

STATE BANK OF INDIA

SI No. 686599

GSR 002

RECEIPT



Mehrauli Road, Gurgaon (01565)
Branch Code No.

Received a sum of ₹ 332,6500/-
(Rupees thirty three lac twenty six thousand five hundred only)
from Smt. / Shri. Miss. Rajendra Tower Pkt H

residing at N Delhi for credit to Government of Haryana
account towards Stamp Duty.

Date: 25 FEB 2016
Place: Gurgaon
Signature of Authorized Officer

Sale Deed

- Property : Land
- Villages/City Name : Harsaru 29982
- Unit Land : 2.64 Acres (21 Kanal 2 Marla)
- Value : Rs. 4,75,20,000/-
- Stamp Duty : Rs. 33,26,500/-
- Certificate S. No. : 686599/GSR/002
- Dated : 25.02.2016
- Issued : Treasury, Gurgaon, S.B.I. Gurgaon

[Handwritten Signature]

<u>डीड संबंधी विवरण</u>		
डीड का नाम SALE WITH IN MC AREA		
तहसील/सब-तहसील गुडगांवा	गांव/शहर हरसरु	स्थित हरसरु
<u>भवन का विवरण</u>		
<u>भूमि का विवरण</u>		
चाही	2 Acre 5 Kanal 2 Marla	
<u>धन संबंधी विवरण</u>		
राशि 47,520,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 3,326,500.00 रुपये	
स्टाम्प न. 686599	स्टाम्प की राशि 3,326,500.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये	

Drafted By: चन्द्र प्रकाश भट्टेजा एडवोकेट

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 26/02/2016 दिन शुक्रवार समय 5:04:00PM बजे श्री/श्रीमती/कुमारी श्रीमती प्रिया मेहता thru अनील बेनीवाल पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी प्राणनाथ मेहता निवासी 10, Gurudwara Rakab Gunj Road, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर विक्रेता

उप/सयुक्त पंजीयन अधिकारी

गुडगांवा

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक

उप / सयुक्त पंजीयन अधिकारी

गुडगांवा

श्री श्रीमती कमनी मेहता, श्रीमती नैना मेहता, श्रीमती प्रिया मेहता thru अनील बेनीवाल(GPA), प्राणनाथ मेहता H.U.F कर्ता प्राणनाथ मेहता

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी बजरिये - रोहित मेहता क्रेता हाजिर 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 मगन राणा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी चन्द्र राम निवासी 539 सेक्टर-53 गुडगांव व श्री/श्रीमती/कुमारी एस सी अरोड़ा एडवोकेट पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी गुडगांव ने की।

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

दिनांक 26/02/2016

उप/सयुक्त पंजीयन अधिकारी

गुडगांवा

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

उप/सयुक्त पंजीयन अधिकारी

गुडगांवा

SALE DEED

This Deed of Sale is made and executed at Gurgaon on this 26th day of February, 2016 by:

Pran Mehta & Sons HUF through its Karta- Mr. Pran Mehta residing at A-20, Anand Niketan, New Delhi- 110021 Mikkar No. 1 ,Kamini Mehta W/o Mr. Pran Mehta R/o A-20, Anand Niketan, New Delhi- 110021, Mikkar No. 2 , Ms. Naina Mehta D/o Mr. Pran Nath Mehta R/o A-20, Anand Niketan, New Delhi-110021,Mikkar No.3 & Mrs. Priya Ahluwalia (Mehta) W/o Mr. Meharjit Singh Ahluwalia,(D/o Mr. Pran Mehta) R/o No. 10, Gurudwara Rakab Gunj Road, New Delhi- 110001, Mikkar No. 4 acting through their constituted attorney Mr. Anil Beniwal Authorized Representative of M/s Raheja Developers Limited, duly appointed so vide registered Power of Attorney dated 21.10.2014 registered in the office of Sub-Registrar, Gurgaon (Haryana) vide vasika No. 908 dated 22.10.2014 (hereinafter called the Vendor), which expression shall mean and include their heirs, legal representatives, administrators, executors, nominees and assigns of the **FIRST PART**.

IN FAVOUR OF

M/s. Raheja Towers Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 406, 4th Floor, Rectangle 1, D4, District Centre, Saket, New Delhi – 110017 through its Authorized Signatory Mr. Rohit Mehta, duly authorized vide resolution passed by the Board of Directors of the Company in its meeting held on 11.02.2016 (hereinafter called the Vendee), which expression unless repugnant to the context and/or expressly excluded shall mean and include its successors, legal representatives, administrators, nominees and permitted assigns of the **SECOND PART**.

