13. That the taxes, cesses or dues or demand in respect of this land have been paid and cleared by both the parties upto the date of execution of this exchange deed absolutely and thereafter it shall be the responsibility of the respective parties for the future taxes etc.
 14. In view of the different area of share holding of the Second Party in Schedule B property (transferred to First Party) being substituted and exchanged by the Schedule A property (transferred to the Second Party), the Second Party collectively shall be responsible to proportionately divide and distribute equal share holding of Schedule A property in the name of the different entities of the Second Party. The First Party shall not be responsible in any manner whatsoever to distribute or allocate the share of their area separately.
 15. That it is further declared that the value of the properties specified is equal and the same is valued at circle rate for the purposes of levying of stamp duty and hence Rs. 5,72,81,250/-, is taken to be the value for Stamp duty for the Schedule A property as well as for Schedule B property.

IT IS HEREBY AGREED AND DECLARED

1. That now First Party has become absolute owner and in possession of the following Schedule B property :

[a] Land measuring 13kanals 11marlas i.e.

(i) 13kanals 11 marlas being 271/448 share of total land 22kanals 8marlas comprised in Khewat No.27, 28, 1511, khatauni No. 39, 1686, Rectangle/Mustil No. 28, Kila No. 2(7-7), 3(7-7), 8/1(7-14), {M/s Sahara Land Arts Pvt Ltd. - 132/448 share, Uttam Kumar Bose - 139/448 share} situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 9672, 10705, 10686 and 11026 as per shares allocated to their respective vendors and to them in partition mutation no. 9672;

[b] Land measuring 64 kanals 8 marlas i.e.

- (i) 3kanals 19marlas being 79/86 share of total land measuring 4kanals 6marlas comprised in Khewat no. 1512 khatauni no. 1687 Mustil no. 28 killa no. 8/2(0-6), 9/1(4-0); {M/s Sahara Land Arts Pvt. Ltd. - 18/86 share, M/s Sahara Residentials Pvt. Ltd. - 9/86 share, M/s Sahara Buildwell Pvt. Ltd. - 11/86 share, M/s Sahara Township Pvt. Ltd. - 8/86 share, M/s Sahara Constructions Pvt. Ltd. - 10/86 share, Uttam Kumar Bose - 18/86 share, M/s Sahara India Developers Pvt. Ltd.- 5/86 share}; situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027;
- (ii) 23kanals 17marlas being 477/522 share of total land measuring 26kanals 2marlas comprised in Khewat no. 3827 khatauni no. 4164 Mustil no. 21 killa no. 21/2(5-0), Mustil no. 27 killa no. 5/2(3-2), 6/1(3-4), Mustil no. 28 killa no. 1/1(6-16), 10(8-0); {M/s Sahara Land Arts Pvt. Ltd. - 110/522 share, M/s Sahara Residentials Pvt. Ltd. - 56/522 share, M/s Sahara Buildwell Pvt. Ltd. - 64/522 share, M/s Sahara Township Pvt. Ltd. - 47/522 share, M/s Sahara Constructions Pvt. Ltd. - 61/522 share, Uttam Kumar Bose - 108/522 share, M/s Sahara India Developers Pvt. Ltd.- 31/522 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;
- (iii) 2kanals 10marlas being 453/495 share of total land measuring 2kanals 15marlas comprised in khewat no. 2780 khatauni no. 3056 Mustil no. 28 killa no. 12/3(2-15); {M/s Sahara Land Arts Pvt. Ltd. - 105/495 share, M/s Sahara Residentials Pvt. Ltd. - 52/495 share, M/s Sahara Buildwell Pvt. Ltd. - 61/495 share, M/s Sahara Township Pvt. Ltd. - 45/495 share, M/s Sahara Constructions Pvt. Ltd. - 58/495 share, Uttam Kumar Bose - 103/495 share, M/s Sahara India Developers Pvt. Ltd.- 29/495 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;





