

(8/7/15)

**SALE ~ DEED**

Stamp Duty Exempted under provisions of Madhya Pradesh IT Investment Policy, 2012, As Amended 2014 and as per State Government's Gazette notification Number F B-4-29-2014V (01) dated 02.01.2015.	<b>Total Consideration :</b> ₹ 69,38,200/- (₹ Sixty Nine Lacs Thirty Eight Thousand Two Hundred Only)
--	---

PLOT NO. A – 09, BUSINESS PARK, SILVER SPRINGS TOWNSHIP, PHASE - II A.B. Road, Bypass, Indore, Madhya Pradesh, India Situated in Municipal Area of : Village Mundla Nayta, Patwari Halka No. 13, Tehsil & District Indore
---

THIS DEED OF SALE made at Indore (MP) on this 23<sup>rd</sup> day of April, 2015:-

**BETWEEN**

**SILVER REALTIES & INFRASTRUCTURE PRIVATE LIMITED**, a Company registered under the provisions of the Companies Act, 1956, having its Registered office at 112-113, Silver Sanchora Castle 7-8, R.N.T. Marg, Indore (M.P.), through its Authorised Signatory, Shri Dhirendra Mehta S/o Sagarmal Mehta, duly authorized on behalf of the Company by Board Resolution dated 27.07.2009 and Registered Power of Attorney No. 4A/960 dated 03.03.2015, who has further authorized Shri Prakash Rimza S/o Shri Balaram Rimza by Authentication Power of Attorney for Presentation and Registration of the Sale Deeds before the office of Sub-Registrar of Documents & Assurances, Indore, vide registration No. 4A/961 dated 03.03.2015 (hereinafter referred to as the 'SELLER') which expressions unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the **FIRST PART**. (PAN - AAJCS3841D)

**AND**

M/s AnyLinuxWork Pvt. Ltd., A Company incorporated under the Companies Act, 1956 and having its registered office at 213, Trade House, South Tukoganj, Indore-452001 M.P through its Director Mr. Vivek Singhal S/o Mr. Mahesh Singhal, R/o 47 Manish Bag Colony, near Sapna Sangita Cineplex, Indore (M.P) duly Authorized on behalf of the Company by a Board Resolution dated 13.03.2015 (hereinafter called the "PURCHASER", which expression shall include their representatives, successors, administrators, executors, attorneys and assignees etc.) of the **OTHER PART**

For AnyLinuxWork Pvt. Ltd.



उदाक आधिनियम के अंतर्गत मुद्रांक शुल्क ..... मात्र ५ प्रापालपी कलेक्टर २३०७ स्टार्ट  
 नगर निगम अधिनियम के अंतर्गत मुद्रांक शुल्क ..... फिला रद्दौर  
 पंचायत अधिनियम के अंतर्गत मुद्रांक शुल्क ..... फिला इन्वेन्ट्री ७०/८-१०३ १४-१५/३३  
 उपकर अधिनियम के अंतर्गत मुद्रांक शुल्क ..... आपर फिला ३/०७/१५  
 अधिकारिक मुद्रांक शुल्क ..... डो. मिल्डव डिपा आपा /  
**आधिक स्टाम्प**  
 योग ..... मात्र ६

~~संक्षयनीयक~~  
 उप-जिला, हम्पौर - २



For Any kind of Work P.V.C. Ltd.  
 Director

श्री पिंका जी. महेश  
 के द्वारा उप जिला इन्वौर - २  
 जिला इन्वौर के उप-प्रान्तीयक की  
 कार्यालय के सार्वीर २५/४/१५  
 को म.पू. १२.५ ..... १२/१५..... रजे  
 प्रस्तुत किया गया।

~~संक्षयनीयक~~  
 उप-जिला, हम्पौर - २

128

रसीद दस्तावेज बगैरह

30

प्र० ८५९ मुकाम

दफ्तर

किस को दी गई	दस्तावेज की तफसीलवारी व कीमत या दस्तखत की तारीख या किस्म जो मुहरबन्द लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखी हुई इवारत	तादाद फीस (अगर हो तो) दाखल शुदा	रजिस्ट्रेशन के ओहदेद के छो दस्तख
1	2	3	4
	विषय नाम्बर 6938200/-	55760 8/07/16	
तारीख 25/4/15			संस्कारीयक