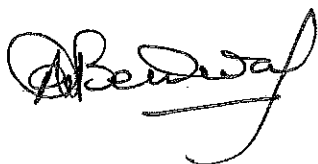
RECITAL

WHEREAS the Mikkar No. 1 is the absolute rightful and exclusive owner in possession of land bearing Rectangle No. 57, Killa No. 10/2 Min (3-7), measuring 3 Kanal 07 Marla as per recorded in Khewat/Khata No. 400/434 of Jamabandi for the year 2010-11.

AND WHEREAS the Mikkar No. 2 is the absolute rightful and exclusive owner in possession of land bearing Rectangle No. 57 Killa No. 2Min (0-11), 9Min (2-15), land measuring 3 Kanal 6 Marla Khewat/Khata No. 399/433 of Jamabandi for the year 2010-11.

AND WHEREAS the Mikkar No. 3 is the absolute rightful and exclusive owner in possession of land Rectangle No. 57 Killa No. 3 Min (5-2), Killa No. 4 min(5-4) 8 min (2-10) land measuring 12 Kanal 16 Marla Khewat/Khata No. 398/432 of Jamabandi for the year 2010-11,

AND WHEREAS the Mikkar No.4 is the absolute rightful and exclusive owner in possession of land Rectangle No. 57 Killa No. 7 Min (1-13) land measuring 1 Kanal 13 Marla Khewat/Khata No. 397/431 of Jamabandi for the year 2010-11, (tatima attached) . Total land of all mikkaran is 21 Kanal 2 Marla i.e. 2.64 acres situated in the revenue estate of Village Harsaru, Tehsil & District Gurgaon, Haryana, (hereinafter referred to as the "Said Land", which shall include all





विक्रेता



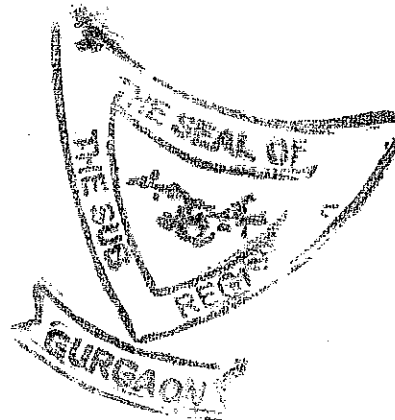
क्रेता



गवाह



उप /सयुक्त पंजीयन अधिकारी



subsequent construction, reconstruction, development, addition and alteration).

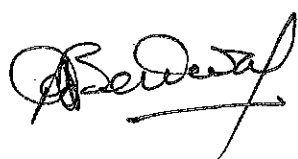
AND WHEREAS the Vendor hereby confirms, declare and assure the Vendee that:


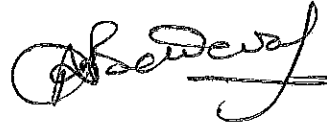

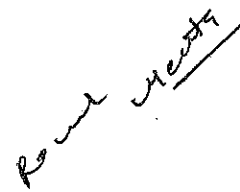

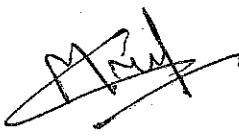


- (i) The title of the Said Land is absolutely clear and marketable and the Vendor is the exclusive recorded bhumidar/owner in the revenue records, having absolute right, title and interest in the Said Land and are thus fully entitled and competent to sell, transfer and convey the same;
- (ii) The Said Land is neither owned by any minor and, or, no minor has any right, title, interest and claim or concern of any nature whatsoever in the Land;
- (iii) The Vendor has further assured the Vendee that there has been or there is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the Said Land. In the event it is later found that the Said Land is under any dispute of any nature whatsoever, the Vendor undertakes to keep and hold the Vendee indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Vendee;
- (iv) There are no encumbrances, liens, charges including statutory charges in relation to the Said Land, mortgage, prior sale, gift, exchange, award, litigation and the like nor have the Vendor agreed with any party to create an encumbrance over the Land;

AND WHEREAS, the Vendor had entered into Agreement(s) dated 20.07.2012 & 16.09.2013 and Supplementary Agreement dated 21.10.2014 (hereinafter referred to as the "Agreement(s)", whereby the Vendor entrusted and handed over the possession of the Said Land to the Vendee subject to the terms and conditions of the Agreement(s).

