

552

Q. 1

26. 4. 55

गुजरात

6/1/19

1955

12

सुभाष

मामल

2/1/19

निर्धार 01/5/55

मामल

मामल 5/2/55



सुभाष लक्ष्मी रेजिस्ट्रार

गुजरात

26. 4. 55

असल पत्रिका हवा की मामल 5/2/55 दि (पत्रिका)

र कदाचरी की

असल हुमाया व लक्ष्मी रेजिस्ट्रार

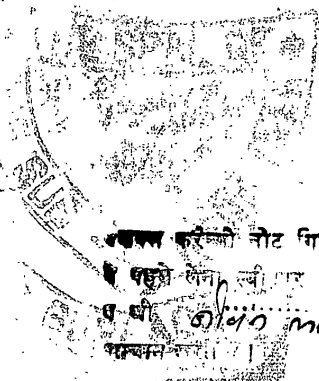
प कोकार किया। हुमाया को को रान मामल 5/2/55

Pay order no 2178572 dated 26.4.55 6,98,427/-

S.B.I. M.R. Gurjan

1 - 2178572 - 7,47,857/-

1 - 2178575 - 12,46,094/-



असल करीबी नोट गिनकर लक्ष्मी रेजिस्ट्रार को दसली व हुमाया

प कोकार किया। हुमाया को को रान मामल 5/2/55

प को कोकार किया। हुमाया को को रान मामल 5/2/55

असल करीबी नोट गिनकर लक्ष्मी रेजिस्ट्रार को दसली व हुमाया

सुभाष लक्ष्मी रेजिस्ट्रार

गुजरात

26. 4. 55

मामल

गुजरात

1-3/5/55

Amirul Hasan



मामल



गुजरात



Amirul Hasan

[illegible]

p. 2



गवाह है  
जीवन माल

*[Signature]*

गवाह 2  
राजस्थान में रहते

*[Signature]*  
*[Signature]*

प्रमाणित किया जाता है कि फरिक्तेन व  
बाजीगण के निशान बड़े व हस्ताक्षर  
बारे समझ कर ले रहे हैं।

*[Signature]*  
मुख्य सचिव रजिस्ट्रार  
गुड़गांव

26.4.55

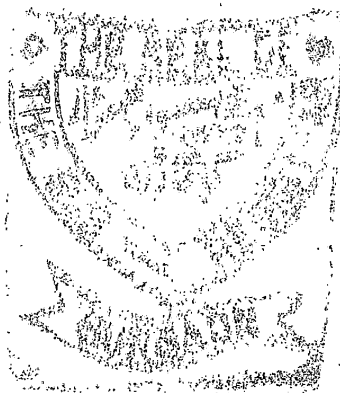






*Alho*  
रजिस्ट्रार  
गुडगांव

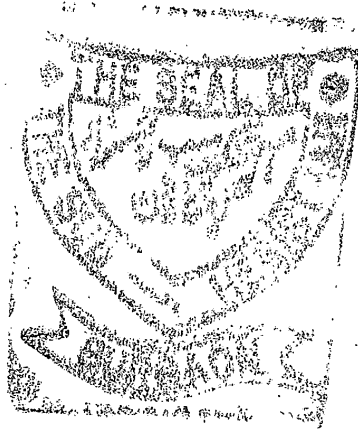
26.4.55

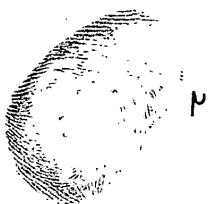




*Chop*  
मुक्त सब रजिस्ट्रार  
गुडगावां

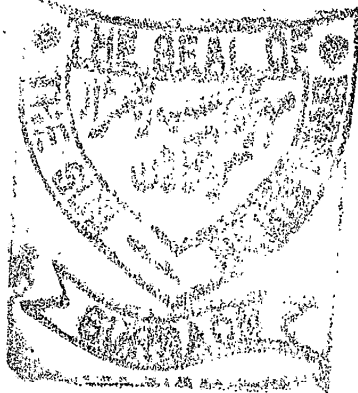
26-4-88



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*Choudhary*  
सुपुत सब रजिस्ट्रार  
मुद्रगांवां

२६.५.८८



१. १०००००/- १०००००/- १०००००/-  
 २. १०००००/- १०००००/- १०००००/-  
 ३. १०००००/- १०००००/- १०००००/-  
 ४. १०००००/- १०००००/- १०००००/-

५. १०००००/- १०००००/- १०००००/-  
 ६. १०००००/- १०००००/- १०००००/-  
 ७. १०००००/- १०००००/- १०००००/-

८. १०००००/- १०००००/- १०००००/-

२५९२.१८८ /.

१. १०००००/- १०००००/- १०००००/-

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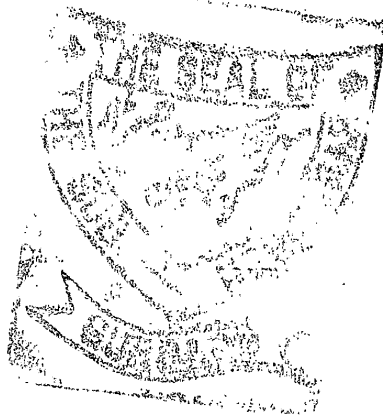
६. १०००००/- १०००००/- १०००००/-

७. १०००००/- १०००००/- १०००००/-

८. १०००००/- १०००००/- १०००००/-

९. १०००००/- १०००००/- १०००००/-

  
सुभाष रजिस्ट्रार  
गुडगांव  
26.4.95





pay order number 178573 dated 26<sup>th</sup> 85  
 and the Bank of India received 23.3.85  
 and the amount is 2

3. The sum of 1246094/- and the

pay order number 178574 dated 26<sup>th</sup> 85  
 and the Bank of India received

23.3.85 and the amount is 13  
 and the sum of 1246094/- and the  
 4. The sum of 210/- and the amount is 210/-

and the amount is 210/- and the  
 and the amount is 210/- and the

and the amount is 210/- and the

1907 210/- and the amount is 210/-

and the amount is 210/-

210/-  
 श्रीमान एन.ए.ए.  
 श्रीमान एन.ए.ए.

210/-



210/-

210/-



Amirul Hossain for 1. 210/-

210/-

210/-



210/-




210/-

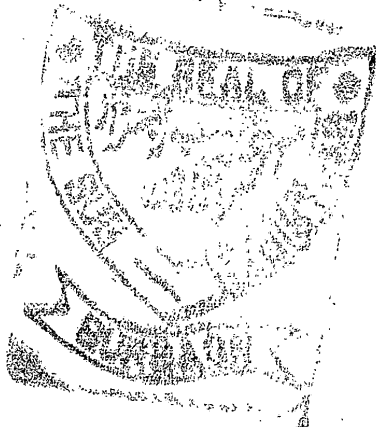
210/-

210/-

खोला नं० 552 अधिवक्ता यही नं० 1... दिनांक नं० 2004  
पृष्ठ नं० 63-66... पर विपदावा कथा काल  
यही नं० 1... दिनांक नं० 2004... पृष्ठ नं० 13...  
दिनांक 26-4-88... दो वर्ष बर्जितकाल किया

  
सहायक नगर मजिस्ट्रेट  
राजपुरावा

26.4.88



M.No. 2030  
Dt. 29.9.03

(X)

4330  
4/7/03

159

Sr.No. 501 Dated 4.7.03

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

that Stamp Duty of the amount of Rs. 4712500-

(Rupees Forty Seven Lacs Twelve thousand five hundred only.

has been levied on this document and paid by.....

M/s. D.L.F. Universal Ltd. N. Delhi

through Mangi Krr vide treasury challan No. 14

Dated 4.7.03 for Sale deed Rs. 37700000- in favour

of .....

TREASURY OFFICER  
COM-COLLECTOR  
GURGAON

किसम वसीका	मालियती	स्टाम्प	शब्द
बैयनामा आराजी	3,77,00,000 / -	47,12,500 / -	450

स्टाम्प नं0 501 दिनांक 4.7.2003

हमकि खुशीराम पुत्र तोता राम (1/2 भाग), नरेश पुत्र रतीराम (1/12 भाग), राम किशोर पुत्र रतीराम (1/12 भाग), श्रीमति संतोष (1/18 भाग), श्रीमति शकुन्तला (1/18 भाग) पुत्रीयान रतीराम व श्रीमति मैना देवी विधवा रतीराम (1/18 भाग) निवासी नाथूपुर, तहसील व जिला गुड़गांवा बजरिये श्री गोपाल कुमार पुत्र स्व0 श्री मुरलीधर निवासी 782, सैक्टर-14, गुड़गांवा, मुखत्यारे आम, बरूये मुखत्यारनामा आम वसीका नं0 8131, 8132, 8133,

पेज नं0 2

प्रलेख न: 4330

दिनांक 04/07/2003

डीड संबंधी विवरण			
डीड का नाम SALE OUTSIDE MC AREA			
भूमि का विवरण			
तहसील/सब-तहसील	गुडगांवा		
गांव/शहर	नाथूपुर		
स्थित	नाथूपुर		
भूमि की किस्म	चाही		
भूमि का क्षेत्रफल	1.00	18.00	7.00
धन संबंधी विवरण			
राशि 37,700,000.00 रुपये	स्टाम्प ड्यूटी की राशि 4,712,500.00 रुपये		
रजिस्ट्रेशन फीस की राशि 500.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये		

यह प्रलेख आज दिनांक 04/07/2003 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी Gopal Kumar पुत्र/पुत्री/पत्नी श्री Murli Dhar निवासी 782/14 UE GGN द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Gopal Kumar

सद्व रजिस्ट्रार

उप/संयुक्त पंजीयन अधिकारी

गुडगांव

उपरोक्त विक्रेताव श्री For:- K K Yadav

क्रेताहाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर

तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये 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।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Rajender Narain पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon

व श्री/श्रीमती/कुमारी Sadhu Ram पुत्र/पुत्री/पत्नी श्री Gopal Gauba निवासी 783/7 UE GGN ने की।

साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 04/07/2003

सद्व रजिस्ट्रार

उप/संयुक्त पंजीयन अधिकारी

गुडगांव

8134, 8135, 8136 दिनांक 18.6.2003 सब-रजिस्ट्रार-III, नई दिल्ली के हैं। जो कि मुख्त्यार कर्तागण आज तक जीवित हैं और मुख्त्यार नामें आम आज तक कैंसिल नहीं हुए हैं, मुख्त्यारे आम को आराजी बैय करने का हक हासिल है। जो कि मिकरान आराजी जरई खेवट नं0 14 मिन खाता नं0 24 खसरा नं0 115 (2-6) रकबा तादादी 2 बीघा 6 बिस्वा पुख्ता कां 5/6 भाग बकदर 1 बीघा 18 बिस्वा 7 बिस्वांसी पुख्ता, वाका रकबा मौजा नाथूपुर, तहसील व जिला गुड़गांवा के बरूये फर्द जमाबन्दी साल 1995-96 मालिक व काबिज हैं। यह आराजी एकवायरशुदा नही है और ना ही एकवायर का कोई नोटिस उपरोक्त आराजी की बाबत प्राप्त हुआ है। यह आराजी सरपलस रकबे का भाग नही है। इस आराजी का बेचने का सौदा किसी दीगर व्यक्ति से नही किया हुआ है। ना ही यह आराजी आज तक कहीं रहन, बैय, हिबे, पट्टे पर है। ना ही इस आराजी पर कोई सरकारी व गैर सरकारी व किसी बैंक आदि से कोई लोन लिया हुआ है। ना ही इस आराजी की बाबत कोई मुकदमा किसी अदालत में विचाराधीन है। ना ही इस आराजी की बाबत कोई कोर्ट डिग्री आदि की हुई है। यानि यह आराजी आज तक हर प्रकार के बार से पाक व साफ हैं। हमें तरक्की व खरीद दीगर जायदाद आदि के लिए रुपये की जरूरत है। इसलिए आज अपने ठीक होश हवाश में अपनी मर्जी और खुशी से व बगैर किसी दबाब के उपरोक्त आराजी मजकूरा बाला, मये सर्व अधिकार दाखली व खारजी सहित को बिलएवज मुबलिग 3,77,00,000/- रुपये (तीन करोड़ सतहतर लाख रुपये केवल) जिसके आधे मुबलिग 1,88,50,000/- रुपये होते हैं बदसत मैसर्ज डी.एल.एफ. यूनीवर्सल लिमिटेड, डी.एल.एफ. सैन्टर, संसद मार्ग, नई दिल्ली को बैय व फिरोख्त कर दी। कुल जरे समन 3,77,00,000/- रुपये (तीन करोड़ सतहतर लाख रुपये केवल) बजरिये चैक नं0 344537 दिनांक 1.7.2003 जारीकर्ता सिटी बैंक, एन.ए. दिल्ली अजां खरीदार से रोबरू श्रीमान सब-रजिस्ट्रार साहब गुड़गांवा, वसूल पाऊंगा। अब उपरोक्त आराजी बयशुदा की बाबत कोई रुपया खरीदार से लेना बाकी नहीं रहा है। कब्जा मौके पर खरीदार को दे दिया है और खरीदार को अपनी तरह मालिक व काबिज बना दिया है। जिस तरह चाहे काम में लावे उजर न होगा। दाखिल खारिज कागजात माल में दर्ज व मंजूर करा देंगे अगर हम ना करावें तो खरीदार को अधिकार होगा कि वह बरूये बैयनामा दस्तावेज हजा के खुद करा लेवे

<b>Reg. No.</b>	<b>Reg. Year</b>	<b>Book No.</b>
4330	2003-2004	1



विक्रेता

विक्रेता :- Gopal Kumar



क्रेता

क्रेता :- For:- K K Yadav



गवाह

गवाह :- Rajender Narain

*Capt. Coorbe*

Sadhu Ram

*2.00 5.67*

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,330 आज दिनांक 04/07/2003 को बही न: 1

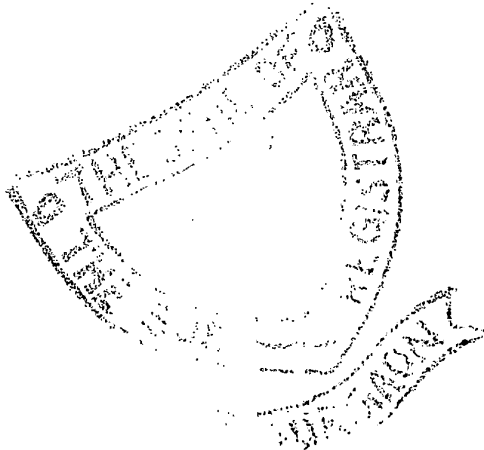
जिल्द न: 7,310 प्रष्ठ न: 177 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या

जिल्द न: 773 के प्रष्ठ सख्या 26 से 28 पर चिपकाई गयी।

मन राजिस्त्रार

उप सहायक पंजीयन अधिकारी  
गुडगावा

दिनांक 04/07/2003



उजर न होगा। अगर टाईटल के किसी किसम के कानूनी नुक्स की वजह से उपरोक्त आराजी बयशुदा खरीदार के कब्जे से निकल गयी तो हम और हमारे वारसान कुल जरे बैय व खर्चा हर्जा अदा करने के जिम्मेवार होंगे। अगर उपरोक्त आराजी पर आज तक का किसी प्रकार का कोई भार साबित हुआ तो उसकी अदायगी की जिम्मेवारी बयान की होगी। खर्चा स्टाम्प वगैरा सब खरीदार ने लगाया है। हम और हमारे वारसान इस तहरीर के पाबन्द रहेंगे। अतः यह बैयनामा तहरीर कर दिया ताकि सनद रहे और वख्त जरूरत पर काम आवे। तारीख तहरीर:

*Drafted by me*

**Hem Ram Khatana**  
Advocate  
Gurgaon

*4/7/23*

*Rajender Narain*

खुशी राम, नरेश, राम किशोर  
श्रीमति संतोष, श्रीमति शकुन्तला  
व श्रीमति मैना देवी बजरिये  
श्री गोपाल कुमार, मुखत्यारे आम।

मिनजानिब खरीदार  
श्री कृष्ण कुमार यादव

*Krishna Kumar*

गवाह :

*Rajender Narain*

**RAJENDER NARAIN ADVOCATE**  
Panchayat Bhawan  
562/16, Baraf Khana, Gurgaon

गवाह :

*S/3 Sh. Sadhu Ram*  
*Gopal Gaurda*  
*733 Sector 7 E & S*  
*GURGAON*

4330  
सहीका नं०.....अति० बही नं०.....  
जिल्द नं० 7420 पृष्ठ नं० 53-54 पर  
जस्पा किया गया वही नं०.....  
जिल्द नं० 704 पृष्ठ नं० 157 पर  
सिवाक को दर्ज रजिस्ट्रार किया गया

473

सब रजिस्ट्रार  
गुडगाँवा

सहीका नं०.....अति० बही नं०.....  
जिल्द नं०.....पृष्ठ नं०.....पर  
जस्पा किया गया वही नं०.....  
जिल्द नं०.....पृष्ठ नं०.....पर  
सिवाक को दर्ज रजिस्ट्रार किया गया

सब रजिस्ट्रार  
गुडगाँवा

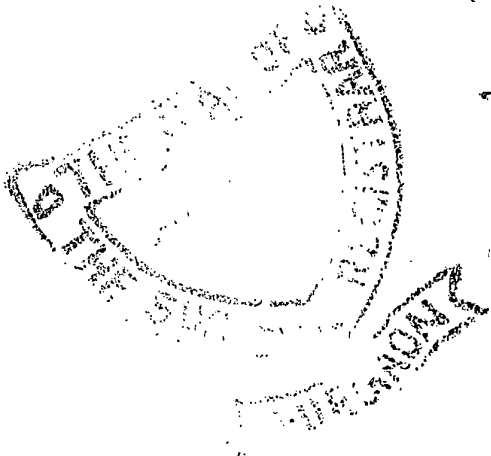
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\* Certified under section 42 of the Indian Stamp Act 1889 that stamp duty of the amount of Rs. 5249/- (Rupees Fifty Two Thousand One Hundred and Ninety) has been levied on this document and paid by Shri Ram Narayan & Shri R. Nathu Singh vide Treasury challan No. 12 dated 18/11/85 for sale of Plot 47500 in No Paragon Real Estate Apartments and

दस्तावेज बयनामा तादादी मुबल्लि ४,१७,५००)रु०

स्टाम्प तादादी मुबल्लि ५२,१९०)रु०

हमकि - राम निवास , बाले , पुत्रान शेरा , श्रीमती चन्द्रो , श्रीमती अनमा , श्रीमतीलाली , पुत्रीयान शेरा व श्रीमती दुरगी विधवा शेरा निवासीयान - मौजा नाथुपुर तह० व जिला गुडगावा हरियाणा के हैं :-

जो कि हम आराजी जर्ही तादादी १ बीघा ६ विशवा पुख्ता यानि ४ बीघे ७ विशवे खाम मुन्दर्जा खसरा न० ७० (१-६) पुख्ता यानि ४ बीघे ७ विशवे खाम वाक्या रकबा मौजा नाथुपुर तह० व जिला गुडगावा हरियाणा के मालिकान वकाब्जान विला सिरकतगैरी हम भिकरान है , और कागजात माल में बहैसियत मालिकान के हम भिकरान का नाम दर्ज है , ना यह रकबा इकवायरशुदा है ना सरपलस्त में है , ना ही कोई नोटिस इस आराजी के बारे में मांसूल हुआ है , इस आराजी परसरकारी या गैरसरकारी या किसी बैंक का कोई कर्जा या बार नहीं है , हरप्रकार से पाक व साफ है और ना ही किसी मुकदमा दीवानी , माल , फौजदारी वगैरा में मुकदमा या नीलाम है , ना ही कोई मुकदमा जेर समायत बाबत इस आराजी के हैं , ना ही किसी शख्स के

[illegible]

पास रहन व बय है , हम भिकरान को इस आराजी के बेचने का हक विला किसी रुकावट के हासिल है , हम भिकरान ने इस आराजी का मुहायदा बय हमराह मैसर्स- डी०एल०एफ० यूनिवर्सल लि० नई दिल्ली से दिनांक -

५-८-१९८५ किया हुआ है , मासिवाय इस मुहायदा बय हाजा के और कोई दीगर बार इस आराजी पर नहीं है , आराजी हजा पैदावार की लिहाज

से नाकिस है , इस वक्त हम भिकरान को इस आराजी की माकूल कीमत मिल रही है, इस जरे बय से हम इससे कई गुना आराजी और इससे सस्ती

आराजी दीगर जगह खरीद करेग औरजो रकम बच जावेगी, उससे अपना दूसरा कारोबार बढा सकते हैं , जिससे कुनवे की तरक्की होगी , हम -

भिकरान आज अपने ठीक होश हवास में बरजामन्दी खुद विला इकरा व अजबार दीगरे आराजी मजकूरा बाला बय जुमला हक हकूक दाखली व सारजी

मय एक अदद पुखता कूआ मय मोटर विलजी प्रम्पिंग सैट कोठा वगैरा व मय जुमला हक हकूक जो इस आराजी के बारे में हम भिकरान को हासिल हैं ,

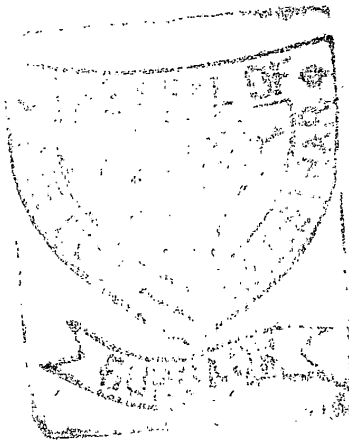
बिलएवज मुबलिंग ४,१७,५००)रु० सिक्का सरकार के आधे जिसके २,८,७५०)रु० होते हैं यह मुन्दर्जाबाला इकरार नामा बय की परशवस में बदस्त मैसर्स-

पैरागोन रियल स्टेट एण्ड अपार्टमेंन्ट्स प्रा० लि० २१- नरेन्द्राप्लेश संसदमार्ग नई दिल्ली बय व फ० रोकत करके इकरार करते हैं कि शरायत जैल के पाबन्द रहेंगे :-

(१) यह कि कुलजरे समन हस्बे तफसील जैल अजा खरीदार मौसूफ वसूल पा लिया है , और अब भिनजुमला कुल जरे समन के एक हुक्वामी बजिम्मे - खरीदार मौसूफ लेना बाकी नहीं रहा है ।

अभिहित किया गया कि कारखाना  
प्राचीनकाल के है और इसका  
प्राचीन नाम है...

१२  
६७७  
पुरखोवा



(२) यह कि आराजी मुबइया का वाकई कच्चा मौके पर खरीदार को दे दिया है और जो हक हकूक मुतालिका आराजी मुबइया हम भिकरान को हासिल थे वह - कामिल खरीदार मौसूफ को होगये हैं और उनको कामिल मालिक बनादिया है ।

(३) यह कि खरीदार ने यह आराजी बराये बनाने कालोनी खरीद की है, खरीदार को हक होगा कि वह इसमें रिहायसी कालोनी कमर्शियल कम्प्लेक्स इन्डस्ट्रीयल स्टेट वगैरा बनाये और इसका नकशा पास कराये , प्लाट काटे और दीगर किसी अखसास को बेचे , सड़कें बनाये और कालोनी के किसी भी काम की गरज के लिये काम में लावे , खाह मुन्तकिल करे , हमभिकरान को व वारिसान बाजगस्त हम भिकरान को कोई उजर न होगा , और हम भिकरान व वारिसान बाजगस्त हम भिकरान का आराजी मुबइया से कोई ताल्लुक व वास्ता किसी किस्म का नहीं रहा है और ना आइन्दा होगा ।

(४) यह कि वास्तिक खारिज आराजी मुबइया का बहक खरीदार करा देंगे अगर हम ना करायें तो खरीदार मौसूफ को हक हासिल होगा कि वह बरुये - दस्तावेज बयनामा हाजा के खुद करालें , हम भिकरान को कोई उजर न होगा ।

(५) यह कि अगर कोई शख्स व सहीम व शरीक पैदा होकर आराजी मुबइया की बाबत दावेदार होगा तो उसकी जुमला जवाबदेही बजिम्मे हम भिकरान होगी और आराजी मुबइया का कोई जुज या कुल हम भिकरान के टाइटल में किसी - कानूनी नुकश की वजह से कच्चा खरीदार से निकलजावेगा तो कुल जरे समन मय हर्जा व खर्चा की अदायगी के हम भिकरान व वारिसान बाजगस्त हम भिकरान जिम्मेदार होंगे , ऐसी हालत में खरीदार को अधिकार होगा कि कुल जरे समन मय हर्जा व खर्च वगैरा हम भिकरान या वारिसान बाजगस्त हम भिकरान की

रजदार  
मुहगांधी



जायदाद हरकिस्म जात खास से वसूल करले कोई उजर ना होगा ।

(६) यह कि खचतियारी किबाला रजिस्टरी वगैरा सब बजिम्मे खरीदार -  
मौसूफ करार पाया है ।

तफसील वसूलयाबी कुल जरे समन मुबलिंग ४,१७,५००)रु०

१- यह कि मुबलिंग १४,०००)रु० मारफत डी०एल०एफ० युनिवर्सल लि०

दिनांक ५-८-८५ को नगद बतौर बयाना व जुजवी कीमत वसूल पा चुके हैं ।

२- यह कि मुबलिंग ४९३ ५००)रु० ( केवल चार लाख तीन हजार पांच सौ रुपये )

नगद रोबरु सब रजिस्ट्रार साहब गुडगावा बवक्त रजिस्टरी तकमील हलकी -  
वसूल पायेगी । इस तरह से कुल मुबलिंग ४,१७,५००)रु०की वसूलयाबी तसलीम -  
करते हैं ।

(७) यह कि कोई शर्त वापसी बय की ना रही लिहाजा यह बयनामा -  
तहरीरकर दिया कि सनद रहे और समय पर काम आवे ।

तारीख तहरीर २०-६-८५

(१) गवाह :-

(२) गवाह :-

राम निवास

बाले

श्रीमती चन्द्रो

श्रीमती अनमा

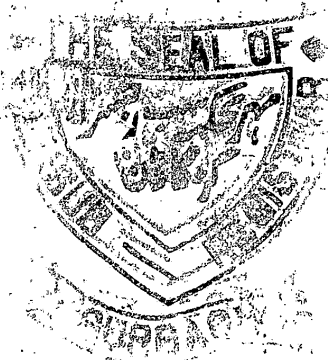
श्रीमती लाली

श्रीमती दुर्गा

२५/६/८५

3653 / 2087  
पुनः पं. 51-55  
अपी पं. 328  
दिनांक 24-9-85

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रजिस्ट्रार  
मुहगांवा



रजिस्ट्रार



दस्तावेज नं १४१०  
१२/११/१९७७

(4) 25/10 25

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16/11



दस्तावेज नैयमाता तदादी मुबलिंग - ६७५७०-०० रूपया

स्टाप्प तदादी मुबलिंग - ८५००-०० रूपया

स्टाप्प नम्बर व तारीख २२५७ दिनांक ६-११-८५ खजाना गुडगावां से

(D9)

हम कि मास्टर महेश नावालिंग १।३६ भाग पुत्र शेरा व कुमारी नौरंग

नावालिंगापुत्री शेरा १।३६ भाग बजरिया श्रीमति कमला माता खुद व कोर्ट

गाउँयन मिन जानिव नावालिंगान बजरिया हुकम अदालत डिस्ट्रिक्ट जज गुडगावां

वा मुकदमा श्रीमति कमला बनाम जनरल पब्लिक, निवासी गावं नाथूपुर तहसील

व जिला गुडगावां की हु- जो कि हम बाराजी नरई तदादी ५ बिस्वापुखता

मुन्दरजा खसरा नम्बर-७३ तदादी ४ बीघा १६ बिस्वा के १।३८ हिस्सा बाकदर

५ बिस्वा पुखता वाका सिवाना मौजा नाथूपुर तहसील व जिला गुडगावां के

मालिकान व काबिजान बिला शरकत गैरे हम मिकरान है और कागजात माल मे

वा हसीयत मालिक के हम मिकरान का नाम दर्ज है । ना यह रक्बा एकवायर

शुदा है ना सरपलस मे है और ना ही कोई नोटिस इस बाराजी के बारे मे मौजूक

हुवा है इस बाराजीपर सर कारी या या गैर सरकारी या किसी बक का कोई

करना नही है । हर प्रकार से पाक व साफ है ना ही किसी मुकदमा दीवानी

माल-फाँजदारी वगैरा मे कुर्की या मिलाप है, ना ही कोई मुकदमा जेरे समायत



Smt. K. K. K.

2257/1 क 6/11 857 (50002300250)

माल महेश नाबालिका कच की शेर

नाबालिका की नाबालिका 675702

प्राप्त होने दिनांक 2022 05 24 माह 05  
लि. नई दिल्ली

सब रजिस्ट्रार

प्राप्त दिनांक 1.8.86 बराज 20/11/86 मुताबक 10/11/86  
साक्षात् समस्त 1908 समय प्राप्ति 24/05 वजे दिनांक  
की 10/11/86 20/11/86 निवासी 20/11/86  
दि 20/11/86 हमार सम्मुख कार्यालय सब रजिस्ट्रार  
कहा रजिस्ट्री पेज किया।

कमल 22/11/86

सब रजिस्ट्रार  
मुद्रणांवा



कमल पत्रिका हजा की  
ने बहाल की  
पत्रिका सुनाय  
पत्रिका की स्वी  
पत्रिका

कमल  
कुंठ 50002300250  
कमल 588045 Rs 32396/50  
1/88  
588045 R 32396/50  
1/88

उपस्थ करेसो नोट गिनकर सम्भा  
दि पहले लेना स्वीकार  
व की 20/11/86 20/11/86 20/11/86  
सक्षी प्रथम से

वर्तमान एजाज  
लाफि से प्रधान  
महल प्रयाग 42  
Each  
S B. i M R. 1/88

सब रजिस्ट्रार  
मुद्रणांवा

कमल 22/11/86

कुंठ 50002300250  
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ज 1  
सत्य मानवार्थ

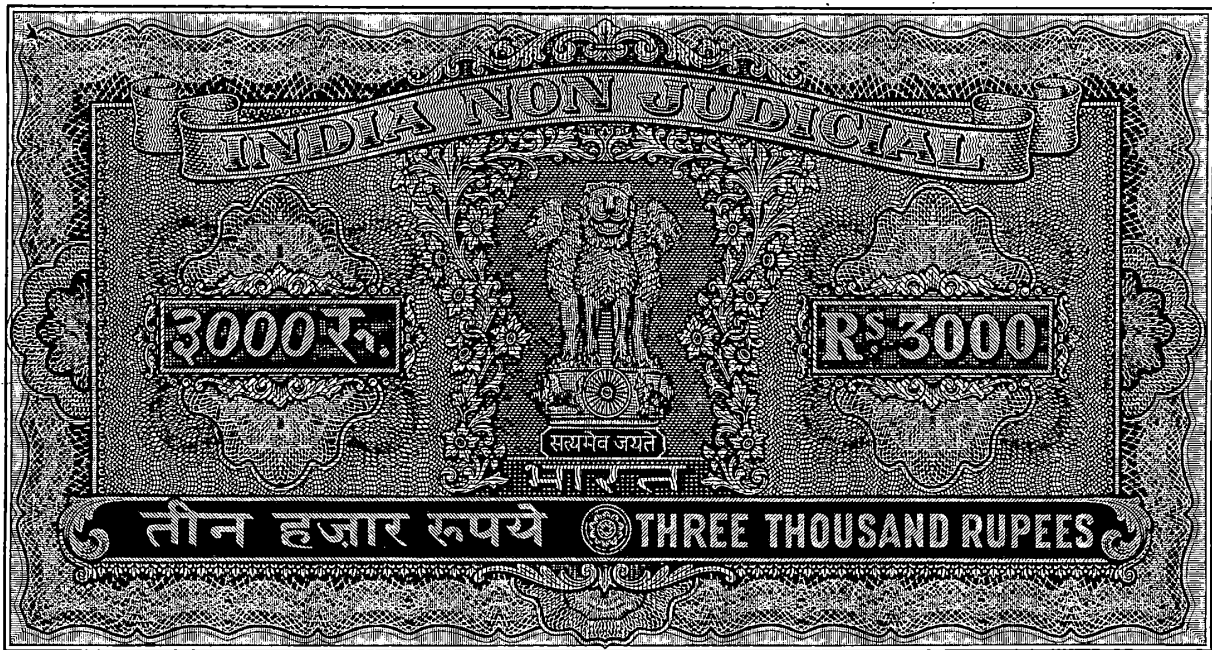
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कुंठ 50002300250



M. J. Jadar

Satnam Singh  
A

Shishu Lal



-२-

बाबत इस बाराजी के है । ना ही किसी शकस के पास रहन या बैय है । हम  
मिकरान को इस बाराजी के बेचने का हक बिला किसी रुकावट के हासिल है ।  
हम मिकरान ने इस बाराजी का मुहैयादा बैय हमराह मे 0 डी एल एफ यूनीवरसल  
लि० न्यु देहली से दिनांक १७-६-१९८५ को किया हुआ है। मां सिवाये इस मुसहंदा  
बैय हाजा के और कोई दीगर बार इस बाराजी पर नहीं है। बाराजी हाजा  
पैदावार के लिहाज से नाकिस है इस वजत हम मिकरान को इस बाराजी की माकूल  
कीमत मिल रही है । इस जरे बैय से हम इससे कई गुना बाराजी और इससे सस्ती  
बाराजी दीगर जगह खरीद करेंगे और जो रकम तब जावेगी उससे अपना दुसरा  
कारोबार बढा सकते है जिससे कुनवा की तरक्की होगी। हम मिकरान आज अपने  
ठीक ह शि हवास मे बा रजामन्दी खुद बिला इकरा व अनबार दीगरे बाराजी  
मजकुरा बाला मये जुमला हक हकूक दाखली व खारजी मये एक अदद पुखता कुवां  
मोदर व बिजली मप्पींग सैट कोठा वगैरा मये जुमला हक हकूक जो इस बाराजी  
के बारे मे हम मिकरान को हासिल है बिलएवज मुबलिग ६७५७०-०० रूपया

2255/2 of 6/11 - 3000  
83 - 5500  
R.H. L.

