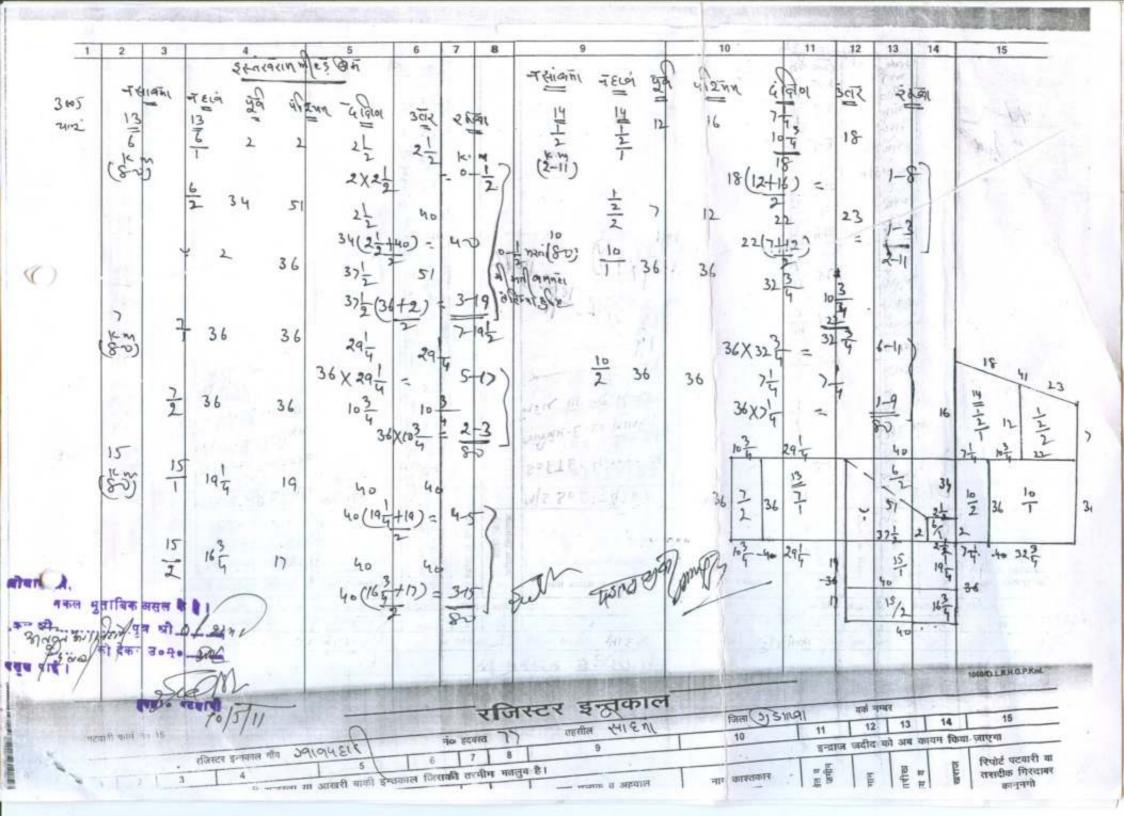
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For Cordial Infrastructure Pvt. Ltd.

Ha Soiver Mm

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For Solitaire Softeth Private Las ited

दिनाँक 26/10/2010

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Drafted By: Anuj gupta Adv

हस्ताक्षरं प्रस्तुतकर्ता

उप / सर्युक्त पँजीयन अधिकारी सोहना

औं M/s Cordial Infrastructure P Ltd thru Harinder Srivastava(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru-Atul Agnihotri क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Javed Namberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Raipur व श्री/श्रीमती/कुमारी Hari Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Raghubir Yaadv निवासी Wazirabad GGN ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 26/10/2010

10

उप/सर्युक्त पॅजीयन अधिकारी सोहना This SALE DEED is executed at Sohna, on this 26 day of October 2010 by and between :-

M/S CORDIAL INFRASTRUCTURE (P) LTD., a Private Limited Company duly incorporated under the Companies Act, 1956, having its office at E-20, Lajpat Nagar-III, New Delhi through its authorised signatory Mr. HARINDER SRIVASTAVA, son of Late Shri C.L. Srivastava, resident of 257-A, Pocket-N, Sarita Vihar, New Delhi, duly authorised vide resolution passed in the meeting of the Board of Directors held on 21.10.2010, hereinafter called "THE VENDOR".