AND WHEREAS in lieu of the Vendor entrusting the land as aforesaid in terms & conditions of the agreements, both the Vendor and the Vendee had demarcated their respective areas in the said land situated at Village Harsaru, Tehsil & District Gurgaon (Haryana).

AND WHEREAS in terms and conditions of the aforesaid agreements, the consideration of Rs. 4,75,20,000/- (Rupees Four Crore Seventy Five Lacs Twenty Thousand only) paid by the Vendee to Vendor herein in full and final consideration of the Said Land to the Vendor. The Vendor hereby seeks to execute this Sale Deed to convey and transfer the Said Land to the Vendee in accordance with the terms and conditions of the Agreement(s) and other related agreements thereto and both the parties are mutually desirous to execute this Sale

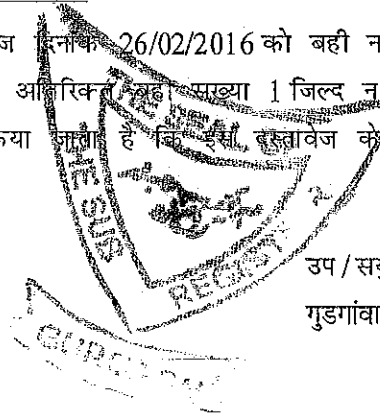


विक्रेता	अनील बेनीवाल		
विक्रेता			
विक्रेता			
विक्रेता			
क्रेता	बजरिये - रोहित मेहता		
गवाह	मगन राणा		
गवाह	एस सी अरोडा एडवोकेट		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 29,982 आज दिनांक 26/02/2016 को बही नः 1 जिल्द नः 13,148 के पृष्ठ नः 87 पर पंजीकृत किया गया तथा इसकी एक प्रति अधिकृत बही सख्या 1 जिल्द नः 4,989 के पृष्ठ सख्या 4 से 5 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 26/02/2016

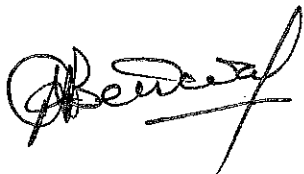


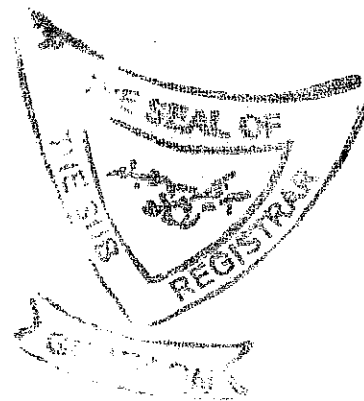
उप/सयुक्त पंजीमन अधिकारी
गुडगांवा

Deed as provided hereunder:

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

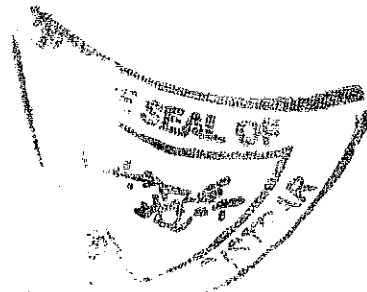
1. That the consideration of Rs. 4,75,20,000/- (Rupees Four Crore Seventy Five Lacs Twenty Thousand only) admit & acknowledged by the Vendor as full and final consideration, in terms of the Agreement and other related agreements duly executed between the Vendee and the Vendor, the Vendor hereby grants, conveys, transfers unto the Vendee the Said Land total admeasuring 21 Kanal 2 Marla (tatima attached) i.e. 2.64 acres situated in the revenue estate of Village Harsaru, Tehsil & District Gurgaon, Haryana, together with drains, ditches, fences, trees, plants, shrubs, ways, wells, waters, water-courses, liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever on the Said Land or ground hereditament and any part thereof appurtenant thereto and all the estate right, title, interest, claim and demand whatsoever of the Vendor in to out of and upon the Said Land hereditament, and every part thereof to have and to hold the Said Land, hereditament hereby granted, conveyed, transferred and assured or intended or expressed so to be with them and every of their rights, title, interest, privileges and appurtenances unto and to the use and benefit of the Vendee forever and absolutely.
2. That the Vendee has already paid to the Vendor a consideration of Rs. 4,75,20,000/- (Rupees Four Crore Seventy Five Lacs Twenty Thousand only) being adjusted from cheque/demand draft No. 270189 dated 21.07.2012 drawn on Oriental Bank of Commerce, Saket, New Delhi-110017 at the time of execution and registration of the Agreement dated 20.07.2012 in favour of the Vendee by way of cheque/demand draft, which is hereby acknowledged by the Vendor.
3. That the Vendor hereby confirm, acknowledge receipt of the full and final consideration from the Vendee in respect of sale of the Said Land.
4. That the Vendor is well and sufficiently entitled to the Said Land and no one besides the Vendor has any claim, right or interest in the Said Land and as on date hereof is free from any/all encumbrances, charges and liens and the Vendor holds unimpeachable and marketable right to convey. Transfer, alienate and sell the Said Land. The Vendor hereby covenants with the Vendee that the absolute interest which the Vendor professes to transfer subsists and the Vendor has good title and absolute authority to grant, convey, transfer the Said Land and further assures the Vendee that hereinafter if any person in any manner claims any interest or right of ownership in the Said Land, the Vendor shall indemnify the Vendee against any/all such claims and this Sale Deed is executed in all its entirety for the Said Land of which the Vendor has received all and full sale consideration.





