Exchange Deed



Indian-Non Judicial Stamp Haryana Government



Date: 23/11/2016

Certificate No.

G0W2016K3994

20301035



Stamp Duty Paid: ₹8434125

Penalty: (Rs. Zero Only)

Seller / First Party Detail

Name:

GRN No.

Sidhant Buildcon Privatelimited

H.No/Floor:

17b

Sector/Ward: Mgf

LandMark:

House asaf ali road

City/Village: New delhi

District: Delhi

State:

Phone:

9899631460

Others: Sandesh buildcon private limited

Delhi

Buyer / Second Party Detail

Name:

H.No/Floor: 1221a

Starcity Realtech Privatelimited

Sector/Ward: Devik

LandMark:

Tower 6 nehru place

City/Village: New delhi

District: Delhi

State:

Phone:

9899631460

Purpose:

Non Judicial Stamp for Exchange Deed

The authenticity of this document can be verified by canning this QrCode Through smart phone or on the website https://egrashry.nic.in

EXCHANGE DEED

Village: Chauma (land admeasuring 56 kanal 14marla or 7.09 acres)

Village: Mohammadpur Gujar (land admeasuring 27 kanal 10 marla 3

sarsai or 3.44 acres)

Approx. Value of Land ₹22,81,70,000/-

On which the stamp duty has been paid i.e. ₹84,34,125/-

Stamp Certificate No./Date: G0W2016K3994/23/11/2016

Deficiency of Rs. 7539 000 /- paid vide challan no. 21827666 dated 24/11/2016

THIS EXCHANGE DEED is made and executed at Gurgaon, Haryana on

this 23rd day of November, 2016 BETWEEN

7839000/24/11/12016

Starcity Realtech Private Limited

For Sidhant Bustecon-Private Limited

प्रलेख नः 22532

दिनाँक 24/11/2016

डीड सबंधी विवरण

डीड का नाम

EXCHANGE OF PROPERTY WITH IN MC AREA

तहसील/सब-तहसील गुडगांवा

गांव/शहर

चौमा

धन सबंधी विवरण

राशि जिस पर स्टाम्प डयूटी लगाई 228,170,000.00 रुपये

स्टाम्प डयूटी की राशि 15,973,125.00

रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

बी बुक न. 21827666

राशि 7539000 रूपये

दिनांक 24/11/2016 5:15:00

Drafted By: C.L.Arora, Adv.

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनाँक 24/11/2016 दिन गुरूवार समय 5:15:00PM बजे श्री/श्रीमती/कुमारी M/s Sidhant Buildcon pvt Ltd पुंग्र/पुंग्रि/पेंग्रिवांश्री/श्रीमती/कुमारी निवासी 17-B, MGF House, Asaf Ali Road, New Delhi-110001 द्वारा पँजीकरण हेतु प्रस्तुत

हस्ताक्षर प्रस्तुतकर्ता

उप/सर्युक्त पॅजीयन अधिकारी

गुडगांवा

श्री M/s Sandesh Buildcon pvt Ltd thru (OTHER), M/s Sidhant Buildcon pvt Ltd thru Rakshit Jain(OTHER)

उपरोक्त प्रथम पक्ष व श्री/श्रीमती/कुमारी thru:-Krishan yadav द्धितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री

निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Ravi Khera पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Som Nath Khera निवासी 25 Brother Apt I.P. Extn Patpargani, Delhi-110092 की की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ती के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनाँक 24/11/2016

उप/सयुँक्त पँजीयन अधिकारी गडगांवा

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

) सयुँव

सयुँक्त पँजीयन अधिकारी

गडगांवा

WHEREAS Mr. Rakshit Jain has been duly authorized by Board of Directors of the First Party vide resolution dated 21.11.2016 to sign, execute and present for registration the present Exchange Deed, to deliver possession of the land to be given in exchange and to obtain possession of the land to be taken in exchange. Similarly Mr. Krishan Yadav has been duly authorized by Board of Directors of the Second Party vide resolution dated 21.11.2016 to sign, execute and present for registration the present Exchange Deed, to deliver possession of the land to be given in exchange and to obtain possession of the land to be taken in exchange.