## IN FAVOUR OF

M/S **SOLITAIRE SOFTECH (P) LTD.**, a Private Limited Company duly incorporated under the Companies Act, 1956, having its office at E-20, Lajpat Nagar-III, New Delhi through its authorised signatory Mr. **ATUL AGNIHOTRI**, son of Late Sh. O.P. Sharma, resident of Kh. No. 2/2, Main Road Chhattarpur, New Delhi, duly authorised vide resolution passed in the meeting of the Board of Directors held on 21.10.2010, hereinafter called "**THE VENDEE**".

The expression of the terms the 'VENDOR' and the 'VENDEE' wherever they occur in the body of this Sale Deed, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probatee(s), nominees and assignee(s).

Whereas the VENDOR is the lawful, sole, absolute and recorded owner and in possession of the Agricultural land measuring 62 Kanals 10 marlas, in the following manner:-

For Cordial Infrastructure Pvt. Ltd.

Annahan Director

- Por Solitaire Softech Private Limited

Reg. No.

Reg. Year

Book No.

2905

2010-2011

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Harinder Srivastava

केता

Thru-Atul Agnihotri

गवाहे 1:- Javed Namberdar

\_गवाह 2:- Hari Ram\_

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## प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 2,905 आज दिनाँक 26/10/2010 को बही न: 1 जिल्द न: 1,910 के पृष्ठ न: 152 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 219 के पृष्ठ सख्या 66 से 68 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 ।

दिनाँक 26/10/2010

उप / सर्युक्त पंजीयन अधिकारी

सोहना

- 1. Agricultural Land measuring 32 Kanals 10 Marle, vide intkal No. 2353, dated 21.10.2005, bearing Khewat/Khatouni No. 49/50, Mustatil No. 13, Killa No. 15 (8-00), 16/1 (4-16), 16/2/1 (2-10), Must. No. 14, Killa No. ½ (2-11), 10 (8-00), 11 (5-04), 20/1 (0-17) (entire share) and Khewat/Khatouni No. 44/45, Mustatil No. 13, Killa No. 7 (8-00) to the extent of 3/148 share (equal to 3 Marla); Khewat/Khatouni No. 45/46, Mustatil No. 13, Killa No. 6 (8-00) to the extent of 3/160 share (equal to 3 Marla); Khewat/Khatouni No. 46/47, Mustatil No. 13, Killa No. 14/2 (7-11) to the extent of 3/151 share (equal to 3 Marla); Khewat/Khatouni No. 47/48, Mustatil No. 13, Killa No. 5/3 (4-10) & 17/1 (2-11) to the extent of 3/141 share (equal to 3 Marla); situated in the Revenue Estate of Village Gwalpahari, Tehsil Sohna, District Gurgaon, Haryana, having purchased from M/s A.T. Properties Pvt. Ltd., having its office at N-49, First Floor, Connaught Place, New Delhi, vide a Vasika No. 2326, dated 20.07.2005, in the office of the Sub Registered, Sohna, Haryana.
- 2. Agricultural Land measuring 30 Kanals, vide intkal No. 2477, dated 15.06.2006, bearing Khewat/Khatouni No. 46/46, Mustatil No. 13, Killa No. 7 Min (8-00), to the extent of 145/148 share (equal to 7 Kanal 17 Marla); Khewat/Khatouni No. 47/47, Mustatil No. 13, Killa No. 6 (8-00) to the extent of 157/160 share (equal to 7 Kanal 17 Marla); Khewat/Khatouni No. 48/48, Mustatil No. 13, Killa No. 14/2 (7-11) to the extent of 148/151 share (equal to 7 Kanal 8 Marla); Khewat/Khatouni No. 49/49, Mustatil No. 13, Killa Nos. 5/3 (4-10), 17/1 (2-11) to the extent of 138/141 share (equal to 6 Kanal 18 Marla); situated in the