WHEREAS by virtue of registered sales deeds; Reg.no 3424 (JHA) Date 4/9/2006, Reg.no 3155 (JHA) Date 25/8/2006, Reg.no 3423 (JHA) Date 4/9/2006, Reg.no 3216 (JHA) Date 28/8/2006, Reg.no 3713 (JHA) Date 15/9/2006, Reg.no 3158 (JHA) Date 25/8/2006, Reg.no 3024 (JHA) Date 21/08/2006, Reg.no 3525 (JHA) Date 5/9/2006, Reg.no 3219 (JHA) Date 28/8/2006, Reg.no 3160 (JHA) Date 25/8/2006, Reg.no 3217 (JHA) Date 28/8/2006, Reg.no 3218 (JHA) Date 28/8/2006, Reg.no 3156 (JHA) Date 25/8/2006, Reg.no 3220 (JHA) Date 28/8/2006, Reg.no 3157 (JHA) Date 25/8/2006, Reg.no 4215 (JHA) Date 18/10/2006, Reg.no 3642 (JHA) Date 11/9/2006, Reg.no 3641 (JHA) Date 11/9/2006, Reg.no 3666 (JHA) Date 13/09/2006, Reg.no 3639 (JHA) Date 11/9/2006, Reg.no 2640 (JHA) Date 04/02/2008, Reg.no. 784 (JHA) Date 25/04/2008 the SELLER has acquired right, title and interest in land measuring approximately 138.219 Acres (55.979 Hect.) situated at Survey Nos. 524/3, 525/1, 525/2, 525/3, 525/6, 526, 530/2, 531/2/1, 531/3, 535, 536/2, 531/1/4, 532, 536/1, 538, 539/2, 540/1, 524/1, 525/4, 527/1, 527/2, 528/2, 528/3, 537/1, 644/1, 644/2, 528/1, 529, 530/1, 531/2/2, 537/2, 527/3, 528/4, 599/2, 642/2, 643/1, 646/2, 490/2, 492, 493/1/2, 519/1/2, 519/1/1, 494/1/2, 511/2/2, 511/2/3, 515/1/1, 515/1/2, 513/5, 513/3, 523/3, 523/5, 523/655, 511/2/4, 515/1/3, 514, 517, 518, 522/1/1, 519/1/4, 519/2, 519/3/1, 520/1/1, 520/2/3, 420/3, 419/3, 491, 418, 421/2, 495/4, 495/3 Part, 496/1/1, 496/1/2, 496/1/5, 496/2/2, 496/4/1, 496/4/2, 495/6, 495/5, 495/1, 496/1/3, 496/1/4, 496/2/3, 496/2/4, 496/4/3, 599/1, 643/2, 546/1/2, 524/2, 525/5, 494/1/1, 500/1/2, 639, 650, 542/1/6 Part, 543/1/6 Part, 545/1, 519/1/3, 511/2/1, 646/1, 531/1/1, 531/1/2, 520/2/1/1, 531/4 in Village Mundla Nayta, Tehsil & District Indore, (hereinafter referred to as the "**Said Land**"), and is in absolute ownership and possession thereof.

AND WHEREAS the SELLER is developing an Integrated Township on the said Land in Phase-wise manner comprising of both residential and commercial development.

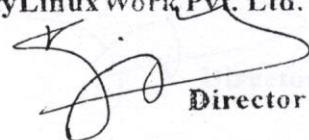
AND WHEREAS the SELLER for the purpose of developing the said Township has taken a Colonizer's license from The Sub Divisional Officer (S.D.O), Revenue vide Registration No. 17/2006 dated 17/03/2006 and dispatch No. 858/R/I/C/C/2006 dated 17/03/2006.

AND WHEREAS the SELLER has got the layout of the Said Township from Joint Director, Town and Country Planning's Office vide sanction memo no. 2312 dated 02/05/2009 and further has taken the detailed plan for business park vide sanction memo no. 6089 dated 12/10/2010. The detailed demarcation plan for Business Park is approved vide sanction memo no. 3767 dated 31/05/2011.

AND WHEREAS the SELLER for using the said land for Residential and Commercial purpose has got the Said Land diverted for residential & commercial



For AnyLinux Work Pvt. Ltd.

  
Director

~~विलेख उमा युक्ति परिवार की~~

~~परिवार की~~

(१)

~~दूजा परिवार की विवरण~~

~~परिवार की~~

(२)

~~जिन्हें में व्यापक रूप से जानता~~

~~स्वीकार देते हैं कि तथाकथित~~

~~... (२) विलेख का विवादन किया~~

~~गया है और प्रतिपादन के पूरे/आंशिक~~

~~रु. 69,38,200~~

~~(अंकों व शब्दों में) प्राप्त हो गये हैं~~

~~हाथा रु. .... (अंकों व~~

~~शब्दों में) इन्हें ऐसी उपस्थिति में~~

~~चुकाये जाने थे, की प्रतिपादन की~~

~~वाकाया रकम, इसका रु. ....~~

~~इस नहीं है ऐसे पंजीयक के बाद प्राप्ति~~

~~होती। आज तारीख~~

(१) ~~परिवार की विवरण~~

~~परिवार की विवरण~~

(२) ~~परिवार की विवरण~~

की जांच पूर्वक निष्पादक/निष्पादक

की शिनाक्त के सिफर में की गई है।

आज तारीख..... १५/५/१५

~~उप पंजीयक  
उप-प्रिली, इन्डौर-२~~

use u/s 172 of Madhya Pradesh Land Revenue Code, 1959 from The Sub-Divisional Officer (SDO), Revenue, Indore.

**AND WHEREAS** the SELLER has further obtained Development Permission from the Sub Divisional Officer (SDO) Revenue vide Permission No. 02/2007 dated 29/01/2007 and further vide Permission No. 24/2009 dated 08/07/2009 for the Township.

**AND WHEREAS** the SELLER upon receiving all permissions has started development of the Township in the name and Style of "SILVER SPRINGS" on the said land. (Hereinafter referred to as "**The Township**").

**AND WHEREAS** as per the layout sanctioned by Joint Director Town & Country Planning the SELLER has commenced development of the Commercial Area in the name & Style of "BUSINESS PARK" in the Township. The Business park consists of Commercial Plots of different sizes as per sanctioned layout, which is more particularly outlined in RED OUTLINE in the annexed LAYOUT PLAN.