5. That the Vendor having or lawfully or equitably claiming any estate, right, title or interest in or to the Land hereby conveyed, transferred and assured or any part thereof from, under, or in trust for the Vendor or its successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Vendee do and execute or cause to be done and executed all such further and other acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better, further and more perfectly and effectually and absolutely granting unto and to the use of Vendee in manner aforesaid or may be reasonably required by the Vendee or its successors or assigns or its or their counsel in law for assuring the Said Land and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Vendee.
6. That the Vendor has been left with no right, interest or title in the Said Land and that the Vendee shall have the absolute right to transfer, assign, convey encumber, charge, mortgage the Said Land to any person at such terms and conditions it deems fit and proper at its sole discretion and deal with the Land in any manner whatsoever.
7. That the Vendor is aware of the facts that the Vendee was relying on the correctness of the several statements as set forth in this Sale Deed, agreed to incur or pay the amounts in this Sale Deed in consideration of the Vendor selling, conveying and transferring all their right title interest in the Land to the Vendee.
8. The Vendor has already handed over the actual physical possession of the Said Land to the Vendee, who has now become the absolute owner in possession of the same and shall enjoy all the rights, privileges, passages, appurtenances and possession etc. and absolute ownership in the Said Land without any hindrance, claims, demands by the Vendor or their heirs, successors etc.
9. That the Vendor hereby agrees to indemnify and keep indemnified the Vendee, or any person or persons claiming through the Vendor of from and against any action, suit, claims, damages, penalties, charges, cost and expenses that may be suffered or caused to be suffered, or incurred or caused to be incurred by the Vendee or any person claiming through the Vendor in respect of the Vendor's title to the Said Land not being clear and marketable and, or, breach of any of the representations and warranties made by the Vendor in this Sale Deed and, or, for any liabilities of any nature whatsoever in respect of the Said Land pertaining to the period prior to the date of this Sale Deed.
10. That the Vendor will assist the Vendee in completing transfer process in the name of the Vendee in the revenue records or before any applicable Government authority





on the basis of this Sale Deed.

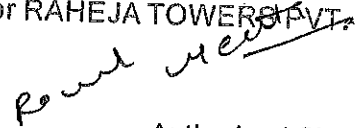
11. That the Vendee shall bear the stamp duty, transfer duty and registration fee in respect of the Sale Deed.
12. That the Vendor further agrees, undertakes and assures the Vendee that Vendor will at the request and cost of the Vendee, do or cause to be done and execute or cause to be executed any/or all documents required for the purpose of selling and transferring and/ or giving full and complete effect to the true meaning and intent of these present without any financial consideration, other than the consideration stated herein.

IN WITNESS WHEREOF, the Vendor and the Vendee have signed and executed this Sale Deed at the place, day, month and year, first above written, in the presence of the following witnesses.

Signed and executed by Vendor



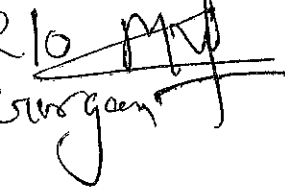
Signed and executed for and on behalf of
Vendee For RAHEJA TOWERS PVT. LTD.