प्रमाणित किया जाता है कि फरीदकोट व  
साहीगढ़ जिलों में अंगूठे व हस्ताक्षर  
हमारे सम्मुख कराये गये।



  
सब रजिस्ट्रार  
गुडगांव



-3-

सतसठ हजार पाच सौ सतर रूपया बाधे जिसके मुबलिंग ३३७५-०० रूपया होते है यह मुन्दरजा बाला इकरार नामा बैय के पुरसुरेन्स मे बादस्त मे० पैराग्राँन रियल इस्टेट एन्ड अपार्टमेंट्स लि० २१ नरेन्द्रा पालेस पारलीयामेन्ट स्ट्रीट न्यु देहली बैय व फिरोखत करके इकरार करते है कि शरायत जैल के पाबन्द रहेगे:-

१ - यह कि कुल जरे समन हस्वे तफसील जैल अज्जा खरीदार मौसुफ वसूल पा लिया है ।

२- यह कि आराजी मुबैया का वाकाइया कबजा मौका पर खरीदार कने दे दिया है और जो हक हकुक मुतालिका आराजी मुबैया हम मिकरान को हासिल थे वो काफिल खरीदार मौसुफ को हो गये है और उन को काफिल मालिक बना दिया है ।

३- यह कि खरीदार ने यह आराजी बराये बनाने कलौनी खरीद की है खरीदार को हक हासिल है कि वो इसमे रिहायशी कलौनी- कमरशीयल कम्पलेक्स, इन्डस्ट्रीयल इस्टेट वगैरा बनाये और इस कानक्शा पास कराये और कीगर किसी शकस को बैचे, सडके बनाये और कलौनी के किसी भी काम की गरज के लिए काम मे लावे । खाह मुन्तकील करे हम मिकरान को वा वारसान हम मिकरान को



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कोई उजर ना होगा और हम मिकरान वा वारसान बाजुगशत हम मिकरान का  
भाराजी मुबैया से कोई तालुक वा वास्ता किसी किसम का नहीं रहा है और  
ना बाहिन्दा होगा।

४- यह कि दाखिल खारिज भाराजी मुबैया का बहक खरीदार करा देगे अगर हम  
ना कराये तो खरीदार मौसुफ को हक हासिल होगा कि वो बख्ये दस्तावेज हाजा  
बैयनामाके खुद करा ले। हम मिकरान को कोई उजर ना होगा।

५- यह कि अगर कोई शकस, सहि म व शरीक पैदा होकर भाराजी मुबैया की बाबत  
दावेदार होगा तो उसकी जुमला जवाब देही वा जिप्मे हम मिकरान होगी और  
भाराजी मुबैया का कोई जुजव या कुल हम मिकरान के टाइटल मे किसी कामुनी  
मुक्स की वजह से कबाजा खरीदार से निकल जावेगा तो कुल जरे समन मये हरजा  
वा खरचा की अदायगी के हम मिकरान वा वारसान बाजुगशत हम मिकरान जिप्मे  
वार होंगे। ऐसी हालत मे खरीदार को अधिकार होगा कि कुल जरे समन मये हरजा  
वा खरचा वगैरा हम मिकरान या वारसान बाजुगशत हम मिकरान की जायदाद  
हर किसम व जात व स्वात खास से वसूल कर लेवे कोई उजर ना होगा।

६- यह कि खरचा तैयारी किवाला रजिस्टरी वगैरा सब वा जिप्मे खरीदार  
मौसुफ करार पाया है।

तफसील वसूलयाबी कुलजरे समन मुबलिंग ६७५७०-०० रूपया

(1) यह कि मु० २७७७१- दो हजार सात सौ सत्तर रूपये बतौर बयाना व जुजवी  
की मत माफत डी एल एफ यूनीवर्सल लि० नई दिल्ली से दिनांक १७-६-८५ को  
वजारिये वली सरपरस्त वसूल पा चुके है।

२- यह कि मु० ३२३८६-५० पैसे का बैंक ड्राफ्ट नम्बरी ५८८०४५ बहक मास्टर साहेब  
मुबलिंग ३२३८६-५० पैसे का बैंक ड्राफ्ट नम्बरी-५८८०४६ बहक कुमारी नीरगं  
दोनों दिनांक १-८-८६ जारी करवा भारतीय स्टेट बैंक धरौलीरोड गुडगावां  
बावबत तफसील रजिस्टरी रीबक सब रजिस्टरार साहब गुडगावां वसूल पायेगे।

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सच रजिस्ट्रार  
मुद्रगांवा





(७) यह कि कोई शर्त वापसी बैय की नहीं रही। लिहाजा यह बैयनामा तहरीर कर दिया कि सन्द रहे और वक्त जरूरत काम आवे।

तारीख तहरीर १-८-१९८६

गवाहान-

सत्यभान लट्टायत

एडवाकट गुर्गाण

१- *Satish Kumar*  
*A*

श्रीमति कमला विधवा शेरा

माता , व वली सरपरस्त व कोर्ट गार्डियन

मिन जानिब महेश पुत्र व कुमारी नौरंग

२- किशनलाल शिन्धनपुत्री नाबालिगान

नामपुर

*Kishan Lal*

*For purchaser*  
*M. Yadav*



यह रजिस्ट्रार किया गया

अजय अग्रवाल १०/८/८६ न० ५९२

AJAY AGARWAL  
Documents Writer  
GURGAON.

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बसंत नं० ..... अजिंक्य नं० ..... जिल्हा नं० .....  
 पृष्ठ नं० ..... 2-10 ..... पर चिपकाया गया दाखला  
 बही नं० ..... जिल्हा नं० ..... 38-7 पृष्ठ नं० ..... 1/1 ..... पर  
 दिनांक 1/8/86 को दर्ज रजिस्ट्रार किया गया।



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 सब रजिस्ट्रार  
 गुरुगांव

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\* Certified under section 42 of the Indian Stamp Act 1889 that stamp duty of the amount of Rs. 39657 (Rupees Thirty nine thousand six hundred and fifty seven) has been levied on this document and paid by Shri Nam Singh Hurdial No. 12 vide Treasury challan No. 12 dated 18/9/85 for Sale deed of 31200 sq ft Paragon Rent Estate + Apartments etc.

TREASURY OFFICER  
GURGAON

18/9/85

दस्तावेज बयनामा तादादी मुबलिंग ३,१२,५००)रु०

स्टाम्प तादादी मुबलिंग ३६०६५)रु०

63

मन्के - श्री राम पुत्र हरदयाल कौम अहिर निवासी मौजा नाथपुर तहसील  
जिला गुडगावा का हू :-



जो कि मैं आराजी जरई तादादी १ बीघा ५ विश्वे पुखता यानि  
३ बीघे १५ विश्वे खाम मुन्दर्जा खसरा नं० ७१(१-५) पुखता यानि ३ बीघे  
१५ विश्वे खाम वाक्या रकबा मौजा नाथपुर तहसील व जिला गुडगावा  
हरियाणा का मालिक व काविज हू , और कागजात माल में बहैसियत मालिक  
के भिनभिकर का नाम दर्ज है , ना यह रकबा हकवायरशुदा है , ना सरपलस्त  
में है , ना ही कोईनोटिस इस आराजी के बारे में मौसूल हुआ है , इस आराजी  
पर सरकारी या गैसरकारी या किसी बैंक का कोई कर्ज या बार नहीं है ,  
हर प्रकार से पाक व साफ है , ना ही किसी मुकदमा दीवान, माल , फौजदारी  
वगैरा में कुरक या नीलाम है , ना ही कोईमुकदमा जेर समायत बाबत इस -  
आराजी के हैं , ना ही किसी शख्स के पास रहन व बय है , भिनभिकर को  
इस आराजी के बेचने का हक विला किसी रुकावट के हासिल है , भिनभिकर  
ने इस आराजी का मुहायदा बय हमराह मैसर्स- डी०एल०एफ० युनिवर्सललि०  
नई दिल्ली से दिनांक ५-८-८५ को किया हुआ है , मासिवाय इस ---२

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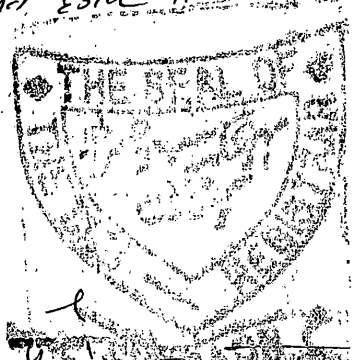
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2,55,50/- 2 लाख 55 हजार 500 पचास रुपये केवल



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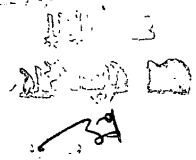
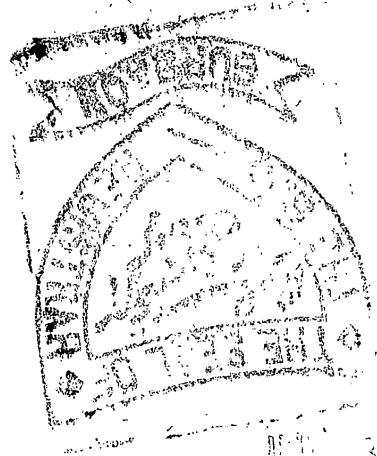
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श्रीराम श्री एलन एल नारायण

मुहायदा बय के हाजा के और कोई दीगर बार इस आराजी पर नहीं है ,  
 आराजी हजा पैदावार की लिहाज से नाकिस है , इस वक्त भिनभिकर  
 को इस आराजी की माकूल कीमत मिल रही है , इस जेर बय से भिनभिकर  
 इससे कई गुना आराजी आई इससे सस्ती आराजी दीगर जगह खरीद करेगा  
 और जो रकम बच जायेगी उससे अपना दूसरा कारोबार बढ़ा सकता है ,  
 जिससे कुनवे की तरक्की होगी , भिनभिकर आज अपने ठीक होश हवास  
 में बरजामन्दी खुदविला इकरा व अजबार दीगरे आराजी मजकूरा बाला  
 मय जुमला हक हकूक दाखली व खारजी जो इस आराजी के बारे में भिन-  
 भिकर को हासिल है बिलएवज मुबलिंग ३,६२,५००)रु० सिक्का सरकार के  
 आधे जिसके १,५६,२५०)रु० होते हैं , यह मुन्दर्जाबाला इकरार नामा बय  
 की पारखस में बदस्त मैसरी- पैरागोन रिगल स्टेट एण्ड अपार्टमेन्ट्स प्रा० लि०  
 २१- नरेन्द्रा प्लेस ससद मार्ग नई दिल्ली बय व फरोक्त करके इकरार -  
 करता हूँ कि शरायत जैल का पाबन्द रहूंगा :-

(१) यहकि कुल जेर समन हस्वे तफसील जैल हजा खरीदार मौसूफ वसूल  
 पा लिया है और अब भिनजुमला कुल जेर समन के एक हुव्वा भी बजिम्मे -  
 खरीदार मौसूफ लेना बाकी नहीं रहा है ।

(२) यह कि आराजी मुबइया का वाकई कब्जा मौके पर खरीदार को  
 दे दिया है और जो हक हकूक मुतालिका आराजी मुबइया भिनभिकर को  
 हासिल थे वह कामिल मालिक खरीदार मौसूफ को हो गये हैं औरउनको  
 कामिल मालिक बना दिया है ।



1. Low Price Books

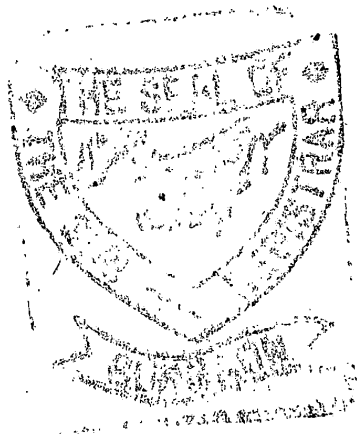
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(३) यह कि खरीदार ने यह आराजी बराये बनाने कालोनी खरीद की है , खरीदार को हक होगा कि वह इसमें रिहायसी कालोनी कमर्शियल कम्प्लेक्स इन्डो स्टेट वगैरा बनाये और इसका नक्शा पास कराये , प्लॉट काटे और दीगर किसी अखसास को बेचे , सड़के बनाये और कालोनी के किसी भी काम कीगर्जस् के लिये काम में लावे , स्वाह मुन्तकिल करे , हम भिकर को व वारिसान भिनभिकर को कोई उजर ना होगा , और भिनभिकर व वारिसान बाजगस्त भिनभिकर का आराजी मुबइया से कोई ताल्लुक व वास्ता किसी किस्म का नहीं रहा है और ना आइन्दा होगा ।

(४) यह कि दाखिल खारिज आराजी मुबइया का बहक खरीदार करा देगे अगरमें वा कराऊ तो खरीदार मौसूफ को हक हासिल होगा कि वह बरुये दस्तावेज हाजा बयनामा के खुद कराले भिनभिकर को कायी उजर न होगा ,

५- यह कि अगर कोई शख्स व सही म व शरीक पैदा होकर आराजी मुबइया की बाबत दावेदार होगा तो उसकी जुमला जवाबदेही बजिम्मे भिनभिकर होगी और आराजी मुबइया का कोई जुज या कुल भिनभिकर के टाइटल में किसी कानूनी नुकुश की वजह से कब्जा खरीदार से निकल जावेगा तो कुलजरे समन मय हर्जा व खर्चा की अदायगी के भिनभिकर व वारिसान बाजगस्त - भिनभिकर जिम्मेदार होगी , एसी हालत में खरीदार को अधिकार होगा कि कुल जरे समन मय हर्जा व खर्चा वगैरा भिनभिकर व वारिसान बाजगस्त भिनभिकर की जायदाद हरकिस्म व जात खास से वसूल करले , कोई उजर न होगा

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महंगावां

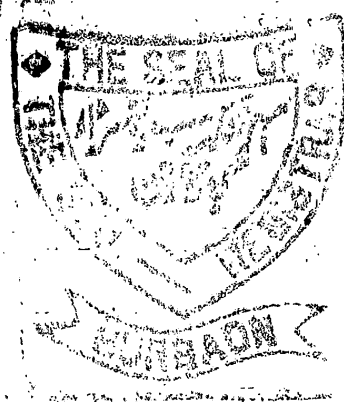






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मुद्रणादी



No. 236 D1-6/11 WPT 85 (3) 16

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Certified under section 42 of the Indian Stamp

Act, 1889 that stamp duty of the amount of

Rs. 143563/- (Rupees one lac forty three thousand five hundred and three)

has been levied on this document and paid by Kamla

Wd/o Shera R/o Nuthurpur vide Treasury

Challan No. 36 dated 6.11.85 for Judicial

of Rs. 1148433/- in favour

of Paragane Real Estate & Apartments Ltd. New Delhi

Treasury Office  
1st Floor,  
Gurgaon. 6.11.85

दस्तावेज बयनामा तदादी मुबलिंग ११,४८,४३३-०० रूपया

स्टाम्प तदादी मुबलिंग - १,४३,५६३ रूपया । खजाना गुडगावां।

हम कि श्री मति कमला विधवा व गजराज -रानेश-पिसरान ,व श्री मति

श्री मति गरमेश पुत्री शेरा हर चार बा हिस्सा बराबर १।६ भाग

श्री मति शर्बती पुत्री बोदन १।६ भाग- कृतर- किशन लाल- मोहन लाल

पिसरान व श्री मति मोया- श्री मति मेवा-श्री मति चन्हर- पुत्रीयान व

श्री मति लाली विधवानथन हर सात बा हिस्सा बराबर १।३ हिस्सा

दीपचन्द बलद शादी १।३ हिस्सा, निवासीयानमोना माधूपुर तहसील व

जिला गुडगावां(हरियारा) के हैं जो कि हम बाराजी नरहं तदादी

४ बीघा १६ बिस्वा पुखता यानी १४ बीघा ८ बिस्वा खाम के १७।१८ भाग

बाकदर ४ बीघा ११ बिस्वा पुखता खसरा नम्बर ७३ तदादी ४ बीघा १६

बिस्वा के १७।१८ भाग बाकदर ४ बीघा ११ बिस्वा पुखता बाका मौना

पेज न०-२

6/11/8

1907

मोहन लाल विद्यालया विजयवाड़ा, विजयवाड़ा, जिला, जयपुर, राजस्थान

मोहन लाल विद्यालया विजयवाड़ा का सौ



मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान  
मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान  
मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान  
मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान

Certd. 4, 8, 2011

Seal at page three

मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान  
मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान



मोहन लाल विद्यालया विजयवाड़ा, जिला, जयपुर, राजस्थान

मोहन लाल

मोहन लाल

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मोहन लाल



नाथूपुर तहसील व जिला गुडगावां(हरियाराणा) के मालिकान व काबिजान है ।  
 और कागजात माल मे वा हैसीयत मालिकान के हम मिकरान का नाम दर्ज है।  
 ना यह रकबा स्कवायर शुदा है, ना सरपलस मे है, ना ही कोई नोटिस इस  
 आराजी के बारे मे मौसूल हुआ है। इस आराजी पर सरकारी या गैर सरकारी  
 या किसी बैंक का कोई करजा या बार नहीं है। हर प्रकार सेपाक व साफ है।  
 और ना ही किसी मुकदमा दीवानी-माल- फौजदारी वगैरा मे कुर्क या निलाम  
 है, ना ही कोई मुकदमा जेरे समायत बाबत इस आराजी के है, ना ही किसी  
 शकस के पास रहन या बैय है, हम मिकरान को इस आराजी के बेचने का हक  
 बिला किसी रुकावट के हासिल है । हम मिकरान ने इस आराजी का मुहैया  
 बैय हमराह मै० डी एल एफ युनीवरसल लि० नयु देहली से दिनांक १७-६-८५  
 को किया हुआ है मां सिवाये मुहैयादा इस बैय हाजा के और कोई दीगर बार  
 इस आराजी पर नहीं है। आराजी हाजा पैदावार के लिहाज से नाकिस है ।  
 इस वक्त हम मिकरान को इस आराजी की माकूल कीमत मिल रही है इस जेरे  
 बैय से हम इससे कई गुना आराजी और इससे सस्ती आराजी दीगर जगह खरीद  
 करेंगे और जो रकम बच जावेगी उससे अपना दुसरा कारोबार बढा सकते है ।  
 जिससे कुनबा की तरक्की होगी। हम मिकरान आज अपनेठीक होश हवास मे  
 वा रजामन्दी खुद बिला इकरा व अनबार दीगरे आराजी मजकुरा वाला मये  
 गुमला हक हक्क दाखली व खारजी वा मये एक अदद पुखता कुर्बा व मोटर बिजली  
 पम्पींग सैट कोठा वगैरा बामये गुमला हक हक्क जो इस आराजी के बारे मे

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10/11



12/11/11  
7



11/11



12/11/11  
8



12/11/11



12/11/11  
9



12/11/11



12/11/11

Amirul Hossain

12/11/11

Sube Santhi

12/11/11

12/11/11



12/11/11

हासिल है बिलखन मुबलिंग ११, ४८, ४३३-०० रूपया (चारहा लाख अठतालीस हजार चार सौ तेतीस रूपया) सिक्का सरकार के बाघे जिसके मुबलिंग ५, ७४, २१६-५।

होते है यह मुन्दरजा बाला इकरार नामा बैय के परबुरेन्स मे बादस्त मे० पैरागोन रियल इस्टेट एन्ड अपार्टमेंट्स लि० २१ नरेन्द्रा पालेस पारली यामेन्ट

स्ट्रीट नयुवेहली बैय व फिंरौस्त करके इकरार करते है कि शरायत जैल के पाबन्द रहेगे:-

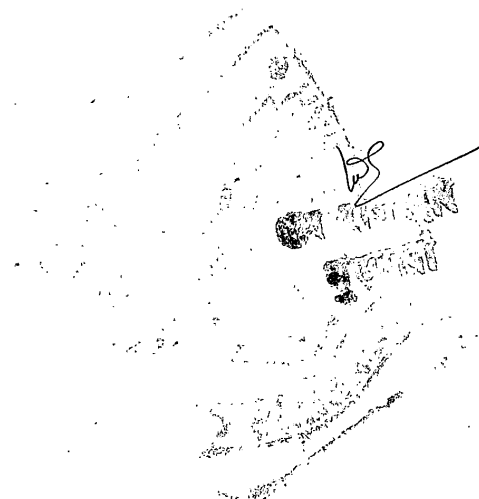
१- यह कि कुल जरे समन हस्वे तफसील जैल अजा खरीदार मौसुफ वसुल पा लिये है ।

२- यह कि आराजी मुबैया का वाकाइया कबजा मौका पर खरीदार को दे दिया है और जो एक हकूक मुतालिका आराजी मुबैया हम मिकरान को हासिल थे वो कामिल खरीदार मौसुफ को हो गये है और उन को कामिल मालिक बना दिया है।

३- यह कि खरीदार ने यह आराजी बराये बनाने कलौनी खरीद की है खरीदार को एक हासिल है कि वो इसमे रिहायशी कलौनी-कमरेशियल कम्पलेक्स इन्डस्ट्रीयल इस्टेट वगैरा बनाये और इस कानक्शा पास कराये । प्लॉट काटे और दीगर किसी शकस को बेचे, सडके बनाये और कलौनी के किसी भी काम की गरज के लिए कामुमे लावे, खाह मुन्तकीलकरे, हम मिकरान को वा वारखान बाजुगशत हम मिकरान को कोई उजर ना होगा और हम मिकरान और वारखान बाजुगशत हम मिकरान का आराजी मुबैया से कोई तालुक वा वास्ता किसी किस्म का नही रहा है और ना आहिन्दा होगा।

पेज न०-४

①	ch <sub>u</sub>	085702	data 6/12 & B <sub>s</sub>	32387-	OK!
②	~	089713	~ B <sub>s</sub>	32387-	~
③	~	089707	~ B <sub>s</sub>	388664-	~
④	~	089708	~ B <sub>s</sub>	55547-	~
⑤	~	089709	~ B <sub>s</sub>	55547-	~
⑥	~	089710	~	55521-	~





४- यह कि दाखिल खातिर आराजी मुबैया का वहक खरीदार करा देगे

अगर ना कराये तो खरीदार मौसुफ को हक हासिल होगा कि वो बख्शे

दस्तावेज हाजा बैयनामा के खुद करा लेवे। हम मिकरान को कोई उजर ना होगा।

५- यह कि अगर कोई शकस, स्लीम व शरीक पैदा होकर आराजी मुबैया की

बाबत दावेदार होगा तो उसकी जुमला जवाब देही वा जिम्मे हम मिकरान

होगी और आराजी मुबैया का कोई जुजब या कुल हम मिकरान के टाईटल मे

किसी कानूनी मुक्स की वजह से कबजा खरीदार से निकल जावेगा तो कुल जरे

समन मये हरजा वा खरचा की अदायगी के हम मिकरान वा वारसान बाजगशत

हम मिकरान जिम्मेवार होंगे। ऐसी हालत मे खरीदार को अधिकार होगा कि

कुल जरे समन मये हरजा वा खरचा वगैरा हम मिकरान या वारसान बाजगशत

हम मिकरान की जायदाद हर किस्म जात खास से वसूल कर ले कोई उजर नहोगा।

६- यह कि खरचा तैयारी किबाला रजिस्टरी वगैरा सब वा जिम्मे खरीदार

मौसुफ करार पाया है।

तफसील वसूलयाबी कुल जरे समन ११,४८,४३३ रुपया :-

(क) यह कि मुबलिंग ४७२३ रुपया तिथि १७-६-१६८५ को बतौर बयाना

व जुजबी की मत वसूलपा चुके है ।

(ख) यह कि मुबलिंग ३२,३८८-०० रुपया श्रीमति कमला ,३२३८८-०० रुपया

श्रीमति गरमेश, मु० १,६४,३३३-०० रुपया श्रीमति शरबती ,५५५२३-०० रुपया

श्रीमति माया, ५५५२३-०० रुपया श्रीमति मेवा ,५५५२३-०० रुपया श्रीमति चन्द्र

व मु० ५५५२३-०० श्रीमति लाली कुल मुबलिंग ४,८१,२०१०० नकद राबक

सब रजिस्टार साहब वसूलपायेगे।



(सस्) यह कि मुबलिंग ३२३८८-०० रूपया गनराज, व ३२३८८-०० रूपया राजेश ,  
व ५५५२३-०० रूपया कतर, ५५५२३-०० रूपया विशन लाल, ५५५२३-०० रूपया  
मोहन लाल व ३,८८,६६४-०० रूपया दीप चन्द कुल मुबलिंग ६,२०,००६-०० रूपया  
बजरिया बैंक बावक्त रजिस्टरी रोवरू सब रजिस्टरार गुडगावां वसूल पायेगे।  
इस तरह हम जुमला बायान कुल मुबलिंग ११,४८,४३३-०० रूपया की वसूलाबी  
को तसलीम व तसदीक करते हैं ।

(७) यह कि कोई शरत वापसी बैय की नहीं रही है। लिहाजा यह बैयनामा  
त हरीर कर दिया कि सन्द रहे । और वक्त जरूरत काम आवे।

तारीख तहरीर ६-११-१९८५

गवाहान-

मुबलिंग नमस्ते

१- नयूरी

Subesun

श्रीमति कमला -

गनराज -

राजेश

श्रीमति गनराज -

श्रीमति सरवती -

कतर

देवी लाल लाल लाल

२- नयूरी

नगराज

विशन लाल -

मोहन लाल -

श्रीमति माया

श्रीमति मेवा -

श्रीमति चन्दर -

श्रीमति लाली

व दीप चन्द

देवी लाल लाल लाल

नयूरी नयूरी

SAT NARAIN AGGARWAL  
Documents Writer  
GURGAON (Haryana)

For purchase  
Amindul

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37 + 24

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16-11-85

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REGD.

FORM BR-VI  
[See Rule-47 (1)]

From The Director,  
Town and Country Planning,  
Haryana, Chandigarh.

To M/S DLF Limited;  
DLF center, Sansad Marg;  
New Delhi - 110 001

Memo No: 22120

Dated: 5-9-07

Whereas M/s DLF Limited has applied for the issue of an occupation certificate in respect of the buildings described below, I hereby grant permission for the occupation of the buildings after charging the composition charges amounting to Rs.73,89,176/- (Rupees Seventy Three Lac Eighty Nine Thousand One Hundred and Seventy Six Only) for the variations vis-à-vis approved building plans subject to the following conditions:-

1. The building shall be used for the purposes for which the occupation certificate is being granted and in accordance with completion plans to be issued by the Department and shall be used only by Software Services or IT Enabled Services Company/Companies in accordance with the uses defined in the approved Zoning Regulations / Zoning Plan and terms & conditions of the licenses. Any violation of this condition shall render this occupation certificate null and void.
2. That you shall abide by the provisions of Apartment Ownership Act, 1983 and Rules framed thereunder. All the premises for which occupation certificate is being granted shall have to be compulsorily registered and a deed of apartment will have to be filed by you with in the time schedule as prescribed under the Apartment Ownership Act 1983. Failure to do so shall invite legal proceedings under the statute.
3. That you shall comply with all the conditions laid down in the memo no. FS-2007/782 dated 7.5.2007 and FS-2006/1865 dated 11.12.2006 of the Executive Officer Municipal Council, Gurgaon with regard to fire safety measures.
4. That you shall be fully responsible to supply of water as per norms till such time the colony is handed over after final completion.
5. That you shall obtain the connection for disposal of sewerage and drainage from HUDA after laying the services to the point of external services on payment of prescribed fee and charges including the cost of such connection. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion.
6. That you shall be solely responsible for disposal of sewerage and storm water of your colony till such time these services are made available by HUDA/State Government as per their scheme.
7. That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you.
8. That you shall maintain roof top rain water harvesting system properly and keep it operational all the time.
9. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
10. That you shall comply with all the stipulations mentioned in the NOC issued by Air Port Authority of India vide letter no. AAI/20012/69/1996-ARI Dated 31.10.2002. The Day and Night marking shall be maintained and operated as per provisions of ICAO standard.
11. That you shall comply with all the stipulations mentioned in the clearance issued by Ministry of Environment and Forest, Government of India.
12. That you shall comply with all the stipulations mentioned in the clearance issued by Ministry of Environment and Forest, Government of India.
13. That the outer façade of the building shall not be used for the purposes of advertisement and placement of hoarding.
14. That you shall neither erect nor allow the erection of any Communication and Transmission Tower on top of the building blocks.

DESCRIPTION OF BUILDING

City: Gurgaon

Building-4 and Building-8 (Block-C) with Basements in Cyber City in Sector-24, 25 & 25A, Gurgaon being developed by DLF Limited.

*Copy To - Rahul Sharma/Dupat.*

*[Signature]*  
Director,  
Town and Country Planning,  
Haryana, Chandigarh.

*[Signature]*

Endst No: -

Dated: -

A Copy is forwarded to the following for Information and necessary action.

1. CA, HUDA, Panchkula with reference to his letters No. 10370 dated 30.7.2007 and 10145 dated 25.7.2007.
2. Superintending Engineer (HQ), HUDA, Panchkula with reference to his letters No. 9777 Dated 16.7.2007 and 8894 28.6.2007.
3. Senior Town Planner, Gurgaon with reference to his letters No. 2240 dated 21.6.2007 and 2281 dated 22.6.2007.
4. District Town Planner, Gurgaon with reference to his Endst no. 3758 dated 12.6.2007 and 3839 dated 15.6.2007, with the direction to monitor the compliance of condition no. 2 mentioned in the occupation certificate and send a report related to the registration of sold premises within a period of one month from the schedule prescribed in the Apartment Ownership Act 1983.
5. District Town Planner (E), Gurgaon.
6. Executive Officer, MC, Gurgaon with reference to his office Memo No. FS-2007/782 dated 7.5.2007 and FS-2006/1865 dated 11.12.2006 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ) JS,  
For Director Town and Country Planning,  
Haryana, Chandigarh.

**FORM BR-VI**  
[See Rule-47 (1)]

From

The Director,  
Town and Country Planning,  
Haryana, Chandigarh.

To

M/s DLF Limited,  
DLF Centre, Sansad Marg,  
New Delhi - 110 001.

Memo No: - IIISS

Dated: - 24-4-07

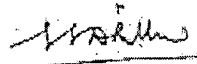
Where as M/s DLF Limited has applied for the issue of an occupation certificate in respect of the building described below, I hereby grant permission for the occupation of the buildings after charging the composition charges amounting to Rs. 38,541/- (Rupees Thirty Eight Thousand Five Hundred and Fourty One Only) for the variations vis-à-vis approved building plans subject to the following conditions.