**AND WHEREAS** the Seller has further made a Declaration, as contemplated Under Sec. 2 of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000, dated 11-08-2009 duly registered with the Sub-Registrar of Documents and Assurances, Indore vide Registration No. 1-A/1756 for Phase-I and First supplementary declaration dated 22/03/2012 duly registered with the Sub-Registrar of Documents and Assurances, Indore vide Registration No. 1-A/8318 for Phase-II. The Seller shall make supplementary declarations for the remaining IIIrd, IVth and Vth Phases subsequently. **The Commercial portions (Plots) other then those falling under Phase-I to Phase V shall remain excluded from the Declaration and shall be separately administered and managed.**

**AND WHEREAS** the Purchaser is an Information Technology company and has approached the SELLER for purchase of **Plot No. A – 09 for establishing new unit, having admeasuring area 420.07 Sq. Meter or 4520 Sq. Feet in the 'Business Park' in commercial area of Phase – II of the township as more particularly described in detail in Schedule – A written hereunder and depicted in Red Outline in the Plan of the Township annexed as Annexure - 1 to this deed** (hereinafter referred to as the "**SAID PLOT**") and the SELLER has agreed to sell the Said Plot to the PURCHASER for a total consideration of ₹ 69,38,200/- (₹ Sixty Nine Lacs Thirty Eight Thousand Two Hundred Only) (hereinafter referred to as the "**Sale Amount**") on the terms and conditions mentioned hereinafter.

The "SELLER" and the "PURCHASER" are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties".



For AnyLinux Work Pvt. Ltd.

  
Director

*KPS*



*Dharmendra*

For AnyLinuxWork Pvt. Ltd.

*S. J. S.*  
Director



निष्पादक/पालक/अभिकला

(१०५७) के अंगूठे

का मिलान मेरे समक्षता २५/४/१५  
को किया गया।

~~उप-जिला इन्वेस्टीगेशन~~  
उप-जिला इन्वेस्टीगेशन-२



NOW THIS DEED OF SALE WITNESSES AS UNDER :

1. In consideration of payment of the entire Sale Amount of ₹ 69,38,200/- (₹ Sixty Nine Lacs Thirty Eight Thousand Two Hundred Only) paid by the PURCHASER to the SELLER as described in detail in Schedule-B written hereunder the receipt of which the SELLER hereby acknowledge, the SELLER hereby sells, conveys, transfers and assigns unto the PURCHASER all its rights, title, interest, claims and demands in the Said Premises as described in Schedule-A and marked in Red Out Line in Floor Plan Annexure -1 to the PURCHASER to hold and enjoy the same absolutely for ever free from all encumbrances together with all privileges and easements.
2. The Purchaser will be entitled to the ownership rights of the Said Plot and shall subject to timely payment of maintenance charges be entitled to use the common areas of the Said Township harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
3. The PURCHASER will be entitled to the ownership rights of the Said Plot.
4. That the SELLER has handed over the physical and vacant possession of the Said Plot (as described in the Schedule -A) to the PURCHASER upon execution of this deed and the PURCHASER has received the same in clear and vacant condition which the Purchaser hereby acknowledges.

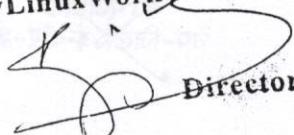
5. ACKNOWLEDGEMENT & REPRESENTATIONS BY THE SELLER :

- A. The SELLER hereby represents to the PURCHASER that the Said Plot (As described in the Schedule A) is free from all kinds of encumbrances etc. and the SELLER is fully competent to transfer the same to the PURCHASER. The SELLER hereby agrees to indemnify (ies) the PURCHASER of all losses and damages occurring to PURCHASER in the event representations and assurances are found to be false/ incorrect.
- B. The SELLER further covenant with the PURCHASER, that if the PURCHASER is deprived of the whole or any part of the Said Plot on account of any defect in the SELLERS' title, the SELLER shall indemnify and compensate the PURCHASER against the same and for the actual loss sustained by it only, however the SELLER shall not be liable for any incidental damages.
- C. The SELLER further covenant with the PURCHASER that knowingly or otherwise they have not caused or allowed any distress to be levied on the Said Plot. The SELLER further assure to the PURCHASER that they have



For AnyLinuxWork Pvt. Ltd.

Page 4

  
Director

~~Hari~~



~~Hari~~

निष्पादक/पालक/अभिकर्ता

.....112/..... के अंगठे

का मिलान मेरे समक्षात् 2514/15

को किया गया।

~~उप-प्रज्ञायक  
उप-जिला, इन्दौर-2~~

112/15 मिलान

निष्पादक/पालक/अभिकर्ता

.....112/..... के अंगठे

का मिलान मेरे समक्षात् 2514/15

को किया गया।

~~उप-प्रज्ञायक  
उप-जिला, इन्दौर-2~~



~~निष्पादक~~



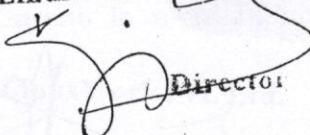
a clear, effectual, existing and marketable title to the Said Plot and absolute authority to sell the same in the manner aforesaid.

- D. The SELLER further assures that the PURCHASER shall hold and enjoy the Said Plot as an absolute owner without any hindrance from the SELLER.
- E. The SELLER also assure the PURCHASER that they have paid all the liabilities or dues or taxes on the said plot to the Gram Panchayat, Municipality or other Government statutory authorities, till the date of this conveyance. The PURCHASER hereby undertakes that the PURCHASER will pay directly or if paid by the SELLER then reimburse to the SELLER all demand, Govt. rates, house tax/ property tax, fire fighting tax, wealth tax and taxes & cesses of all and any kind by whatever name called by any statutory body or authority as assessable/ applicable on the Said Plot from the date of purchase of the Said Plot.