- (iv) 23kanals being 460/502 share of total land measuring 25kanals 2marlas comprised in Khewat no. 41, 42 khatauni no. 111 Mustil no. 21 killa no. 19(8-0), 22(8-0), 23(8-0), Mustil no. 28 killa no. 12/1(1-2); {M/s Sahara Land Arts Pvt. Ltd. – 106/502 share, M/s Sahara Residentials Pvt. Ltd. – 53/502 share, M/s Sahara Buildwell Pvt. Ltd. – 62/502 share, M/s Sahara Township Pvt. Ltd. – 46/502 share, M/s Sahara Constructions Pvt. Ltd. – 58/502 share, Uttam Kumar Bose – 105/502 share, M/s Sahara India Developers Pvt. Ltd.- 30/502 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;
- (v) 11kanals 2marlas being 222/243 share of total land measuring 12kanals 3marlas comprised in Khewat no. 833 khatauni no. 962 Mustil no. 28 killa no. 11(8-0), 12/2(4-3); {M/s Sahara Land Arts Pvt. Ltd. – 51/243 share, M/s Sahara Residentials Pvt. Ltd. – 25/243 share, M/s Sahara Buildwell Pvt. Ltd. – 30/243 share, M/s Sahara Township Pvt. Ltd. – 22/243 share, M/s Sahara Constructions Pvt. Ltd. – 29/243 share, Uttam Kumar Bose – 51/243 share, M/s Sahara India Developers Pvt. Ltd.- 14/243 share} situated in Village Chauma, Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01, read with Mutation no. 9672, 10357, 10529, 10686, 10676, 10677, 10685, 10679, 11026, 11027 ;

As per shares allocated to their respective vendors and to them in partition mutation no. 9672;

[c] Land measuring 4 kanals i.e.

- (i) 4kanals comprised in khewat no. 1517 khatauni no. 1692 Mustil no. 28 killa no. 9/2(4-0), {M/s Sahara Residentials Pvt. Ltd-80/80 share i.e. full share of 4kanals of land}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10685 and 11048;

[d] Land measuring 3kanals 17 marlas i.e.

- (i) 3kanals 17marlas being 7/8 share of total land measuring 4kanals 8marlas comprised in khewat no. 42 khatauni no. 111/1, 111/2, Mustil no. 21 killa no. 24/2(4-3) 24/2min(0-5); {M/s Sahara Township Pvt. Ltd. – 3/8 share, M/s Sahara Land Arts Pvt. Ltd. – 1/2 share}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10705, 10677 and 10686;

[e] Land measuring 0kanals 6 marlas i.e.

- (i) 6marlas being 6/64 share of total land measuring 3kanals 4marlas comprised in khewat no. 1534 khatauni no. 1712 Mustil no. 21 killa

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no. 24/1(3-4); {M/s Sahara Township Pvt. Ltd. – 1/96 share, M/s Sahara Buildwell Pvt. Ltd. – 1/48share, Gautam Sarkar – 1/24 share, M/s Sahara Constructions Pvt. Ltd. – 1/96share}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10560, 10676, 10677 and 10679;

[f] Land measuring 10marlas i.e.

(i) 10marlas being 10/11 share of total land 11marlas comprised in Mustil no. 28 killa no. 1/2(0-11);{M/s Sahara Enclave Pvt. Ltd. – 4/11 share, M/s Sahara Township Pvt. Ltd. – 6/11 share allocated to previous vendors in partition mutation no.9672}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 9359, 8763, 9672, 10677 and 10706;

[g] Land measuring 3kanals 0 marlas i.e.

(i) 3kanals 0marlas comprised in khewat no. 3725 khatauni no. 4059 Mustil no. 21 killa no. 21/1(3-0); {M/s Sahara Constructions Pvt. Ltd. 189/2546 share, M/s Sahara Complex Pvt. Ltd. 502/2546 share, M/s Sahara Township Pvt. Ltd. 225/2546 share, M/s Sahara Land Arts Pvt. Ltd. 369/2546 share, M/s Sahara Structural Pvt. Ltd. 327/2546 share, M/s Sahara Buildwell Pvt. Ltd. 409/2546 share, M/s Sahara Enclave Pvt. Ltd. 199/2546 share, M/s Sahara Residentials Pvt. Ltd. 59/2546 share, Gautam Sarkar 163/2546 share, Uttam Kumar Bose 104/2546 share}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 10769;

[h] Land measuring 2 kanals 1 marlas i.e.

(i) 2kanals 1marlas being 41/52 share of total land measuring 2kanals 12 marlas comprised in Mustil/Rectangle no. 28 killa no. 13/1(2-12);{Uttam Kumar Bose – 39/52, M/s Sahara Land Arts Pvt. Ltd. – 2/52}; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 2000-01 and Mutation no. 9328, 9362, 9363, 11026, 10705 and 10686;

2. That now Second Party have collectively and jointly become absolute owner and in possession of the following Schedule A property, as per their respective shares held by them in Schedule B property prior to this exchange i.e {M/s Sahara Land Arts Pvt. Ltd. – 484/1833 share, M/s Sahara Residentials Pvt. Ltd. – 230/1833 share, M/s Sahara Buildwell Pvt. Ltd. – 185/1833 share, M/s Sahara Township Pvt. Ltd. – 173/1833 share,

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M/s Sahara Constructions Pvt. Ltd. – 169/1833 share, M/s Sahara Enclave Pvt. Ltd. – 9/1833 share, M/s Sahara Complex Pvt. Ltd. – 12/1833 share, M/s Sahara Structural Pvt. Ltd. – 8/1833 share, M/s Sahara India Developers Pvt. Ltd. – 83/1833 share, Uttam Kumar Bose – 473/1833 share, Gautam Sarkar – 7/1833 share. These shares besides their shares, if any, already recorded in this Schedule A property.} :

[a] Land measuring 40 kanals i.e.