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For Solitaire Spitech Private Limited

Revenue Estate of Village **Gwalpahari**, Tehsil Sohna, District Gurgaon, Haryana, having purchased from Mr. Hari Behl, son of Sh. Avtar Singh, resident of A-152, Defence Colony, New Delhi, through his G.P.A. Smt. Veena Chopra, vide a Vasika No. 1276, dated 01.06.2006, in the office of the Sub Registered, Sohna, Haryana.

THUS in the manner aforesaid, the VENDOR herein, became the sole, absolute and exclusive owner of the Agricultural Land measuring 37 Kanals 1½ Marle, bearing Khewat/Khatouni No. 49/49, Mustatil No. 13, Killa No. 17/1 (2-11); Khewat/Khatouni No. 47/47, Mustatil No. 13, Killa No. 6 Min (0-½Marla); Khewat/Khatouni No. 46/46, Mustatil No. 13, Killa No. 7 Min (2-03); Khewat/Khatouni No. 48/48, Mustatil No. 13, Killa No. 14/2 (7-11), Khewat/Khatouni No. 49/50, Mustatil No. 13, Killa Nos. 15 Min (3-15), 16/1 (4-16) & 16/2/1 (2-10) and Must. No. 14, Killa Nos. 1/2 Min (1-03), 10 Min (6-11), 11 (5-04), 20/1 (0-17); situated in the Revenue Estate of Village Gwalpahari, Tehsil Sohna, District Gurgaon, Haryana, which is the self acquired property of the VENDOR and the VENDOR has full right, absolute authority to sell, dispose off and transfer the aforesaid Land in whole or in parts and none else except the VENDOR has any right, title or interest in the same.

For Cordial Infrastructure Pvt. Ltd.

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For Solitaire Softech Private Limited

And Whereas the VENDOR has agreed to sell, transfer, convey and assign to the VENDEE and the VENDEE has agreed to purchase the aforesaid Agricultural Land measuring 37 Kanals 11/2 Marle, bearing Khewat/Khatouni No. 49/49, Mustatil No. 13, Killa No. 17/1 (2-11); Khewat/Khatouni No. 47/47, Mustatil No. 13, Killa No. 6Min (0-1/2 Marla); Khewat/Khatouni No. 46/46, Mustatil No. 13, Killa No. 7 Min (2-03); Khewat/Khatouni No. 48/48, Mustatil No. 13, Killa No. 14/2 (7-11), Khewat/Khatouni No. 49/50, Mustatil No. 13, Killa Nos.15 Min(3-15) 16/1 (4-16) & 16/2/1 (2-10) and Must. No. 14, Killa Nos. 1/2 Min (1-03), 10 Min (6-11), 11 (5-04), 20/1 (0-17); situated in the Revenue Estate of Village Gwalpahari, Tehsil Sohna, District Gurgaon, Haryana, with all ownership rights of easements, patent or latent, enjoyed and reputed to be enjoyed in respect of the said share of the said land, hereinafter collectively referred to as 'THE SAID LAND' for a total sale consideration of Rs.4,65,00,000/-(Rupees Four Crores Sixty Five Lacs Only).

And Whereas the VENDOR has represented that its title to the said land is clear and marketable and the same is free from all sorts of encumbrances, charges, liens, claims, prior agreements and except the VENDOR no other person has any right, title or interest in the same in any manner whatsoever and the VENDOR has full power and authority to sell the same on the terms and conditions appearing hereinafter.

For Cordial Infrastructure Pvt. Ltd.