6. **ACKNOWLEDGEMENT OF PURCHASER:**

- A. That the PURCHASER and his legal council has inspected and verified the title document/s and the requisite permissions of Diversion u/s 172 of Madhya Pradesh Land Revenue Code, 1959 from The Sub- Divisional Officer (SDO) Revenue Indore, Lay-out sanctions from the office of Joint Director Town and Country Planning Indore, Development permission from the Sub Divisional Officer (SDO) Revenue, Prakoshtha Declaration Under Sec. 2 of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000 etc. taken by the SELLER for the development of the Township and the Said Plot being purchased by the PURCHASER and the PURCHASER is fully satisfied with the title of the SELLER and with the permissions.
- B. The PURCHASER has physically inspected the site, lay-out of the Said Township and has monitored the development work of the Business Park and the Said Plot and external development etc. and the PURCHASER finds it to be as per the assurance made by the SELLER and the PURCHASER is fully satisfied with the same.
- C. That PURCHASER knows and understands that the Business Park and the commercial portion shall remain separated from the residential portions of the Township and shall be separately administered and managed.

For AnyLink Work Pvt. Ltd.

  
Director

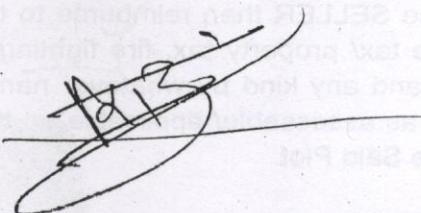


THE PURCHASER AGREES TO PAY THE SELLER THE AMOUNT OF RS. 10,000/- AS A DEPOSIT WITHIN 15 DAYS FROM THE DATE OF THIS AGREEMENT.

THE PURCHASER WILL PAY THE SELLER THE REMAINING AMOUNT OF RS. 10,000/- ON THE DATE OF CLOSURE OF THE TRANSACTION.

SELLER

THE PURCHASER AGREES TO PAY THE SELLER THE AMOUNT OF RS. 10,000/- AS A DEPOSIT WITHIN 15 DAYS FROM THE DATE OF THIS AGREEMENT.

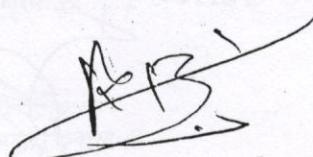


ACKNOWLEDGMENT OF RECEIPT

THE PURCHASER AND THE SELLER AGREE THAT THE PURCHASE PRICE IS RS. 10,000/- WHICH WILL BE PAID BY THE PURCHASER TO THE SELLER ON THE DATE OF CLOSURE OF THE TRANSACTION.

THE PURCHASER AGREES TO PAY THE SELLER THE AMOUNT OF RS. 10,000/- AS A DEPOSIT WITHIN 15 DAYS FROM THE DATE OF THIS AGREEMENT.



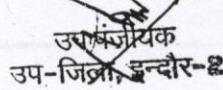




निष्पादक / पालक / अभिकर्ता

.....5/12..... के अंगठे  
का मिलान मेरे समक्षता 29/4/15

को किया गया।

  
उप-कार्यकारी  
उप-जिला इन्डॉर-१

D. The PURCHASER has been provided with all documents and has understood and satisfied himself about the rights, title and interest of the SELLER in the Said Land and the rights of the Seller to develop and market the Said Township. The PURCHASER has also been duly informed by the SELLER regarding rules and regulations, laws applicable to the Said Township, obligations and limitations of the allotment and the same has been understood by the PURCHASER and there shall not be any objection by the PURCHASER in this respect in future.

7. That the PURCHASER and SELLER hereby note that a new section 194-IA has been inserted in the Income Tax Act, 1961 and as per the provisions of this section the PURCHASER is responsible to deduct and pay an amount equal to one percent of sum paid on or after 01<sup>st</sup> June, 2013 by way of consideration or a part thereof for transfer of any immovable property, as Income Tax thereon. This new section is applicable in this transaction and the PURCHASER hereby represents and acknowledges that he has complied with this section. The PURCHASER hereby also undertakes that if any liability or dues etc will arise in this regard than he/she shall be fully responsible for the same and also indemnifies the SELLER in this regard.

8. **UNDERTAKING/S BY PURCHASER:**

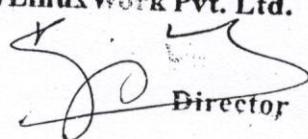
The PURCHASER hereby undertakes to:-

- A. To Raise or make any construction on the Said Plot only after receiving all due permissions and sanctions including building permission(s) and the constructions on the Said Plot shall be strictly in compliance to the sanctioned layout and building permission(s).
- B. The Purchaser shall abide by the requirements of Bhumi Vikas Niyam and all the amendments therein from time to time while making construction on the Said Plot.
- C. Not to use Ground Coverage for any proposed construction in excess of the permission granted for the same.
- D. Pay all charges payable to various departments for obtaining services and /or connections to the Said Plot such as electricity, telephone, water, sewer etc. including security deposit for sanction and release of such connection/s in addition to the price of the Said Plot.
- E. Keep and maintain the Said Plot and the proposed construction / building premises and the surrounding areas, common areas in a clean and



For AnyLinuxWork Pvt. Ltd.