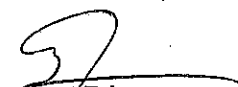
Authorised Signatory

WITNESSES:

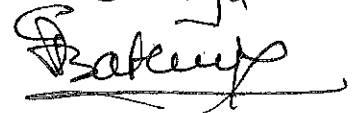
1. Magan Rana S/o

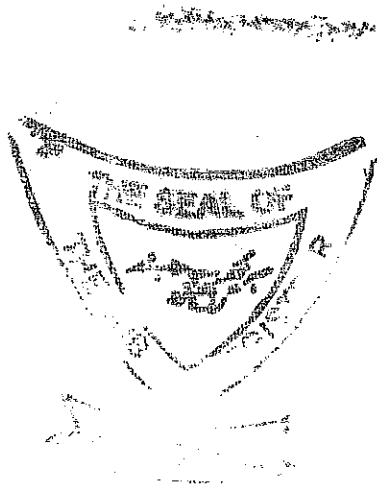
Sh. Chander Ram R/o 
539 Sec 53 Gurgaon

2. S. C. Arora


S.C. ARORA
Advocate
Civil Courts, Gurgaon

Drafted by C.P. Batheja
Chander Parkash Batheja
Advocate
District Courts, Gurgaon





STATE BANK OF INDIA

S. No. 686597

GSR/002

RECEIPT

STATE BANK OF INDIA

महरीली रोड, गुर्गाँव (015651)
Mahrauli Road Gurgaon

Branch Code

Received a sum of ₹ 33,14,000/-

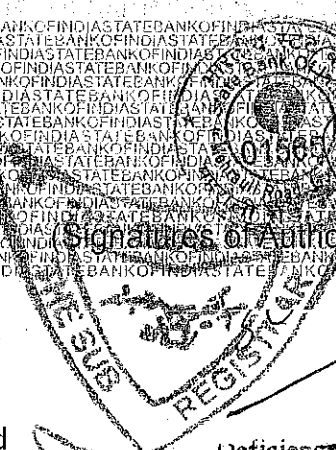
(Rupees Thirty three thousand four hundred only)

From Smt. / Shri M M Ranaja Towers Pvt Ltd

s/d, d/o, w/o

residing at N Delhi for credit to Government of Haryana
account towards Stamp Duty.

Date 23 FEB 2016
Place GURGAON
(Signature of Authorised Officer)



Sale Deed

Property : Land
Villages/City Name : Harsaru
Unit Land : 2.63 Acres (21 K-1M)
Value : Rs. 4,73,40,000/-
Stamp Duty : Rs. 33,14,000/-
Certificate S. No. : 686597/GSR/002
Dated : 25.02.2016
Issued : Treasury, Gurgaon, S.B.I. Gurgaon

Deficiency Rupees 1500/- Deposit
By Challan No. 536527515 Date 26-2-16
Bank of PNB Aggregator

Joint/Sub-Registrar
Gurgaon

(Handwritten Signature)

प्रलेख नः 30001

दिनांक 26/02/2016

डीड संबंधी विवरण	
डीड का नाम SALE WITH IN MC AREA	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हरसरु
	स्थित हरसरु
भवन का विवरण	
चाही	भूमि का विवरण
	2 Acre 5 Kanal 1 Marla
धन संबंधी विवरण	
राशि 47,362,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 3,315,500.00 रुपये
स्टाम्प न. 686597	स्टाम्प की राशि 3,314,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
चलान न. 536527515 राशि 1500 रुपये	दिनांक 26/02/2016

Drafted By: चन्दर प्रकाश भटेजा एडवोकेट

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 26/02/2016 दिन शुक्रवार समय 6:29:00PM बजे श्री/श्रीमती/कुमारी श्रीमती प्रिया मेहता thru अनील बैनीवाल पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी प्राणनाथ मेहता निवासी 10 Gurudwara Rakab Gunj Road, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक

उप / सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री प्राणनाथ मेहता H.U.F कर्ता प्राणनाथ मेहता thru (GPA), श्रीमती प्रिया मेहता thru अनील बैनीवाल(GPA), श्रीमती कामनी मेहता thru (GPA)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी बजरिये रोहित मेहता क्रेता हाजिर 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 मगन राणा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी चन्दर राम निवासी 539 सेक्टर-53, गुडगांव व श्री/श्रीमती/कुमारी एस सी अरोडा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी एडवोकेट गुडगांव ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जाति है तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 26/02/2016