AND WHEREAS the First Party is legal, lawful and full-fledged owner in possession and enjoyment of immovable property detailed herein under:

Land comprised in Khewat/Khata No.18/21, Rectangle No.2, Killa No. 22(8-0), 23/1min west(2-18), field 2 land measuring 10 kanal 18 marla salam (Party of the First Part No.1 is owner in possession) AND Khewat/Khata No.1593/1779, Rectangle No.6, Killa No.1(8-0), 9min northwest(0-14), 10min north-west(7-8), 11min west(2-12), field 4 land measuring 18 kanal 14 marla salam (Party of the First Part No.2 is owner in possession) AND Khewat/khata No.1755/1951, Rectangle No.1, Killa No.17/2(1-12), 24(8-0), 25(8-0), field 3 land measuring 17 kanal 12 marla salam (Party of the First Part No.1 is owner in possession) AND khewat/Khata 3380/3719, Rectangle No.6, Killa No.2min west(4-16), field 1 land measuring 4 kanal 16 marla salam (Party of the First Part No.1 is owner in possession) AND Khewat/Khata No.4114/4471, Rectangle No.1, Killa No.22/1(2-1), 23/1/2(2-13), field 2 land measuring 4 kanal 14 marla salam (Party of the First Part No.1 is owner in possession) in total land out of above noted Khewat/Khata 56 Kanal 14 Marla situated in the revenue

For Sidhant Buildoon Private Limited Columbia Diractor/Auth. Sign.

Starcity Realtech Priyate Limited

22,532

2016-2017



प्रथम पक्ष



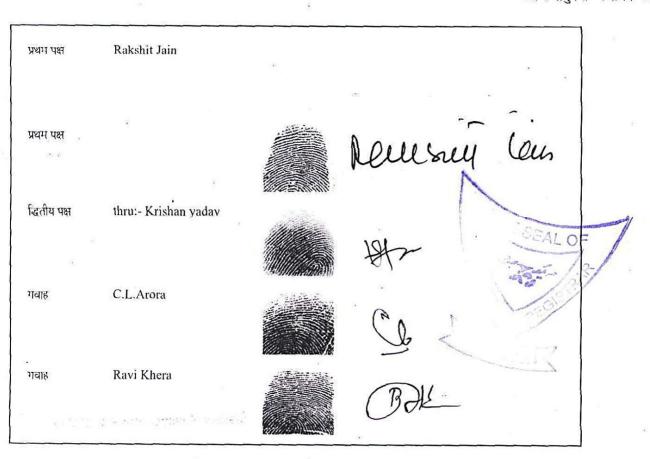
द्धितीय पक्ष



गवाह



उप / सयुँक्त पँजीयन अधिकारी



- 1. M/s. Sidhant Buildcon Private Limited, a company limited by shares incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 having its registered office at 17-B, MGF House, Asaf Ali Road, New Delhi – 110 001, acting through its duly authorized signatory / authorized representative / authorized person Mr. Rakshit Jain, who has been duly authorized vide Board Resolution dated 21.11.2016, (Party of the First Part No.1)
- 2. M/s. Sandesh Buildcon Private Limited, a company limited by shares incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 having its registered office at 17-B, MGF House, Asaf Ali Road, New Delhi – 110 001, acting through its duly authorized signatory / authorized representative / authorized person Mr. Rakshit Jain, who has been duly authorized vide Board Resolution dated 21.11.2016, (Party of the First Part No.2)

hereinafter collectively referred to as the "First Party" (which term or expression unless repugnant to the content or meaning hereof shall mean and include its legal representatives, successors-in-interest, nominees, assigns etc.) of the ONE PART;

AND

M/s. Starcity Realtech Pvt. Ltd., having its office at Office No. 1221- A, Devika Tower, 12th Floor, 6 Nehru Place, New Delhi - 110019 acting through its duly authorized signatory / authorized representative / authorized person Mr. Krishan Yadav, who has been duly authorized vide Board Resolution dated 21.11.2016, hereinafter referred to as the "Second Party" (which term or expression unless repugnant to the content or meaning hereof shall mean and include its legal representatives, successors-ininterest, nominees, assigns etc.) of the OTHER PART. For Sidhant Ruildoon Priva

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Starcity Realtech Private Limited

Reg. No. Reg. Year Book No.