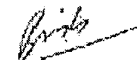
1. The building shall be used for the purposes for which the occupation certificate is being granted and in accordance with completion plans to be issued by the Department and shall be used only by Software Services or IT Enabled Services Company/Companies in accordance with the uses defined in the approved Zoning Regulations / Zoning Plan and terms & conditions of the licenses. Any violation of this condition shall render this occupation certificate null and void.
2. That you shall abide by the provisions of Apartment Ownership Act, 1983 and Rules framed thereunder. All the premises for which occupation certificate is being granted shall have to be compulsorily registered and a deed of apartment will have to be filed by you with in the time schedule as prescribed under the Apartment Ownership Act 1983. Failure to do so shall invite legal proceedings under the statute.
3. That you shall comply with all the conditions laid down in the memo no. FS-2006/504 dated 12.5.2006 of the Executive Officer Municipal Council, Gurgaon with regard to fire safety measures.
4. That you shall be fully responsible to supply of water as per norms till such time the colony is handed over after final completion.
5. That you shall obtain the connection for disposal of sewerage and drainage from HUDA after laying the services to the point of external services on payment of prescribed fee and charges including the cost of such connection. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion.
6. That you shall be solely responsible for disposal of sewerage and storm water of your colony till such time these services are made available by HUDA/State Government as per their scheme.
7. That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you.
8. That you shall maintain roof top rain water harvesting system properly and keep it operational all the time.
9. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
10. That you shall comply with all the stipulations mentioned in the NOC issued by Air Port Authority of India vide letter no. AAI/20012/69/1996-ARI Dated 31.10.2002. The Day and Night marking shall be maintained and operated as per provisions of ICAO standard.
11. That you shall comply with all the stipulations mentioned in the Environmental Clearance issued by MOEF vide letter no. 21-637/2006-IA.III dated 3.4.2007.

**DESCRIPTION OF BUILDING**

City: Gurgaon

Building-8 (Block-A) and Basement (Part) in  
Cyber City in Sector-24, 25 and 25A Gurgaon.

  
Director,  
Town and Country Planning,  
Haryana, Chandigarh.



Endst No:

Dated:

A Copy is forwarded to the following for information and necessary action.

1. Engineer-in-Chief HUDA, Panchkula with reference to his letter no. 9031 Dated 22.8.2006.
2. Superintending Engineer (HQ), HUDA, Panchkula with reference to his letter no. 104 Dated 4.3.2006.
3. Senior Town Planner, Gurgaon with reference to his memo no. 4588 Dated 10.8.2006.
4. District Town Planner, Gurgaon with reference to his Endst no. 3914 Dated 8.8.2006, with the direction to monitor the compliance of condition no. 2 mentioned in the occupation certificate and send a report related to the registration of sold premises within a period of one month from the schedule prescribed in the Apartment Ownership Act 1983.
5. Executive Officer, MC, Gurgaon with reference to his office Memo No. FS-2006/504 dated 12.5.2006 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ) JS,  
For Director Town and Country Planning,  
Haryana, Chandigarh.



**FORM BR-VI**  
[See Rule-47 (1)]

From

The Director,  
Town and Country Planning,  
Haryana, Chandigarh.

To

M/s DLF Limited,  
DLF Centre, Sansad Marg,  
New Delhi - 110 001.

Memo No: - 11161

Dated: - 24-4-07

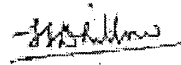
Where as M/s DLF Limited has applied for the issue of an occupation certificate in respect of the building described below, I hereby grant permission for the occupation of the buildings after charging the composition charges amounting to Rs. 1,52,073/- (Rupees One Lac Fifty Two Thousand and Seventy Three Only) for the variations vis-à-vis approved building plans subject to the following conditions.

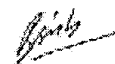
1. The building shall be used for the purposes for which the occupation certificate is being granted and in accordance with completion plans to be issued by the Department and shall be used only by Software Services or IT Enabled Services Company/Companies in accordance with the uses defined in the approved Zoning Regulations / Zoning Plan and terms & conditions of the licenses. Any violation of this condition shall render this occupation certificate null and void.
2. That you shall abide by the provisions of Apartment Ownership Act, 1983 and Rules framed thereunder. All the premises for which occupation certificate is being granted shall have to be compulsorily registered and a deed of apartment will have to be filed by you with in the time schedule as prescribed under the Apartment Ownership Act 1983. Failure to do so shall invite legal proceedings under the statute.
3. That you shall comply with all the conditions laid down in the memo no. FS-2006/1070 dated 14.9.2006 of the Executive Officer Municipal Council, Gurgaon with regard to fire safety measures.
4. That you shall be fully responsible to supply of water as per norms till such time the colony is handed over after final completion.
5. That you shall obtain the connection for disposal of sewerage and drainage from HUDA after laying the services to the point of external services on payment of prescribed fee and charges including the cost of such connection. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion.
6. That you shall be solely responsible for disposal of sewerage and storm water of your colony till such time these services are made available by HUDA/State Government as per their scheme.
7. That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you.
8. That you shall maintain roof top rain water harvesting system properly and keep it operational all the time.
9. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
10. That you shall comply with all the stipulations mentioned in the NOC issued by Air Port Authority of India vide letter no. AAI/20012/69/1996-ARI Dated 31.10.2002. The Day and Night marking shall be maintained and operated as per provisions of ICAO standard.
11. That you shall comply with all the stipulations mentioned in the Environmental Clearance issued by MOEF vide letter no. 21-637/2006-IA.III dated 3.4.2007.

**DESCRIPTION OF BUILDING**

City: Gurgaon

Building-8 (Block-B) and Part of 1<sup>st</sup> Basement in  
Cyber City in Sector-24, 25 and 25A Gurgaon.

  
Director,  
Town and Country Planning,  
Haryana, Chandigarh.



Endst No:

Dated:

A Copy is forwarded to the following for information and necessary action.

1. Engineer-in-Chief HUDA, Panchkula with reference to his letter no. 9031 Dated 22.8.2006.
2. Superintending Engineer (HQ), HUDA, Panchkula with reference to his letter no. 109 Dated 22.8.2006.
3. Senior Town Planner, Gurgaon with reference to his memo no. 5444 Dated 26.9.2006.
4. District Town Planner, Gurgaon with reference to his Endst no. 4689 Dated 21.9.2006, with the direction to monitor the compliance of condition no. 2 mentioned in the occupation certificate and send a report related to the registration of sold premises with in a period of one month from the schedule prescribed in the Apartment Ownership Act 1983.
5. Executive Officer, MC, Gurgaon with reference to his office Memo No. FS-2006/1070 dated 14.9.2006 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ) JS,  
For Director Town and Country Planning,  
Haryana, Chandigarh.

REGD.

**FORM BR-VI**  
[See Rule-47 (1)]

From

The Director,  
Town and Country Planning,  
Haryana, Chandigarh.

To

M/s DLF Limited,  
9<sup>th</sup> Floor, DLF Centre, Sansad Marg,  
New Delhi - 110001.

Memo No: -ZP-71/ 6193

Dated: - 29-6-09

Where as M/s DLF Limited has applied for the issue of an occupation certificate in respect of the building described below, I hereby grant permission for the occupation of the buildings after charging the composition charges amounting to **Rs. 16,78,509/-** (Rupees Sixteen Lac Seventy Eight thousand Five Hundred and Nine only ) for the variations vis-à-vis approved building plans subject to the following conditions: -

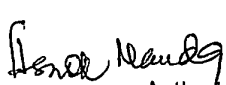
1. The building shall be used for the purposes for which the occupation certificate is being granted and in accordance with the uses defined in the approved Zoning Regulations/Zoning Plan and terms and conditions of the licence. Any violations of this condition shall render this occupation certificate null and void.
2. That you shall abide by the provisions of Apartment Ownership Act, 1983 and Rules framed thereunder. All the IT spaces for which occupation certificate is being granted shall have to be compulsorily registered and a deed of apartment will have to be filed by you with in the time schedule as prescribed under the Apartment Ownership Act 1983. Failure to do so shall invite legal proceedings under the statute.
3. That you shall comply with all the conditions laid down in the memo no. FS/MCG/2008/99 dated 5.11.2008 of the Commissioner, Municipal Corporation, Gurgaon with regard to fire safety measures.
4. That you shall be fully responsible to supply of water as per norms till such time the colony is handed over after final completion.
5. That you shall obtain the connection for disposal of sewerage and drainage from HUDA after laying the services to the point of external services on payment of prescribed fee and charges including the cost of such connection. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion.
6. That you shall be solely responsible for disposal of sewerage and storm water of your colony till such time these services are made available by HUDA/State Government as per their scheme.
7. That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you.
8. That you shall maintain roof top rain water harvesting system properly and keep it operational all the time.
9. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
10. That you shall comply with all the stipulations mentioned in the Environment clearance issued by Ministry of Environment & Forest, Government of India Vide No. 21-637/2006-IA.III.
11. That you shall comply with all the stipulation mentioned in the NOC issued by AAI vide letter no. AAI/NOC/2007/29/1260-62 dated 31.10.07 the day & night marking shall be maintained and operated as per provision of ICAO standard.
12. That the outer facade of the buildings shall not be used for the purposes of advertisement and placement of hoardings.
13. That you shall neither erect nor allow the erection of any Communication and Transmission Tower on top of the building blocks.
14. That you shall use Compact Fluorescent Lamps (CFL) in the building as well as street lighting.
15. That you shall apply for Water Supply, Sewage & Electricity connection within 15 days from the date of issuance of Occupation certificate and shall submit thereof to this office.

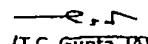

**DESCRIPTION OF BUILDING**

City: Gurgaon

Building-9(Block B) & Basements in Cyber City (with an FAR of 52550.279 sqm) in Sector- 24, 25 & 25A-DLF City, Gurgaon being developed by M/s DLF Limited.

For DLF Cyber City Developers Ltd.

  
Anand Nandg  
Authorised Signatory

  
(T.C. Gupta, IAS)  
Director,  
Town and Country Planning,  
Haryana, Chandigarh.  


Endst. No.-ZP-71/

Dated:-

A Copy is forwarded to the following for information and necessary action.

1. CE,HUDA, Panchkula with reference to his office memo no. 1970 Dated 06.02.2009.
2. Superintending Engineer (HQ), HUDA, Panchkula with reference to his office memo no. 31 Dated 06.01.2009.
3. Senior Town Planner, Gurgaon with reference to his office memo. No.3855 Dated 01.06.2009.
4. District Town Planner, Gurgaon with reference to his office endst. no. 1631 Dated 01.05.2009.
5. District Town Planner (E), Gurgaon.
6. The Commissioner, Municipal Corporation, Gurgaon with reference to his office Memo No. FS/MCG/2008/99 dated 05.11.2008 vide which no objection certificate for occupation of the above referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

(Devendra Nimbokar)  
District Town Planner (HQ),  
For Director Town and Country Planning,  
Haryana, Chandigarh.



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED  
www.hdfc.com

**DLF CYBER CITY DEVELOPERS LIMITED**  
10<sup>TH</sup> Floor, Gateway Tower,  
DLF City, Phase-3  
Gurgaon-122 002

Dated: Oct 22, 2020

Dear Sirs,

This has reference to the below mentioned loans sanctioned & disbursed to your Company by HDFC.

We confirm the receipt of the payment towards full and final settlement of the below mentioned loans and after considering the received payments, these loan accounts stand fully repaid to the satisfaction of HDFC and there is no outstanding in these loan accounts. This is for your information & records.

Loan Account Number	Sanctioned Amount (Rs)	Disbursed Amount (Rs)
6580247494	20000000000.00	20000000000.00

Thanking You,

Yours faithfully,

For Housing Development Finance Corporation Limited

  
Authorized Signatory

For DLF Cyber City Developers Ltd.

  
Authorized Signatory/ies

Regional Office: The Capital Court, Munirka, Outer Ring Road, Olaf Palms Marg, New Delhi 110 067.  
Tel.: 011-41115111. Corporate Identity Number: L70100MH1977PLC019916  
Regd. Office: Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

5

**FORM LC-V**  
(See Rule 12)  
**HARYANA GOVERNMENT**  
**TOWN AND COUNTRY PLANNING DEPARTMENT**

Licence No. 27 of 2002

1. This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules made thereunder to M/s DLF Universal Ltd., DLF Centre, Sansad Marg, New Delhi-110 001, for setting up of a Cyber City colony at village Nathupur & Dundahera, District Gurgaon.
2. The particulars of land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
3. The licence is granted subject to the conditions :-
  - a) That the Cyber City colony is laid out to conform to the approved plans and development works are executed according to the designs and specification shown in the approved plan.
  - b) That the conditions of the agreement already executed are duly fulfilled and provisions of Haryana Development & Regulation of Urban Areas Act, 1975 and Rules made thereunder are duly complied with.
  - c) That the demarcation plan of the colony area is submitted before starting the development works in the colony for approval of the zoning plan.
  - d) The commercial/shopping area shall not exceed 4% with 150 FAR. Besides this an additional area upto 2% of the total area of the cyber city will be allowed for recreational and entertainment with FAR of 150. Further, an area upto 10% with FAR of 175 of the total area of the Cyber city will be allowed for group housing. Extra FAR of Group Housing over and above 10% of 175 of the total area of the Cyber City, if any, shall be adjusted towards FAR of IT.

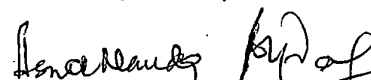
In case of misuse of space/violation of area restriction, penalty may be imposed on the Licencee for the entire area sold/leased out by the Licencee to the entrepreneur in the form of licence fee, conversion charges at the commercial rate alongwith any other penalty to be decided by the Government which would be in the form of additional conversion charges at commercial rates on the portion of the FAR between 150 to 250 of the entire misused area of sold/leased out by the Licencee to the defaulting entrepreneur.

- e) The Licencee shall complete at least 30% of the IT area within the initial period of five years, failing which he will have to deposit the conversion charges and licence fee at commercial rate for the IT area also.

In case the Licencee has already paid licence fee and conversion charges at commercial rates on the entire IT area due to non completion of the project in the stipulated period then in case of misuse of sold/leased premises, the licence fee and conversion charges would not be charged again.

The Licencee may also take sufficient precautions by incorporating suitable clauses in the lease/sale deed to prevent misuse of the sold/leased plots.

For DLF Cyber City Developers Ltd.

  
Authorised Signatory/ies

- f) That the Licencee will not be allowed any manufacturing or polluting units in the project.
- g) That the licence shall be valid for a period of five years and will be further renewable for another five years, the renewal fee of which has already been deposited by the Licencee.
- h) Policy decisions taken by the Govt. regarding provision of Fire Protection measures in the buildings shall be abided by.
- i) That the portion of Sector/Maser plan road which shall form part of the licenced area, shall be transferred free of cost to the Government in accordance with Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

4. The licence for the Cyber City is valid upto 11-2-2007.

Dated Chandigarh  
the 12-2-2002

(N C WADHWA) 12/2/2002  
DIRECTOR, Town & Country Planning  
Haryana, Chandigarh

Endst.No.5DP-2002/ 2642

Dated: 13-2-02

A copy alongwith a copy of schedule of land is forwarded to the following for information and necessary action :-

- ✓ 1. M/s DLF Universal Ltd, DLF Centre, Sansad Marg, New Delhi-110001 alongwith copy of agreements.
- 2. Chief Administrator, Haryana Urban Development Authority, Panchkula..
- 3. Addl. Director, Urban Estate, Haryana, Panchkula
- 4. Chief Engineer, HUDA, Panchkula;
- 5. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
- 6. Land Acquisition Officer, Gurgaon.
- 7. Senior Town Planner, Gurgaon.
- 8. Senior Town Planner (Enforcement), Chandigarh;
- 9. District Town Planner, Gurgaon, alongwith a copy of agreement;
- 10. Accounts Officer, O/O Director, Town & Country Planning, Haryana, Chandigarh alongwith a copy of agreement.

DA/As above

Rajal Kumar  
District Town Planner(Hq)K  
For Director, Town & Country Planning  
Haryana, Chandigarh

To be read with Licence No. ....07..... of 2002

**DETAILS OF LAND OF M/S DLF UNIVERSAL LIMITED FALLS IN CYBER CITY**

Land at Village	Khasra Nos.	Area B-B-B	Share	Area B-B-B
Nathupur	151/1/2	0-13-7		0-13-7
	151/1/1	0-1-13		0-1-13
	68	6-18-0		
	72	1-0-0 7-18-0	1/84	0-2-0
	110	2-9-0		2-9-0
	153 min	0-18-0		0-18-0
	113/1	2-0-8		2-0-8
	114	2-5-0		2-5-0
		Total :		8-9-8
		Or say :		5.293 acres

**DETAILS OF LAND OF M/S DLF UNIVERSAL LIMITED FALLS IN CYBER CITY**

	Rect No.	Killa No.	Area K-M
Dundahera	72	10/1	4-9
		2/1	7-12
		8	0-1
		9/1	0-13
		11/3	1-13
		Total :	14-8
		Or say :	1.80 acres

**GRAND TOTAL : 5.293 + 1.80 = 7.093 acres**

*12/2/2002*  
*Chit Rain*



**FORM LC-V**  
**(See Rule 12)**  
**HARYANA GOVERNMENT**  
**TOWN AND COUNTRY PLANNING DEPARTMENT**

Licence No. 08 of 2002

This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules made thereunder to M/s DLF Housing & Construction Ltd., DLF Centre, Sansad Marg, New Delhi-110 001, for setting up of a Cyber City colony at village Nathupur & Dundahera, District Gurgaon.

The particulars of land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.

The licence is granted subject to the conditions :-

- a) That the Cyber City colony is laid out to conform to the approved plans and development works are executed according to the designs and specification shown in the approved plan.
- b) That the conditions of the agreement already executed are duly fulfilled and provisions of Haryana Development & Regulation of Urban Areas Act, 1975 and Rules made thereunder are duly complied with.
- c) That the demarcation plan of the colony area is submitted before starting the development works in the colony for approval of the zoning plan.
- d) The commercial/shopping area shall not exceed 4% with 150 FAR. Besides this an additional area upto 2% of the total area of the cyber city will be allowed for recreational and entertainment with FAR of 150. Further, an area upto 10% with FAR of 175 of the total area of the Cyber city will be allowed for group housing. Extra FAR of Group Housing over and above 10% of 175 of the total area of the Cyber City, if any, shall be adjusted towards FAR of IT.

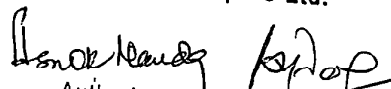
In case of misuse of space/violation of area restriction, penalty may be imposed on the Licencee for the entire area sold/leased out by the Licencee to the entrepreneur in the form of licence fee, conversion charges at the commercial rate alongwith any other penalty to be decided by the Government which would be in the form of additional conversion charges at commercial rates on the portion of the FAR between 150 to 250 of the entire misused area of sold/leased out by the Licencee to the defaulting entrepreneur.

- e) The Licencee shall complete at least 30% of the IT area within the initial period of five years, failing which he will have to deposit the conversion charges and licence fee at commercial rate for the IT area also.

In case the Licencee has already paid licence fee and conversion charges at commercial rates on the entire IT area due to non completion of the project in the stipulated period then in case of misuse of sold/leased premises, the licence fee and conversion charges would not be charged again.

The Licencee may also take sufficient precautions by incorporating suitable clauses in the lease/sale deed to prevent misuse of the sold/leased plots.

For DLF Cyber City Developers Ltd.

  
 Authorised Signatory

: 2 :

- f) That the Licencee will not be allowed any manufacturing or polluting units in the project.
- g) That the licence shall be valid for a period of five years and will be further renewable for another five years, the renewal fee of which has already been deposited by the Licencee.
- h) Policy decisions taken by the Govt. regarding provision of Fire Protection measures in the buildings shall be abided by.
- i) That the portion of Sector/Maser plan road which shall form part of the licenced area, shall be transferred free of cost to the Government in accordance with Section 3(3)((a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

4. The licence for the Cyber City is valid upto 11-2-2007.

Dated Chandigarh  
the 11-2-2002

*11-2-2002*  
(N C WADHWA)  
DIRECTOR, Town & Country Planning  
Haryana, Chandigarh

Endst.No.5DP-2002/2652

Dated : 13-2-02

A copy alongwith a copy of schedule of land is forwarded to the following for information and necessary action :-

- ✓ 1. M/s DLF Housing & Construction Ltd., DLF Centre, Sansad Marg, New Delhi-110001 alongwith copy of agreements.
- 2. Chief Administrator, Haryana Urban Development Authority, Panchkula.
- 3. Addl. Director, Urban Estate, Haryana, Panchkula
- 4. Chief Engineer, HUDA, Panchkula;
- 5. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
- 6. Land Acquisition Officer, Gurgaon.
- 7. Senior Town Planner, Gurgaon.
- 8. Senior Town Planner (Enforcement), Chandigarh;
- 9. District Town Planner, Gurgaon, alongwith a copy of agreement;
- 10. Accounts Officer, O/O Director, Town & Country Planning, Haryana, Chandigarh alongwith a copy of agreement.

DA/As above

*Ram Kumar*  
District Town Planner(Hq)K  
For Director, Town & Country Planning  
Haryana, Chandigarh

To be read with Licence No. 08 of 2002

Details of land of M/s DLF Housing & Construction Ltd falls in Cyber City

Land at village	Khasra No.	Total B-B-B	Share	Area Taken B-B-B
Nathupur	73	4-16-0	1/18	0-5-0
	89	0-5-0		
	90	0-12-0		
		0-17-0	3/4	0-13-0
	900/108/1/2	1-0-4		1-0-4
	74	2-5-0		2-5-0
	87/1	0-12-4		
	87/3	3-18-16		
		4-11-0	7/24	1-7-0
	166	4-19-0		4-19-0
	109 min	0-15-10		0-15-10
	109/1	0-10-10		0-10-10
	910/391	0-11-0		0-11-0
	911/391	0-10-0		0-10-0
	107/1	5-2-0		
	107/3	0-16-0		
		5-18-0	1/2	0-5-0
	409	0-18-0		0-18-0
	410	0-12-0		0-12-0
	412	0-4-0		0-4-0
	414	0-10-0		0-10-0
	411	0-13-0		0-13-0
	413/1	0-4-0		0-4-0
	910/391	0-12-0		0-12-0
	76min	18-9-0		18-9-0
	104min	0-16-0		0-16-0
	105min	0-10-0		0-10-0
	85 min	0-10-0		0-10-0
	86 min	0-6-0		0-6-0
	68	6-18-0		
	72	1-0-0		
		7-18-0	83/84	7-16-0

Contd...

DTCP 17/2/2002  
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69	4-0-0		4-0-0
70	1-9-0		1-9-0
71	1-5-0		1-5-0
73	4-16-0	17/18	4-11-0
902/168min	1-19-0		1-19-0
167	0-13-0	5/6	0-10-17
118min	1-6-0		1-6-0
117 min	1-6-3		1-6-3
119 min	2-6-0		2-6-0
63 min	3-5-10		3-5-10
75	2-4-0		2-4-0
151 min	1-4-0		1-4-0
87/1	0-12-4		
87/3	<u>3-18-16</u>		
	4-11-0	1/3	1-10-7
167	0-13-0	1/6	0-2-3
83 min	2-0-0		2-0-0
153 min	0-4-0		0-4-0
54 min	0-10-0		0-10-0
61 min	1-0-0		1-0-0
107/1	5-2-0		
107/3	<u>0-16-0</u>		
	5-18-0	20/21	5-13-0
900/108/1	1-10-0		
900/108/3	<u>5-5-10</u>		
	6-15-10	17/20	5-15-5
112/1	1-11-17		1-11-17
98	4-7-0		4-7-0
99/3	1-15-4		1-15-4
116	1-15-0		<u>1-15-0</u>
Total :			96-11-10
Or say :			60.357 acres

Contd....

on  
CHARTER

12/2/1982

from pre-page

Details of land of M/s DLF Housing & Construction Ltd falls in Cyber City

	Rect No.	Killa No.	Area K-M
Dundahera	70	14/2/1	7-10
		15/1	0-16 ✓
		17/1	6-18
		17/2	0-8
		22/1/2	0-4
		14/1	0-8
		18/1	4-16
		23/2	7-18
		13	0-8
		22/2/2	3-18
	72	2/2	0-8
	70	15/2/min	3-2
		16/min	0-8
		24	2-2
	72	3 min	<u>3-16</u>
Total :			43-0
Or say :			5.375 acres

GRAND TOTAL : 60.357 + 5.375 : 65.732 acres

*Kao*  
Director, 12/2/2002  
Town and Country Planning  
Haryana, Chandigarh  
*Chaitanya Ram*

FORM LC-V  
(See Rule 12)  
HARYANA GOVERNMENT  
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 295 of 2005

1. This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 & the Rules, 1976 made thereunder to M/s DLF Universal Limited, DLF Center, Sansad Marg, New Delhi-110 001 for setting up of a Cyber City Colony at village Nathupur, District Gurgaon.
2. The particulars of land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
3. The licence is granted subject to the following conditions: -

- a) That the Cyber City colony is laid out to conform to the approved layout plans and development works are executed according to the designs and specifications shown in the approved plan.
- b) That the conditions of the agreement already executed are duly fulfilled and the provisions of Haryana Development & Regulation of Urban Areas Act, 1975 & the Rules, 1976 made thereunder are duly complied with.
- c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for approval of the zoning plan.
- d) The commercial/shopping area shall not exceed 4% with 150 FAR. Besides this an additional area upto 2% of the total area of the Cyber City will be allowed for recreational and entertainment with FAR of 150. Further an area upto 10% with FAR of 175 of the total area of the Cyber City will be allowed for Group Housing. Extra FAR of Group Housing over and above 10% of 175 of the total area of the Cyber City, if any, shall be adjusted towards FAR of IT.

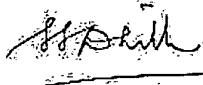
In case of misuse of space/violation of area restriction, penalty may be imposed on the licensee for the entire area sold/leased out by the licensee to the entrepreneur in the form of licence fee, conversion charges at the commercial rates alongwith any other penalty to be decided by the Government, which would be in the form of additional conversion charges at commercial rates on the portion of FAR between 150 to 250 of the entire misused area of sold/leased out by the licensee to the defaulting entrepreneur.

- e) The licensee shall complete at least 30% of the IT area within the initial period of five years, failing which he will have to deposit the conversion charges and licence fee at commercial rate for the IT area also.

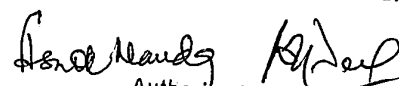
In case the licensee has already paid licence fee and conversion charges at commercial rates on the entire IT area due to non completion of the project in the stipulated period then in case of misuse of sold/leased premises, the licence fee and conversion charges would not be charged again.

The licensee may also take sufficient precautions by incorporating suitable clauses in the lease/sale deed to prevent misuse of the sold/leased plots.

- f) That the Licensee will not be allowed any manufacturing or polluting units in the project.
- g) That the licence shall be valid for a period of five years and will be further renewable for another five years; the renewal fee of which has already been deposited by the Licensee.




For DLF Cyber City Developers Ltd.

  
Authorised Signatory/ies

- h) Policy decisions taken by the Govt regarding provision of Fire Protection measures in the buildings shall be abided by.
- i) That the portion of Sector/Master Plan road which shall form part of the licenced area shall be transferred free of cost to the Government in accordance with Section 3(3)(a)(iii) of the Haryana Development & Regulation of Urban Areas Act, 1975:
4. That you shall obtain approval / NOC from competent authority to fulfill the requirement of notification dated 7.7.2004 of Ministry of Environment and Forest, Govt. of India before starting the development works in the colony.
5. That the licence for the Cyber City is valid upto 15-12-2010

Dated: 16-12-2005  
Place: Chandigarh.

  
(S.S. DHILLON)  
Director, Town & Country Planning,  
Haryana, Chandigarh.


Endst.No.5DP (III)-2005/ 17713

Dated: 16-12-05

A copy alongwith a copy of schedule of land is forwarded to the following for information and necessary action:-

1. M/s DLF Universal Limited, DLF Center, Sansad Marg, New Delhi-110001, along with copy of agreement;
2. Chief Administrator, HUDA, Panchkula, alongwith copy of agreement;
3. Addl. Director, Urban Estate, Haryana, Panchkula;
4. Engineer-in-Chief, HUDA, Panchkula;
5. Superintending Engineer, HUDA, Gurgaon-alongwith copy of agreement;
6. Land Acquisition Officer, Gurgaon;
7. Senior Town Planner, Gurgaon, to ensure that the colonizer obtain approval/ NOC as per clause 4 above;
8. Senior Town Planner (Enforcement), Chandigarh;
9. District Town Planner, Gurgaon; alongwith a copy of agreement and
10. Accounts Officer, O/O DTCP, Haryana, Chandigarh alongwith copy of agreement.

DA/As above

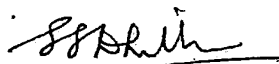
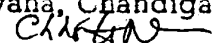
  
District Town Planner (HQ) JS,  
for Director, Town & Country Planning,  
Haryana, Chandigarh.

To be read with Licence No. 295 of 2005.

Detail of land owned by M/s DLF Universal Ltd., Village  
Nathupur, District Gurgaon.

<u>Village</u>	<u>Khasra No.</u>	<u>Area</u> <u>B - B - B</u>
Nathupur	115	2 - 6 - 0
	97/2/6	0 - 3 - 6
	87/3/2	1 - 6 - 9
	87/3/3	0 - 1 - 5
	87/3/4	0 - 1 - 5
	Total	3 - 18 - 5

Or 2.445 Acres

  
Director  
Town and Country Planning,  
Haryana, Chandigarh  




**DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA**

Ayojna Bhawan, Sector -18, Madhya Marg, Chandigarh

Phone: 0172-2549349, Email: [tcphry@gmail.com](mailto:tcphry@gmail.com) , [www.tcpharyana.gov.in](http://www.tcpharyana.gov.in)

Memo No. DS-(R)-RL-150/2012/ 8436 Dated: 16/5/12

To,

DLF Universal Ltd.,  
DLF Centre, Sansad Marg,  
New Delhi-110001.

**Subject: - Renewal of Licence No. 7 of 2002 dated 12.02.2002.**

Reference: Your application dated 19.12.2011 on the subject noted above.

- 1 License No. 7 of 2002 dated 12.02.2002 granted to you vide this office letter Endst. No. 2002/2652 dated 13.02.2002 for setting up of a Cyber City Colony on the land measuring 72.823 acres falling in revenue estate of village Nathupur, Sector-24 & 25A, Gurgaon-Manesar Urban Complex is hereby renewed up to **11.02.2014**, subject to submission of valid BG of IDW before 29.01.2013 on the terms and conditions laid down therein.
3. It is further clarified that this renewal will not tantamount to certification on your satisfactory performance entitling you for renewal of license for further period and you will get the license renewed till the final completion of the colony is granted.

**(T.C. Gupta, IAS)**  
Director General,  
Town and Country Planning  
Haryana, Chandigarh

Endst No. DS(R)-2012/RL-150/

Dated:

A Copy is forwarded to the following for information & necessary action:-

1. Chief Administrator, HUDA, Panchkula,
2. Chief Engineer, HUDA, Panchkula,
3. Senior Town Planner, Gurgaon,
4. District Town Planner, Gurgaon,
5. Accounts Officer of this Directorate.

(Devendra Nimbokar)  
District Town Planner (HQ)  
For Director General, Town and Country Planning  
Haryana, Chandigarh

For DLF Cyber City Developers Ltd.

*Devendra Nimbokar*  
Authorised Signatory/ies

# DLF CYBER CITY DEVELOPERS LIMITED

Regd. Office 10<sup>th</sup> floor Gateway Tower, DLF City Phase III Gurugram 122002  
CIN No. U45201HR2006PLC036074

File Ref No.: CC/RoL/19

October 23, 2019

The Director,  
Town & Country Planning,  
Haryana, Chandigarh

**Subject:** Renewal of Licence Nos. 295 of 2005, 7 & 8 of 2002, Cyber City area measuring 94.57 acres, Sectors 24, 25 & 25A, Gurugram

Sir,

- Kindly refer to our following applications for renewal of licences of Cyber City, Sectors 24, 25 & 25A, Gurugram:

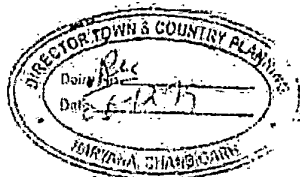
S. No.	Licence Nos.	Area (in acres)	Application dated	Renewal fee paid
1	193 of 2007	16.32	06.06.2019	84,24,000
2	34 of 2009	8.13	10.06.2019	41,97,000
Total		24.45		1,26,21,000

- In this regard, it is submitted that renewal fee was deposited for an amount of Rs. 1,26,21,000 instead of Rs. 9,08,576.

The calculation of applicable licence renewal fee is as under:

S. No.	Licence No.	Area (in acres)	Component	Area (in acres)	Rate of Licence fee (at grant of OC) @2.5%	Total
1	193 of 2007	16.32	IT	13.709	5000	68,544
			GH	1.632	50000	81,600
			Commercial	0.9792	537500	5,26,320
Total (A)				16.32		6,76,464
2	34 of 2009	8.13	IT	7.3938	5000	36,992
			GH	0.4065	50000	20,325
			Commercial	0.3252	537500	1,74,795
Total (B)				8.13		2,32,500
Grand Total (A + B)				24.45		9,08,576

From the above it can be seen that we have paid an amount of Rs. 1,17,12,424 (1,26,21,000 - 9,08,576) in excess on account of renewal fee. Thus, the same is available for adjustment in your good office.