Homen Director

For Solitaire Softech Private Limited

Auth Sign /Director

## NOW THIS SALE DEED WITNESSETH AS UNDER :-

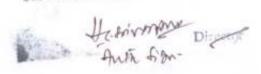
- That in consideration of the sum of Rs.4,65,00,000/- (Rupees 1 Four Crores Sixty Five Lacs Only) which has already been received by the VENDOR from the VENDEE, vide a Cheque No. 100103, dated 25.10.2010, drawn on Union Bank of India, Lajpat Nagar, New Delhi, the receipt of which the VENDOR hereby admits and acknowledges, in full and final settlement, the aforesaid VENDOR doth hereby sell, convey, transfer, assign the said land i.e. Agricultural Land measuring 37 Kanals 11/2 Marle, bearing Khewat/Khatouni No. 49/49, Mustatil No. 13, Killa No. 17/1 (2-11); Khewat/Khatouni No. 47/47, Mustatil No. 13, Killa No. 6 Min(0-1/2 Marla); Khewat/Khatouni No. 46/46, Mustatil No. 13, Killa No. 7 Min (2-03); Khewat/Khatouni No. 48/48, Mustatil No. 13, Killa No. 14/2 (7-11), Khewat/Khatouni No. 49/50, Mustatil No. 13, Killa Nos. 15 Min (3-15), 16/1(4-16) & 16/2/1 (2-10) and Must. No. 14, Killa Nos. 1/2 Min (1-03), 10 Min (6-11), 11 (5-04), 20/1 (0-17); situated in the Revenue Estate of Village Gwalpahari, Tehsil Sohna, District Gurgaon, Haryana, with all the rights of ownership, easement, privileges and appurtenances, from all encumbrances unto the VENDEE, absolutely and forever.
- That the actual physical vacant possession of the said land has been delivered by the VENDOR to the VENDEE, on the spot.

For Cordial Intrastructure Pvt. Ltd.

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- 3. That the VENDOR admits that he has been left with no right, title, interest, claim or lien of any nature whatsoever in the said land, hereby sold, and the same has become the absolute property of the VENDEE, with the right to use, enjoy, sell, gift, mortgage, lease and transfer the same by whatever mean the VENDEE likes, without any demand, objection, claim or interruption by the VENDOR or any person(s) claiming under or in trust for him.
- 4. That the VENDOR hereby assures the VENDEE that he have neither done nor been party to any act whereby his rights and title to the said land may in any way be impaired or whereby the company may be prevented from transferring the said land.
- That the VENDOR hereby declares and represents that the said land is not subject matter of any HUF and that no part of the said land is owned by any minor.
- 6. That the VENDOR assures the VENDEE that the said land is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious, dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said land is ever taken away or goes out from the possession of the VENDEE on account of any legal defect in the ownership



Mitaire Softech Frivate Limited

and title of the VENDOR then the VENDOR will be liable and responsible to make good the loss suffered by the VENDEE and keep the VENDEE saved, harmless and indemnified against all such losses and damages suffered by the VENDEE, at the prevailing market value.

- That the VENDOR hereby further covenants with the VENDEE that in case the said land hereby sold or any part thereof, is lost from the VENDEE on account of any legal defects in the title of VENDOR' right and title or the possession or quiet enjoyment of the said land by the VENDEE in any way is disturbed on account of some act or omission of the VENDOR or if any one else claims any right, title and interest paramount to the VENDOR, then the VENDOR shall be liable and responsible for all the losses, damages, costs and expenses sustained by the VENDEE.
- That the VENDEE can get the said land mutated in his name in the Revenue Records and other concerned authorities on the basis of this Sale Deed or its certified true copy.
- 9. That the VENDOR agree and undertake to sign and execute any required documents for transfer of ownership, title of the said land in favour of the VENDEE in the Revenue Records or any other concerned authorities.
- 10. That the land revenue and other dues and demands of whatsoever nature if any payable in respect of the said land shall be paid by the VENDOR upto the date of handing over the possession to the VENDEE and thereafter the VENDEE will be responsible for the payment of the same.