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

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

उप / सयुक्त पंजीयन अधिकारी
गुडगांवा

SALE DEED

This Deed of Sale is made and executed at Gurgaon on this 26th day of February, 2016 by:

Pran Mehta & Sons HUF through its Karta- Mr. Pran Mehta residing at A-20, Anand Niketan, New Delhi- 110021 Mikkar No. 1 ,Kamini Mehta W/o Mr. Pran Mehta R/o A-20, Anand Niketan, New Delhi- 110021, Mikkar No. 2 , Mrs. Priya Ahluwalia (Mehta) W/o Mr. Meharjit Singh Ahluwalia,(D/o Mr. Pran Mehta) R/o No. 10, Gurudwara Rakab Gunj Road, New Delhi- 110001, Mikkar No. 3 acting through their constituted attorney Mr. Anil Beniwal Authorized Representative of M/s Raheja Developers Limited, duly appointed so vide registered Power of Attorney dated 21.10.2014 registered in the office of Sub-Registrar, Gurgaon (Haryana) vide vasika No. 908 dated 22.10.2014 (hereinafter called the Vendor), which expression shall mean and include their heirs, legal representatives, administrators, executors, nominees and assigns of the **FIRST PART**.

IN FAVOUR OF

M/s. Raheja Towers Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 406, 4th Floor, Rectangle 1, D4, District Centre, Saket, New Delhi – 110017 through its Authorized Signatory Mr. Rohit Mehta, duly authorized vide resolution passed by the Board of Directors of the Company in its meeting held on 11.02.2016 (hereinafter called the Vendee), which expression unless repugnant to the context and/or expressly excluded shall mean and include its successors, legal representatives, administrators, nominees and permitted assigns of the **SECOND PART**.

RECITAL

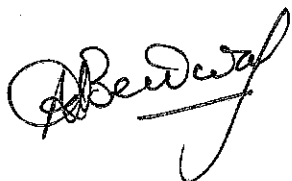
WHEREAS the Mikkar No. 1 is the absolute rightful and exclusive owner in possession of land bearing Rectangle No. 57, Killa No. 10/2 Min (0-14), 11 (8-0), measuring 8 Kanal 14 Marla as per recorded in Khewat/Khata No. 400/434 of Jamabandi for the year 2010-11.

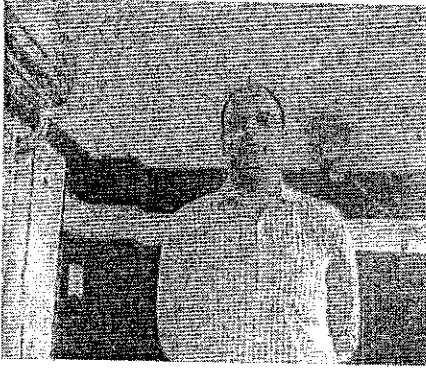
AND WHEREAS the Mikkar No. 2 is the absolute rightful and exclusive owner in possession of land bearing Rectangle No. 57 Killa No. 12Min (4-13), 13Min (4-13), land measuring 9 Kanal 6 Marla Khewat/Khata No. 397/431 of Jamabandi for the year 2010-11.

AND WHEREAS the Mikkar No. 3 is the absolute rightful and exclusive owner in possession of land Rectangle No. 57 Killa No. 14 Min (3-1) land measuring 3 Kanal 1 Marla Khewat/Khata No. 397/431 of Jamabandi for the year 2010-11, (tatima attached) . Total land of all mikkaran is 21 Kanal 1 Marla i.e. 2.63 acres situated in the revenue estate of Village Harsaru, Tehsil & District Gurgaon, Haryana, (hereinafter referred to as the "Said Land", which shall include all subsequent construction, reconstruction, development, addition and alteration).