Contd..Pg/2

For DLF Cyber City Developers Ltd.

*Authorised Signatory*  
Authorised Signatory/ies

3. Now, we are applying in Form LC VI for renewal of following licences:

S. No.	Licence No.	Area (in acres)	Amount of renewal fee payable @ 2.5%
1	295 of 2005	1.922	79,667
2	7 of 2002	5.562	3,10,082
3	8 of 2002	55.84	31,12,969
Total		63.324	35,02,718

The total licence renewal fee payable works out to Rs. 35,03,000. Calculation is enclosed as Annexure 'A'.

4. In view of the above, it is requested that licence renewal fee amounting to Rs. 35,03,000 may kindly be adjusted from the available balance for Rs. 1,17,12,424 in your good office. After adjusting the renewal fee of Rs. 35,02,718, a balance of Rs. 82,09,706 (Rs. 1,17,12,424 - 35,02,718) will still be available in your good office for future adjustments.

This payment through adjustment may kindly be deemed as renewal fee paid in terms of Rule 13, wherein application for renewal of licence is to be submitted alongwith fee, atleast 30 days prior to expiry of licence.

5. In view of the above payment through adjustment it is requested that the Licence Nos. 295 of 2005, 7 & 8 of 2002 of Cyber City may kindly be renewed, at an early date.

Thanking you,

Yours faithfully  
For DLF Cyber City Developers Limited,

  
(DEEPAK BHANDARI)  
Authorised Signatory

Email id: [dlf-tcphry@dlf.in](mailto:dlf-tcphry@dlf.in)  
Mob. No.: 9711080232

Encl: As above.

FORM LC - VI  
(See Rule 13)

The Director,  
Town & Country Planning,  
Haryana, Chandigarh.

Sir,

We are to apply for renewal of licence no. 295 of 2005 dated 16.12.05 for 1.992 acres (Cyber City) for further renewal

2. As required, we submit as under :-

- (i) We have requested your good self for adjustment of licence renewal fee of Rs.79,667 against the available fund of Rs. 1,17,12,424 in your good office.
- (ii) Reasons for non-completion of Development Works; or
- (iii) Explanatory Note indicating the details of Development Works which have been completed or are in progress or are yet to be undertaken.
- (iv) Original licence no. 295 of 2005 dated 16.12.05 is enclosed.

Thanking you,

Yours faithfully,  
For DLF Limited,

  
(DEEPAK BHANDARI)  
Authorised Signatory

Encl: As above.

### EXPLANATORY NOTE

Licence no. : 295 of 2005 dated 16.12.05  
Licencee : DLF Cyber City Developers Limited  
Location : DLF Cyber City, Sectors 24, 25 & 25A, Gurgaon

**Explanatory Note** indicating the details of development works which have been completed or are yet to be undertaken together with reasons for non-completion of development works at DLF Cybercity, Sectors 24, 25 & 25A, Gurugram.

We have been granted permission for availing enhanced FAR & mixed land use under TOD policy for an area measuring 108.554 acres in ratio of 70:30 (for IT & Commercial component) for development of Cybercity, Gurugram.

The licence needs to be kept renewed till the enhanced FAR is utilized & final completion granted.

Hence, renewal of licence is being applied for further renewal.

RoL/19

23.10.19

FORM LC - VI  
(See Rule 13)

The Director,  
Town & Country Planning,  
Haryana, Chandigarh.

Sir,


We are to apply for renewal of licence no. 7 & 8 of 2002 dated 13.2.2002 for 5.562 & 55.838 acres respectively (Cyber City) for further renewal.

2. As required, we submit as under:-

- (i) We have requested your good self for adjustment of licence renewal fee of Rs. 34,23,051 against the available fund of Rs. 1,17,12,424 in your good office.
- (ii) Reasons for non-completion of Development Works; and
- (iii) Explanatory Note indicating the details of Development Works which have been completed or are in progress or are yet to be undertaken.
- (iv) Original licence no. 7 & 8 of 2002 dated 13.2.2002 is enclosed.

Thanking you,

Yours faithfully,  
For DLF Cyber City Developers Limited,

  
(DEEPAK BHANDARI)  
Authorised Signatory

Encl: As above.

### EXPLANATORY NOTE

Licence nos. : 7 & 8 of 2002 dated 12.02.2002  
Licencee : M/s DLF Cyber City Developers Limited  
Location : DLF Cyber City, Sectors 24, 25 & 25A, Gurugram

Explanatory Note indicating the details of development works which have been completed or are yet to be undertaken together with reasons for non-completion of development works at DLF Cybercity, Sectors 24, 25 & 25A, Gurugram.

We have been granted permission for availing enhanced FAR & mixed land use under TOD policy for an area measuring 108.554 acres in ratio of 70:30 (for IT & Commercial component) for development of Cybercity, Gurugram.

The licence needs to be kept renewed till the enhanced FAR is utilized & final completion is granted.

Hence, renewal of licence is being applied for further renewal.

Renewal fee : Licence nos. 7 & 8 of 2002 and 295 of 2005, Cybercity

S. No.	Licence no.	Date	Area	Renewed upto	Area		IT			GH			Commercial Component			Total Renewal fee payable (A+B+C)	On Say	
					IT	GH	Commercial Component	Rate	Rate of Licence fee @ of 2.5 %	Payable (A)	Rate	Rate of Licence fee @ of 2.5 %	Payable (B)	Rate	Rate of Licence fee @ of 2.5 %			Payable (C)
1	295 of 2005	16.12.05	1922	35.12.09	1.6145	0.1922	0.11532	200,000	5,000	8,072	2,000,000	50,000	9,610	21,500,000	537,500	61,985	79,667	80,000
2	7 of 2002	13.02.02	5,562	10.02.20	4.6721	0.5562	0.33372	250,000	6,250	29,201	4,000,000	100,000	55,620	27,000,000	675,000	225,261	310,082	310,500
3	8 of 2002	13.02.02	55,84	31.02.20	46,994	5.5838	3.35028	250,000	6,250	293,150	4,000,000	100,000	958,380	27,000,000	675,000	2,261,439	3,112,969	3,113,000
																	Total	3,503,500



**Directorate of Town & Country Planning, Haryana**  
 SCO-71-75, 2<sup>nd</sup> Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349  
 Web site tcpharyana.gov.in - e-mail: tcpharyana2@gmail.com

Regd.  
To

DLF Universal Ltd.  
 DLF Housing & Construction Ltd.  
 DLF Centre, Sansad Marg,  
 New Delhi-110001.

Memo No: RL-150-PA(SN)-2016/ 9444

Dated: 13/5/2016

**Subject: - Renewal of licence no 7-8 of 2002 dated 12.02.2002 granted for setting up of Cyber City on the land measuring 61.40 acres (after excluding the area measuring 11.425 acres notified under SEZ and to be de-licensed) in the revenue estate of village Nathupur & Dundahera, Sector 24, 25 & 25 A, Distt. Gurgaon.**

Reference: Your application dated 04.12.2015.

1. Licence no. 7-8 of 2008 dated 12.02.2002 granted to you vide this office letter Endst. No. 5DP-2002/2642 dated 13.02.2002 & 5DP-2002/2652 dated 13.02.2002 for setting up of Cyber City at village Nathupur & Dundahera in Sector 24, 25 & 25A, Gurgaon Manesar Urban Complex is hereby renewed upto 11.02.2018 for an area measuring 61.40 acres, (after excluding the area measuring 11.425 acres notified under SEZ and to be de-licensed) on the same terms and conditions laid down therein.
2. It is further clarified that this renewal will not tantamount to certification of your satisfactory performance entitling you for renewal of licence of further period and you will get the license renewed till the final completion of the colony is granted.
3. That you shall transfer portion of Sector/master plan road which shall form part of licensed area shall be transferred free of cost to the Government in accordance with the provisions of section 3(3)(a)(iii) of the Haryana Development and Urban Areas Act, 1975
4. You shall get the licence renewed till final completion of the colony.
5. Licence no: 7-8 of 2002 dated 12.02.2002 is also returned herewith in original.

  
 (Arun Kumar Gupta, IAS)  
 Director General,  
 Town & Country Planning Department,  
 Haryana, Chandigarh.

Endst no: RL-150/PA (SN)/2016/

Dated:

A copy is forwarded to following for information and further necessary action.

1. Chief Administrator, HUDA, Panchkula.
2. Chief Engineer, HUDA, Panchkula.
3. Chief Account's officer of this Directorate.
4. Senior Town Planner, Gurgaon.
5. Website Administrator with request to update the status on website.
6. District Town Planner, Gurgaon.

For DLF Cyber City Developers Ltd.

*District* Town Planner (HQ)

For: Director General, Town & Country Planning  
 Haryana, Chandigarh

  
 Authorised Signatory/ies

11

**DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA**

SCO 71-75, Sector 17C, Chandigarh

Phone: 0172-2549349; e-mail: tcphry@gmail.com

http://tcpharyana.gov.in

**Regd.**

To

DLF Ltd. & others  
(formerly known as DLF Universal Ltd.)  
DLF Centre, Sansad Marg,  
New Delhi-01.

Memo No. RL-150-PA(B)/2017/ 31836 Dated: 12-12-2017

Subject: **Renewal of licence No. 7-8 of 2002 dated 12.02.2002 & 295 of 2005 dated 16.12.2005.**

Please refer to your application dated 17.11.2017 on the matter cited as subject above.

2. Licence No. 7-8 of 2002 dated 12.02.2002 & 295 dated 2005 dated 16.12.2005 granted for setting up of cyber park colony on the land measuring 61.40 acres & 1.9216 acres in Sector 24, 25, 25(A), Gurugram are hereby renewed upto **11.02.2020 & 15.12.2019** respectively on the same terms & conditions laid down therein.
3. This renewal will not tantamount to certification of satisfactory performance of the applicant entitling him for further renewal of license.

  
(T.L. Satyaprakash, IAS)

Director,

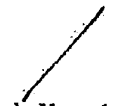
Town & Country Planning  
Haryana, Chandigarh

Endst. No. RL-150-PA(B)/2017/

Dated:

A copy is forwarded to the following for information and necessary action:-

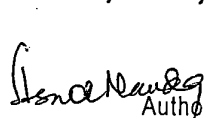
- i. Chief Administrator, HUDA, Panchkula.
- ii. Senior Town Planner, Gurugram.
- iii. Website Administrator with a request to update the status of renewal of license on the website of the Department.
- iv. District Town Planner, Gurugram.
- v. Chief Account Officer of this Directorate.

  
(Rajesh Kaushik)

Distt. Town Planner (HQ)

For Director, Town & Country Planning  
Haryana, Chandigarh

For DLF Cyber City Developers Ltd.

  
Anand Narang  
Authorised Signatory/ies

From G-8 Rule-IV

**रसीद**

नाम : DLF Cyber City Developers Ltd  
 पता : Building No 9B, Vishwakarma Road, Cyber City, DLF City Phase 3, Gurugram  
 गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
 निम्न खाते में जमा करने के लिए ड्राफ्ट 515315 ICICI

**रसीद नं.: 1503509**

दिनांक : 31/07/2020 वसूल पाया  
 दिन/ माह/ वर्ष

करदाता का खाता नं./बिल नं./नोटिस नं. व: तिथि	अदायगी का विवरण	रकम/रुपये. पैसे
110-10-01-03	COMMERCIAL	6535166.00
110-10-01-10 UPI: 290C2632U13 Z:3 2020-21,20200250464	FIRE TAX	726128.00

31/03/2021

**MCG****MUNICIPAL CORPORATION GURUGRAM**

अदायगी की तिथि/समय: 31/07/2020 07:11 PM

जोड़ = 7261294.00

**Payment made by cheque is subject to realization**

( In words: Seventy Two Lacs Sixty One Thousand Two Hundred Ninty

CCS:CFCL,Ref.ID1:290C2632U13,Ref.ID2: PermitsPro,Mob.:9810991345, AccountNo:110-10-01-10

Four )

रसीद जारी करने वाले के हस्ताक्षर  
 Parmod Kumar

From G-8 Rule-IV

**रसीद**

नाम : DLF Cyber City Developers Ltd  
 पता : Building No 9B, Vishwakarma Road, Cyber City, DLF City Phase 3, Gurugram  
 गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
 निम्न खाते में जमा करने के लिए ड्राफ्ट 515315 ICICI

**रसीद नं.: 1503509**

दिनांक : 31/07/2020 वसूल पाया  
 दिन/ माह/ वर्ष

करदाता का खाता नं./बिल नं./नोटिस नं. व:	अदायगी का विवरण	रकम/रुपये. पैसे
110-10-01-03	COMMERCIAL	6535166.00
110-10-01-10 UPI: 290C2632U13 Z:3 2020-21,20200250464	FIRE TAX	726128.00

31/03/2021

**MCG****MUNICIPAL CORPORATION GURUGRAM**

अदायगी की तिथि/समय: 31/07/2020 07:11 PM

जोड़ = 7261294.00

**Payment made by cheque, is subject to realization**

( In words: Seventy Two Lacs Sixty One Thousand Two Hundred Ninty

CCS:CFCL,Ref.ID1:290C2632U13,Ref.ID2: PermitsPro,Mob.:9810991345, AccountNo:110-10-01-10

Four )

रसीद जारी करने वाले के हस्ताक्षर  
 Parmod Kumar

For DLF Cyber City Developers Ltd.

*[Signature]*  
 Authorised Signatory/ies

From G-8 Rule-IV

रसीद



नाम : Dlf Cyber City Developers Ltd  
पता : Building No 8 Block B, Vishwakarma Road, Cyber City, DLF City Phase 2, Gurugram  
गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
निम्न खाते में जमा करने के लिए ड्राफ्ट 515312 ICICI

रसीद नं.: 1503607

दिनांक : 31/07/2020 वसूल पाया  
दिना/ माह/ वर्ष

करदाता का खाता नं./विल नं./नोटिस नं. व: तिथि	अदायगी का विवरण	रकम/रुपये, पैसे
110-10-01-03	COMMERCIAL	3856426.00
110-10-01-10 UPI: 287C3326U3 Z:3 2020-21,20200244717	FIRE TAX	428493.00

31/03/2021

MCG  
MUNICIPAL CORPORATION GURUGRAM

अदायगी की तिथि/संय: 31/07/2020 07:20 PM

जोड़ = 4284919.00

Payment made by cheque is subject to realization

( In words: Forty Two Lacs Eighty Four Thousand Nine Hundred  
Nineteen )

CCS:CCCL,Ref.ID1:287C3326U3,Ref.ID2:PermitsPro,Mob.:9810991345, AccountNo:110-10-01-10

रसीद जारी करने वाले के हस्ताक्षर  
Parmod Kumar

From G-8 Rule-IV

रसीद



नाम : Dlf Cyber City Developers Ltd  
पता : Building No 8 Block B, Vishwakarma Road, Cyber City, DLF City Phase 2, Gurugram  
गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
निम्न खाते में जमा करने के लिए ड्राफ्ट 515312 ICICI

रसीद नं.: 1503607

दिनांक : 31/07/2020 वसूल पाया  
दिना/ माह/ वर्ष

करदाता का खाता नं./विल नं./नोटिस नं. व:	अदायगी का विवरण	रकम/रुपये, पैसे
110-10-01-03	COMMERCIAL	3856426.00
110-10-01-10 UPI: 287C3326U3 Z:3 2020-21,20200244717	FIRE TAX	428493.00

31/03/2021

MCG  
MUNICIPAL CORPORATION GURUGRAM

अदायगी की तिथि/संय: 31/07/2020 07:20 PM

जोड़ = 4284919.00

Payment made by cheque is subject to realization

( In words: Forty Two Lacs Eighty Four Thousand Nine Hundred  
Nineteen )

CCS:CCCL,Ref.ID1:287C3326U3,Ref.ID2:PermitsPro,Mob.:9810991345, AccountNo:110-10-01-10

रसीद जारी करने वाले के हस्ताक्षर  
Parmod Kumar

From G-8 Rule-IV

रसीद



नाम : Dlf Cyber City Developers Ltd  
पता : Building No 8 Block C, Vishwakarma Road, Cyber City, DLF City Phase 2, Gurugram  
गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
निम्न खाते में जमा करने के लिए ड्राफ्ट 515313 ICICI

रसीद नं.: 1503565

दिनांक : 31/07/2020 वसूल पाया  
दिना/ माह/ वर्ष

करदाता का खाता नं./बिल नं./नोटिस नं. व: तिथि	अदायगी का विवरण	रकम/रुपये. पैसे
110-10-01-03	COMMERCIAL	7641651.00
110-10-01-10 UPI: 287C3325U2 Z:3 2020-21,20200244716	FIRE TAX	849073.00

31/03/2021

MCG

MUNICIPAL CORPORATION GURUGRAM

अदायगी की तिथि/समय: 31/07/2020 07:16 PM

जोड़ = 8490724.00

Payment made by cheque is subject to realization

( In words: Eighty Four Lacs Ninty Thousand Seven Hundred Twenty

CCS:CFCL,Ref:ID1:287C3325U2,Ref:ID2:PermitsPro,Mob.:9810991345, AccountNo:110-10-01-10

Four

रसीद जारी करने वाले के हस्ताक्षर  
Parmod Kumar

From G-8 Rule-IV

रसीद



नाम : Dlf Cyber City Developers Ltd  
पता : Building No 8 Block C, Vishwakarma Road, Cyber City, DLF City Phase 2, Gurugram  
गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
निम्न खाते में जमा करने के लिए ड्राफ्ट 515313 ICICI

रसीद नं.: 1503565

दिनांक : 31/07/2020 वसूल पाया  
दिना/ माह/ वर्ष

करदाता का खाता नं./बिल नं./नोटिस नं. व:	अदायगी का विवरण	रकम/रुपये. पैसे
110-10-01-03	COMMERCIAL	7641651.00
110-10-01-10 UPI: 287C3325U2 Z:3 2020-21,20200244716	FIRE TAX	849073.00

31/03/2021

MCG

MUNICIPAL CORPORATION GURUGRAM

अदायगी की तिथि/समय: 31/07/2020 07:16 PM

जोड़ = 8490724.00

Payment made by cheque is subject to realization

( In words: Eighty Four Lacs Ninty Thousand Seven Hundred Twenty Four

CCS:CFCL,Ref:ID1:287C3325U2,Ref:ID2:PermitsPro,Mob.:9810991345, AccountNo:110-10-01-10

रसीद जारी करने वाले के हस्ताक्षर  
Parmod Kumar

From G-8 Rule-IV

**रसीद**



नाम : DLF Cyber City Developers Ltd  
पता : Building No 8 Block A, Vishwakarma Road, Cyber City, DLF City Phase 2, Gurugram  
गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
निम्न खाते में जमा करने के लिए ड्राफ्ट 515311 ICICI

**रसीद नं.: 1503393**

दिनांक : 31/07/2020 वसूल पाया  
दिना/ माह/ वर्ष

करदाता का खाता नं./बिल नं./नोटिस नं. व: तिथि	अदायगी का विवरण	रकम/रुपये. पैसे
110-10-01-03	COMMERCIAL	2784965.00
110-10-01-10 UPI: 287C3327U4 Z: 3 2020-21, 20200244718	FIRE TAX	309440.00

31/03/2021

अदायगी की तिथि/समय: 31/07/2020 06:57 PM

**MCG**  
MUNICIPAL CORPORATION GURUGRAM

जोड़ = 3094405.00

Payment made by cheque is subject to realization

( In words: Thirty Lacs Ninty Four Thousand Four Hundred Five )

CCS:CYCL,Ref:ID1:287C3327U4,Ref:ID2: PermitsPro,Mob:9810991345, AccountNo:110-10-01-10

रसीद जारी करने वाले के हस्ताक्षर  
Parmod Kumar

From G-8 Rule-IV

**रसीद**



नाम : DLF Cyber City Developers Ltd  
पता : Building No 8 Block A, Vishwakarma Road, Cyber City, DLF City Phase 2, Gurugram  
गुरुग्राम नगर निगम कार्यालय गुरुग्राम  
निम्न खाते में जमा करने के लिए ड्राफ्ट 515311 ICICI

**रसीद नं.: 1503393**

दिनांक : 31/07/2020 वसूल पाया  
दिना/ माह/ वर्ष

करदाता का खाता नं./बिल नं./नोटिस नं. व:	अदायगी का विवरण	रकम/रुपये. पैसे
110-10-01-03	COMMERCIAL	2784965.00
110-10-01-10 UPI: 287C3327U4 Z: 3 2020-21, 20200244718	FIRE TAX	309440.00

31/03/2021

अदायगी की तिथि/समय: 31/07/2020 06:57 PM

**MCG**  
MUNICIPAL CORPORATION GURUGRAM

जोड़ = 3094405.00

Payment made by cheque is subject to realization

( In words: Thirty Lacs Ninty Four Thousand Four Hundred Five )

CCS:CYCL,Ref:ID1:287C3327U4,Ref:ID2: PermitsPro,Mob:9810991345, AccountNo:110-10-01-10

रसीद जारी करने वाले के हस्ताक्षर  
Parmod Kumar

Date: January 20, 2021

**DLF CYBER CITY DEVELOPERS LIMITED,**  
10<sup>th</sup> Floor, Gateway Tower,  
DLF City, Phase III,  
Gurugram,  
Haryana – 122002

**AXIS TRUSTEE SERVICES LIMITED**  
Second Floor, Plot Number 25  
Pusa Road, Karol Bagh  
New delhi – 110005

**Subject: Release of Original Title Documents**

Dear Sir / Ma'am,

This has reference to the request letter of DLF Cyber City Developers Limited ("Company") to Housing Development Finance Corporate Limited dated January 13, 2021, authority letter of State Bank of India in favour of Axis Trustee Services Limited dated January 05, 2021 and authority letter of Axis Trustee Services Limited dated January 13, 2021 in relation to release of the original title document pertaining to building 8 (16,37,185 square feet) and building 9B (7,56,519 square feet) situated at DLF Cyber City, Sector 24 and 25A, Gurugram, Haryana ("Property").

In furtherance of considering your requests, we are, therefore, releasing herewith the Title Documents of the said Property as mentioned in ANNEXURE A to Axis Trustee Services Limited.

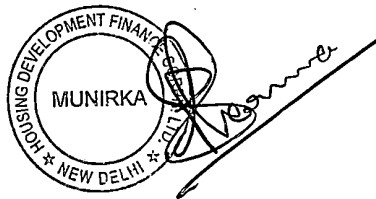
HDFC, therefore, shall have no claim, right, title or interest in respect of the said Property any more whatsoever.

Kindly acknowledge receipt of the aforesaid original documents.

Thanking you,

For **HOUSING DEVELOPMENT FINANCE CORPORATE LIMITED**

**AUTHORISED SIGNATORY**



**ANNEXURE A**

**TITLE DOCUMENTS BEING RELESED TO AXIS TRUSTEE SERVICES LIMITED**

Unique Documents pertaining to Building 8				
Sr. No.	Registration Date	Sale Deed Number	Description of Document	Original / Copy / CTC
1.	September 24, 1985	3653	Sale Deed executed by Mr. Ram Niwas, Mr. Bale, Ms. Chandra, Ms. Anuma, Ms. Lali and Mrs. Durga in favour of Paragon Real Estate and Apartments Private Limited.	Original
2.	September 24, 1985	3657	Sale Deed executed by Mr. Ram in favour of Paragon Real Estate and Apartments Private Limited.	Original
3.	November 06, 1985	4892	Sale Deed executed by Mrs. Kamla, Mr. Gajraj, Mr. Rajesh, Ms. Garnesh, Ms. Sharbati, Mr. Kritar, Mr. Kishan Lal, Mr. Mohan Lal, Ms. Maya, Ms. Mewa, Ms. Chander, Mrs. Lali and Mr. Deepchand in favour of Paragon Real Estate and Apartments Private Limited.	Original
4.	August 01, 1986	2510	Sale Deed executed by Master Mahesh and Ms. Naurang (both minors) through mother and natural guardian Mrs. Kamla in favour of Paragon Real Estate and Apartments Private Limited.	Original
Documents pertaining to Building 9B				
Sr. No.	Registration Date	Sale Deed Number	Description of Document	Original / Copy / CTC
1.	July 04, 2003	4330	Sale Deed executed by Mr. Khushiram, Mr. Naresh, Mr. Ram Kishore, Ms. Anuma, Ms. Santosh, Ms. Shakuntala and Mrs. Maina Devi in favour of DLF Universal Limited.	Original
2.	June 29, 2004	6997	Sale Deed executed by Mr. Ramkala, Mr. Surendar Kumar and Mr. Hari Singh (alias Chinu) in favour of DLF Universal Limited.	Original
3.	April 26, 1985	552	Sale Deed executed by Mr. Bhaagmal, Mr. Prakash and another in favour of DLF Universal Limited.	Original





IN THE HIGH COURT OF DELHI  
SU...  
M/s. DLF Housing & Construction Limited  
M/s. Anurag Construction Co. Ltd. & Others  
DEFENDANT/RESPONDENT

IN THE HIGH COURT OF DELHI AT NEW DELHI  
DATE OF DECISION : November 6, 2000

CP No. 60/2000

In the matter of

M/s DLF Housing & Construction Limited  
.....Petitioner/Transferee Company

and

M/s Anurag Construction Co. Ltd. & Others  
.....Transferor Companies 1 to 14

For Private Use

Examiner Judicial Dept  
High Court of Delhi

CP No. 61/2000

In the matter of

M/s DLF General Finance Limited  
.....Petitioner/Transferor Company  
No. 13

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 62/2000

In the matter of

M/s Vee Dee Investment and Agencies Limited  
.....Petitioner/Transferor Company  
No. 12

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 63/2000

In the matter of

M/s Paragon Real Estate and Apts Ltd.  
.....Petitioner/Transferor Company  
No. 11

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

For DLF Cyber City Developers Ltd.

*[Signature]*  
Authorised Signatory/ies

*[Signature]*

**ATTESTED**

Examiner Judicial Deptt,  
High Court of Delhi

CP No. 64/2000

In the matter of

M/s Landsdale Estate Limited  
.....Petitioner/Transferor Company  
No. 10

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 65/2000

In the matter of

M/s Kavicon Agro Farming Co.Pvt.Ltd.  
.....Petitioner/Transferor Company  
No. 9

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 66/2000

In the matter of

M/s Instant Batteries Limited  
.....Petitioner/Transferor Company  
No. 8

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 67/2000

In the matter of

M/s DLF Industrial Finance & Leasing Co.Ltd.  
.....Petitioner/Transferor Company  
No. 7

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

ATTESTED

CP No. 68/2000

Examiner Judicial Deptt  
High Court of Delhi

In the matter of

M/s DLF Housing Finance Limited  
.....Petitioner/Transferor Company  
No. 6

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 69/2000

In the matter of

M/s DLF Exports Limited  
.....Petitioner/Transferor Company  
No. 5

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 70/2000

In the matter of

M/s DLF Engg. Projects Limited  
.....Petitioner/Transferor Company  
No. 4

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 71/2000

In the matter of

M/s Bhagrathi Investments Pvt. Limited  
.....Petitioner/Transferor Company  
No. 3

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

ATTESTED

Public Seal  
High Court of Delhi

CP No. 72/2000

In the matter of

M/s Apollo Land & Housing Co. Ltd.  
.....Petitioner/Transferor Company  
No. 2

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 73/2000

In the matter of

M/s Anurag Construction Company Limited  
.....Petitioner/Transferor Company  
No. 1

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

CP No. 74/2000

In the matter of

M/s Delhi Land and Finance Limited  
.....Petitioner/Transferor Company  
No. 14

and

M/s DLF Housing & Construction Limited  
.....Transferee Company

All the petitioners  
through Mr. U. K. Chaudhary, Sr. Advocate with  
Mr. Rajeev Kumar and Ms. Anamika Ghai.

Mr. S. K. Luthra for the O.L.  
Mr. V. K. Verma for the Regional Director.

C O M M O N   O R D E R

The above petitions have been filed under  
Sections 391(2) and 394 of the Companies Act 1956 praying

ATTESTED

Examiner Judicial Deptt,  
High Court of Delhi

for sanction to a Scheme of Amalgamation of M/s Anurag Construction Company Limited (Transferor Company No. 1), M/s Apollo Land and Housing Co. Ltd. (Transferor Company No. 2), M/s Bhagirathi Investments Pvt. Limited (Transferor Company No. 3), M/s DLF Engineering Projects Ltd. (Transferor company No. 4), M/s DLF Exports Ltd. (Transferor Company No. 5), M/s DLF Housing Finance Limited (Transferor Company No. 6), M/s DLF Industrial Finance and Leasing Company Limited (Transferor Company No. 7), M/s Instant Batteries Limited (Transferor Company No. 8), M/s Kavicon Agro Farming Company Pvt. Ltd (Transferor Company No.9), M/s Landdale Estates Limited (Transferor Company No.10), M/s Paragon Real Estate and Apartments Limited (Transferor Company No. 11), M/s Vee Dee Investment and Agencies Limited (Transferor Company No.12), M/s DLF General Finance Limited (Transferor Company No. 13) and M/s Delhi Land and Finance Limited (Transferor Company No. 6) with M/s DLF Housing and Construction Limited (Transferee Company). The petitions are filed by the above mentioned Transferor and Transferee Companies.

The registered office of each of the petitioner companies is situated within the territorial jurisdiction of the High Court of Delhi and hence this court has jurisdiction to entertain these petitions.

The Board of Directors of each of the Companies had approved the proposed Scheme of Amalgamation. The petitioners filed applications under Sections 391 to 394 of

ATTESTED

Registrar and Secy.  
High Court of Delhi.

the Companies Act for directions to convene the meetings of the shareholders and the creditors of the company concerned and in compliance with the orders passed by this Court in such applications, separate meetings of the shareholders and the creditors of the Transferor and the Transferee Companies were held for the purpose of considering and if though fit, approving, with or without modification, the proposed Scheme of Amalgamation. The Scheme of Amalgamation was unanimously approved by the said meetings of the shareholders and the creditors of the Transferor and Transferee Companies and the Chairpersons appointed by this Court for holding the meetings have filed their reports in this Court.

The salient features of the Scheme of Amalgamation have been explained in the petitions. The financial position of the the Transferor and the Transferee Companies as on 31st March, 1999 has been stated in the petitions. The copies of the Memorandum and Articles of Association of the petitioner companies, the proposed Scheme of Amalgamation, the Audited Annual Accounts of the petitioner companies, the reports of the Chairpersons of the meetings of the shareholders and the creditors, the resolutions of Boards of Directors of the petitioner companies and the valuation reports in respect of the petitioner companies have been placed on record. The petitioners have stated that no investigation proceedings have been instituted or are pending against any of the

ATTESTED

Examiner Judicial Dept.,  
High Court of Delhi,

Transferor and the Transferee Companies under Sections 235 to 251 of the Companies Act.

Notice of these petitions was served on the O.L. attached to this Court and the Regional Director, Department of Company Affairs, Northern Region, Kanpur. Notice was also advertised in the newspapers as directed by this Court. Noboor has filed any objection to the Scheme of Amalgamation. The O.L. and the Regional Director have filed reports stating that they have no objection to the proposed Scheme of Amalgamation.

I have considered the averments in the petitions, the materials placed on record, the reports filed by the O.L. and the Regional Director, Department of Company Affairs, Northern Region, Kanpur and the submissions made by the learned counsel for the petitioners. I am satisfied that the petitioner companies have disclosed to the Court all material facts relating to the company concerned such as the latest financial position of the Company, the latest auditor's report on the accounts of the company and the pendency of any investigation/proceedings under Sections 235 to 251 of the Companies Act. I do not find any legal impediment to grant sanction to the Scheme.

Having regard to the facts and circumstances stated above, I am of the view that the petitions deserve to be allowed granting sanction to the proposed Scheme of Amalgamation.

In the above circumstances, sanction is hereby granted to the proposed Scheme of Amalgamation.

The Transferor Companies will stand dissolved without any process of winding up.

The petitions stand disposed of.

November 06, 2000  
kkb

Sd/-

CYRIAC JOSEPH, J.

TRUE COPY  
EXAMINER

Certified to be True Copy

Examiner of Documents  
High Court of Madras  
Authorized Under Section 78 of  
Indian Evidence Act.