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- That the VENDOR has handed over all the relevant documents in original pertaining to the said land to the VENDEE.
- That all the expenses of the sale deed viz. stamp duty, registration charges etc. have been borne and paid by the VENDEE. The VENDEE shall have the right to collect the original Sale Deeds from the office of the Sub-Registrar.
- That this transaction has taken place at Sohna and as such Delhi & Haryana Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this deed.

IN WITNESS WHEREOF, the VENDOR and the VENDEE have signed this SALE DEED at Sohna on the date first mentioned above in the presence of the following witnessessest Courts, Gurgaon

For Cordial Infrastructure Pvt. Ltd.

Saltairy Softech Private Limited

WITNESSES:-

Javed & Numberus

To Sohna

VENDOR : Through Director

Mr. HARINDER SRIVASTAVA S/O

Late Sh. C.L. Srivastava R/o 257A,

Pocket-N, Sarita Vihar, New Delhi

Hariron Sto Aughbir y ador Ryo Vazirchad Tet. & Dist

**VENDEE: Through** 

Mr. ATUL AGNIHOTRI S/o Late Sh. O.P. Sharma R/o Kh. No. 2/2, Main Road Chhattarpur, New Delhi

िनवेन्त्र सिंह संयुक्त सम्-रजिस्ट्रार मोहना



हरियाॄणा HARYANA

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SPECIAL POWER OF ATTORNEY

M/S CORDIAL INFRASTRUCTURE (P) LTD., a Private Limited Company duly incorporated under the Companies Act, 1956, having its office at E-20, Lajpat Nagar-III, New Delhi through its authorised signatory Mr. HARINDER SRIVASTAVA, son of Late Shri C.L. Srivastava, resident of 257-A, Pocket-N, Sarita Vihar, New Delhi, duly authorised vide resolution passed in the meeting of the Board of Directors held on 21.10.2010, have sold admeasuring 37 Kanals 11/2 Marle, bearing Khewat/Khatouni No. 49/49, Mustatil No. 13, Killa No. 17/1 (2-11); Khewat/Khatouni No. 47/47, Mustatil No. 13, Killa No. 6 Min (0-0-10); Khewat/Khatouni No. 46/46, Mustatil No. 13, Killa No. 7 Min (2-03); Khewat/Khatouni No. 48/48, Mustatil No. 13, Killa No. 14/2 (7-11), Khewat/Khatouni No. 49/50, Mustatil No. 13, Killa Nos. 15 Min (3-15), 16/1 (4-16) & 16/2/1 (2-10) and Must. No. 14, Killa Nos. 1/2 Min (1-03), 10 Min (6-11), 11 (5-04), 20/1 (0-17); situated in the Revenue Estate of Village Gwalpahari, Tehsil Sohna, District Gurgaon to M/S SOLITAIRE SOFTECH (P) LTD., a Private Limited Company duly incorporated under the Companies Act, 1956, having its office at E-20, Lajpat Nagar-III, New Delhi through its authorised signatory Mr. ATUL AGNIHOTRI, son of Late Sh. O.P. Sharma, resident of Kh. No. 2/2, Main Road Chhattarpur, New Delhi er total sale consideration of Rs. 4,65,00,000/-. I, could not present at the time of mutation of the above said land in favour of purchaser so, I appoint Mr. Rajeev Aghihotri son of Late Sh. O.P. Sharma, resident of Kh. No. 2/2, Main Road Chhattarpur, New Delhi as my special Attorney to get the mutation

Cordial Infrastructure Pvt. Ltd.

History Director

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sanctioned in favour of purchaser. All acts done on behalf of me regarding mutation of above said land by my Special Attorney will be deemed to be performed by us.

Dated: 26.10.2010

VENDOR: M/S CORDIAL INFRASTRUCTURE (P) LTD. through its authorised signatory Mr. HARINDER SRIVASTAVA

WITNESS:

A C Mad Garde

26-10-2010

· or Solitai.