Page 6

  
Director

hygienic manner and shall not do or cause to be done any act which is detrimental to the hygiene or cleanliness of the Township & its common areas; &

- F. Keep harmonious atmosphere in the Township and maintain decorum in the Township and with fellow owners and residents.
- G. Comply with the necessary formalities, that would be applicable in the case of purchaser being a resident outside India, as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made hereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, if etc. and if any liability will arise on the part of SELLER than the PURCHASER hereby undertakes to indemnify to the SELLER immediately on the occurrence of such event.
- H. That while making any construction on the Said Plot shall make adequate arrangements that the construction activity does not cause any nuisance or breach of security in the adjacent residential and commercial portions of the Township.
- I. That the Purchaser shall further take all precautions that the proposed construction activity carried on the said Plot shall not in any manner spoil or damage the infrastructure or development made in the Business Park or Township.
- J. That the Purchaser along with other plot owners of the Business Park shall form their own maintenance body / association to take care of and maintain the common areas and security of the Business Park. Till such time that the maintenance body or association is formed the Purchaser shall be required to pay monthly maintenance charges @ Rs. 1 per Sq. Feet to the Seller, which is subject to revision as will be decided by the maintenance body or association of Business Park. The maintenance body or association when formed shall decide its own maintenance amount.
- K. The PURCHASER shall get the Said Plot transferred in his name with the help of this sale deed in all the Revenue Departments / Government / Semi Government Offices etc.



For AnyLinuxWark Pvt. Ltd.

Director

**9. RESTRICTIONS ON USAGE :**

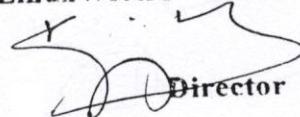
- A. That the PURCHASER shall not do or cause to be done any act or omission which in any manner restricts the use of common areas for the other owners of the Business Park in the Township.
- B. That the Said Plot being sold by the SELLER to the PURCHASER is only for being used for the commercial purpose. The PURCHASER shall not be permitted to use the Said Plot for any residential use. The PURCHASER shall liable to get approval and building permission(s) from all the Government Departments/Municipal Corporation/Panchayat etc for lay out of the proposed construction on the Said Plot and only after getting all the acceptances/approvals the PURCHASER shall construct any building/premises. The PURCHASER has agreed to indemnify the SELLER against any penal action(s), damages or loss due to misuse and for which the PURCHASER shall be solely responsible.
- C. That the PURCHASER shall not store any inflammable article or any explosive in the Said Plot and shall not permit the Said Plot or the proposed building to be used for any illegal or unlawful activity(ies). Similarly the PURCHASER shall not use any loud speakers or high voltage audio or video systems that might cause any nuisance or discomfort to the other owners and residents of the Township.
- D. That the PURCHASER shall not make any bore well or dig any well or pit in the Said Plot and shall not damage the water harvesting system, water distribution lines and water distribution system of the Township in any manner.
- E. That the PURCHASER shall not hold any religious or other function in the common areas and in no case the PURCHASER shall make or erect any structure of worship in the common areas of the Business Park of the Township or in the Township.

**10. ARBITRATION & JURISDICTION :**

- A. If any dispute arises amongst parties hereto in connection with the validity, interpretation, implementation or alleged material breach of any provision of this deed or in relation to the transaction of sale of Said Plot, the parties herein shall endeavor to settle such dispute amicably.
- B. In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute will arise, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the parties or in case of disagreement as to the appointment of the sole arbitrator to the panel of arbitrators, in which each party will nominate one arbitrator and both the arbitrators will appoint one more arbitrator. The



For AnyLinuxWork Pvt. Ltd.

  
Director

place of arbitration shall be at Indore. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.

- C. The arbitrator's award shall be substantiated in writing with reasons and the parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in any competent court of law.
- D. This deed shall be governed and construed in accordance with the laws of India.

**11. JURISDICTION:**

Subject to Arbitration as referred above, the Courts at Indore alone shall have jurisdiction in respect of all matters or dispute or differences arising under or in connection with or in relation to this agreement.

- 12. If any provision of this Sale Deed will be determined to be void or unenforceable under applicable law, such provision will be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Indenture and to the extent necessary to conform to applicable law and the remaining provisions of this indenture will remain valid and enforceable.
- 13. The SELLER will have the right to join as an affected party in any suit/complaint filed before any appropriate court by the PURCHASER if the SELLER'S rights under this Indenture are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The PURCHASER has agreed to keep the SELLER fully informed at all times in this regard.
- 14. Any reference in this Sale Deed to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Indenture and not to the particular provision in which the term is used unless the context otherwise requires.

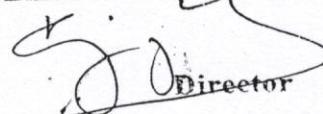
**15. EXECUTION OF SALE DEED :**

That, Purchaser is a Information Technology company and it is purchasing said Plot for establishing new IT Unit. The cost of Stamps is exempted under the provision of *Madhya Pradesh Information Technology Investment Policy 2012, as Amended 2014*. The Copy of said policy is annexed as **Annexure – 1**.

That, State Government has also issued a Gazette notification Number F. B-4-29-2014V (01) dated 02.01.2015 regarding exemption/remit Stamp Duty on documents for Information Technology



For AnyLinux Werk Pvt. Ltd.

  
Director

Companies covered under Article No. 25 – conveyance (5). Copy of said Gazette notification is annexed as **Annexure-2**.