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(ORIGINAL JURISDICTION)  
IN THE MATTER OF THE COMPANIES ACT, 1956  
AND  
IN THE MATTER OF SCHEME OF AMALGAMATION  
BETWEEN  
COMPANY PETITION NO. 60/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 173/2000  
IN THE MATTER OF DLF Housing & Construction Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

**ATTESTED**  
Registrar Judicial Deptt.  
High Court of Delhi

.....PETITIONER  
TRANSFEREE COMPANY

AND

COMPANY PETITION NO. 73/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 116/2000

IN THE MATTER OF M/s Anurag Construction Company Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 1

COMPANY PETITION NO. 72/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 105/2000  
IN THE MATTER OF M/s Apollo Land and Housing Company Ltd.  
having its Regd. Office at  
DL Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 2

COMPANY PETITION NO. 71/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 104/2000  
IN THE MATTER OF M/s Bhagirathi Investments Pvt. Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 3

COMPANY PETITION NO. 70/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 103/2000  
IN THE MATTER OF M/s DLF Engineering Projects Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 4

ATTESTED

Examiner Judicial Deptt  
New Delhi

COMPANY PETITION NO. 69/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 182/2000  
IN THE MATTER OF M/s DLF Exports Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 5

COMPANY PETITION NO. 68/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 181/2000  
IN THE MATTER OF M/s DLF Housing Finance Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 6

COMPANY PETITION NO. 67/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 180/2000  
IN THE MATTER OF M/s DLF Industrial Finance And Leasing Co. Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 7

COMPANY PETITION NO. 66/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 179/2000  
IN THE MATTER OF M/s Instant Batteries Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 8

COMPANY PETITION NO. 65/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 178/2000  
IN THE MATTER OF M/s Kavicon Agro Farming Company Pvt. Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO. 9

COMPANY PETITION NO. 64/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 177/2000  
IN THE MATTER OF M/s Lane Dale Estates Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO.10

COMPANY PETITION NO. 63/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 176/2000  
IN THE MATTER OF M/s Paragon Real Estate & Apartments Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

**ATTESTED**

Examiner Judicial Deptt.  
High Court of Delhi.

.....PETITIONER  
TRANSFEROR COMPANY NO.11

COMPANY PETITION NO. 64/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 175/2000  
IN THE MATTER OF M/s Vee Dee Investment & Agencies Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO.12

COMPANY PETITION NO. 61/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 174/2000  
IN THE MATTER OF M/s DLF General Finance Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO.13

COMPANY PETITION NO. 74/2000  
CONNECTED WITH  
COMPANY APPLICATION NO. 187/2000  
IN THE MATTER OF M/s Delhi Land & Finance Ltd.  
having its Regd. Office at  
DLF Centre, Sansad Marg,  
New Delhi - 110 001

.....PETITIONER  
TRANSFEROR COMPANY NO.14

BEFORE THE HON'BLE MR. JUSTICE CYRIL JOSEPH  
DATED THIS THE 6th DAY OF NOVEMBER, 2000

ORDER UNDER SECTION 324

The above petitions for sanction of Scheme of Amalgamation of 14 companies namely, (1) M/s Anurag Construction Company Ltd. (2) M/s Apollo Land Housing Company Ltd., (3) M/s Bhagirathi Investments Pvt. Ltd., (4) M/s DLF Engineering Projects Ltd. (5) M/s DLF Export Ltd., (6) M/s DLF Housing Finance Ltd., (7) M/s DLF Industrial Finance & Leasing Co. Ltd. (8) M/s Instant Batteries Ltd., (9) M/s Kavicon Agro Farming Company Pvt. Ltd. (10) M/s Landscale Estate Ltd., (11) M/s Paragon Real Estate & Apartments Ltd. (12) M/s Vee Dee Investment & Agencies Ltd. (13) M/s DLF General Finance Ltd., and (14) Delhi Land and Finance Ltd. (hereinafter referred to as the Transferor

ATTESTED  
Examiner Judicial Deptt,  
High Court of Delhi

Companies) with DLF Housing & Construction Ltd. (hereinafter referred to as the Transferee Company) coming on for hearing on 6/11/2000, upon reading the said petitions, the order dated 02/02/2000 whereby the above said companies were ordered to convene separate meetings of their respective shareholders & creditors for the purpose of considering and if thought fit, approving, with or without modification the proposed scheme of amalgamation annexed to the affidavits of Directors of Petitioner Companies filed on 31/1/2000 and the newspapers namely (1) "The Statesman" (English) (2) "Jansatta" (Hindi) both dated 17/2/2000 each containing the advertisement of the said notice convening the said meetings directed to be held by the said orders dated 2/2/2000 the affidavit of Sh. K.K. Vohra, filed on 8/3/2000 showing the publication and despatch of notices convening the said meetings, the report of the Chairmen of the said meetings dated 16/3/2000 as to the result of the said meetings and upon hearing Mr. U.K. Chaudhary, Sr. Advocate with Rajeev Kumar and Ms. Anamica Ghari for the petitioner companies, Mr. S.K. Luthra for the Official Liquidator and Mr. V.K. Verma for the Regional Director and it appearing from the reports of the Chairmen that the proposed scheme of amalgamation has been approved unanimously without any modification by the said shareholders and creditors of Transferor Companies and Transferee company present and voting either in person or by proxy and upon reading the affidavits dated 21/09/2000 of Sh. L.M. Gupta, Regional Director Northern Region, Department of Company Affairs, Kanpur on behalf of Central Government stating inter-alia that the affairs of the companies do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest and the affidavit of Sh. S.P. Dixit Official Liquidator filed on 29/9/2000 stating therein that the affairs of the Transferor companies have not been conducted in a manner prejudicial to the

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High Court of Del

interest of their shareholders or creditors or to public interest and that the transferor companies could be dissolved without process of winding up and there being no investigation proceedings pending against the Petitioner companies under Sections 235 to 251; of the Companies Act 1956

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION setforth in Schedule-I hereto and DOTH HEREBY DECLARE the same to be binding on all the shareholders and creditors of the Transferor Companies and Transferee Company and all concerned and doth approve the said Scheme of Amalgamation for the transfer dated i.e. 1/4/1999 ( as mentioned in Scheme)

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Companies specified in the first, second and third parts of the Schedule-II hereto marked as and all other property, rights and powers of the transferor companies be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to Section 394(2) of the Company Act, 1956 be transferred to and vest in the transferee company for all the estate and interest of the transferor companies therein but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Companies as have not given

APPROVED

Chairman and Deputy  
High Court of India

Such notice of dissent as is required by Clause given in the  
Amalgamation herein the shares in the transferee Company to which they  
are entitled under the said Amalgamation, and

5. That the transferor Companies do within 30 days after the  
date of this order cause a certified copy of this order to be  
delivered to the Registrar of Companies for registration and on such  
certified copy being so delivered, the transferor Companies shall be  
dissolved, and the Registrar of Companies shall place all documents  
relating to the transferor Companies and registered with him on the  
file kept by him in relation to the transferee Company and the files  
relating to the two companies shall be consolidated accordingly; and
6. That any person interested shall be at liberty to apply to the  
Court in the above matter for any directions that may be necessary.

Contd 7

SCHEDULE II

AMRGC

SCHEME OF AMALGAMATION/MERGER SANCTIONED  
BY THE COURT  
(Under Sections 391 and 394 of the Companies Act, 1956)

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ANURAG CONSTRUCTION COMPANY LIMITED

**ATTESTED**

AND OTHERS

Registrar Judicial Deptt.  
High Court of Delhi

WITH

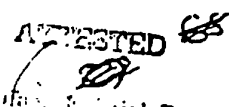
DLF HOUSING & CONSTRUCTION LIMITED


In this Scheme, unless inconsistent with the subject or context, the following expressions shall be deemed to mean:

- i) "1<sup>st</sup> Transferor Company" means Anurag Construction Company Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- ii) "2<sup>nd</sup> Transferor Company" means Apollo Land & Housing Company Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- iii) "3<sup>rd</sup> Transferor Company" means Bhagirathi Investments Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001

Certified to be True Copy  
For DLF Housing And Construction Ltd.

  
Director

ATTESTED   
Secretary, School Deptt.,  
High School of India.

- iv) "4<sup>th</sup> Transferor Company" means DLF Engineering Projects Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- v) "5<sup>th</sup> Transferor Company" means DLF Exports Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- vi) "6<sup>th</sup> Transferor Company" means DLF Housing Finance Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- vii) "7<sup>th</sup> Transferor Company" means DLF Industrial Finance & Leasing company Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- viii) "8<sup>th</sup> Transferor Company" means Instanil Batteries Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- ix) "9<sup>th</sup> Transferor Company" means Kavicon Agro Farming Company Private Limited a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
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Examiner Judicial Deptt,  
High Court of Delhi

- x) "10<sup>th</sup> Transferor Company" means Lansdale Estates Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- xi) "11<sup>th</sup> Transferor Company" means Paragon Real Estate & Apartments Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- xii) "12<sup>th</sup> Transferor Company" means Vee Dee Investment & Agencies Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- xiii) "13<sup>th</sup> Transferor Company" means DLF General Finance Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.
- xiv) "14<sup>th</sup> Transferor Company" means Delhi Land & Finance Limited, a company incorporated under the Companies Act, 1956 and having its Registered office at DLF Centre, Sansad Marg, New Delhi 110 001.

(The 1<sup>st</sup> to 14<sup>th</sup> Transferor Companies are hereinafter collectively referred to as all Transferor companies.)

ATTESTED

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Registrar Judicial Deptt,  
High Court of Delhi

xv) "Transferee company" DLF HOUSING & CONSTRUCTION LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at DLF Centre, Sarsad Marg, New Delhi 110 001.

xvi) "The Act" means The Companies Act, 1956.

xvii) "Transfer Date" means the 1<sup>st</sup> day of April, 1999.

xviii) "Effective Date" means the day on which the last of the sanctions, permissions specified in the scheme shall have been obtained and a certified copy of the order of the Hon'ble High Court of Delhi at New Delhi made under section 391/392 of the Companies Act, 1956, has been filed with the Registrar of Companies, Delhi at New Delhi.

xix) "The Scheme" means this scheme of Amalgamation/Merger as approved by the Board of directors of all the Transferor Companies and the Transferee Company, subject to such modifications as the Hon'ble High Court of Delhi at New Delhi may impose or all or any of the Transferor Companies and Transferee Company may prefer and the aforesaid Hon'ble High Court may approve.

2. The capital structure of the Transferor Companies at on 31.3.1999 is as follows:

- i) The authorised share capital of the 1<sup>st</sup> Transferor company is Rs 10,10,000/- divided into 1,00,000 Equity Shares of Rs 10/- each and 1000 10% -Cumulative Redeemable

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Preference Shares of Rs. 10/- each (Non-voting) and paid-up share capital of the Company is Rs. 1,00,120/- (Rupees one lac one hundred twenty) divided into 10,012 Equity Shares of Rs. 10/- each

- ii) The authorised share capital of 2<sup>nd</sup> Transferor Company is Rs. 2,10,000/- (Rupees Two lac ten thousand) divided into 20,000 Equity Shares of Rs. 10/- each and 100; 10% Cumulative Redeemable Preferential Shares of Rs. 100/- each (Non-Voting) and paid-up share capital of the company is Rs. 1,50,120/- (Rupees one lac fifty thousand one hundred and twenty) divided into 15,012 Equity Shares of Rs. 10/- each.
- (iii) The authorised share capital of the 3<sup>rd</sup> Transferor Company is Rs. 50,000/- (Rupees fifty thousand only) divided into 300 Equity Shares of Rs. 100/- each and 200; 11% Non-cumulative Redeemable Preference Shares of Rs. 100/- each (Voting) and paid-up share capital of the Company is Rs. 25,200/- (Rupees twenty five thousand two hundred) divided into 202 Equity Shares of Rs. 100/- each and 50; 11% Non-Cumulative Redeemable Preference shares of Rs. 100/- each (Voting).
- iv) The authorised share capital of the 4<sup>th</sup> Transferor Company is Rs. 50,00,000/- (Rupees Fifty lac) divided into 4,90,000 Equity Shares of Rs. 10/- each and 1000; 10% Cumulative Redeemable Preference Shares of Rs. 100/- each (Non Voting) and paid-up share capital of the Company is Rs. 3,00,170/- (Rupees Three lac one hundred seventy) divided into 30,017 Equity Shares of Rs. 10/- each.

- v) The authorised share capital of the 5<sup>th</sup> Transferor Company is Rs 4,00,000/ (Rupees Four lac ) divided in to 39,000 Equity Shares of Rs.10/- each and 100, 10% Non-Cumulative Redeemable Preference Shares of Rs.100/- each (Non Voting) and paid-up share capital of the Company is Rs 3,02,120/- (Rupees three lac two thousand one hundred twenty ) divided into 30,212 Equity Shares of Rs 10/- each.
- vi) The authorised share capital of the 6<sup>th</sup> Transferor Company is Rs 50,00,000/ (Rupees fifty lacs) divided into 4,99,500 Equity Shares of Rs.10/- each and 50, 13.5% Non-cumulative Redeemable Preference shares of Rs.100/- each (Non Voting) and paid up share capital of the Company is Rs.49,91,000 (Rupees forty nine lac ninety one thousand ) divided into 4,99,100 Equity Shares of Rs. 10/- each.
- vii) The authorised share capital of the 7<sup>th</sup> Transferor Company is Rs.51,00,000/ (Rupees fifty one lac) divided into 5,00,000 Equity Shares of Rs.10/- each and 10,000, 10% Non-Cumulative Redeemable Preference Shares of Rs.10/- each (Non Voting) and paid up share capital of the Company is Rs.3,01,000/- (Rupees Three lac one thousand ) divided into 30,100/- Equity Shares of Rs. 10/- each.
- viii) The authorised share capital of the 8<sup>th</sup> Transferor Company is Rs.5,00,000/- (Rupees five lac) divided into 40,000 Equity Shares of Rs.10/- each and 1000, 10% Cumulative Redeemable Preference Shares of Rs.100/- each (Non Voting) and paid-up share capital of the Company is Rs. 1,50,170/- (Rupees one lac fifty thousand one hundred seventy ) divided into 15,017 Equity Shares of Rs. 10/- each.

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Examiner Judicial Dept.  
High Court of Madras

- (v) The authorised share capital of the 9<sup>th</sup> Transferor Company is Rs 2,10,000 (Rupees two lac ten thousand) divided into 20,000 Equity Shares of Rs 10/- each and 100 12% Non-cumulative Redeemable Preference Shares of Rs 100/- each (Non Voting) and paid-up share capital of the Company is Rs.1,04,020 (Rupees one lac four thousand twenty ) divided into 10,402 Equity Shares of Rs 10/- each
- x) The authorised share capital of the 10<sup>th</sup> Transferor Company is Rs 5,10,000 (Rupees five lac ten thousand) divided into 50,000 Equity Shares of Rs 10/- each and 100 12% Non-cumulative Redeemable Preference shares of Rs.100/- each (Non Voting) and paid up share capital of the Company is Rs 4,670/- (Rupees four thousand six hundred seventy ) divided into 367 Equity Shares of Rs. 10/- each and 10 12% Non-Cumulative Redeemable Preference shares of Rs 100/- each.
- xi) The authorised share capital of the 11<sup>th</sup> Transferor Company is Rs. 2,10,000 (Rupees two lac ten thousand only) divided into 20,000 Equity Shares of Rs 10/- each and 100 10% Cumulative Redeemable Preference Shares of Rs 100/- each (Non Voting) and paid-up share capital of the Company is Rs 1,51,820/- (Rupees one lac fiftyone thousand eight hundred twenty only) divided into 15,182/- Equity Shares of Rs. 10/- each.
- 12<sup>th</sup>  
xii) The authorised share capital of the 12<sup>th</sup> Transferor Company is Rs. 2,10,000 (Rupees two lac ten thousand ) divided into 20,000 Equity Shares of Rs.10/- each and 100 10% Cumulative Redeemable Preference Shares of Rs 10/- each (Non Voting) and
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Examiner Judicial Deptt,  
High Court of Delhi

paid up share capital of the Company is Rs.1,45,390/- (Rupees one lac fortyfive thousand three hundred ninety ) divided into 14,539 Equity Shares of Rs. 10/- each.

- xiii) The authorised share capital of the 13<sup>th</sup> Transferor Company is Rs.5,00,000 (Rupees five lac ) divided into 5,000 Equity Shares of Rs.100/- each and paid-up share capital of the Company is Rs.1,52,000 (Rupees one lac fiftytwo thousand ) divided into 1,520 Equity Shares of Rs. 100/- each.
- xiv) The authorised share capital of the 14<sup>th</sup> Transferor Company is Rs.15,00,000/- (Rupees fifteen lac ) divided into 1,50,000 Equity Shares of Rs.10/- each and paid up share capital of the Company is Rs.6,00,000 (Rupees Six lac ) divided into 60,000 Equity Shares of Rs. 10/- each
- xv) The authorised share capital of the Transferee Company is Rs. 1,00,00,000/- (Rupees one crore ) divided into 2,00,000 ~~(two lacs)~~ Equity Shares of Rs.10/- each and 80,000 Non-Cumulative Redeemable Preference shares of Rs.100/- each (Non-Voting ) and paid-up share capital of the company is Rs. 2,00,000/- (Rupees two lac ) divided into 20,000 Equity Shares of Rs. 10/- each..
- xvi) As on date none of the above Companies have preference shares.

3. The Amalgamation shall take effect from 1<sup>st</sup> day of April, 1999.

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Examiner: Judicial Dept.  
High Court of Delhi

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4. All the properties, rights and claims whatsoever of all the Transferor Companies and their entire undertakings, trade marks, patents, authorities, privileges, license and rights in respect of property/assets, movable and immovable, fittings and fixtures, telephones, telex and fax connections, Bank and cash balances, reserves security deposits, refunds, outstanding balances, stocks, investments, licences, contracts, agreements and other rights and interests of all description in or arising out of such properties/assets as may be belong to or be in possession of the 1<sup>st</sup> to 14<sup>th</sup> Transferor Companies, which shall vest in the Transferee Company by virtue of the amalgamation, and all books of accounts and documents and records relating thereto, all of which is hereafter called (the said undertakings) shall without further act or deed, be transferred to and vest in the Transferee company pursuant to section 394 (2) of the Act with effect from the Transfer Date, so as to become the assets and properties of the Transferee company but subject to all charges, if any, affecting the same.

Provided always that any reference, in any security document arrangement to which any of the 1<sup>st</sup> to 14<sup>th</sup> Transferor Companies is a party, to any assets of any of the Transferor Companies offered as security for any financial obligation or assistance, shall be construed as a reference to only the assets of such a Transferor Company or Transferor Companies as are vested in the Transferee Company, under this scheme and the scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to all or any of the Transferor Companies and the Transferee Company shall not be obliged to create any further or additional security therefore after the amalgamation has been effective or otherwise:

5. All the debts, duties, obligations and liabilities of the said Undertakings of all the Transferor Companies whether provided for or not in the books of accounts of the Transferor Companies

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shall also stand transferred to the Transferee Company with effect from the Transfer Date without further act or deed pursuant to section 394(2) of the Act so as to become the debts, duties, obligations and liabilities of the Transferee Company

6. Upon the scheme becoming effective, if any suit, appeal or other proceedings of whatever nature (hereinafter called "proceedings") by or against any of the Transferor Companies be pending, the same shall not abate or discontinued or be in any way prejudicially affected on the amalgamation of the Transferor Companies under the Scheme and the same will be continued, prosecuted or enforced by or against the Transferee Company in the same manner and to the same extent as if the scheme had not been made. Any proceedings taken after the Effective Date for any other matter or cause of action concerning any of the Transferor Companies before the Effective date shall also be taken by or against the Transferee Company
7. All the Transferor Companies and the Transferee Company, have no employee on their roll and hence no provision for transfer of employees is made in the scheme
8. It is expressly provided that as there are no employees in the Transferor companies or the Transferee Company, hence no provision is made in the scheme for transfer of Provident fund, Gratuity Fund, Superannuation Fund or any other Special Fund.
9. On and from the Transfer Date, all the Transferor Companies shall carry on and be deemed to carry on all their businesses and activities on behalf of and on account of the Transferee company until such time as the amalgamation becomes effective in terms of the scheme. From the Transfer Date, all the Transferor Companies shall carry on their businesses with



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High Court of India.

proper prudence and shall not without the concurrence of the Transferee Company vary or alienate charge or otherwise deal with the said undertakings or any part thereof except in the ordinary course of business. Income or profit accruing to all or any of the Transferor Companies or losses incurred by them on and from the Transfer Date shall for all purposes be income, profit or losses, as the case may be, of the Transferee Company and all and each of the Transferor Companies shall account to and be entitled to be indemnified by the Transferee Company AND

- A. All or any of the Transferor Companies shall not without the consent of the Transferee Company declare any dividend for the financial year commencing from 1<sup>st</sup> day of April, 1999 and subsequent financial years during which the scheme has not become effective.
- B. The Transferee Company will, while declaring dividends (including interim dividend) if any, on its equity share for the financial year commencing 1<sup>st</sup> day of April, 1999 and subsequent financial years keep a provision for dividend at the same rate in respect of Equity Shares to be allotted under the present scheme as provided in Sub-Clause A above and such dividend on such Equity Shares shall be deemed to be declared and payable if and when the scheme become effective.
- C. Subject to the provisions of the Scheme becoming effective the profits of all and each of the Transferor Companies for the period beginning from 1<sup>st</sup> day of April, 1999 shall belong to and be the profits, of the Transferee Company and will be available to the Transferee company for being disposed off in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of the year ending 31<sup>st</sup> March, 2000 or any year thereafter.

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Judicial  
High Court of Delhi

D All and each of the Transferor companies shall not issue or allot any rights shares or bonus shares out of its authorised or unissued share capital; except in case where prior to the filing of this scheme such shares have already been issued, to meet any provision or obligation imposed under the law, as may be applicable in the context to any of the Transferee Companies and no major change in the capital structure or its holding is made of such Transferee Company.

10 The transfer and vesting of the said undertakings and the continuance of the proceedings mentioned above shall not effect transactions or proceedings already concluded by all or any of the Transferor Companies on or after the Transfer Date to the end and intent that the Transferee company accepts on behalf of itself all acts, deeds, bonds, agreements, and other instruments of whatsoever nature done and executed by all or any of the Transferor Companies.

Subject to the other provisions contained in the scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature subsisting or having effect immediately before amalgamation to which all or any of the Transferor Companies is a party shall be and remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if, instead of all and each of the Transferor Company, the Transferee company had been a party thereto.

(i) In consideration of the transfers of undertakings and assets and liabilities as provided herein in favour of the Transferee Company and in consideration of the mutual covenants agreed to in this scheme, M/s DLF Universal Ltd., the wholly owned

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may be necessary to meet its obligations under the scheme and the provisions of the Act.

If at any time between the Transfer Date and the Effective Date, the Transferee Company shall capitalise profits by way of a bonus issue of Equity Shares to its members, the number of shares to be allotted by the Transferee Company to each member of all and each of the Transferor Company, pursuant to the provisions of Clause 12 hereof, shall be such number of shares as arrived at by multiplying the number of shares to which such a member shall put for the provisions of this clause become entitled, by a fraction, the numerator of which shall be the total number of Equity Shares of the Transferee Company consisting its subscribed Equity Share capital immediately after the allotment of such bonus shares and the denominator of which shall be total number of Equity Share of the Transferee Company constituting its subscribed Equity Share Capital immediately before the allotment of such bonus shares.

This scheme is subject to such modification as the Hon'ble High Court of Delhi at New Delhi as the case may be, may impose or any of the Transferor Companies may prefer and the aforesaid Hon'ble High Court may approve and the Board of Directors of the concerned Transferor Company and the Transferee company may consent on behalf of all concerned to any modification or addition to the scheme and to agree to any condition which the aforesaid Hon'ble High Court may think fit to impose.

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The scheme shall not in any manner effect the rights of any of the creditors of any of the Transferor Company, in particular and secured creditors shall continue to enjoy and hold charge upon their respective securities.

The implementation of the scheme is conditional upon and subject to:

- (a) Sanction of the Scheme by the Hon'ble High Court of Delhi at New Delhi under section 391 of the Act and the appropriate orders being made by the said Hon'ble High Court pursuant to section 394 of the Act for effecting and amalgamation under the scheme and the implementation of the scheme.
- (b) The approval of Financial Institutions, wherever necessary under any agreement with them by any of the Transferor Companies and the Transferee Company
- (c) The approval and consent of any authorities, banks concerned as may be required under any contract or statute being obtained and granted in respect of any of the matters in respect of which such approval and consent be required.
- (d) The certified copies of the Order of the Hon'ble High Court of Delhi at New Delhi being filed with the Registrar of Companies, Delhi at New Delhi by the concerned Transferor Companies and the Transferee Company.

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Examiner Judicial Deptt,  
High Court of Delhi.

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18. The Scheme although operative from the Transfer Date shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained and last filed which shall be the Effective Date for the purpose of the Scheme.
19. All costs, charges and expenses of all Transferor Companies and the Transferee Company respectively in relation to or in connection with negotiations leading upto the Scheme and or carrying out and completing the terms and provisions of the scheme and of and incidental to the completion of amalgamation of all the Transferor Companies in pursuance of the scheme shall be borne and paid by the Transferee Company.
20. Upon the scheme becoming effective as aforesaid and subject to an order being made by Hon'ble High Court of Delhi at New Delhi under Section 394 of the Act all and each of the Transferor Companies shall stand dissolved without winding up as and from the Effective Date or such date as the said Hon'ble High Court may direct.

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# SCHEDULE II ~~ATTACHED~~

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## SCHEDULE - II

### SCHEDULE OF PROPERTIES OF THE 1ST TRANSFEROR COMPANY I.e. ANURAG CONSTRUCTION COMPANY LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED

#### PART - I

(A SHORT DESCRIPTION OF THE FREE- HOLD PROPERTY OF THE 1<sup>st</sup> TRANSFEROR COMPANY)

- 1) All that piece or parcel of land admeasuring about 415.72 Sq Mtrs. bearing Plot No. MA -97 situated in DLF City ( Previously called DLF Qutab Enclave Complex ) Phase - III Gurgaon (Haryana)
- 2) All that pieces or parcel of Agricultural land admeasuring about 0.92 Acres situated in Village Sahsola Tehsil & Distt. Gurgaon (Haryana).
- 3) Licence Nos. 32/1989, 28/1992, 7/1982, 17/1983, 33/1983, 48/1983, 54/1983, 72/1984, 74/1984, 23/1985, 14/1989, 83/1996, 10/1982, 6/1983, 78/1984, 85/1984, 3/1985, 24/1985, 43/1985, 22/1986, 18/1982, 8/1989, 59/1992, 34/1990, 21/1989 and 42/1996 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 27.07 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III, IV and Phase V Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhaul, Shahpur, Nathupur, Dundanera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).
- 4) An area of land admeasuring about 47 acres consisting of rocky and steep hill sides together with all advantages, buildings and appurtenances belonging thereto forming part of two Estates Known as 'Old Brewery and 'Lyndale' Grants No. 88 and 92 respectively of Well's Permanent Settlement of Mussoorie land of 1842 situated in Mussoorie, Pargana Western Doon Distt. Dehra Dun registered in the office of Sub Registrar, Dehra Dun as Registered No. 1456 in additional Book No. 1 Volume No. 659 on Pages 141 to 184 on 16th Day of June, 1987
- 5) A plot of land admeasuring about 9 acres more or less consisting of steep hillsides and situated at Tri-junction of the Lyndale's Cottage and Snowdon Estate, near the Municipal Bazar and the Toll Bar at the Western end of Mussoorie in Pargana Western Doon of Distt. Dehradun, bounded on the North and North-East by Rani Banshi's Estate, on the South and South-East by the Municipal Bazar Reserve and the Mussoorie Bhadraraj Public Road and on the West by Sila Cottage Estate and Municipal Bazar Reserve, Mussoorie Distt. Dehra Dun registered in the office of Sub Registrar, Dehra Dun as Registered No. 1455 in additional Book No. 1 Volume No. 659 on Pages 130 to 140 on 16th Day of June, 1987

#### PART - II

(A short description of the lease-hold property of the 1<sup>st</sup> Transferor Company)

NIL

#### PART - III

(A short description of all stocks, shares, debentures and other charges in action of the 1<sup>st</sup> Transferor Company)

NIL

**SCHEDULE - II**

**SCHEDULE OF PROPERTIES OF THE 2<sup>nd</sup> TRANSFEROR COMPANY i.e. APOLLO LAND & HOUSING COMPANY LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY i.e. DLF HOUSING & CONSTRUCTION LIMITED.**

**PART - I**

**(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE 2<sup>nd</sup> TRANSFEROR COMPANY)**

- 1) All that pieces or parcel of Agricultural land admeasuring about 10.27 Acres plus open areas situated in Village Srisola Tehsil & Distt. Gurgaon (Haryana).
- 2) Licence Nos. 17/1982, 02/1983, 46/1983, 44/1985, 6/1985, 25/1986, 3/1989, 62/1992, 41/1983, 45/1983, 95/1984, 100/1984, 110/1984, 117/1984, 27/1985, 2/1985, 47/1985, 9/1983, 30/1986, 30/1986, 4/1987, 17/1989 and 68/1996 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 1.84 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhaul, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**(A short description of the lease-hold property of the 2<sup>nd</sup> Transferor Company)**

Nil

**PART - III**

**(A short description of all stocks, shares, debentures and other charges in action of the 2<sup>nd</sup> Transferor Company)**

NIL



**FBI**

SCHEDULE OF PROPERTIES OF THE 3<sup>rd</sup> TRANSFEROR COMPANY I.e. DILAKIRATHI INVESTMENT CO. LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEEE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED.

(A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 3<sup>rd</sup> TRANSFEROR COMPANY)

- (A short description of the lease-hold property of the 3<sup>rd</sup> Transferor Company)

**PART - III**

NII

ATTESTED

Patner Judicial Deptt,  
Court of Delhi

SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 4<sup>th</sup> TRANSFEROR COMPANY i.e. DLF  
ENGINEERING PROJECTS LIMITED TO BE TRANSFERRED TO AND VESTED IN THE  
TRANSFeree COMPANY i.e. DLF HOUSING & CONSTRUCTION LIMITED.

**PART - I**

**(A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 4<sup>th</sup> TRANSFEROR  
COMPANY)**

Licence Nos. 11/1989, 28/1969, 49/1994 and 63/1996 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 27.39 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghos!, Sarhaul, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**(A short description of the lease-hold property of the 4<sup>th</sup> Transferor Company)**

Nil

**PART - III**

**(A short description of all stocks, shares, debentures and other charges in action  
of the 4<sup>th</sup> Transferor Company)**

Nil

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ATTESTED

Minister of P.W.D.  
Govt. of Delhi

SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 5<sup>th</sup> TRANSFEROR COMPANY I.e. DLF EXPORTS LIMITED  
TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING &  
CONSTRUCTION LIMITED.

**PART - I**

**(A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 5<sup>th</sup> TRANSFEROR COMPANY)**

- 1) Licence No.137/1998 granted by Director Town & Country Planning, Chandigarh (Haryana) comprising of land admeasuring about 0.204 Acres situated in Sector 53, Village Wazirabad, Tehsil & Distt. Gurgaon (Haryana).
- 2) All that pieces or parcel of Agricultural land admeasuring about 13.24 Acres plus open area situated in Village Balula & Bhandwari Tehsil & Distt. Gurgaon (Haryana).
- 3) Licence Nos. 27/1989, 4/1994 and 32/2000 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 6.32 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV, Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhaul, Shahpur, Nathpuri, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**(A short description of the lease-hold property of the 5<sup>th</sup> Transferor Company)**

NII

**PART - III**

**(A short description of all stocks, shares, debentures and other charges in action of the 5<sup>th</sup> Transferor Company)**

NII

ATTESTED

Examiner Judicial Deptt,  
High Court of Delhi

- 28

SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 6<sup>th</sup> TRANSFEROR COMPANY i.e. DLF HOUSING FINANCE LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY i.e. DLF HOUSING & CONSTRUCTION LIMITED

**PART - I**

**A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 6<sup>th</sup> TRANSFEROR COMPANY)**

Licence No.135/1988 granted by Director Town & Country Planning, Chandigarh (Haryana) comprising of land admeasuring about 0.204 Acres situated in Sector 53, Village Wazirabad, Tehsil & Distt. Gurgaon (Haryana).

All that pieces or parcel of Agricultural land admeasuring about 0.19 Acres plus open areas situated in Village Balula Tehsil & Distt. Gurgaon (Haryana).

Licence Nos.12/1989, 30/1989 and 47/1994 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 8.23 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Villages Chakkarpur, Sikanderpur Ghosi, Sarhail, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**( A short description of the lease-hold property of the 6<sup>th</sup> Transferor Company)**

Nil

**PART - III**

**( A short description of all stocks, shares, debentures and other charges in action of the 6<sup>th</sup> Transferor Company)**

Nil

TESTED  
 (Patent & Copyright)  
 High Court of Delhi

## SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 7<sup>th</sup> TRANSFEROR COMPANY I.e. DLF INDUSTRIAL FINANCE & LEASING COMPANY LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED.