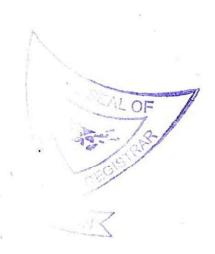
22,532 2016-2017

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 22,532 आज दिनाँक 24/11/2016 को बही नः 1 जिल्द नः 13,139 के पृष्ठ नः 2 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 4,767 के पृष्ठ सख्या 21 से 22 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 24/11/2016

उप/सयुँक्त पँजीयन अधिकारी गुडगांवा



estate of Village Chauma, Tehsil & District Gurgaon, Haryana and as more particularly described and set out in the 'Schedule-A' hereunder written as per jamabandi for the year 2005-2006 and mutation bearing No. 10719, 10728, 10733, which is till date valid and subsisting and has not been revoked/cancelled/annulled (hereinafter referred to as the "Schedule-A Land").

AND WHEREAS the Second Party is legal, lawful and full-fledged owner in possession and enjoyment of immovable property being land comprised in Khewat/Khata No.19/20, Rectangle No.34, Killa No.5/2(5-11), Rectangle No.35, Killa No.1(8-0), 2(8-0), 3(8-0), 4(8-0), 5(8-0), 6(8-0), 7(8-0), 8(8-0), 9(8-0), Rectangle No.36, Killa No.1(8-0), 2/1(6-10), 9(8-0), 10(8-0), 12/2(4-18), 13(8-0), field 16 land measuring 120 kanal 19 marla salam to the extent of 1136/4993 share i.e. 27 kanal 10 marla 3 sarsai situated in the revenue estate of Village Mohammadpur Gujar, Tehsil Sohna, District Gurgaon, Haryana and as more particularly described and set out in the 'Schedule-B' hereunder written as per jamabandi for the year 2014-2015 and mutation bearing no. 901, which is till date valid and subsisting and has not been revoked/cancelled/annulled (hereinafter referred to as the "Schedule-B Land").

'Schedule-A Land' and 'Schedule-B Land' are collectively referred to as 'Scheduled-Properties'.

AND WHEREAS both the Parties are of the opinion that in case the Scheduled Properties as referred to hereinabove i.e. 'Schedule-A Land' and 'Schedule-B Land' are exchanged by them they would be able to use and utilize the same in a much better manner and for mutual benefit.

For Sidhani Bo The Water Water Laure Director/Auth. Sign.

Starcity Reaftech Private Limited



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Accordingly, the Parties have agreed to exchange the properties aforementioned on terms and conditions hereinafter mentioned.

AND WHEREAS the Parties hereto have now agreed to execute this Exchange Deed.

NOW THIS DEED WITNESSETH:

1. That the First Party hereby grants, conveys and transfers by way of exchange unto the Second Party all rights, title and interest held by it in 'Schedule-A Land' i.e. land comprises in Khewat/Khata No.18/21, Rectangle No.2, Killa No.22(8-0), 23/1min west(2-18), field 2 land measuring 10 kanal 18 marla salam (Party of the First Part No.1 is owner in possession) AND Khewat/Khata No.1593/1779, Rectangle No.6, Killa No.1(8-0), 9min north-west(0-14), 10min north-west(7-8), 11min west(2-12), field 4 land measuring 18 kanal 14 marla salam (Party of the First Part No.2 is owner in possession) AND Khewat/khata No.1755/1951, Rectangle No.1, Killa No.17/2(1-12), 24(8-0), 25(8-0), field 3 land measuring 17 kanal 12 marla salam (Party of the First Part No.1 is owner in possession) AND khewat/Khata 3380/3719, Rectangle No.6, Killa No.2min west(4-16), field 1 land measuring 4 kanal 16 marla salam (Party of the First Part No.1 is owner in possession) AND Khewat/Khata No.4114/4471, Rectangle No.1, Killa No.22/1(2-1), 23/1/2(2-13), field 2 land measuring 4 kanal 14 marla salam (Party of the First Part No.1 is owner in possession) in total land out of above noted Khewat/Khata 56 Kanal 14 Marla situated in the revenue estate of Village Chauma, Tehsil & District Gurgaon, Haryana and as more particularly described and set out in the 'Schedule-A' hereunder in Starcity Realtech Private Limited

For Sidhant Buildson Frivate Limited Reluction Level Level Level Director/Auth. Sign.

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favour of the Second Party together with all the easements, profits, privileges, advantages, rights and appurtenances whatsoever and also together with all the deeds, documents, writings and other evidences of title relating to 'Schedule-A Land' and all the estate, right, title, interest, use, benefit, claim and demand whatsoever, both at law and in equity. The Second Party has become full-fledged legal and lawful owner of 'Schedule-A Land' alongwith all rights appurtenant thereto.

2. That the Second Party hereby grants, conveys and transfers by way of exchange unto the First Party all rights, title and interest whatsoever held by it in 'Schedule-B Land' i.e. land comprised in Khewat/Khata No.19/20, Rectangle No.34, Killa No.5/2(5-11), Rectangle No.35, Killa No.1(8-0), 2(8-0), 3(8-0), 4(8-0), 5(8-0), 6(8-0), 7(8-0), 8(8-0), 9(8-0), Rectangle No.36, Killa No.1(8-0), 2/1(6-10), 9(8-0), 10(8-0), 12/2(4-18), 13(8-0), field 16 land measuring 120 kanal 19 marla salam to the extent of 1136/4993 share i.e. 27 kanal 10 marla 3 sarsai situated in the revenue estate of Village Mohammadpur Gujar, Tehsil Sohna, District Gurgaon, Haryana and as more particularly described and set out in the 'Schedule-B' hereunder absolutely in favour of the First Party together with all the easements, profits, privileges, advantages, rights and appurtenances whatsoever and also together with all the deeds, documents, writings and other evidences of title relating to 'Schedule-B Land' and all the estate, right, title, interest, use, benefit, claim and demand whatsoever, both at law and in equity on an 'as is where is basis'. The First Party has become full-fledged legal and lawful owner of 'Schedule-B Land' alongwith all rights appurtenant thereto.

Starcity Realtech Private Limited

Director/Authorised Signatory

For Sidhant Buildoon Private Limited

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- 3. That in lieu of the aforesaid conveyance and transfer of title of the Land set out in the 'Schedule-A' by the First Party in favour of the Second Party as mentioned hereinabove the Second Party hereby towards part consideration in kind:
 - (i) grants, conveys and transfers by way of exchange unto the First Party all rights, title and interest held by it in the land described and set out in the 'Schedule-B' hereunder in favour of the First Party together with all the easements, profits, privileges, advantages, rights and appurtenances whatsoever and also together with all the deeds, documents, writings and other evidences of title relating to 'Schedule-B Land' and all the estate, right, title, interest, use, benefit, claim and demand whatsoever, both at law and in equity; and
 - (ii) further towards part consideration in terms of money an amount of Rs.22,81,70,000/- (Rupees Twenty Two Crore Eighty One Lakh Seventy Thousand Only) is to be paid to the First Party.