That, a designated agency which is **Madhya Pradesh State Electronics Development Corporation Ltd.** (A Govt. of M.P. Undertaking) has issued a eligibility Certificate for exemption/remit specifically for purchase of Plot No. A-9 & A-10, Business Park, Silver Springs, A.B. Road, Indore under the said policy. The Eligibility Certificate dated 24.04.2015 is annexed as **Annexure – 3**.

That the registration charges and all other expenses of this sale deed, have been incurred by Purchaser solely. In any event the Seller shall not be required to or liable for any Stamp Duty or any other charges for the Sale.

**SCHEDULE –A**  
**DETAILS OF THE SAID PLOT; PROPERTY DESCRIPTION**

**PLOT NO. A – 09, BUSINESS PARK, SILVER SPRINGS TOWNSHIP,**

A.B. ROAD, Bypass, Indore, Madhya Pradesh, India

Situated in Municipality Area of: Village Mundla Nayta,  
Patwari Halka No. 13, Tehsil & District Indore

DIMENSIONS		Total Area	
WIDTH Sq. Meter	LENGTH Sq. Meter	Sq. Meter	Sq. Feet
20	21		420.07
			4520

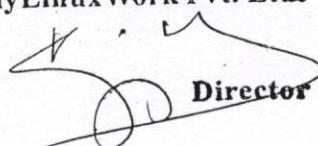
The Said plot is Bounded as under:

Towards EAST : Township Road  
Towards WEST : Plot No. A - 4  
Towards NORTH : Plot No. A - 10  
Towards SOUTH : Open Space and Township Road

Depicted in Red Outline in the Map annexed as **Annexure-1** to this Sale Deed. The Said plot is located inside the Township "Silver Springs Phase -II" and is situated on the internal road of the Township.

For AnyLinuxWork Pvt. Ltd.



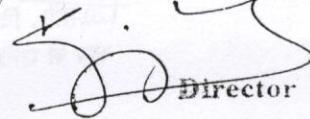
  
Director

**SCHEDULE – B**  
**DETAILS OF THE PAYMENT MADE BY PURCHASER TO SELLER**

S. No.	AMOUNT		CHEQUE/ D.D. NO.	DATED	BANK
1	₹	495000 (Net of TDS)	139130	18.12.2014	Federal Bank
2	₹	383328 (Net of TDS)	151533	25.02.2015	Federal Bank
3	₹	4807440 (Net of TDS)	479852	05.03.2015	PNBHFL
4	₹	399960 (Net of TDS)	479853	05.03.2015	PNBHFL
5	₹	633600 (Net of TDS)	151555	11.03.2015	Federal Bank
6	₹	149490 (Net of TDS)	151573	13.03.2015	Federal Bank
7	₹	69382	TDS paid to government as per section 194 – IA of Income Tax Act, 1961 through various challan		
Total	₹	69,38,200/-	<b>₹ Sixty Nine Lacs Thirty Eight Thousand Two Hundred Only</b>		



For AnyLinuxWork Pvt. Ltd.



Director

DATE	CHQ NO.	AMOUNT	B/N.
19/03/19	190319	45000	
19/03/19	190319	38358	
19/03/19	190319	1000	
		48858	

**प्रमाण-पत्र**  
**न्यायालय कलेक्टर ऑफ स्टाम्पस्**  
**जिला इन्दौर-**

उत्तरण क्र. .... ३०/३/१९-१५/३३  
 आदेश दिनांक ..... ०३/०३/२०१५

प्रश्नाधीन विलेख पर भारतीय मुद्रांक अधिनियम 1899  
 की अनुसूची 1-क के अनुच्छेद २५ के अन्तर्गत  
 स्वरूप का होकर इस पर ..... की दर से  
 मुद्रांक शुल्क देय है। पक्कार छाशा रु ..... ८२५  
 मुद्रांक शुल्क चुकाया गया है। शेष कभी मुद्रांक शुल्क  
 रु ..... ८२५ ..... एवं मुद्रांक अधिनियम की धार  
 40 (1)(ख) के अन्तर्गत शास्ति रु ..... ८२५  
 अधिरोपित करते हुए कुल रु ..... ८२५ ..... चालान क्र.  
 ६५५५ दिनांक ..... १५/३/१९ ..... से वसूल करविलेख सम्यक  
 रूप से उचित मुद्रांकित घोषित किया जाता है।

कलेक्टर ऑफ स्टाम्पस्  
 जिला इन्दौर

IN WITNESS WHEREOF the Parties hereto have got their signatures appended to this DEED at Indore on the 25/4 day of April, 2015 in presence of the following witnesses.

**SELLER**

For, Silver Realties & Infrastructure (P) Ltd

For Silver Realties and Infrastructure Pvt. Ltd

**WITNESSES:-**

*H.M. Singh*

1.

Name : Manesh Singh

Son of : Narayan Lalji

Address : 47, Manish Baug Colony  
Indore - 1

*D. Menka*  
**Authorized Signatory**

Authorised Signatory

**PURCHASER**

For, M/s AnyLinuxWork Pvt. Ltd.  
For AnyLinuxWork Pvt. Ltd.

2.

Name : Nimala Singh

Son of : w/o Manesh Singh

Address : 47, Manish Baug colony  
Indore - 1

*S. J. S.*  
**Director**

Drafted by me on the information  
& instructions of parties.