### PART - I

(A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 7<sup>th</sup> TRANSFEROR COMPANY)

- 1) Licence No.138/1998 granted by Director Town & Country Planning, Chandigarh (Haryana) comprising of land admeasuring about 0.204 Acres situated in Sector 53, Village Wazirabad, Tehsil & Distt. Gurgaon (Haryana).
- 2) All that pieces or parcel of Agricultural land admeasuring about 0.11 Acres plus open areas thereof situated in Village Balula Fensil & Distt. Gurgaon (Haryana).
- 3) Licence Nos.24/1989 and 50/1904 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 10.49 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase - IV Gurgaon (Haryana) falling in Village Village Chakkarpur, Sikanderpur Ghosi, Sarhau, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

### PART - II

(A short description of the lease-hold property of the 7<sup>th</sup> Transferor Company)

Nil -

### PART - III

(A short description of all stocks, shares, debentures and other charges in action of the 7<sup>th</sup> Transferor Company)

Nil

- 30 -

SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 8<sup>th</sup> TRANSFEROR COMPANY I.e. INSTANT BATTERIES LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED.

**PART - I**

A SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE 8<sup>th</sup> TRANSFEROR COMPANY (COMPANY)

- 1) Residential Flat No. C-3 Bhuvan Niwas on Plot No. 2/05 Market Lane, Gurgaon Market, New Delhi - 110001.
- 2) All that pieces or parcel of Agricultural land admeasuring about 13.92 Acres situated in Village Sahsola Tehsil & Dist. Gurgaon (Haryana).
- 3) Developed Land admeasuring about 3.81 Acres plus open areas and area reserved for Community Sites etc. situated in DLF Ankur Vihar (Loni), U. P.
- 4) Licence Nos. 20/1982, 7/1983, 58/1983, 60/1984, 64/1984, 77/1984, 83/1984, 25/1985, 41/1985, 24/1986, 7/1983, 41/1985, 4/1989, 78/1996, 57/1992, 25/1989, 27/1992 and 48/1994 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 9.39 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhaul, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Dist. Gurgaon (Haryana).

**PART - II**

(A short description of the lease-hold property of the 8<sup>th</sup> Transferor Company)

NIL

**PART - III**

(A short description of all stocks, shares, debentures and other charges in action of the 8<sup>th</sup> Transferor Company)

NIL

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SCHEDULE - II

ATTESTED

Registrar Judicial Deptt.  
Court of Delhi

SCHEDULE OF PROPERTIES OF THE 9<sup>th</sup> TRANSFEROR COMPANY I.e. KAVICON AGRO FARMING COMPANY PRIVATE LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED.

PART - I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE 9<sup>th</sup> TRANSFEROR COMPANY)

Licence Nos. 9/1989, 77/1993, 22/1989, 67/1996, 29/1992, 52/1994, and 31/2000 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 17.23 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghoel, Sarhau, Shahpur, Nathupur, Dundahern & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

PART - II

(A short description of the lease-hold property of the 9<sup>th</sup> Transferor Company)

Nil

PART - III

(A short description of all stocks, shares, debentures and other charges in action of the 9<sup>th</sup> Transferor Company)

Nil

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SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 10<sup>th</sup> TRANSFEROR COMPANY I.e. LANDSDALE STATES LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED.

**PART - I**

**(A SHORT DESCRIPTION OF THE FREE- HOLD PROPERTY OF THE 10<sup>th</sup> TRANSFEROR COMPANY)**

**ATTESTED**

Examiner Judicial Deptt,  
High Court of Delhi

Licence No. 80/1998 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 4.05 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - II Gurgaon (Haryana) falling in Sarhau Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**(A short description of the lease-hold property of the 10<sup>th</sup> Transferor Company)**  
Nil

**PART - III**

**(A short description of all stocks, shares, debentures and other charges in action of the 10<sup>th</sup> Transferor Company)**  
Nil



SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 11<sup>th</sup> TRANSFEROR COMPANY I.e. PARAGON REAL ESTATES & APARTMENTS LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED.

**PART - I**

(A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 11<sup>th</sup> TRANSFEROR COMPANY)

- 1) Residential Flat No. D-3 Shyam Niwas on Plot No. 2/95 Market Lane, Gole Market, New Delhi - 110001.
- 2) All that pieces or parcel of Agricultural land admeasuring about 4.70 Acres situated in Village Sahsola Tehsil & Distt. Gurgaon (Haryana).
- 3) Developed Land admeasuring about 1.71 Acres plus open areas and area reserved for Community Sites etc. situated in DLF Ankur Vihar (Loni), U. P.
- 4) Licence Nos. 3/1982, 75/1984, 19/1982, 4/1983, 30/1983, 61/1984, 62/1984, 65/1984, 78/1984, 96/1984, 4/1985, 26/1985, 42/1985, 5/1986, 26/1986, 2/1989, 61/1992, 79/1996, 33/1989 and 51/1994 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 41.71 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhaul, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

(A short description of the lease-hold property of the 11<sup>th</sup> Transferor Company)  
NIL.

**PART - III**

(A short description of all stocks, shares, debentures and other charges in action of the 11<sup>th</sup> Transferor Company)  
NIL.

**ATTESTED**

Examiner Judicial Deptt.  
Court of Delhi

SCHEDULE - II

SCHEDULE OF PROPERTIES OF THE 12<sup>th</sup> TRANSFEROR COMPANY I.e. VEE DEE INVESTMENTS & INDUSTRIES LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY DLF HOUSING & CONSTRUCTION LIMITED.

**PART - I**

**SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE 12<sup>th</sup> TRANSFEROR COMPANY)**

All that pieces or parcel of Agricultural land admeasuring about 0.09 Acres plus open areas situated in Village Sahsola Tehsil & Distt. Gurgaon (Haryana).

Developed Land admeasuring about 7.53 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF Ankur Vihar (Loni), U. P.

Licence Nos. 27/1983, 34/1983, 49/1983, 56/1983, 57/1983, 67/1984, 82/1984, 93/1984, 97/1984, 45/1985, 5/1989, 8/1986, 29/1986, 37/1986, 3/1987, 18/1989 and 28/1989 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 11.80 Acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase - I, II, III and Phase IV Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhau, Shahpur, Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**( A short description of the leasehold property of the 12<sup>th</sup> Transferor Company)**

NII

**PART - III**

**( A short description of all stocks, shares, debentures and other charges in action of the 12<sup>th</sup> Transferor Company)**

NII

TESTED  
Judicial D  
at of Dec.

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SCHEDULE - II

LIST OF PROPERTIES OF THE 13<sup>th</sup> TRANSFEROR COMPANY I.e. DLF GENERAL FINANCE  
TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF  
NG & CONSTRUCTION LIMITED

**ATTESTED**

**PART - I**

**(A short description of the freehold property of the 13<sup>th</sup> Transferor Company)** Judicial Dept  
Court of Delhi

All that pieces or parcel of Agricultural land admeasuring about 6.62 Acres plus open areas  
situated in Village Balula Tehsil & Distt. Gurgaon (Haryana)

Licence Nos. 3/1981, 4/1982, 53/1983, 60/1984, 98/1984, 15/1982, 28/1986, 60/1992, 75/1996, 76/1996  
and 40/1996 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land  
admeasuring about 6.39 Acres plus open areas and areas reserved for Community Sites etc. situated  
in DLF City (Previously called DLF Qutab Enclave Complex) Phase - I, II, III, IV and Phase V  
Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarhaul, Shahpur,  
Nathupur, Dundahera & Wazirabad Tehsil & Distt. Gurgaon (Haryana).

**PART - II**

**(A short description of the lease-hold property of the 13<sup>th</sup> Transferor Company)**  
Nil

**PART - III**

**(A short description of the stocks, shares, debentures and other charges in action  
of the 13<sup>th</sup> Transferor Company)**

Nil

**SCHEDULE OF PROPERTIES OF THE 14TH TRANSFEROR COMPANY I.e. DELHI LAND & FINANCE LIMITED TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY I.e. DLF HOUSING & CONSTRUCTION LIMITED**

**PART-1**

(A SHORT DESCRIPTION OF THE FREE-HOLD PROPERTY OF THE 14th TRANSFEROR COMPANY)

- 1) All that pieces or parcel of Agricultural land admeasuring about 10.55 acres plus open areas situated in village Sahsola, Tensil & Distt. Gurgaon (Haryana).
- 2) Licence nos. 5/1981, 5/1982, 12/1982, 16/1983, 29/1983, 32/1983, 44/1983, 13/1989, 82/1996, 16/1982, 6/1983, 21/1982, 29/1983, 23/1986, 7/1989, 64/1992, 43/1983, 59/1984, 94/1984, 99/1984, 108/1984, 1/1985, 28/1985, 46/1985, 7/1986, 35/1986, 2/1987, 20/1989, 56/1992, 66/1996 and 39/1996 granted by Director Town & Country Planning, Chandigarh (Haryana) and balance Land admeasuring about 4.27 acres plus open areas and areas reserved for Community Sites etc. situated in DLF City, (Previously called DLF Qutab Enclave Complex) Phase-I, II, III, IV and Phase V Gurgaon (Haryana) falling in Village Chakkarpur, Sikanderpur Ghosi, Sarehaul, Shalpur, Nathupur, Dandunera & Wazirabad Tensil & Distt. Gurgaon (Haryana).
- 3) Developed Plots admeasuring about 3868 Sq. Mtrs. Situated in in Sushant Lok-1, Gurgaon (Haryana).

**Part-II**

(A short Description of the lease-hold property of the 14th Transferor Company)

**Part-III**

(A short description of all stocks, shares, debentures and other charges in action of the 14th Transferor Company)

Nil

Dated this the 6th day of November 2000.

(By order Court)

Sd/-

Registrar

REGISTRAR

TRUE COPY

EXAMINER

12649 7/11/2001

Date of Presentation ...  
 Application for copy ...  
 No. of ...  
 Copies ...  
 Urgency ...  
 Remarks ...  
 Approved ...  
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 Name ...  
 Date of ...  
 for copy ...  
 Date of ...  
 Date of ...

13 12 11/11/2001

7/13/2001

9/7/2001

(Jud)

7/27/2001



5000Rs.



### PARTNERSHIP DEED

This Deed of Partnership made at Gurgaon the 1<sup>st</sup> day of February, Two thousand six between :

1. **M/s Silver Oaks Property Management Services Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon - 122 002 (Haryana) of the **FIRST PART**;
2. **M/s Cee Pee Maintenance Services Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon - 122 002 (Haryana) of the **SECOND PART**;
3. **M/s Pee Tee Property Management Services Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon - 122 002 (Haryana) of the **THIRD PART**;
4. **M/s Comfort Buildcon Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the **FOURTH PART**;
5. **M/s Sunlight Promoters Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the **FIFTH PART**;
6. **M/s Prompt Real Estate Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the **SIXTH PART**; and
7. **M/s Highvalue Builders Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the **SEVENTH PART**;

*James Pham* *Sid* *Goel* *Goel* *Goel* *Goel*

For DLF Cyber City Developers Ltd.

*Manoj Kumar* *Manoj Kumar*

Authorized Signatory/ies



3. That the business of partnership shall continue to be carried on under the name and style of DLF CYBER CITY or any other name or names as may be mutually agreed upon from time to time.
4. That the Head Office of the firm will be situate at the Shopping Mall, 1<sup>st</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon in the state of Haryana. The partners may by mutual consent shift the Head Office to any other place as and when considered necessary.

5. That the paid-up capital of the firm is fixed at Rupees fifty lacs (Rs.50,00,000/-) only divided into shares of Rupees ten (Rs.10/-) each and is to be contributed and maintained by the parties hereto as under:

Sl. No.	Name of Partner Company	No. of Shares	Amount (Rs.)
1	M/s Silver Oaks Property Management Services Limited	65,000	6,50,000
2	M/s Cee Pee Maintenance Services Limited	60,000	6,00,000
3	M/s Pee Tee Property Management Services Limited	60,000	6,00,000
4	M/s Comfort Buildcon Private Limited	60,000	6,00,000
5	M/s Sunlight Promoters Private Limited	60,000	6,00,000
6	M/s Prompt Real Estate Private Limited	60,000	6,00,000
7	M/s Highvalue Builders Private Limited	60,000	6,00,000
8	M/s DLF Universal Limited	25,000	2,50,000
9	M/s DLF Housing and Construction Limited	25,000	2,50,000
10	M/s DLF Retail Developers Limited	25,000	2,50,000
	<b>TOTAL</b>	<b>5,00,000</b>	<b>50,00,000</b>

6. That regular books of account shall be maintained in respect of the business of the partnership and on a day to be mutually agreed upon, the account books shall be closed annually and a statement of all the assets and liabilities and the profit and loss account shall be prepared and signed on behalf of each partner. That the partners shall be entitled to receive interest at the rate of eight (8) percent per annum in respect of the balances outstanding in their loan accounts from time to time which will be treated as an item of expenditure for the purposes of preparing the profit and loss account. The partners shall be entitled to receive the net profit or bear the net loss (including profit or loss of capital nature) in the proportion of the share capital held by each one of them as mentioned in clause 5 hereinabove.
7. That the retirement, insolvency or liquidation of any of the parties hereto shall not lead to the dissolution of the partnership as between the surviving or continuing parties.
8. That the partnership firm may be dissolved at any time with the consent of all of the partners for the time being.
9. That unless agreed otherwise on the retirement, insolvency or liquidation of any of the partners the retiring partner or the legal representative, as the case may be, shall be entitled to receive only the amount standing

*Sd/-* *Sd/-* *Sd/-*  
*[Signature]* *[Signature]* *[Signature]*  
*[Signature]* *[Signature]* *[Signature]*  
*[Signature]* *[Signature]* *[Signature]*



10. Each partner shall :-

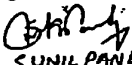
- 11. No partner shall without the consent of the others :-**

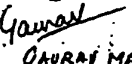
5. → ~~Egin Gabela~~ ~~Egin Gabela~~ ~~Egin Gabela~~ ~~Atrant~~  
~~GIN Sura~~ ~~Agripla~~ ~~Jamir phano~~

12. That the Bank Account shall be operated with such Bank or Banks and shall be operated upon by such partner or partners or person or persons as may be mutually agreed upon.
13. That all other matters for which no provision has been made in these presents shall be decided by mutual consent of the partners.
14. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or replacement thereof.


IN WITNESS WHEREOF the common seals of the parties of the first to tenth parts have been affixed hereunto the day hereinabove mentioned, at Gurgaon.

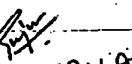
1. THE COMMON SEAL OF M/s SILVER OAKS PROPERTY MANAGEMENT SERVICES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri S.K.Gupta, Director of the Company who has subscribed his signature hereto in the presence of:

1.   
SUNIL PANDEY  
1167, Sector-21,  
Gurgaon-122016, Haryana

2.   
GAURAV MAMESHWAR  
House No-996, Sector-9  
Faridabad, Haryana-121006

2. THE COMMON SEAL OF M/s CEE PEE MAINTENANCE SERVICES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his signature hereto in the presence of:

1.   
SUNIL PANDEY  
1167, Sector-21  
Gurgaon-122016, Haryana


2.   
GUNJAN ARYA  
59B, Merchand Building,  
New Delhi


FIRST PART

SECOND PART

3. THE COMMON SEAL OF M/s PEE TEE PROPERTY MANAGEMENT SERVICES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his signature hereto in the presence of:


  
THIRD PART


1.  SANDEEP DATTA  
B-14/141, Himgiri Apts, Sector 34  
Noida UP-201301

2.  SUNIL PANDEY  
1167, Sector-21  
Gurgaon-122006, Haryana

4. THE COMMON SEAL OF M/s COMFORT BUILDCON PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri A.P.Garg, Director of the Company who has subscribed his signature hereto in the presence of:


  
FOURTH PART


1.  GAURAV MAHESHWARI  
HOUSE NO-996, Sector-9  
Faridabad, Haryana-121006

2.  SANDEEP DATTA  
B-14/141, Himgiri Apts, Sector 34  
Noida UP-201301


5. THE COMMON SEAL OF M/s SUNLIGHT PROMOTERS PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri Manik Khanna, Director of the Company who has subscribed his signature hereto in the presence of:


  
FIFTH PART


1.  GUNTON ARVA  
515, Merchand Building New Delhi.

2.  SUNIL PANDEY  
1167, Sector-21  
Gurgaon-122006, Haryana

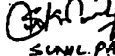
6. THE COMMON SEAL OF M/s PROMPT REAL ESTATE PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri Y.N.Sharma, Director of the Company who has subscribed his signature hereto in the presence of:

  
SIXTH PART


1.  SANDEEP DATTA  
B-14/141, Himgiri Apts, Sector 34  
Noida UP-201301

2.  GAURAV MAHESHWARI  
HOUSE NO-996, Sector-9  
Faridabad, Haryana-121006

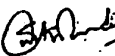
7. THE COMMON SEAL OF M/s HIGHVALUE BUILDERS PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri S.K.Gupta, Director of the Company who has subscribed his signature hereto in the presence of:


1.   
SUNIL PANDEY  
1167, Sector-21,  
Gurgaon-122016, Haryana.


  
SEVENTH PART

2.   
GAURAV MAHESHWARI  
House No-406, Sector-9  
Faridabad, Haryana-121006

8. THE COMMON SEAL OF M/s DLF UNIVERSAL LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri T.C.Goyal, Managing Director of the Company and Shri Hari Haran, Secretary of the Company who have subscribed their respective signatures hereto in the presence of:

1.   
SUNIL PANDEY  
1167, Sector-21,  
Gurgaon-122016, Haryana.


  
EIGHTH PART  
Ramesh Sanka  
Authorised Signatory

2.   
GUNJAN ARORA  
57B, Meharchand Building  
New Delhi.

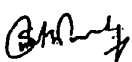
  
Company Secretary

  
Managing Director

9. THE COMMON SEAL OF M/s DLF HOUSING AND CONSTRUCTION LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 6.1.2006 in the presence of Shri Adesh Gupta, Director of the Company who has subscribed his signatures hereto in the presence of:


1.   
SANDEEP DATTA  
B-14/141, Himgiri Apts, Sector 34  
Noida UP 201301


  
NINTH PART

2.   
SUNIL PANDEY  
1167, Sector-21,  
Gurgaon-122016, Haryana.

10. THE COMMON SEAL OF M/s DLF RETAIL DEVELOPERS LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 5.1.2006 in the presence of Shri Ramesh Sanka, Director of the Company who has subscribed his signatures hereto in the presence of:

  
TENTH PART

C.D. 1.   
GUNJAN ARORA  
31B, Mahatma Building  
New Delhi

S.D. 2.   
SANDEEP DATTA  
B-14/141, Himmat Ngr  
Sector 34, Noida 201301

\*\*\*\*\*

5000Rs.



89062630

BVK6584962

E22780534125 L No P805200334413 LMP8052001256337  
PARTNERSHIP DEED 2002

5/  
17/8/04

5867  
2  
1

This Deed of Partnership made at New Delhi the 25<sup>th</sup> day of May, Two thousand four between:

1. **M/s Silver Oaks Property Management Services Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon - 122 002 (Haryana) of the FIRST PART;
2. **M/s Cee Pee Maintenance Services Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon - 122 002 (Haryana) of the SECOND PART;
3. **M/s Pee Tee Property Management Services Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon - 122 002 (Haryana) of the THIRD PART;
4. **M/s Comfort Buldcon Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the FOURTH PART;
5. **M/s Sunlight Promoters Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the FIFTH PART;
6. **M/s Prompt Real Estate Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi - 110 055 of the SIXTH PART; and

*[Handwritten signatures and initials]*

For DLF Cyber City Developers Ltd.

*[Handwritten signature]*  
Authorised Signatory/ies

7. **M/s Highvalue Builders Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at 1-E, Jhandewalan Extension, New Delhi – 110 055 of the SEVENTH PART;
8. **M/s DLF Universal Limited**, a Public Limited Company, incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, 3<sup>rd</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon in the state of Haryana of the EIGHTH PART;
9. **M/s DLF Housing and Construction Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, 3<sup>rd</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon in the state of Haryana of the NINETH PART; and
10. **M/s Jai Yatayat Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, 3<sup>rd</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon in the state of Haryana of the TENTH PART,

and hereinafter referred to as the parties of the first to tenth parts respectively (which expression shall unless repugnant to the meaning or context thereof include their respective successors and assigns).

WHEREAS the business in partnership is being carried on under the name and style of DLF CYBER CITY since 7<sup>th</sup> day of January, 2004 the terms whereof were recorded in the Memorandum of Partnership executed on the 27<sup>th</sup> day of January, 2004; AND

WHEREAS the parties of the fourth to seventh parts namely M/s Comfort Buildcon Private Limited, M/s Sunlight Promoters Private Limited, M/s Prompt Real Estate Private Limited and M/s Highvalue Builders Private Limited have agreed to become and be partners in the firm alongwith the other parties hereto in respect of the said business; AND

WHEREAS the parties hereto have agreed to continue to carry on the said business in partnership as hitherto before; AND

WHEREAS the parties hereto are desirous of recording the terms and conditions on which they have agreed to continue to carry on the said business in partnership.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS UNDER :-**

1. That in supersession of the terms contained in the earlier partnership deeds the terms recorded in this deed shall govern the relationship between the parties hereto in future.
2. That the parties hereto have agreed to continue to carry on the business of setting up the Cyber City Colony in accordance with the terms and conditions of the various licences already granted and to be granted by Director, Town and Country Planning and all incidental activities or allied businesses and any other business or businesses as may be mutually agreed upon from time to time.

DLF CYBER CITY

3. That the business of partnership shall continue to be carried on under the name and style of DLF CYBER CITY or any other name or names as may be mutually agreed upon from time to time.
4. That the Head Office of the firm will be located at 1-E, Jhandewalan Extension, New Delhi - 110 055. The partners may by mutual consent shift the Head Office to any other place as and when considered necessary.
5. That the parties of the fourth to seventh parts namely M/s Comfort Buildcon Private Limited, M/s Sunlight Promoters Private Limited, M/s Prompt Real Estate Private Limited and M/s Highvalue Builders Private Limited have agreed to become and be partners in the firm alongwith the other parties hereto in respect of the said business.
6. That it was agreed that amounts required for the business of the partnership will be contributed by the parties hereto as may be mutually agreed upon from time to time.
7. That regular books of account shall be maintained in respect of the business of the partnership and on a day to be mutually agreed upon, the account books shall be closed annually and a statement of all the assets and liabilities and the profit and loss account shall be prepared and signed on behalf of each partner. The parties hereto shall be entitled to receive the net profit or bear the net loss (including profit or loss of capital nature) with effect from the 1<sup>st</sup> day of April, 2004 in the following proportion :-
 

i.	M/s Silver Oaks Property Management Services Limited	13%
ii.	M/s Cee Pee Maintenance Services Limited	12%
iii.	M/s Pee Tee Property Management Services Limited	12%
iv.	M/s Comfort Buildcon Private Limited	12%
v.	M/s Sunlight Promoters Private Limited	12%
vi.	M/s Prompt Real Estate Private Limited	12%
vii.	M/s Highvalue Builders Private Limited	12%
viii.	M/s DLF Universal Limited	5%
ix.	M/s DLF Housing and Construction Limited	5%
x.	M/s Jai Yatayat Limited	5%
TOTAL		100%
		=====
8. That the retirement, insolvency or liquidation of any of the parties hereto shall not lead to the dissolution of the partnership as between the surviving or continuing parties.
9. That the partnership firm may be dissolved at any time with the consent of all of the partners for the time being.
10. That unless agreed otherwise on the retirement, insolvency or liquidation of any of the partners the retiring partner or the legal representative, as the case may be, shall be entitled to receive only the amount standing

*[Signature]*

*[Signature]*  
Arun

*[Signature]*  
Ajay

*[Signature]*  
Ajay

*[Signature]*

*[Signature]*  
Jai Prakash

*[Signature]*



credited to the account of such partner as on the day of retirement, insolvency or liquidation, as the case may be, as increased by the profit accrued until such day or decreased by the loss suffered till such day as the case may be and nothing more. It is further, agreed that for the purpose of this Clause the accounts may be closed only on the usual closing day and profit or loss may be worked out for the entire year and allocated proportionately on time basis to the period ending on the day of retirement, insolvency or liquidation as the case may be.

11. Each partner shall :-

(a) be just and faithful to the other partners in all transactions relating to the partnership business and at all times give to the others a true account of all such dealings;

(b) diligently and faithfully employ itself to bring about the proper performance of the partnership work, provided that each partner shall be free to undertake any business individually or in partnership with others;

(c) punctually pay and discharge its separate debts and engagements and indemnify the other partners and the partnership assets against the same and all proceedings, costs, claims or demands in respect thereof;

(d) observe all laws and regulations governing the conduct of the business of the partnership.

12. No partner shall without the consent of the others :-

(a) except in the ordinary course of business and for the benefit of the partnership, pledge the credit of the partnership or incur any liability or lend any money on behalf of the partnership;

(b) lend money or give credit on behalf of the partnership to or have any dealings with any person, company or firm with whom the other partners or partner shall have previously requested it not to deal and any loss incurred through any breach of this provisions shall be made good to the partnership by the partner committing the breach;

(c) give any guarantee on behalf of the partnership;

(d) enter into any bond or become bail or surety for any person or knowingly cause or permit or suffer to be done anything whereby the property of the partnership may be taken in execution or otherwise endangered;

(e) compromise or compound or (except upon payment in full) release or discharge any debt due to the partnership;

(f) at any time make any admission of liability in respect of any claim alleging breach of duty or negligence by the partnership;

(g) dispose of by mortgage, pledge, sale or otherwise any part of the partnership property.

*[Signature]*

*[Signature]* Goela  
Atman

*[Signature]* Gupta

*[Signature]* Goela

*[Signature]*

*[Signature]*

*[Signature]* Jani prano

*[Signature]*

13. That the Bank Account shall be operated with such Bank or Banks and shall be operated upon by such partner or partners or person or persons as may be mutually agreed upon.
14. That all other matters for which no provision has been made in these presents shall be decided by mutual consent of the partners.
15. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or replacement thereof.

*[Signatures of parties]*

IN WITNESS WHEREOF the common seals of the parties of the first to tenth parts have been affixed hereunto the day hereinabove mentioned, at New Delhi.

1. THE COMMON SEAL OF M/s SILVER OAKS PROPERTY MANAGEMENT SERVICES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 18.5.2004 in the presence of Shri S.K.Gupta, Director of the Company who has subscribed his signature hereto in the presence of:

1. *[Signature]*  
(Raj Arora)  
156, Anand Nagar  
New Delhi - 110029

2. *[Signature]*  
K. Srinivas  
G/4282 Ryan Pura  
Kirti Nagar, New Delhi-110025

*[Signature]*  
FIRST PART

2. THE COMMON SEAL OF M/s CEE PEE MAINTENANCE SERVICES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 19.5.2004 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his signature hereto in the presence of:



1. *[Signature]*  
(Raj Arora)  
156, Anand Nagar  
New Delhi - 110029

2. *[Signature]*  
K. Srinivas  
G/4282 Ryan Pura  
Kirti Nagar  
New Delhi-110025

*[Signature]*  
SECOND PART



3. THE COMMON SEAL OF M/s PEE TEE PROPERTY MANAGEMENT SERVICES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 20.5.2004 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his signature hereto in the presence of:

  
THIRD PART

1.   
(RAJ ARORA)  
156, Agni Nagar,  
New Delhi - 110029
2.   
SANDEEP DATTA  
B-14/141, Himaji Apt,  
Sector 34, Noida, UP - 201301



4. THE COMMON SEAL OF M/s COMFORT BUILDCON PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 19.5.2004 in the presence of Shri A.P.Garg, Director of the Company who has subscribed his signature hereto in the presence of:

  
FOURTH PART

1.   
(RAJ ARORA)  
156, Agni Nagar,  
New Delhi - 110029
2.   
K. SRIKANTH G/4286 Regal Park  
Karol Bagh, New Delhi - 5



5. THE COMMON SEAL OF M/s SUNLIGHT PROMOTERS PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 19.5.2004 in the presence of Shri Manik Khanna, Director of the Company who has subscribed his signature hereto in the presence of:

  
FIFTH PART


1.   
(RAJ ARORA)  
156, Agni Nagar,  
New Delhi
2.   
SANDEEP DATTA  
B-14/141, Himaji Apt, Sector 34  
Noida, UP - 201301

6. THE COMMON SEAL OF M/s PROMPT REAL ESTATE PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 19.5.2004 in the presence of Shri Gopal Ram Dev, Director of the Company who has subscribed his signature hereto in the presence of:

  
SIXTH PART


1.   
(RAJ ARORA)  
156, Agni Nagar,  
New Delhi - 110029
2.   
K. SRIKANTH  
G/4286 Regal Park  
Karol Bagh, New Delhi - 5

7. THE COMMON SEAL OF M/s HIGHVALUE BUILDERS PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 22.5.2004 in the presence of Shri S.K.Gupta, Director of the Company who has subscribed his signature hereto in the presence of:

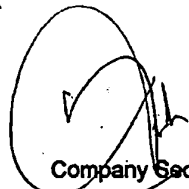

1. (RAY ARORA)  
156, Arjun Nagar,  
New Delhi - 110029
2.  SANDEEP DATTA  
B-14/14, Himgiri Apts  
Sector 34, Noida UP - 201301

  
SEVENTH PART


8. THE COMMON SEAL OF M/s DLF UNIVERSAL LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 19.5.2004 in the presence of Shri T.C.Goyal, Managing Director of the Company and Shri Hari Haran, Secretary of the Company who have subscribed their respective signatures hereto in the presence of:

1. (RAY ARORA)  
156, Arjun Nagar,  
New Delhi - 110029
2.  SANDEEP DATTA  
B-14/14, Himgiri Apts  
Sector 34, Noida  
UP - 201301

  
EIGHTH PART  
S.K.Gupta  
Authorised Signatory

 Company Secretary  
 Managing Director

9. THE COMMON SEAL OF M/s DLF HOUSING AND CONSTRUCTION LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 17.5.2004 in the presence of Shri Adesh Gupta, Director of the Company who has subscribed his signatures hereto in the presence of:

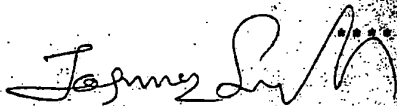
1. (RAY ARORA)  
156, Arjun Nagar,  
New Delhi - 110029
2.  K. SRIDATTAR  
G1/4206 Regal Inn  
Kand Nagar, New Delhi

  
NINTH PART

110. THE COMMON SEAL OF M/s JAI YATAYAT LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 14.5.2004 in the presence of Shri Gopal Ram Day, Director of the Company who has subscribed his signatures hereto in the presence of:

1. ~~CRANAR~~  
156 Arjun Nagar,  
New Delhi - 110028
2. ~~SI~~ ~~SANDEEP DATTA~~  
8/11/14, Hingna Apts  
Sector 34, Noida  
UP - 201501


  
TENTH PART



JASMER SINGH S/O SH. PARTHA SINGH  
No. C-66, 1st Floor, 1st Floor, 1st Floor  
PAN NO. AAJPC-7802B

DL No. P03082003376611

Date of Validity - 22/8/2008

  
R. K. TYAGI  
ADVOCATE  
D/872/108



# MEMORANDUM OF PARTNERSHIP

This Memorandum of Partnership made at New Delhi the 27<sup>th</sup> day of January, Two thousand four between:

1. **M/s DLF Universal Limited**, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, 3<sup>rd</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon-122 002 (Haryana) of the FIRST PART;
2. **M/s DLF Housing and Construction Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, 3<sup>rd</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon-122 002 (Haryana) of the SECOND PART;
3. **M/s Jai Yatayat Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, 3<sup>rd</sup> Floor, Arjun Marg, Phase-I, DLF City, Distt.: Gurgaon-122 002 (Haryana) of the THIRD PART;
4. **M/s Silver Oaks Property Management Services Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon-122 002 (Haryana) of the FOURTH PART;
5. **M/s Cee Pee Maintenance Services Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon-122 002 (Haryana) of the FIFTH PART;
6. **M/s Pee Tee Property Management Services Private Limited**, also a Company incorporated under the Companies Act, 1956 and having its registered office at the Shopping Mall, Phase-I, DLF City, Distt.: Gurgaon-122 002 (Haryana) of the SIXTH PART;

and hereinafter referred to as the parties of the first to sixth parts respectively (which expression shall unless repugnant to the meaning or context thereof include their respective successors and assigns).

*[Signatures of the six parties]*

For DLF Cyber City Developers Ltd.