The Second Party has paid the part money consideration amount of Rs. 22,58,88,299/- (Rupees Twenty Two Crore Fifty Eight Lakh Eighty Eight Thousand Two Hundred Ninety Nine Only) (after deduction of TDS of Rs. 22,81,701/-) by way of following cheque(s):

- a. Pay Order/Demand Draft bearing no. 086096 dated 23.11.2016
 drawn on Axis Bank Ltd. for Rs.67,01,940/- (Rupees Sixty Seven Lakh One Thousand Nine Hundred Forty Only) (Party of First Part no.1)
- b. Pay Order/Demand Draft bearing no. 086097 dated 23.11.2016 drawn on Axis Bank Ltd. for Rs.32,98,060/- (Rupees Thirty Two Lakh Ninety Eight Thousand Sixty Only) (Party of First Part no.2)

or Sidhant Buildcon Private Limited

Starcity Realtech Private Limited



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- c. Cheque bearing no. 664069 dated 26.03.2017 drawn on Axis Bank Ltd. for Rs. 14,46,87,043/- (Rupees Fourteen Crore Forty Six Lakh Eighty Seven Thousand Forty Three Only) (Party of First Part no.1)
- d. Cheque bearing no. 664070 dated 26.03.2017 drawn on Axis Bank Ltd. for Rs.7,12,01,256/- (Rupees Seven Crore Twelve Lakh One Thousand Two Hundred Fifty Six only).

The both parties shall subject to encashment of post dated cheque(s) only become full-fledged legal and lawful owners of 'Schedule-A Land' and 'Schedule-B Land' along with all rights appurtenant thereto respectively in terms of exchange subject matter of this Deed.

That the payment of consideration by way of Cheque(s) referred to 4. above is being accepted by the First Party subject to encashment of the Cheque(s) on their presentation by the First Party into their Bank on their due dates. The aforesaid cheque(s) have been issued by the Second Party in discharge of their financial obligations. In case of dishonor of the Cheque(s) for any reasons whatsoever, for any reasons whatsoever attributable to the Second Party including but not confined to insufficiency of funds, the present Exchange Deed shall automatically stand terminated for all intents and purposes. The parties shall not be left with any right, title or interest of any nature in the land received in exchange. In the event of dishonor of cheque(s) no recourse in any manner shall be required from either party as none of the parties will acquire any right, title or interest in the land parcels referred to above. Starcity Realtech Private Limited

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- 5. That subject to encashment of the cheque(s), both the Parties shall be entitled to hold and enjoy the Scheduled Properties as referred to hereinabove i.e. 'Schedule-A Land' and 'Schedule-B Land' respectively and received in exchange absolutely without any let, hindrance, interruption, disturbances, claims or demands from each other.
- 6. That stamp duty and registration expenses have agreed to be entirely incurred by the Second Party. The stamp duty is calculated on the prevailing rate on the highest value land.
- 7. That the documents of title pertaining to Scheduled Properties as referred to hereinabove have been exchanged by the Parties.
- 8. That the First party shall be fully, legally and lawfully entitled to use and utilize 'Schedule-B Land' in any manner as may be deemed fit and proper by it without any reference to the Second Party and the Second Party has undertaken not to raise any objection to the same.
- 9. That subject to encashment of the cheque(s) the Second party shall be fully, legally and lawfully entitled to use and utilize 'Schedule-A Land' in any manner as may be deemed fit and proper by it without any reference to the First Party and the First Party has undertaken not to raise any objection to the same.
- 10. That both the Parties have assured each other that they hold a clear, valid and marketable title in respect of the Scheduled Properties as referred to hereinabove [i.e. 'Schedule-A Land' and 'Schedule-B Land' respectively] and as given in exchange. First Party has further assured the Second Party that the Scheduled Property as referred to

Starcity Realtech Private Limited



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hereinabove [i.e. 'Schedule-A Land'] is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders, attachments etc. and no litigation or dispute whatsoever is pending in respect of the same before any court or authority. First Party has assured the Second Party that it has not entered into any prior agreement of sale in favour of any third party relating to the Scheduled Property and is legally entitled to grant the Scheduled Property as referred to hereinabove being given in exchange [i.e. 'Schedule-A Land'].