*A. M.*  
**(P.C. MALVIYA, ADVOCATE)**

**ForAnyLinuxWork Pvt. Ltd.**

*S. J. S.*  
**Director**



8 JUL 2015

माज ता.....मास.....सन् २०.....  
को पुस्तक क्र.....IAI.....  
प्राच्य .....॥३६.....के.....१३ पृष्ठ  
.....।-।३.....पर क्रमांक .....८५९ -  
देकर पंजीयन किया गया।

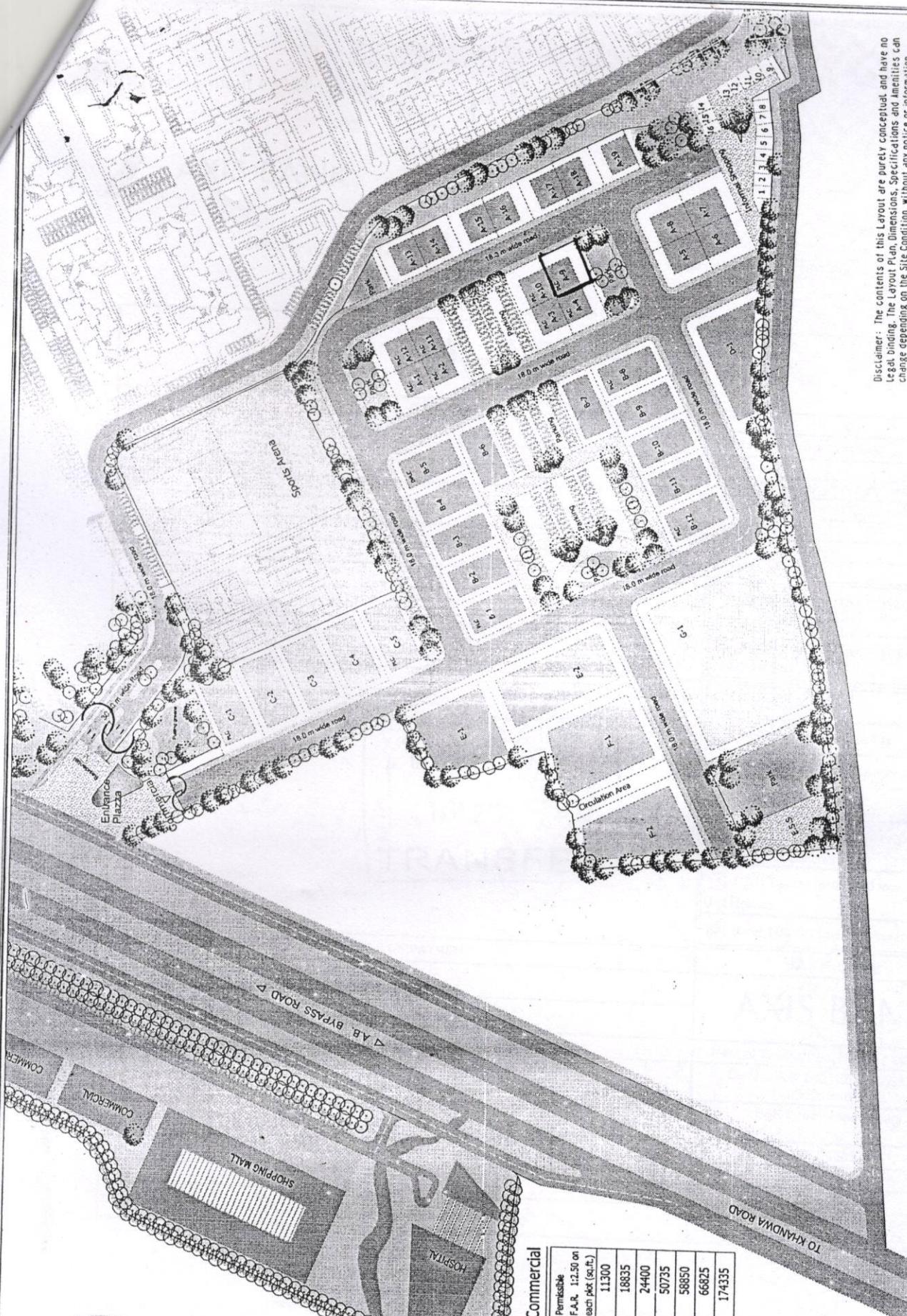
उप-प्राच्य  
उप-प्राच्य, इन्दौर-३



पुस्तक संख्या ..... ५५६०  
क्रमांक संख्या ..... १३६  
वर्षा शुल्क ..... ८५९  
भोग ..... ८५९  
  
~~सरकारी पुस्तक~~  
~~क्रमांक संख्या - १~~

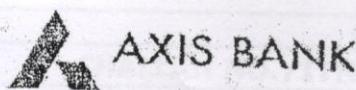
## Proposed Layout of Phase-2 Commercial Area at Silver Springs, Indore

**Disclaimer:** The contents of this Layout are purely conceptual and have no legal binding. The Layout Plan, Dimensions, Specifications and Amenities can change depending on the Site Condition without any notice or information.

**Proposed Plot Area for Phase-II Commercial**

Legend	Description	Plot Area (sq.ft.)	Permissible Ground coverage (sq.ft.)	Permissible F.A.R. 1:2.50 on each plot (sq.ft.)
1	Type 'A'	4520	2260	11300
2	Type 'B'	7535	3767	18835
3	Type 'C'	9760	4880	24400
4	Type 'D'	20295	10147	50735
5	Type 'E'	23540	11770	58850
6	Type 'F'	26730	13365	66625
7	Type 'G'	69735	34867	174335
8	Informal Shopping			
A	1-8	581		
B	9-13	517		
C	14-16	581		



CBDT-ePayment Cyber Receipt

Date : 13 Mar 2015 6:07 PM

CBDT-ePayment Approved Successfully.