*[Signature]*  
Authorised Signatory/Ties

WHEREAS the party of the first part has been carrying on the business of developing and dealing in real estate and is engaged in the development of a Colony called 'DLF City' (earlier known as 'DLF Qutab Enclave') in Distt.: Gurgaon in the State of Haryana on the basis of various licences obtained from The Director, Town and Country Planning, Chandigarh, Haryana (hereinafter referred to as 'DTCP') from time to time; AND

WHEREAS the party of the first part was in the process of developing a colony infrastructure (hereinafter referred to as 'the Cyber City Colony') on the basis of various licences obtained from DTCP from time to time; AND

WHEREAS substantial area of land was required for the aforesaid purpose; AND

WHEREAS the party of the first part owned an area admeasuring about 15.36 acres itself and it was further entitled to purchase an area admeasuring about 73.30 acres from the party of the second part by virtue of various agreements entered into with the party of the second part or its predecessor companies which amalgamated into it; AND

WHEREAS the party of the first part was also in the process of constructing buildings on the aforesaid land and had already incurred an expenditure of Rupees Thirty-two crores eighty-five lacs twenty-seven thousand two hundred thirteen only (Rs.32,85,27,213/-) till 6<sup>th</sup> day of January, 2004 and it was agreed that further expenditure to be incurred for the completion of the said buildings and provision of equipment and machinery shall be incurred by this partnership firm and in the event any further amounts paid by the party of the first part in respect of pending bills the same shall be credited to its account in the account books of this partnership firm from time to time; AND

WHEREAS the party of the first part had also entered into an agreement to purchase dated 15<sup>th</sup> day of February, 2001 in respect of land (alongwith the building constructed thereon and fixtures and fittings) admeasuring nearly 12 acres from M/s GE Plastics India Limited and M/s Indian Petrochemicals Corporation Limited which it had not yet got conveyed to itself; AND

WHEREAS the part of the required land belonged to the party of the third part which admeasured about to 6,150 Sq.mtrs. comprising of ten Plots (alongwith residential houses constructed on three Plots) which it had already acquired and got conveyed in its favour; AND

WHEREAS it was further agreed that the entire expenditure (including stamp duty and registration charges) to be incurred in connection with the conveyance of the pieces of land in respect of which conveyance is still to be obtained shall be incurred and borne by the partnership firm; AND

WHEREAS the Cyber City Colony had to be developed as an Integrated Colony; AND

WHEREAS it became difficult to integrate the land required for the purpose of the Cyber City Colony so long as it continued to belong separately to the aforesaid parties; AND

WHEREAS consequently it became necessary to consolidate all the pieces and parcels of land required for the development and construction of the Cyber City Colony; AND

WHEREAS it was agreed that the parties of the first to third parts bring all their rights of ownership and the rights to purchase the aforesaid pieces and parcels of land into the common stock of a partnership firm; AND

*[Signatures]*  
Sd/- *[Signature]* 2. *[Signature]* *[Signature]* *[Signature]*  
Sd/- *[Signature]* *[Signature]* *[Signature]* *[Signature]*

WHEREAS accordingly the parties of the first to third parts brought all the aforesaid pieces and parcels of land and the rights to purchase them (alongwith the buildings constructed or being constructed thereon including furniture, fixtures and equipments installed or provided therein) as more fully described in the Schedule written hereunder into the common stock of partnership and accordingly they cease to be the property of the parties of the first to third parts and became the absolute property of this partnership firm on the 7<sup>th</sup> day of January, 2004; AND

WHEREAS an amount of Rupees One hundred seventy-four crores thirty-three lacs sixty-eight thousand two hundred fifty-seven only (Rs.174,33,68,257/-) full details whereof are given hereunder was credited to the accounts of the parties of the first to third parts in the account books of the partnership firm on the 7<sup>th</sup> day of January, 2004 on account of their having brought their respective ownership and the right to acquire ownership in the aforesaid pieces and parcels of land (alongwith the buildings constructed or being constructed thereon including furniture, fixtures and equipments installed or provided therein); AND

WHEREAS the parties of the fourth to sixth parts also agreed to become and be partners with the parties of the first to third parts in respect of the aforesaid business on the 7<sup>th</sup> day of January, 2004; AND

WHEREAS it was agreed that the funds required for the running of the business of the partnership firm shall be provided by the parties hereto as may be mutually agreed from time to time; AND

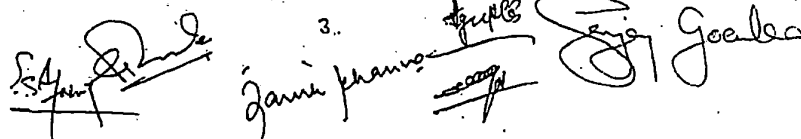
WHEREAS the Board of Directors of the parties of the first to sixth parts had approved the proposal for their respective companies entering into the partnership at their respective meetings; AND

WHEREAS the business of the partnership actually commenced with effect from the 7<sup>th</sup> day of January, 2004; AND

WHEREAS the parties hereto are now desirous of recording the terms and conditions on which they agreed to enter into partnership to carry on the business of developing the Cyber City Colony in accordance with the terms and conditions of the various licences already granted and to be granted by DTCP.

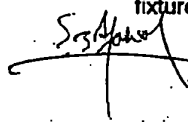
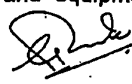
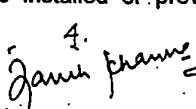
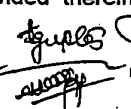
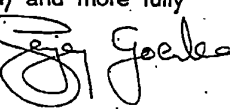
**NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY RECORDED AND CONFIRMED AS UNDER :-**

1. That the parties hereto entered into partnership on the 7<sup>th</sup> day of January, 2004 to carry on the business of setting up the Cyber City Colony in accordance with the terms and conditions of the various licences already granted and to be granted by DTCP and all incidental activities or allied businesses and any other business or businesses as may be mutually agreed upon from time to time.
2. That the business of partnership is being and shall continue to be carried on under the name and style of DLF CYBER CITY or any other name or names as may be mutually agreed upon from time to time.
3. That the Head Office of the firm will be situate at DLF Centre, Sansad Marg, New Delhi-110 001. The partners may by mutual consent shift the Head Office to any other place as and when considered necessary.
4. That the partnership firm shall continue to fulfil all the obligations undertaken by the parties of the first to third parts in connection with development of the Cyber City Colony.

3.  




5. That the party of the first part brought its ownership in land admeasuring about 15.36 acres into the common stock of the partnership as aforesaid and the same become the absolute property of the partnership firm with effect from the on the 7<sup>th</sup> day of January, 2004 and an amount of Rs.21,87,64,210/- was credited to the account of the party of the first part in the account books of partnership firm on account of its having done so.
6. That the party of the first part also brought its right to purchase and the party of the second part brought its ownership in land admeasuring about 73.30 acres into the common stock of the partnership as aforesaid and the same become the absolute property of the partnership firm with effect from the on the 7<sup>th</sup> day of January, 2004 and an amount of Rs.16,61,75,915/- was credited to the account of the party of the second part in the account books of partnership firm on that account.
7. That the party of the first part was also credited in the account books of the partnership firm on the 7<sup>th</sup> day of January, 2004 for an amount of Rs.45,25,75,789/- spent by it towards development of land and payment of External Development and Other Charges to the Government of Haryana.
8. That an amount of Rs.32,85,27,213/- was also credited to the account of the party of the first part in the account books of the partnership firm on the 7<sup>th</sup> day of January, 2004 which represented the amount already spent by it on construction of various buildings and equipment installed or provided therein which represents only the amount spent upto the 6<sup>th</sup> day of January, 2004 and it was agreed that further expenditure in respect of the completion of the buildings and provision for equipment and machinery shall be incurred by this partnership firm and in the event of any further amounts paid by the party of the first part in respect of the pending bills or otherwise the same shall also be credited to its account in the account books of this partnership firm from time to time.
9. That the party of the first part also brought its right to purchase land admeasuring nearly 12 acres (alongwith the building constructed thereon and fixtures and fittings) from M/s GE Plastics India Limited and M/s Indian Petrochemicals Corporation Limited which it had not yet got conveyanced to itself into the common stock of the partnership as aforesaid and the same also become the property of the partnership firm with effect from the 7<sup>th</sup> day of January, 2004 and an amount of Rs.48,50,00,000/- was credited to the account of the party of the first part in the account books of partnership firm on account of its having done so.
10. That the party of the third part brought its ownership in land being ten Plots admeasuring about 6,150 Sq.mtrs. (alongwith residential houses constructed on three Plots) into the common stock of the partnership as aforesaid and the same also become the property of the partnership firm with effect from the 7<sup>th</sup> day of January, 2004 and an amount of Rs.9,23,25,130/- was credited to the account of the party of the third part in the account books of the partnership firm on account of its having done so.
11. That it was further agreed that the entire expenditure (including stamp duty and registration charges) to be incurred in connection with the conveyance of the pieces of land in respect of which conveyance is still to be obtained shall be incurred and borne by the partnership firm.
12. That it is hereby clarified that on account of the parties of the first to third parties having brought their respective ownership and the right to acquire ownership in various pieces and parcels of land as aforesaid (alongwith the buildings constructed or being constructed thereon including furniture, fixtures and equipments installed or provided therein) and more fully

4.     

described in the Schedule written hereunder into the common stock of partnership the following amounts totaling to Rupees One hundred seventy-four crores thirty-three lacs sixty-eight thousand two hundred fifty-seven (Rs.174,33,68,257/-) were credited to their accounts in the account books of partnership firm on the 7<sup>th</sup> day of January, 2004 :-

<u>Name of Party</u>	<u>Amount Credited</u>
Party of the first part namely M/s DLF Universal Limited	148,48,67,212
Party of the second part namely M/s DLF Housing & Construction Limited	16,61,75,915
Party of the third part namely M/s Jai Yatayat Limited	9,23,25,130
Total Rs. 174,33,68,257	

13. That the possession of all the aforesaid pieces and parcels of land (alongwith the buildings constructed or being constructed thereon including furniture, fixtures and equipments installed or provided therein) was handed over to the partnership firm on the 7<sup>th</sup> day of January, 2004.

14. That it was further agreed that the funds required for the running of the business of the partnership firm shall be provided by the parties hereto as may be mutually agreed upon from time to time.

15. That regular books of account shall be maintained in respect of the business of the partnership and on a day to be mutually agreed upon, the account books shall be closed annually and a statement of all the assets and liabilities and the profit and loss account shall be prepared and signed on behalf of each partner. The parties hereto shall be entitled to receive the net profit or bear the net loss (including profit or loss of capital nature) in the following proportion :-

i. M/s DLF Universal Limited	75%
ii. M/s DLF Housing and Construction Limited	5%
iii. M/s Jai Yatayat Limited	5%
iv. M/s Silver Oaks Property Management Services Pvt. Ltd.	5%
v. M/s Cee Pee Maintenance Services Private Limited	5%
vi. M/s Pee Tee Property Management Services Pvt. Ltd.	5%

TOTAL 100%  
=====

16. That all the permissions, authorities, licences etc. required for carrying on the business of the partnership firm may be obtained in the name of the partnership firm or any of its partners.

17. That the retirement, insolvency or liquidation of any of the parties hereto shall not lead to the dissolution of the partnership as between the surviving or continuing parties.

18. That the partnership firm may be dissolved at any time with the consent of majority of the partners for the time being.

19. That on the retirement, insolvency or liquidation of any of the partners the retiring partner or the legal representative, as the case may be, shall be entitled to receive only the amount standing credited to the account of such partner as on the day of retirement, insolvency or liquidation, as the case may be, as increased by the profit accrued until such day or decreased by the loss suffered till such day as the case may be and

*[Signatures]*

nothing more. It is further agreed that for the purpose of this Clause the accounts may be closed only on the usual closing day and profit or loss may be worked out for the entire year and allocated proportionately on time basis to the period ending on the day of retirement, insolvency or liquidation as the case maybe.

20. Each partner shall :-

- (a) be just and faithful to the other partners in all transactions relating to the partnership business and at all times give to the others a true account of all such dealings;
- (b) diligently and faithfully employ itself to bring about the proper performance of the partnership work, provided that each partner shall be free to undertake any business individually or in partnership with others;
- (c) punctually pay and discharge its separate debts and engagements and indemnify the other partners and the partnership assets against the same and all proceedings, costs, claims or demands in respect thereof;
- (d) observe all laws and regulations governing the conduct of the business of the partnership.

21. No partner shall without the consent of the others :-

- (a) except in the ordinary course of business and for the benefit of the partnership, pledge the credit of the partnership or incur any liability or lend any money on behalf of the partnership;
- (b) lend money or give credit on behalf of the partnership to or have any dealings with any person, company or firm with whom the other partners or partner shall have previously requested it not to deal and any loss incurred through any breach of this provisions shall be made good to the partnership by the partner committing the breach;
- (c) give any guarantee on behalf of the partnership;
- (d) enter into any bond or become bail or surety for any person or knowingly cause or permit or suffer to be done anything whereby the property of the partnership may be taken in execution or otherwise endangered;
- (e) compromise or compound or (except upon payment in full) release or discharge any debt due to the partnership;
- (f) at any time make any admission of liability in respect of any claim alleging breach of duty or negligence by the partnership;
- (g) dispose of by mortgage, pledge, sale or otherwise any part of the partnership property.

22. That Bank Accounts shall be Opened with such Bank or Banks and shall be operated upon by such partner or partners or person or persons as may be mutually agreed upon.

*[Signature]*

6.  
*[Signature]*

*[Signature]*

23. That all other matters for which no provision has been made in these presents shall be decided by mutual consent of the partners.

24. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or replacement thereof.

*[Signatures]*

**Schedule referred to above**

1. All the right, title and interest of the party of the first part into and upon the following pieces and parcel of land admeasuring about 15.36 acres :-

a. Land admeasuring about 7.09 acres covered through Licence No.7 of 2002 granted by DTCP in Form LC-V dated 12.2.2002 comprising of land measuring about 5.29 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.151/1/2 (0-13-7), 151/1/1 (0-1-13), 68 & 72 (1/84 share in 7-18-0), 110 (2-9-0), 153 min (0-18-0), 113/1 (2-0-8), 114 (2-5-0) and land measuring about 1.80 acres situated in the revenue estate of village Dundahera bearing Rect. No.72 Killa Nos. 10/1 (4-9), 2/1 (7-12), 8 (0-1), 9/1 (0-13) and 11/3 (1-13).

b. Land admeasuring about 0.22 acres situated in the revenue estate of village Nathupur bearing Khasra No.106 (1/2 share in 0-14-0) covered through Licence No.47 of 2002 granted by DTCP in Form LC-V dated 4.9.2002.

c. Land admeasuring about 4.87 acres covered through Licence No.4 of 2003 granted by DTCP in Form LC-V dated 30.4.2003 comprising of land measuring about 3.76 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.66/1/1 (0-6-2), 66/2 (0-18-7), 67 (2-18-0), 97/2/4 (0-5-2), 97/2/5 (0-6-12), 109/2/2 (1-6-0) and land measuring about 1.11 acres situated in the revenue estate of village Dundahera bearing Rect. No.72 Killa Nos.1/2/2 (3-4), 9/2/1 (1-18), 9/2/2 (1-18), 9/2/3 (1-6) and 12 (0-12).

d. Land admeasuring about 1.00 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.383 (1/3 share in 3-16), 385 (1/3 share in 0-14) and 394 (1/3 share in 0-6)) covered through Memo No.5 DP(iii)-2003/18523 issued by DTCP dated 31.12.2003.

e. Land admeasuring about 2.18 acres covered through application filed in form LC-I applying for Licence to DTCP dated 22.9.2003 comprising of land measuring about 1.69 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.66/3/1 (0-14-16), 66/3/2 (1/4 share in 0-3-14) and 115 (5/6 share in 2-6-0) and land admeasuring about 0.49 acres situated in the revenue estate of village Dundahera bearing Rect. No.72 Killa No.11/1 (3-18). 29

2. All the right, title and interest of the parties of the first and second parts into and upon the following pieces and parcel of land admeasuring about 73.30 acres :-

a. Land admeasuring about 65.73 acres covered through Licence No.8 of 2002 granted by DTCP in Form LC-V dated 12.2.2002 comprising of land measuring about 60.35 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.73 (1/18 share in 4-16-0), 89 & 90 (3/4 share in 0-17-0), 900/108/1/2 (1-0-4), 74 (2-5-0), ~~67/1~~ & 87/3 (7/24 share in 4-11-0), 166 (4-19-0), 109 min (0-15-10), 109/1 (0-10-10), 910/391 (0-

*[Signatures]*

11-0), 911/391 (0-10-0), 107/1 & 107/3 (1/2 share in 5-18-0), 409 (0-18-0), 410 (0-12-0), 412 (0-4-0), 414 (0-10-0), 411 (0-13-0), 413/1 (0-4-0), 910/391 (0-12-0), 76 min (18-9-0), 104 min (0-16-0), 105 min (0-10-0), 85 min (0-10-0), 86 min (0-6-0), 68 & 72 (83/84 share in 7-18-0), 69 (4-0-0), 70 (1-9-0), 71 (1-5-0), 73 (17/18 share in 4-16-0), 902/168 min (1-19-0), 167 (5/6 share in 0-13-0), 118 min (1-6-0), 117 min (1-6-3), 119 min (2-6-0), 63 min (3-5-10), 75 (2-4-0), 151 min (1-4-0), 87/1 & 87/3 (1/3 share in 4-11-0), 167 (1/6 share in 0-13-0), 83 min 153 min 54 min 61 min 107/1 & 107/3 (20/21 share in 5-18-0), 900/108/1 & 900/108/3 (17/20 share in 6-15-10), 112/1 (1-11-17), 98 (4-7-0), 99/3 (1-15-4) and 116 (1-15-0) and land measuring about 5.38 acres situated in the revenue estate of village Dundahera bearing Rect. No.70 Killa Nos. 14/2/1 (7-10), 15/1 (0-16), 17/1 (6-18), 17/2 (0-8), 22/1/2 (0-4), 14/1 (0-8), 18/1 (4-16), 23/2 (7-18), 13 (0-8), 22/2/2 (3-18), 15/2min (3-2), 16min (0-8), 24 (2-2) and bearing Rect. No.72 Killa Nos. 2/2 (0-8), 3min (3-16).

- b. Land admeasuring about 0.22 acres situated in the revenue estate of village Nathupur bearing Khasra No.106 (1/2 share in 0-14-0) covered through Licence No.48 of 2002 granted by DTCP in Form LC-V dated 4.9.2002.
  - c. Land admeasuring about 0.18 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.97/2/1 (0-1-18), 97/2/2 (0-1-18) and 97/2/3 (0-1-17) covered through Licence No.5 of 2003 granted by DTCP in Form LC-V dated 30.4.2003.
  - d. Land admeasuring about 5.19 acres situated in the revenue estate of village Nathupur bearing Khasra Nos.121min (0-3-4), 120 (1-5-2), 387min (1-3-0), 395min (0-2-2), 396min (0-1-19), 397min (0-5-12), 399min (0-1-15), 123min (0-4-16), 384/1min (1-14-10), 383 (2/3 share in 3-16), 385 (2/3 share in 0-14) and 394 (2/3 share in 0-6) covered through Memo No.5 DP(iii)-2003/18523 issued by DTCP dated 31.12.2003.
  - e. Land admeasuring about 1.20 acres situated in the revenue estate of village Nathupur bearing Khasra Nos. 157/1/1 (0-12-18), 157/1/3 (0-4-0), 157/3/2 (0-7-10), 158/1 (0-10-8) and 158/3 (0-3-12) covered through application filed in form LC-I applying for Licence to DTCP dated 22.9.2003.
  - f. Land admeasuring about 0.78 acres situated in the revenue estate of village Nathupur bearing Khasra No.389 (1-5-0) covered through application filed in form LC-I applying for Licence to DTCP dated 3.11.2003.
3. Right to purchase of the party of the first part in land admeasuring nearly 12. acres being Plot No.405-B in Sector 20, Udyog Vihar, Phase-III, Distt.: Gurgaon alongwith building constructed thereon and fixtures and fittings as described in Agreement to Purchase executed on 15<sup>th</sup> day of February, 2001.
  4. All the right, title and interest of the party of the third part in the following ten plots of land which totally admeasured about 6,150 Sq.mtrs. :-
    - i. Plot No.3 on Road No.R-1 measuring 810 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-
 

East	: Plot No.R-1/2
West	: Plot No.R-1/4
North	: Road
South	: Plot No.R-2/3

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ii. Plot No.6 on Road No.R-1 measuring 810 Sq.mtrs. in DLF City, Phase-III alongwith construction thereon i.e. about 379.66 Sq.ft. of constructed area situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Plot No.R-1/5  
West : Plot No.R-1/7  
North : Road  
South : Plot No.R-2/6

iii. Plot No.10 on Road No.R-1 measuring 810 Sq.mtrs. in DLF City, Phase-III alongwith construction thereon i.e. about 383 Sq.ft. of constructed area situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Plot No.R-1/9  
West : Plot No.R-1/11  
North : Road  
South : Plot No.R-2/10

iv. Plot No.11 on Road No.R-1 measuring 810 Sq.mtrs. in DLF City, Phase-III alongwith construction thereon i.e. about 383 Sq.ft. of constructed area situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Plot No.R-1/10  
West : Plot No.R-1/12  
North : Road  
South : Plot No.R-2/11

v. Plot No.12 on Road No.R-1 measuring 810 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Plot No.R-1/11  
West : Road/ Nala  
North : Road  
South : Plot No.R-2/12

vi. Plot No.17 Road R-2 measuring 420 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Plot No.R-2/18  
West : Plot No. R-2/16  
North : Road  
South : Plot No.R-3/9

vii. Plot No.21 Road R-2 measuring 420 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Plot No.R-2/22  
West : Plot No. R-2/20  
North : Road  
South : Plot No.R-3/5

viii. Plot No.3 Road R-4 measuring 420 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Road  
West : Plot No.R-5/3  
North : Plot No.R-4/2  
South : Plot No.R-4/4

ix. Plot No.5 Road R-4 measuring 420 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Road  
West : Plot No.R-5/5  
North : Plot No.R-4/4  
South : Plot No.R-4/6

x. Plot No.18 Road R-4 measuring 420 Sq.mtrs. in DLF City, Phase-III situated at Village Nathupur, Tehsil and District, Gurgaon (Haryana) bounded as under :-

East : Other's Land  
West : Road  
North : Plot No.R-4/19  
South : Plot No.R-4/17

IN WITNESS WHEREOF the common seals of the parties of the first part to sixth parts have been affixed hereunto the day and the year hereinabove mentioned, at New Delhi.

1. THE COMMON SEAL OF M/s DLF UNIVERSAL LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 20.1.2004 in the presence of Shri T.C.Goyal, Managing Director of the Company and Shri Hari Haran, Company Secretary of the Company who have subscribed their respective signatures hereto in the presence of :

1. (Raj Arora)  
156, Brijun Nagar,  
New Delhi-110028
2. T.C. Goyal  
D-4 Gali No. 2, Mandawali,  
Delhi-110

  
FIRST PART  
S.B. Agrawal  
Authorised Signatory

  
Company Secretary

  
Managing Director



2. THE COMMON SEAL OF M/s DLF HOUSING AND CONSTRUCTION LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 20.1.2004 in the presence of Shri Adesh Gupta, Director of the Company who has subscribed his signature hereto in the presence of:

1. (Raj Arora)  
156, Brijun Nagar,  
New Delhi-110028
2. T.C. Goyal  
D-4 Gali No. 2, Mandawali, 10.  
Delhi-110

  
SECOND PART



3. THE COMMON SEAL OF M/s JAI YATAYAT LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 20.1.2004 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his signature hereto in the presence of:

  
THIRD PART

1.   
Raj Arora,  
156 Arjun Nagar,  
New Delhi-110029
2.   
Sanjay K. Bhatnagar,  
D-4 Gali No. 7, Mandawali,  
Delhi-110029



4. THE COMMON SEAL OF M/s SILVER OAKS PROPERTY MANAGEMENT SERVICES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 21.1.2004 in the presence of Shri S.K. Gupta, Director of the Company who has subscribed his signature hereto in the presence of:

  
FOURTH PART


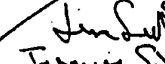

1.   
Raj Arora,  
156 Arjun Nagar,  
New Delhi-110029
2.   
Sanjay K. Bhatnagar,  
D-4 Gali No. 7, Mandawali,  
Delhi-110029



5. THE COMMON SEAL OF M/s CEE PEE MAINTENANCE SERVICES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 21.1.2004 in the presence of Shri Manik Khanna, Director of the Company who has subscribed his signature hereto in the presence of:

  
FIFTH PART

1.   
Raj Arora,  
156 Arjun Nagar,  
New Delhi-110029
2.   
Sanjay K. Bhatnagar,  
D-4 Gali No. 7, Mandawali, Delhi-110029

6. THE COMMON SEAL OF M/s PEE TEE PROPERTY MANAGEMENT SERVICES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 21.1.2004 in the presence of Shri Gopal Ram Dev, Director of the Company who has subscribed his signature hereto in the presence of:

  
SIXTH PART  
  
Jasbir Singh s/o Sh. Balwant Singh  
R/o - C-68 Indira Encl. N. Delhi  
M.L.A. - 10306200337611 dated 27/8/08  
\*\*\*\*\*  
11.  B. K. TYAGI

1.   
Raj Arora,  
156 Arjun Nagar,  
New Delhi-110029
2.   
Sanjay K. Bhatnagar,  
D-4 Gali No. 7, Mandawali,  
Delhi-110029





## RAO ASSOCIATES

(An ISO 9001:2000 Certified Company)  
(Architects, Chartered Engineers & Govt. Approved  
Valuers for Immovable & Movable Properties etc)  
C-48&49, Ganesh Nagar Complex, Pandav Nagar, Delhi-92  
(O): 011-22483586, 22483752,

**Mr PARISH RAO**

Govt. Appr. Valuer

**Cell – 9868169747,  
9891368866**

### ASSOCIATES

- 1) M.M. Mahtani  
Retired Govt. Eng.
- 2) M.K. Nandawani  
Govt. Appr. Valuer
- 3) Subhash Bishwas  
Chartered Engineer
- 4) Amit Kumar  
Architect

**Mr. M. Parish Rao, Reg. Architect, Chartered Engineer & Govt. Approved Valuer, Cat-1/443 of 2000**

### ARCHITECT CERTIFICATE

#### TO WHOM SO EVER IT MAY CONCERN

I hereby confirm that land forming part of Building 9 B is detailed in the table below.

S. No.	Village	Khasra No./Killa No.	Bigha/ Kanal	Biswa /Marla	Biswansi	Acres	License No.
1	Nathupur	113/1min	2	-	2	1.25	07 of 2002
2		114min	2	4	7	1.39	
3		116min	1	8	10	0.89	08 of 2002
4		115min	1	11	12	0.99	295 of 2005
			6	23	31	4.52	

Note: - Building No. 9A & 9B have common basement

The Aforementioned Development is super imposed and highlighted in the attachment.



For DLF Cyber City Developers Ltd.

*[Signature]*  
Authorised Signatory/ies

# DLF CYBER CITY DEVELOPERS LIMITED

(CIN - U45201HR2006PLC036074)

Regd. Office: 10th Floor, Gateway Tower, DLF City, Phase-III, Gurgaon- 122 002

---

13<sup>th</sup> January 2021

To,

HDFC Limited ("HDFC")

Capital Court, Munirka, Outer Ring Road

Olof Palme Marg, New Delhi -110067

Kind Attn: Mr. Ankur Gupta

Sub: Release of original property papers for Rs. 2000 crs LRD against Building 8 & 9B

Dear Sir,

This is in regard to our request letter dated 9<sup>th</sup> October 2020 (copy enclosed) wherein we had requested to prepay the captioned facility which was subsequently paid on 15<sup>th</sup> October 2020. We hereby request you to handover the original property papers related to Building 8 & 9b to Mr. Chandan Kumar, of Axis trustee services limited who are the appointed security Trustee of State Bank of India. A similar request have already been submitted by State Bank of India to you vide letter dated 5<sup>th</sup> January 2021.

Thanking You,

Yours Faithfully,

For DLF Cyber City Developers Limited,  
For DLF Cyber City Developers Ltd.

Authorised Signatory/ies  
Authorised Signatory/ies

Ra

# DLF CYBER CITY DEVELOPERS LIMITED

(CIN - U45201HR2006PLC036074)

Regd. Office: 10th Floor, Gateway Tower, DLF City, Phase-III, Gurgaon- 122 002

9th October 2020

HDFC Limited ("HDFC")

Capital Court, Munirka, Outer Ring Road

Olof Palme Marg, New Delhi -110067

Dear Sir,

Loan Account Number : 6580247494

IN THE NAME OF DLF Cybercity Developers Limited

This has reference to the loan of Rs. 2000,00,00,000/- (Rupees Two Thousand Crores Only) availed by against Buildings 8 & 9B situated at Cyber City Gurugram. Please confirm the total outstanding amount due and payable by us to you in the above account as on 15<sup>th</sup> October 2020

Your dues under the above loan would be repaid by the State Bank of India, Commercial Branch Ahmedabad and upon payment of which, we authorize you to deliver all the title deeds deposited with you by way of mortgage by deposit of the title deeds as specifically stated in Schedule 'A' hereunder to the authorized representative of State Bank of India, Commercial Branch - Ahmedabad.

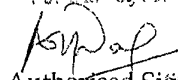
We also authorize you to disclose information with regard to the above loan to State Bank of India, as may be desired by them. A statement of the loan account may also be furnished to them.

Please note that on receipt of such payment, all charges including the mortgage created in your favor would be deemed to have been redeemed and/or discharged.

Thanking you,

Yours faithfully,

For DLF Cyber City Developers Limited

  
Authorized Signatory

Schedule - 'A'

### Schedule A

#### Building 8

##### Unique title deeds held by the HDFC

- i. Original registered Sale Deed dated 20/09/1985 executed by Mr. Ram Niwas, Mr. Bale, Mrs. Chandra, Mrs. Anuma, Mrs. Lali & Mrs. Durga in favour of M/s Paragon Real Estate & Apartments (P) Limited.

The said Deed is duly registered as Document No. 3653, in Addl. Book No.1, Volume No. 2087 in Pages 57-58 on 24/09/1985.

- ii. Original registered Sale Deed dated 20/09/1985 executed by Mr. Shri Ram in favour of M/s Paragon Real Estate & Apartments (P) Ltd.

The said Deed is duly registered as Document No. 3657, in Addl. Book No.1, Volume No. 2087 in Pages 65-66 on 24/09/1985.

- iii. Original registered Sale Deed dated 06/11/1985 executed by Mrs. Kamla, Mr. Gajraj, Mr. Rajesh, Mrs. Garnesh, Mrs. Sharbati, Mr. Kritar, Mr. Kishan Lal, Mr. Mohan Lal, Mrs. Maya, Mrs. Meva, Mrs. Chander, Mrs. Lali & Mr. Deep Chand in favour of M/s Paragon Real Estate & Apartments (P) Limited.

The said Deed is duly registered as Document No. 4892, in Addl. Book No.1, Volume No. 2125 in Pages 37-41 on 06/11/1985.

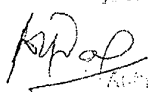
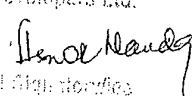
- iv. Original registered Sale Deed dated 01/08/1986 executed by Master Mahesh & Kumari Naurang - Minors through mother & natural guardian Mrs. Kamla in favour of M/s Paragon Real Estate & Apartments (P) Limited.

The said Deed is duly registered as Document No. 2510, in Addl. Book No.1, Volume No. 2242 in Pages 07-10 on 01/08/1986

#### Building 9B

S. No.	Khasra No.	Area			Title Deed in Favour of	Sale Deed	
		B	B	B		No.	Date
1	113	2	0	8	DLF Universal Limited	971	22.05.1986
2	114	2	5	0	DLF Universal Limited	971	22.05.1986
3	115	1	18	7	DLF Universal Limited	4330	04.07.2003
					DLF Universal Limited	6997	29.06.2004
4	116	1	5	0	Delhi Land & Finance Ltd.	552	26.04.1985

For DLF Cyber City Developers Ltd.

   
Authorized Signatories

**Kamal Paul**

---

**From:** RM AMT3 OB AHM <rm3.obahm@sbi.co.in>  
**Sent:** 28 January 2021 20:38  
**To:** Kamal Paul; RUPIN GOEL; NANDA, ASHOK; Prasanta Kumar; RM AMT3 OB AHM  
**Subject:** certified copy of the Jamabandi

**CAUTION : External Email - Identify SENDER before CLICKING on Links/Attachments.**

Dear sir,

Please proceed with filing of the charge. The certified copy of the Jamabandi which is countersigned by Patwari is held with us. Company will provided the copy shortly.