- 11. That both the Parties undertake that in case any outstanding amount or due, taxes, charges or liens etc. up to the date of execution of this Exchange Deed are discovered subsequently, in that event the concerned Party who has given the property in exchange shall be liable to clear/pay off the same.
- 12. That in the event of any part of the Scheduled Property [i.e. 'Schedule-A Land'] being lost by the Second Party who has proceeded to acquire the property in exchange, on account of defective title of the party which has proceeded to give the property in exchange, in such event First Party shall recoup the Second Party for all such claims, losses and demands together with litigation expenses etc. as may be suffered by the Second Party which has proceeded to acquire the property in exchange.
- 13. That it is mutually agreed that this Exchange Deed in original shall be retained after registration by the Second Party who shall be bound to keep it in safe custody and shall be further bound to produce same

For Sidhant Buildcon Private Limited

Director/Auth, Sign

Starcity Realtech Private Limited

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whenever so requisitioned. The First Party shall obtain and retain certified copy thereof.

'Schedule-A'

Details and Description of 'Schedule-A Land'

Land comprises in Khewat/Khata No.18/21, Rectangle No.2, Killa No.22(8-0), 23/1min west(2-18), field 2 land measuring 10 kanal 18 marla salam (Party of the First Part No.1 is owner in possession) AND Khewat/Khata No.1593/1779, Rectangle No.6, Killa No.1(8-0), 9min north-west(0-14), 10min north-west(7-8), 11min west(2-12), field 4 land measuring 18 kanal 14 marla salam (Party of the First Part No.2 is owner in possession) AND Khewat/khata No.1755/1951, Rectangle No.1, Killa No.17/2(1-12), 24(8-0), 25(8-0), field 3 land measuring 17 kanal 12 marla salam (Party of the First Part No.1 is owner in possession) AND khewat/Khata 3380/3719, Rectangle No.6, Killa No.2min west(4-16), field 1 land measuring 4 kanal 16 marla salam (Party of the First Part No.1 is owner in possession) AND Khewat/Khata No.4114/4471, Rectangle No.1, Killa No.22/1(2-1), 23/1/2(2-13), field 2 land measuring 4 kanal 14 marla salam (Party of the First Part No.1 is owner in possession) in total land out of above noted Khewat/Khata 56 Kanal 14 Marla situated in the revenue estate of Village Chauma, Tehsil & District Gurgaon, Haryana, India.

For Sidhant Buildcon Private Limited

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Director/Authorised Signatory

Starcity Reallech Private Limited



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'Schedule-B'

Details and Description of 'Schedule-B Land'

Land comprises in Khewat/Khata No.19/20, Rectangle No.34, Killa No.5/2(5-11), Rectangle No.35, Killa No.1(8-0), 2(8-0), 3(8-0), 4(8-0), 5(8-0), 6(8-0), 7(8-0), 8(8-0), 9(8-0), Rectangle No.36, Killa No.1(8-0), 2/1(6-10), 9(8-0), 10(8-0), 12/2(4-18), 13(8-0), field 16 land measuring 120 kanal 19 marla salam to the extent of 1136/4993 share i.e. 27 kanal 10 marla 3 sarsai situated in the revenue estate of Village Mohammadpur Gujar, Tehsil Sohna, District Gurgaon, Haryana.

IN WITNESS WHEREOF the Parties have executed this Exchange Deed on the date and place first mentioned above.

- ir Sandesh Buildoon Private L

Witnesses:

1.

Advocate Distt. Courts, Gurgaon First Party

Sidhant Buildcon Private Limited 1.

2. Sandesh Buildcon Private Limited through their authorized signatory

> For Sidhant Buildcon Private ! lluu

> > Director/Auth. Sign.

(Rakshit Jain)

Second Party

Starcity Realtech Pvt. Ltd., Starcity Realtech Private Limited

(Krishan Yadav

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