CYBER RECEIPT FOR CBDT-e-TAX PAYMENT	
CHALLAN NO./ITNS 280	
Period of Account Number	Assessment Year : 2015-16
Full Name	AAACI8320C
Address	ANYLINUXWORK PRIVATE LIMITED
City	5260000,05032015,AAJCS3841D,AB6672746
State	INDORE
Pin Code	MADHYA PRADESH 452001
TAX APPLICABLE	
<input checked="" type="checkbox"/> (0020) INCOME-TAX COMPANIES (CORPORATION TAX) <input type="checkbox"/> (0021) INCOME-TAX (OTHER THAN COMPANIES)	
<input type="checkbox"/> (100) Advance Tax <input type="checkbox"/> (300) Self Assessment Tax <input type="checkbox"/> (400) Tax On Regular Assessment <input type="checkbox"/> (102) Surtax <input type="checkbox"/> (106) Tax On Distributed Profits Of Domestic Companies <input type="checkbox"/> (107) Tax On Distributed Income To Unit Holders <input checked="" type="checkbox"/> (800) TDS On Sale Of Property	
TYPE OF PAYMENT	
 13 MAR 2015	
DETAILS OF PAYMENT	
Income Tax	52600
Surcharge	0
Education Cess	0
Interest	0
Penalty	0
Others	0
Fee (Form 26QB)	0
Total	52600
Total In words	Rupees Fifty Two Thousand Six Hundred Only
BANK SEAL	
 Internet Tax Payment Ref. No : 14370630 Debit to A/C 043010200065833 on 13/03/2015 10:06:16 No. BSR Code Tender Date Challan CIN : 6360218 13032015 39573	
AXIS BANK Limited Garia Branch, Kolkata (Internet Collection Branch)	



## CYBER RECEIPT FOR CBDT e-TAX PAYMENT

## CHALLAN NO./ITNS 280

Permanent Account Number	Assessment Year : 2015-16
Full Name	AAACI8320C
City	ANYLINUXWORK PRIVATE LIMITED
State	INDORE
Pin Code	MADHYA PRADESH 452001

## TAX APPLICABLE

- (0020) INCOME-TAX COMPANIES (CORPORATEION TAX)
- (0021) INCOME-TAX (OTHER THAN COMPINES)

## TYPE OF PAYMENT

- (100) Advance Tax
- (300) Self Assessment Tax
- (400) Tax On Regular Assessment
- (102) Surtax
- (106) Tax On Distributed Prdfits Of Domestic Companies
- (107) Tax On Distributed Income To Unit Holders
- (800) TDS On Sale Of Property

## DETAILS OF PAYMENT

Income Tax	5000
Surcharge	0
Education Cess	0
Interest	0
Penalty	0
Others	0
Total	5000.000
Total in words	Rupees Five Thousand Only

## BANK SEAL

**AXIS BANK**

Internet Tax Payment Ref No : 13754390

Debit to A/C: 043010200043333 on 05/01/2015 13:52:27

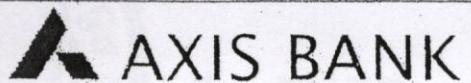
BSR Code    Tender Date    Challan No

CIN :-            6360218    05012015    33039

AXIS BANK Limited

Garia Branch, Kolkata (Internet Collection Branch)

[Print](#)



## CYBER RECEIPT FOR CBDT e-TAX PAYMENT

<b>CHALLAN NO./ITNS 280</b>		<b>Assessment Year : 2015-16</b>
Permanent Account Number		AAAC18320C
Full Name		ANYLINUXWORK PRIVATE LIMITED
City		INDORE
State		MADHYA PRADESH
Pin Code		452001
<b>TAX APPLICABLE</b>		<input checked="" type="checkbox"/> (0020) INCOME-TAX COMPANIES (CORPORATION TAX) <input type="checkbox"/> (0021) INCOME-TAX (OTHER THAN COMPANIES)
<b>TYPE OF PAYMENT</b>		<input type="checkbox"/> (100) Advance Tax <input type="checkbox"/> (300) Self Assessment Tax <input type="checkbox"/> (400) Tax On Regular Assessment <input type="checkbox"/> (102) Surtax <input type="checkbox"/> (106) Tax On Distributed Profits Of Domestic Companies <input type="checkbox"/> (107) Tax On Distributed Income To Unit Holders <input checked="" type="checkbox"/> (800) TDS On Sale Of Property
<b>DETAILS OF PAYMENT</b>		<b>BANK SEAL</b>
Income Tax	11939	<b>AXIS BANK</b>  Internet Tax Payment Ref No : 13454402 Debit to A/C: 043010200043333 on 02/12/2014 15:39:12 BSR Code      Tender Date      Challan No CIN :-      6360218      02122014      32174 AXIS BANK Limited Garia Branch, Kolkata (Internet Collection Branch)
Surcharge	0	
Education Cess	0	
Interest	0	
Penalty	0	
Others	0	
Total	11939.00	
Total, in words	Rupees Eleven Thousand Nine Hundred Thirty Nine Only	