(i) 39 kanals 10 marlas comprised in Khewat No 1818, khatauni No 1990, Rectangle/Mustil No. 29, Kila No. 3/2(4-14), 4(7-7), 5/1min West (2-5), 7(7-18), 8/1(4-16) , 13/2(4-16), 14(7-14); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 9975, 10521 read with sale deed bearing vasika no. 1423 dated 16.04.2008;

(ii) 10 marlas being 56/72 share of total land measuring 13 marlas, comprised in Rectangle/Mustil No. 29 killa no. 27(0-13); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 10791 read with sale deed bearing vasika no. 1423 dated 16.04.2008;

[b] Land measuring 34 kanals 18 marlas i.e.

(i) 34 kanals 9 marlas comprised in Khewat No 79, khatauni No 141, 142 Rectangle/Mustil No. 4, Kila No. 10(4-13), 11(8-0), Rectangle/Mustil No. 5 killa no. 15(7-0), 27(0-11), 6(9-13), 7/1(4-12); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 8088, 8098, 10316, 10317, 10633, 10818 and 11041 read with sale deed bearing Vasika no. 2481 dated 28.04.2008;

(ii) 9 marlas comprised in khewat no. 2031 khatauni no. 2230 Rectangle/Mustil No. 5 killa no. 26(0-9); situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 8088, 8098, 10316, 10317, 10633, 10818 and 11041 read with sale deed bearing vasika no. 2481 dated 28.04.2008;

[c] Land measuring 7 kanals i.e.

(i) 7 kanals being 1/3 share of total land 21 kanals comprised in Khewat No 774 and khatauni No 925, Mustil No. 19, Kila No. 21(7-12), 22/1(4-8), Mustil No 20, 24/2(1-0), 25(8-0), Kita 4 Total Raqba 21 kanal 0 Marla; situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation no. 10509 read with sale deed bearing vasika no. 1596 dated 17.04.2008;

[d] Land measuring 8 kanals 10 marlas i.e.

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(i) 8 kanals 10 marlas being 1/4 share of total land 34 kanals 1 marlas comprised in Khewat No 721, 1204, 2016, 2743, Mustil No. 5, Killa No. 7/2(3-8), 16/1(6-4), 17(8-0), 14(8-0), Mustil No. 7 killa no. 9/1(0-9), 12(8-0); Kita 6 Total Raqba 34 kanal 1 Marla situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation No 10279 and 11053 read with sale deed bearing vasika no. 3473 dated 08.05.2008;

[e] Land measuring 1kanals 5 marlas i.e.

(i) 1 kanal 5 marlas comprised in khewat nos 2248,2249, khatauni nos 2486,2487, Mustil no 20 Killa no 19/2/5, 19/2/7, 19/2/8 &22/3/1/1 situated within the revenue estate of Village Chauma Tehsil and District Gurgaon, recorded so in Jamabandi for the year 1995-96 and Mutation Nos 11033 and 11034 read with sale deed bearing vasika no 664 & 666 both dated 7.04.2008.

Signed on the day, month and year mentioned first hereinabove by the Parties to this Exchange Deed in presence of

Witnesses:

1.

HIMANSHU JLINEJA

S/O SH. D. P. JLINEJA

F-10, GF, ROYAL GATE, SEC-56
GURGAON

2.

Mahesh. K. Chauhan
Advocate, Gurgaon

Drafted by
Mahesh K. Chauhan
Advocate
Gurgaon

16-5-2008

[Signature]
First Party

[Signature]
Second Party

7.04.3008.

11034 road with side bearing walls on the left. One both dated recorded so in Jannabandi for the year 1992-94 and Mutation No. 11033 and within the revenue estate of Village Channara Taluk and District Guntur, 29652487. Mutation no 20 Kils no 191215, 191217, 191218 & 191219 entered (ii) 1 Kanal 5 marsh comprised in Khowat nos 2248, 2249, 2249A and nos (e) Land measuring 1 Kanal 2 marsh is



बसिका नं० 4446 मोटी वही नं० 1
जिल्ला नं० 106/14 पृष्ठ नं० 192२ पर
बसया किया गया वही नं० 1
जिल्ला नं० 876 पृष्ठ नं० 146
दिनांक 16/5/08 को दर्ज रजिस्टर
किया गया।

राजस्थान राज्य
गुडगाँव