Please file the charge.

thanks and warm regards

Prasanta

The information in this mail is confidential and is intended solely for addressee. Access to this mail by anyone else is unauthorized. Copying or further distribution beyond the original recipient may be unlawful. Any opinion expressed in this mail is that of sender and does not necessarily reflect that of State Bank group.

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**MEMORANDUM**  
**AND**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**DLF CYBER CITY DEVELOPERS LIMITED**

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(Last amended on **10.10.2019** )

For DLF Cyber City Developers Ltd.

  
Company Secretary

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45201HR2006PLC036074

मैसर्स DLF CYBER CITY DEVELOPERS LIMITED co. with part IX category

के अंशधारकों ने दिनांक 17/10/2012 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

दिल्ली में यह प्रमाण-पत्र, आज दिनांक इकतीस अक्टूबर दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, National Capital Territory of Delhi and Haryana

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : U45201HR2006PLC036074

The share holders of M/s DLF CYBER CITY DEVELOPERS LIMITED co. with part IX category having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 17/10/2012 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Delhi this Thirty First day of October Two Thousand Twelve.

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

\*Note: The corresponding form has been approved by PREMLAL BHANJURAM MALIK, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2008.

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :  
Mailing Address as per record available in Registrar of Companies office:  
DLF CYBER CITY DEVELOPERS LIMITED co. with part IX category  
10TH FLOOR, GATEWAY TOWER II, DLF CITY, PHASE-III,  
GURGAON - 122002,  
Haryana, INDIA



For DLF Cyber City Developers Ltd.

Company Secretary

COMPANY NO. 85-36874



## Certificate for Commencement of Business

व्यापार प्रारम्भ करने का प्रमाण-पत्र

Pursuant to section 149(3) of the Companies Act, 1956

कम्पनी अधिनियम 1956 की धारा 149 (3) के अनुसरण में

I hereby certify that the **DLF CYBER CITY DEVELOPERS LIMITED CO.**  
in part IX category

में एतद् द्वारा प्रमाणित करता हूँ कि **डीएलएफ साइबर सिटी डेवलपर्स लिमिटेड**

which was incorporated under the Companies Act, 1956 on

जो कि कम्पनी अधिनियम 1956 के अन्तर्गत पंजीकृत की गई थी दिनांक **11 फरवरी 1927**  
the **2** day of **March** **2008**

and which has filed duly verified declaration in the

और जिस ने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत

prescribed form that the conditions of section

कर दिया है कि उसने धारा 1956 (2) (क) से (ग)

149 (2) (a) to (c) of the said Act. have been complied with is entitled

को सभी शर्तों को अनुपालन कर दिया है, अतः व्यापार आरम्भ करने का  
to commence business

अधिकारी है।

Given under my hand at **NEW DELHI**

मेरे हस्ताक्षर से आज दिनांक **17 फरवरी 1927**

this **4** day of **MARCH**

**TWO THOUSAND AND SIX**

को जारी किया गया।

Asst.

**कम्पनी रजिस्ट्रार**  
**Registrar of Companies**

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA

For DLF Cyber City Developers Ltd.

**Company Secretary**





प्रारूप एक

Form 1

निगमन का प्रमाण पत्र

# Certificate of Incorporation

U45201HR2006PLC36874

1927

सं० \_\_\_\_\_ 1926 \_\_\_\_\_

U45201HR2006PLC36874

No. \_\_\_\_\_ 2005 - 2006 \_\_\_\_\_

डिजिटल साइबर सिटी डेवलपर्स लिमिटेड

मैं एतद द्वारा प्रमाणित करता हूँ कि आज

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

DLF CYBER CITY DEVELOPERS LIMITED

I hereby certify that

is this day Incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

11 मार्च 1927

मेरे हस्ताक्षर से आज ता०

को दिया गया।

Given under my hand at \_\_\_\_\_ NEW DELHI \_\_\_\_\_ this \_\_\_\_\_

MARCH

AND 11

day of \_\_\_\_\_ TWO THOUSAND \_\_\_\_\_



सहस्रक  
Asst.

(विष्णु कश्यप)

कम्पनी रजिस्ट्रार  
Registrar of Companies  
रा. रा. क्षेत्र दिल्ली एवं हरियाणा  
N.C.T. OF DELHI & HARYANA

For DLF Cyber City Developers Ltd.

Company Secretary

**NATIONAL COMPANY LAW TRIBUNAL  
CHANDIGARH BENCH  
CORPORATE BHAWAN, PLOT NO. 4-B  
GROUND FLOOR, SECTOR 27-B, MADHYA MARG,  
CHANDIGARH-160019**

No.NCLT/Reg/FO/2018/...2248.....

Date. 05/10/18

**CP(CAA)No. 9/Chd/Hry/2018**

To


1. **Caraf Builders & Constructions Pvt. Ltd.,**  
having its registered office at 10th Floor,  
Gateway Tower, DLF City, Phase-III,  
Gurugram-122002, Haryana  
PAN No. AACCC8696F

... Petitioner No.1 –  
Transferor Company

2. **DLF Cyber City Developers Ltd.,**  
having its registered office at 10th Floor,  
Gateway Tower, DLF City, Phase-III,  
Gurugram-122002, Haryana  
PAN No. AACCD3572H

... Petitioner No.2 –  
Transferee Company

Please find enclosed herewith formal order as per Form No. CAA 7 of Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 containing the directions of the Hon'ble National Company Law Tribunal, Chandigarh Bench, Chandigarh for compliance.

  
(M.S.Gill)  
Desg. Registrar

FORM No. CAA.7

(Pursuant to section 232 and rule 20)  
Before the National Company Law Tribunal,  
Chandigarh Bench, Chandigarh

CP(CAA)No. 9/Chd/Hry/2018

Under Sections 230 - 232  
of the Companies Act, 2013.

In the matter of:

1. **Caraf Builders & Constructions Pvt. Ltd.,**  
having its registered office at 10th Floor,  
Gateway Tower, DLF City, Phase-III,  
Gurugram-122002, Haryana  
PAN No. AACCC8696F

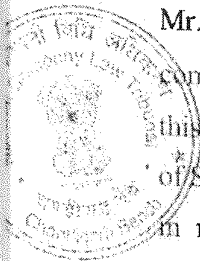
... Petitioner No.1 –  
Transferor Company

WITH

2. **DLF Cyber City Developers Ltd.,**  
having its registered office at 10th Floor,  
Gateway Tower, DLF City, Phase-III,  
Gurugram-122002, Haryana  
PAN No. AACCD3572H

... Petitioner No.2 –  
Transferee Company

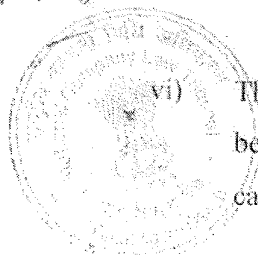
Upon the above petition coming up for hearing on 27<sup>th</sup> September, 2018 and upon reading the said petition, report submitted by the Regional Director and the Official Liquidator as well as report of Income Tax Department, compliance affidavit submitted by the Counsel for the petitioner companies and hearing learned counsel for the petitioner companies, Mr.O.P. Sharma, Official Liquidator, Chandigarh and also representing the Regional Director, Northern Region, Ministry of Corporate Affairs, New Delhi and Mr.Yogesh Putney, Advocate representing the Income Tax Department, the National Company Law Tribunal approved the 'scheme' of amalgamation with the clarification that this order should not be construed as an order in any way granting exemption from payment of Stamp Duty, Taxes or any other charges, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement which may be



specifically required under any law. The petitioner-companies in any case would be bound to comply with the provisions of FEMA and RBI guidelines. With the sanction of the Scheme the share capital of the Transferor Company shall stand automatically cancelled and extinguished and the transferor company shall stand dissolved without the process of winding up. Since the transferor-company is the wholly owned subsidiary of the transferee-company, there would be no issue and allotment of shares by the transferee-company

**THIS TRIBUNAL DO FURTHER ORDER:**

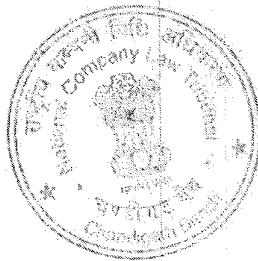
- i) That all the property, rights and powers of the Transferor Company stand transferred, without further act or deed, to the Transferee Company and accordingly, the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company but subject nevertheless to all charges now affecting the same; and
- ii) That all the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company; and
- iii) That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
- iv) The Transferor Company shall be dissolved without the process of winding up; and
- v) That all the employees of the Transferor Company shall be transferred to the Transferee Company in terms of the 'Scheme'; and
- vi) That the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital subsequent to the sanction of the 'Scheme'; and
- vii) That the Petitioner Companies do, within 30 days after the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the



Transferor Company shall be dissolved without undergoing the process of winding up. The concerned Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file relating to the Transferee Company and files relating to the said Transferor, Transferee Companies shall be consolidated accordingly, as the case may be; and

- viii) That the Transferee Company shall deposit an amount of ₹ 1,00,000/- (Rupees one lac only) in the Prime Minister's National Relief Fund and ₹ 40,000/- in favour of The Company Law Tribunal Bar Association, Chandigarh within a period of three weeks from receipt of certificate copy of this order, the payment of which shall be ensured by the Registrar of Companies prior to further steps; and
- ix) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

**Dated: 27.09.2018**  
**(By the Tribunal)**



**(M.S. Gill)**  
**Designated Registrar**  
**National Company Law Tribunal,**  
**Chandigarh Bench**

### **SCHEDULE**

**(attached as supplied by the Transferor Company)**

No. 3584  
Date of Presentation  
of application for Copy 26-9-18  
No. of Pages 67  
Copying Fee NIL  
Registration & Postage Fee NIL  
Total ₹ NIL  
Date of Receipt 5/10/18  
Date of Preparation of Copy 5/10/18  
Date of Delivery of Copy 5/10/18

**FREE OF COST COPY**

**Deputy Court Officer**  
**National Company Law Tribunal**  
**Chandigarh Bench, Chandigarh**

IN THE NATIONAL COMPANY LAW TRIBUNAL  
"CHANDIGARH BENCH, CHANDIGARH"

CP(CAA)No. 9/Chd/Hry/2018

Under Sections 230-232  
of the Companies Act, 2013

In the matter of Scheme of Amalgamation of:

**Caraf Builders & Constructions Pvt. Ltd.,**  
having its registered office at  
10th Floor, Gateway Tower,  
DLF City, Phase-III, Gurugram-122002, Haryana  
PAN No. AACCC8696F

WITH

**DLF Cyber City Developers Ltd.,**  
having its registered office at  
10th Floor, Gateway Tower,  
DLF City, Phase-III, Gurugram-122002, Haryana  
PAN No. AACCD3572H

.....Petitioner No.1 - Transferor Company

.....Petitioner No.2 -Transferee Company

Judgement delivered on: 27.09.2018

Coram: Hon'ble Mr. Justice R.F. Nagrath, Member (Judicial)  
Hon'ble Mr. Pradeep R. Sethi, Member (Technical)

For the petitioners : 1. Dr. U.K. Chaudhary, Sr. Advocate  
2. Mr. Naveen Dahiya, Advocate and  
3. Mr. Nahush Jain, Advocate

For the Regional Director : Mr. O.P. Sharma, Official Liquidator,  
and the Official Liquidator. Chandigarh.

For Income Tax : Mr. Yogesh Putney, Advocate.  
Department.



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Per: R.P.Nagrath, Member (Judicial)

Judgement

This is a joint second motion petition under Section 230-232 of the Companies Act, 2013 (for brevity, the 'Act') filed by the petitioner companies in terms of Rule 15 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (for brevity, the 'Rules') for the sanction of Scheme of Amalgamation (for brevity, the 'Scheme') of Caraf Builders & Constructions Private Limited (CBCPL), Transferor Company with DLF Cyber City Developers Limited (DCCDL), Transferee Company. The joint petition is maintainable in terms of Rule 3(2) of the Rules.

2. The First Motion Petition bearing CA (CAA) No. 26/Chd/Hry/2017 was disposed of by this Tribunal on 09.02.2018 whereby the meetings of equity and preference shareholders, secured creditors of both the companies and unsecured creditors of the transferor company were dispensed with. Further direction for calling and convening of meeting of unsecured creditors of the Transferee Company on 31.03.2018 was issued along with other directions as mentioned in the order dated 09.02.2018 passed in First Motion Application which is at Annexure A-11.

3. The Affidavit dated 13.03.2018 with regard to compliance of all the directions given in the order dated 09.02.2018 was filed in the record of CA (CAA) No. 26/Chd/Hry/2017 by Diary No. 788 dated 16.03.2018 by Mr. Aaveen Kedia, the authorized signatory of the Transferor and Transferee Companies along with newspaper publications in 'Financial Express'

CR(CAA)No. 3/Chd/Hry/2018



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(English)(Delhi NCR Edition) and 'Jansatta' (Hindi) (Delhi NCR Edition) both dated 27.02.2018 and notices sent to Statutory Authorities including Income Tax Department.

4. Report dated 31.03.2018 of the Chairperson along with the report of Scrutinizer in respect of the meetings of unsecured creditors of the Transferee Company was filed by Diary No. 1067 dated 09.04.2018. The Chairperson reported that the unsecured creditors of the Transferee Company have unanimously approved the Scheme. Thereupon the instant petition was filed for approval of the Scheme in terms of Rule 15 of the Rules.
5. The main objects, authorised and paid-up share capital and rationale of Scheme have been discussed in detail in the order disposing of the first motion petition on 09.02.2018.
6. The Scheme also takes care of the interest of employees for which a detailed reference was made in paragraph 29 of the order dated 09.02.2018. From the relevant clause of the Scheme, there seems to be no adverse impact on the service conditions of the employees of the Transferor Company. The clause relating to legal proceedings was also referred while passing the First Motion order dated 09.02.2018.
7. The certificate of S.R. Batliboi & Co. LLP, auditor of the transferee company stating therein that the accounting treatment specified in the Scheme is in compliance with the provisions of Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2013 read with the Companies (Indian Accounting Standards) Rules,



CP(CAA)No. 9/Chd/Hy/2018

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2015 and other generally accepted accounting principles, is at Annexures A-10 (page 497 of the paper book).

8. The audited accounting statement of the petitioner-companies upto 31.03.2017 and the supplementary accounting statements upto 31.12.2017 are at Annexure A-3 (colly) and A-7 (colly), respectively.

9. As per the Scheme, the appointed date has been fixed as closing hours of March 31, 2016. Further, on sanctioning the Scheme of Amalgamation, it has been provided that under Clause 8.1, Part VII of the Scheme of Amalgamation (Annexure A1) that the Transferor Company is the wholly owned subsidiary of the Transferee Company. Upon sanctioning of the Scheme, the present entire issued, subscribed and paid-up Share Capital of the Transferor Company shall stand automatically cancelled and extinguished and the Transferor Company shall stand dissolved without the process of winding up. Since, the Transferor Company is the wholly owned subsidiary of the Transferee Company, there would be no issue and allotment of Shares by the Transferee Company.

10. When the petition was listed on 04.05.2018, the following order was passed:-

"4. *The petition be listed for hearing for 03.07.2018. Notice of hearing be advertised in the same newspapers as were mentioned in the first motion petition i.e. "Financial Express" (English, Delhi/NCR Edition) and "Jansatta" (Hindi, Delhi/NCR Edition) not less than 10 days before the aforesaid date fixed for hearing.*



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5. Notice be also served upon to Objector(s) or to their representative as contemplated under sub-section (4) of Section 230 of the Act who may have made representation and who have desired to be heard in their representation along with a copy of the petition and the annexures filed therewith at least 15 days before the date fixed for hearing.
6. In addition to the above public notice, each of the Petitioner shall serve the notice of the petition on the following Authorities namely, (a) Central Government through Regional Director (Northern Region), Ministry of Corporate Affairs (b) Registrar of Companies, NCT of Delhi & Haryana, Ministry of Corporate Affairs (c) Income Tax Department within whose jurisdiction the petitioners-companies are assessed by mentioning the PAN of both the companies (d) Official Liquidator, Punjab, Chandigarh and Haryana along with copy of this petition by speed post immediately and to such other Sectoral Regulator(s) who may govern the working of the respective companies involved in the Scheme.
7. Both the petitioners shall at least 7 days before the date of hearing of the petition file an affidavit of service regarding paper publication effected as well as service of notices on the authorities specified above including the sectoral regulator as well as to objectors, if any. Objections, if any, to the scheme contemplated by the authorities to whom notice has been given on or before the date of hearing fixed herein may be filed, failing which it will be considered that there is no objection to the approval of the Scheme on the part of the authorities by this Tribunal and subject to other condition being satisfied as may be applicable under the Companies Act, 2013 and relevant rules framed thereunder.
8. The petitioner companies shall individually comply with proviso to sub-section (3) of section 232 or proviso to sub-section (7)



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*of Section 230, as may be applicable under the circumstances on or before the date fixed for hearing by filing the certificate of company's auditor. Registry shall also report before the date fixed as to whether any objection has been received to the proposed Scheme in the registry."*

11. Mr. Navin Kedia, the authorised representative of both the companies filed his affidavit dated 15.06.2018 by Diary No. 2211 dated 20.06.2018 stating the compliance of the aforesaid directions. Copies of the paper publications made in the Financial Express (English) and Jansatta (Hindi) both dated 22.05.2018 have been attached, apart from postal receipts in proof of notices to all the statutory authorities. It is stated in this affidavit that the petitioner-companies are not regulated by any other Sectoral Regulators. Further that the petitioner-companies have not received any objection to the Scheme from any stakeholders. The Certificate of Auditor of Transferee-Company about the accounting treatment in the Scheme has also been filed with this affidavit. The learned counsel for the petitioner companies also filed his own affidavit by diary No. 2211 dated 20.06.2018 stating therein that he has not received any objection from any stakeholder as counsel for the petitioner-companies. The Registry has also reported on 02.07.2018 that no objection was received from any quarter in this Tribunal to the proposed Scheme.

12. It has also been stated in the affidavit of authorized representative of petitioners that the notices were sent to the statutory authorities on 10.05.2018. When the matter was listed on 03.07.2018, the petitioners were also directed to send 'Dasti' notice of next date of hearing i.e. 14.08.2018 to



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the Income Tax Department through the Nodal Officer – Principal Chief Commissioner of Income Tax, NWR, Aaykar Bhawan, Sector 17-E, Chandigarh. In compliance of this order, an additional affidavit dated 10.07.2018 was filed by the authorised representative of the petitioner companies on 13.07.2018 by Diary No. 2488, wherein the petitioner companies filed the tracking reports along with the copies of notices issued to various statutory authorities and speed post receipts as Annexure A2 (Colly) of the additional affidavit. It was also stated in the said additional affidavit that 'Dasti' notice was served upon the Income Tax Department through the Nodal office viz. the Principal Chief Commissioner of Income Tax, NWR, Aayakar Bhawan, Sector-17-E, Chandigarh on 06.07.2018. The acknowledgement receipt is attached as Annexure A3 of the additional affidavit.

13. We have heard the learned Senior Counsel for petitioners, Mr. O.P. Sharma, Official Liquidator for himself as well as representing the Regional Director, Northern Region, Ministry of Corporate Affairs and Mr. Yogesh Putney, Advocate for the Income Tax Department, and perused the record.

14. Mr. Kamal Harjani, Registrar of Companies, NCT of Delhi and Haryana stated in his report dated 15.06.2018 that there are no proceedings pending against any of the petitioner-companies. Also no inspection has been carried out against any of the companies.

15. In his report filed by diary No. 2226 dated 27.06.2018, the Official Liquidator, Chandigarh has stated that no investigation or proceeding under the Companies Act, 2013 or under the erstwhile Companies Act, 1956

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is pending neither against the Transferor Company or the Transferee Company involved in the present Scheme of Amalgamation. It is also stated that the Transferor/Transferee Company shall apply to the Development Commissioner(s), Special Economic Zones, Ministry of Commerce for such sanctions and approvals as may be required under applicable law (including Special Economic Zones regulations) from the Board of Approvals, Ministry of Commerce for permitting change in the shareholding and Board composition of the subsidiary of the Transferor Company, prior to effecting any change in shareholding or Board composition of the subsidiary of the Transferor Company.

16. The Regional Director, Northern Region, Ministry of Corporate Affairs in his report stated that the Petitioner Companies have not made specific disclosure about certain pending cases under various tax laws. It is also stated that as on the date of the Scheme there was no foreign/non-resident interest in the transferor and transferee company. However, as on December 26, 2017, Reco Diamond Private Limited, a company organized under the laws of Singapore, having its registered office at 168 Robinson Road, #37-01, Capital Tower, Singapore 068912 has acquired 33.34% equity shares of the Transferee Company. In response to the same, the Petitioner Companies have filed reply by way of affidavit dated 10.07.2018 of Mr. Navin Kedia, authorised representative of the petitioner-companies stating that the Petitioner Companies have complied with the provisions of Section 230(2)(a) of the Act. It is stated in the said affidavit that as per para 13.2 of the Scheme and para 33(b) of the Petition, there are no investigations or proceedings under the Companies Act, 2013 or under the erstwhile Companies Act, 1956 pending

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neither against the Transferor Company nor Transferee Company. The details of the cases mentioned by the Regional Director filed by the Petitioner Companies against the tax authorities along with their updated status have also been given in the affidavit. The petitioner companies also undertook to pay the stamp duty as may be applicable, consequent upon the transfer of assets due to the amalgamation of undertaking assets.

17. The reports of the Income Tax Department in respect of both the companies were filed by Diary No. 1153 dated 14.08.2018. Copies of the same reports were again filed by Diary No. 1182 dated 20.08.2018. The learned counsel for the Income Tax Department submitted that there is no outstanding demand from these companies but it was contended that the Transferor-Company had deposited the extraordinary sum of ₹1,16,72,886/- with ICICI Bank, Connaught Place during demonetization period from 08.11.2016 to 30.12.2016 which aspect is under verification. We are, however, of the view that in the absence of any proposed action on that account or bringing on record the fact, the explanation furnished by the Transferor-Company, no adverse view of this can be taken. Even otherwise if there is any scope of taking any penal action on that account, that will always be open as the Transferee-Company can be proceeded against apart from officers of Transferor-Company despite the process of amalgamation.

18. In view of the above, there is no impediment to the Scheme of amalgamation, the Scheme (Annexure 1) is approved. While approving the Scheme as above, it is clarified that this order should not be construed as an order in any way granting exemption from payment of Stamp Duty, Taxes or



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any other charges, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law. The petitioner-companies in any case would be bound to comply with the provisions of FEMA and RBI guidelines. With the sanction of the Scheme the share capital of the Transferor Company shall stand automatically cancelled and extinguished and the transferor company shall stand dissolved without the process of winding up. Since the transferor-company is the wholly owned subsidiary of the transferee-company, there would be no issue and allotment of shares by the transferee-company.

**THIS TRIBUNAL DO FURTHER ORDER**

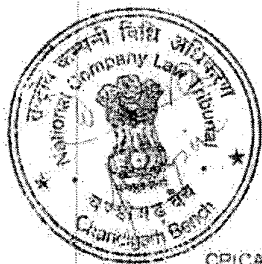
- i. That all the property, rights and powers of the Transferor Company stand transferred, without further act or deed, to the Transferee Company and accordingly, the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company but subject nevertheless to all charges now affecting the same; and
- ii. That all the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company; and
- iii. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and



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- iv. The Transferor Company shall be dissolved without the process of winding up; and
- v. That all the employees of the Transferor Company shall be transferred to the Transferee Company in terms of the 'Scheme'; and
- vi. That the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital subsequent to the sanction of the 'Scheme'; and
- vii. That the Petitioner Companies do, within 30 days after the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up. The concerned Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file relating to the Transferee Company and files relating to the said Transferor, Transferee Companies shall be consolidated accordingly, as the case may be; and
- viii. That the Transferee Company shall deposit an amount of ₹ 1,00,000/- (Rupees one lac only) in the Prime Minister's National Relief Fund and ₹ 40,000/- in favour of The Company Law Tribunal Bar Association, Chandigarh within a period of three weeks from receipt of certificate copy of this order, the payment of which shall be ensured by the Registrar of Companies prior to further steps; and



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- ix. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

As per the above directions Form No. CAA-7 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 formal orders be issued on the petitioners on filing of the Schedule of Property i.e. (i) freehold property of the Transferor-Company; and (ii) leasehold property of the Transferor-Company by way of affidavit of the Transferor Company.

sd/-

(Pradeep R. Sethi)  
Member (Technical)

*Chandigarh Bench*  
*Open Court*

sd/-

(Justice R.P. Nagrath)  
Member (Judicial)

September 27, 2018  
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*[Signature]*  
DEPUTY / AR / Court Officer  
National Company Law Tribunal  
Chandigarh Bench, Chandigarh

**SCHEME OF AMALGAMATION**

**OF**

**CARAF BUILDERS & CONSTRUCTIONS PRIVATE  
LIMITED**

**("TRANSFEROR COMPANY")**

**WITH**

**DLF CYBER CITY DEVELOPERS LIMITED**

**("TRANSFeree COMPANY")**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS**

**(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT,  
2013)**

For DLF Cyber City Developers Limited

*[Signature]*  
Authorised Signatory



For Caraf Builders & Constructions Pvt. Ltd.

*[Signature]*  
Authorised Signatory

## PREAMBLE

(A) This Scheme of Amalgamation is presented for amalgamation of Caraf Builders & Constructions Private Limited (hereinafter referred to as "the Transferor Company") with DLF Cyber City Developers Limited (hereinafter referred to as "the Transferee Company") and their respective shareholders under Sections 230 to 232 of the Companies Act, 2013 ("the Act") read with the relevant Rules of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("the Rules"), as amended from time to time and all other applicable provisions of the Act and rules, including any statutory modification(s), amendment(s) or re-enactment(s) thereof in the said Act and rules for the time being in force.

(B) CARAF BUILDERS & CONSTRUCTIONS PRIVATE LIMITED (CIN:U45201HR2006PTC066880) (PAN: AACCC8696F) (Email Id: [punjani-rp@dlf.in](mailto:punjani-rp@dlf.in)) was originally incorporated as a Private Company limited by shares under the name of Caraf Builders & Constructions Private Limited on 31<sup>st</sup> March, 2006 under the Companies Act, 1956. The name of the Company was changed to DLF Assets India Private Limited and the fresh Certificate of Incorporation consequent to change of name was issued to the Company on 30<sup>th</sup> June, 2007. The name of the Company was again changed to Caraf Builders &



For DLF Cyber City Developers Limited

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For Caraf Builders & Constructions Pvt. Ltd.

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Constructions Private Limited and a fresh Certificate of Incorporation was issued to the Company on 28<sup>th</sup> September, 2007.

The registered office of the Transferor Company was situated at 1E, Jhandewalan Extension, Naaz Cinema Complex, New Delhi - 110 055 which was later changed to 10<sup>th</sup> Floor, Gateway Tower, DLF City, Phase-III, Gurugram - 122 002, Haryana vide Order of the Regional Director, Northern Region dated 7<sup>th</sup> December, 2016.

The Transferor Company has been engaged in construction and development activities which inter-alia includes:

- (i) To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in partnership with any person(s) or body corporate or partnership firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s);
- (ii) To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots,



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buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lumpsum or easy instalments or by hire purchase system and otherwise;

- (iii) To purchase, sell and otherwise to carry on the business such as builders, contractors, architects, engineers, Estate agents, decorators and surveyors;
- (iv) To purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal; and
- (v) To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage; control and superintend within or outside the country any where in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds.



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(C) DLF CYBER CITY DEVELOPERS LIMITED

(CIN: U45201HR2006PLC036074) (PAN: AACCD3572H)

(Email Id: puniani-rr@dlf.in) was incorporated as a Public Company limited by shares in the name of DLF Cyber City Developers Limited on 2<sup>nd</sup> March, 2006 under part IX of the Companies Act, 1956, having registered office at 10<sup>th</sup> Floor, Gateway Tower, DLF City, Phase-III, Gurugram - 122 002, Haryana. The Company has been engaged in the business of development and operation of commercial real estate property assets which inter-alia includes:

- (i) To conceive, design, develop, set up and maintain an integrated techno township, cyber city, technology parks, software parks, and to carry on business of all related services and allied activities relating thereto;
- (ii) To carry on the business of cyber city, developers of modern multi-dimensional commercial complexes comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s) and providers of high-tech infrastructural facilities, telecommunication facilities including but not limited to optical fibre telephone exchanges, earth-stations, bandwidth data



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communication facilities, power, roads, water and drainage systems;

- (iii) To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income there from by letting out individual units comprised in such building(s);
- (iv) To Purchase, take on lease or hire an interest in any movable or immovable property including industrial, commercial, residential, agriculture or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots to the people for building houses, bungalows, and business premises, and to build residential houses and business premises and colonies, and rent or sell the same to the public and realize cost in lumpsum or easy instalments or by hire purchase system and otherwise.



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(v) To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside the country any where in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways, and tramways, docks, harbours, piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irritations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, Telephonic, telegraphic and power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.



(vi) To carry on, install, maintain provide in India and elsewhere either on its own or in alliance with any other person/body/body corporate incorporated in India or

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abroad either under a strategic alliance or joint venture or any other arrangement, the business of internet service and online interactive media properties, web based electronic transaction platforms and e-commerce, V-Sat, voice and data mail services and other allied activities using appropriate technologies, including mobile commerce (m-commerce).

During the last five years, the main object clause of the Memorandum of Association of the Company was altered to incorporate the following and a Certificate of Registration of the Special Resolution confirming alteration of Object clause was issued to the Company on 31<sup>st</sup> October, 2012:

- (vii) To buy, sell, import, export, collect, store, invest, trade, promote, lease, hire, manufacture, distribute, publish, organise, preserve, restore, certify, create or deal in any manner whatsoever in all kinds and varieties of arts, artistic works, designs, crafts, handicrafts, paintings, sculpture, printmaking, photography, art gallery, museums, emporia, art exhibition, art shows, art conclave, art village/building, art blogs, art fund, articles of wood, earthenware china, fireclay, caneware, hallow and solid products like bricks, tiles, terracotta, sanitary-ware, plain and art stone ware, glass colour and glazes, or any



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other products or materials, anywhere in India or elsewhere and to carry on the business of all related and allied activities; encourage, invite artists, artisan, craftsmen, painters and provide training including certification thereof.

- (D) The Transferor Company is a subsidiary company of the Transferee Company under the provisions of Section 2(87) of the Companies Act, 2013. The entire equity share capital of the Transferor Company is held by the Transferee Company and its nominees to constitute the Transferor Company as "Wholly owned subsidiary" of the Transferee Company.
- (E) The Transferor Company and the Transferee Company are not listed on any Stock Exchange.
- (F) Apart from meeting the commercial and business interests of the parties as specified herein, this Scheme, in so far as it relates to the Merger/Amalgamation, has been drawn-up to also comply with the conditions relating to "Amalgamation" as specified under the tax laws, including Sections 2(1B), 47 and all other relevant sections of the Income Tax Act, 1961, or any amendment or re-enactment thereto.



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(G) That Clause III (B)(8) of the Memorandum of Association of the Transferor Company permits and authorizes the amalgamation of the Transferor Company with Transferee Company. Similarly, Clause III (B)(9) of the Memorandum of Association of the Transferee Company permits and authorizes the amalgamation of the Transferor Company with the Transferee Company.

(H) The said Scheme pertains to amalgamation of wholly owned subsidiary into holding company. The present Scheme is being submitted before the Hon'ble Tribunal under the provisions of Sections 230-232 of the Act for approval/sanction instead of submitting the Scheme before the Central Government under Section 233 of the Act as the Companies involved in the present Scheme may not be able to meet the strict requirements of Section 233 (1) (d) of the Act.

This Scheme is broadly divided into following parts:

- Part I:** Preliminary;
- Part II:** Financial position and capital structure;
- Part III:** Promoters, Directors and Key Managerial Personnel of the Transferor Company and the Transferee Company;
- Part IV:** Rationale and benefits of the Scheme;



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- Part V:** Transfer and vesting of the business of the Transferor Company;
- Part VI:** Accounting Treatment;
- Part VII:** Share Capital, consideration and alteration of Memorandum and Articles of Association;
- Part VIII:** Effect of the Scheme on the Directors, Key Managerial Personnel, Promoters, Creditors and other Stakeholders;
- Part IX:** General terms and conditions.

## PART I

### PRELIMINARY

1. This Scheme of Amalgamation (hereinafter referred to as "the Scheme") provides for the amalgamation of the Transferor Company with the Transferee Company, in accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013 or any statutory modifications, re-enactment or amendments thereof for the time being in force ("the Act") read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, as amended from time to time and all other applicable provisions, if any, of the Act and any other applicable law for the time being in force.



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