

MENTIONING

COMPANY LAW BOARD
NEW DELHI BENCH
NEW DELHI



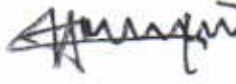

C. P. NO. 51(GUJ)2011
C.A NO.

PRESENT: B. S. V. PRAKASH KUMAR
HON'BLE MEMBER

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF NEW DELHI BENCH OF
THE COMPANY LAW BOARD ON 10.03.2016 AT 02.30 P.M

NAME OF THE COMPANY: M/s. Nitesh C. Patel & Anr. V/s. M/s. Onaex Nature Pvt. Ltd. &
Ors.

SECTION OF THE COMPANIES: 397/398

S.NO.	NAME	DESIGNATION	REPRESENTATION	SIGNATURE
1.	Shilpi Chowdhary	Adv. for Petitioner	for Petitioner	
2.	Mayur Gohil	Advocate	for R. No. 2.	
3.	HARPAISH SHAM	Advocate for Applicant	For auction purchaser	
4.	NEHAL. N. SHAM	"	"	

Order

On the application filed by Auction purchaser, the parties have entered into the consent terms as mentioned below:

1. That both the parties are willing to share the expenses in equal proportion i.e. Rs.32,40,280/- will be paid by Onaex Nature Pvt. Ltd. and the balance will be paid by Prasthan Buildcare Pvt. Ltd.



Contd/-.....



2. The applicant will pay an amount of Rs.64,80,560/- to the collector and shall deduct/adjust the amount of Rs.32,40,280/- (being the company's share) from the remaining balance of Rs.1crore.
3. The balance amount of Rs.67,59,720/- will be paid by way of Demand Draft in favour of Onaex Natura Pvt. Ltd., simultaneously at the time of execution of sale deed, which will be carried out within four weeks from obtaining the N.A/Sale permission.
4. The applicant will have no other claim with regard to the purchase of property.
5. All the papers related to the land will be handed over to the applicant.
6. The applicant is authorized to proceed with the N.A and Sale permission from the collector/other concerned authorities and shall solely be responsible for obtaining relevant sale/N.A. permission.
7. The company (Onaex Natura Pvt. Ltd.) will co-operate with the applicant in obtaining the necessary permission.

Accordingly, CA 58/2016 is hereby disposed of, in terms of settlement arrived at between the parties, which is made part of this order.


(B.S.V. PRAKASH KUMAR)
Member (Judicial)

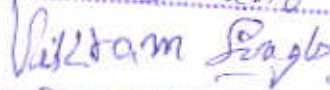


Under Regulation 29(4) of
the CLB Regulations, 1991

CERTIFIED TRUE COPY

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On 10-3-2016



विक्रम सिंह / VIKRAM SINGH
न्याय पीठ अधिकारी / Bench Officer
कम्पनी विधि बोर्ड / Company Law Board
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

CONSENT TERMS

DATED 10/3/2016

C.P.No. 51/2011

NITESH PATEL & ARS. Vs ONAEX NATURAE PVT. LD

C.A.No. /2016

The parties have agreed as follows:-

- ① That both the parties are willing to share the expenses in equal proportion i.e. Rs 32,40,280/- will be paid by Onaex Naturae Pvt. Ltd. and the balance will be paid by Prasthan Builders.
- ② The Applicant will pay an amount of Rs 64,80,560/- to the collector and shall deduct/adjust the amount of Rs 32,40,280/- (being the ~~petitioner's~~ ^{company's} share) from the remaining Balance of Rs 1 Cr.
- ③ The Balance amount of Rs 67,59,790/- will be paid by way of Demand Draft in favour of Onaex Naturae Pvt. Ltd., simultaneously at the time of execution of sale deed, which will be carried out within 4 weeks from obtaining the N.A/sale permission.




for petitioner (adv. shirpi)

- 4) The Applicant will have no other claim with regard to the purchase of property.
- 5) All the papers related to the land will be handed over to the applicant.
- 6) The Applicant is authorised to proceed with the N.A and sale permission from the Collector / other concerned authorities and shall solely be responsible for obtaining relevant sale / N.A. permission.
- 7) The company (DNAEX NATURAE) will cooperate ~~to~~ with the Applicant in obtaining the necessary permission.

Signed as under:

Petitioner
(Counsel) SHILPI CHOWDHARY (Shilpi)



Applicant
(Counsel) 
CHARANESH K. SHAH,
A.I.C.