AND WHEREAS the Vendor hereby confirms, declare and assure the Vendee that:

- (i) The title of the Said Land is absolutely clear and marketable and the Vendor is the exclusive recorded bhumidar/owner in the revenue records, having absolute





विक्रेता



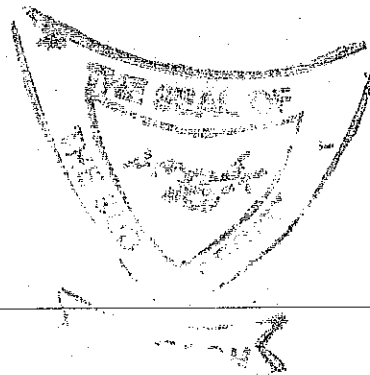
क्रेता



गवाह



उप / सयुक्त पंजीयन अधिकारी



right, title and interest in the Said Land and are thus fully entitled and competent to sell, transfer and convey the same;

- (ii) The Said Land is neither owned by any minor and, or, no minor has any right, title, interest and claim or concern of any nature whatsoever in the Land;
- (iii) The Vendor has further assured the Vendee that there has been or there is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the Said Land. In the event it is later found that the Said Land is under any dispute of any nature whatsoever, the Vendor undertakes to keep and hold the Vendee indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Vendee;
- (iv) There are no encumbrances, liens, charges including statutory charges in relation to the Said Land, mortgage, prior sale, gift, exchange, award, litigation and the like nor have the Vendor agreed with any party to create an encumbrance over the Land;

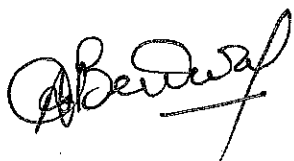
AND WHEREAS, the Vendor had entered into Agreement(s) dated 20.07.2012 & 16.09.2013 and Supplementary Agreement dated 21.10.2014 (hereinafter referred to as the "Agreement(s)", whereby the Vendor entrusted and handed over the possession of the Said Land to the Vendee subject to the terms and conditions of the Agreement(s).


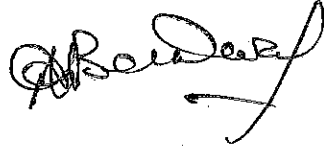

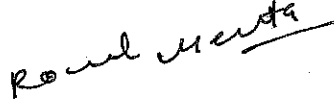




AND WHEREAS in lieu of the Vendor entrusting the land as aforesaid in terms & conditions of the agreements, both the Vendor and the Vendee had demarcated their respective areas in the said land situated at Village Harsaru, Tehsil & District Gurgaon (Haryana).

AND WHEREAS in terms and conditions of the aforesaid agreements, the consideration of Rs. 4,73,40,000/- (Rupees Four Crore Seventy Three Lacs Forty Thousand only) paid by the Vendee to Vendor herein in full and final consideration of the Said Land to the Vendor. The Vendor hereby seeks to execute this Sale Deed to convey and transfer the Said Land to the Vendee in accordance with the terms and conditions of the Agreement(s) and other related agreements thereto and both the parties are mutually desirous to execute this Sale Deed as provided hereunder:

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

1. That the consideration of Rs. 4,73,40,000/- (Rupees Four Crore Seventy Three Lacs Forty Thousand only) admit & acknowledged by the Vendor as full and final consideration, in terms of the Agreement and other related agreements duly

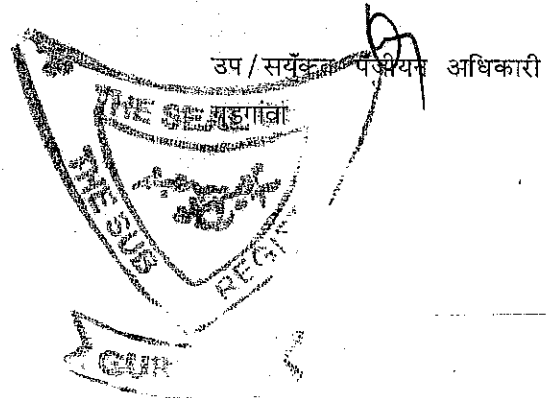


विक्रेता	अनील बैनीवाल		
विक्रेता			
विक्रेता			
क्रेता	बजरिये रोहित मेहता		
गवाह	मगन राणा		
गवाह	एस सी अरोडा		

प्रमाण-पत्र

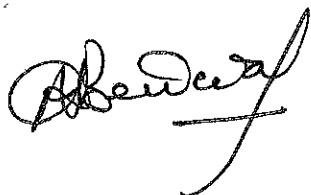
प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 30,001 आज दिनांक 26/02/2016 को बही नः 1 जिल्द नः 13,148 के पृष्ठ नः 92 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 4,989 के पृष्ठ सख्या 65 से 66 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

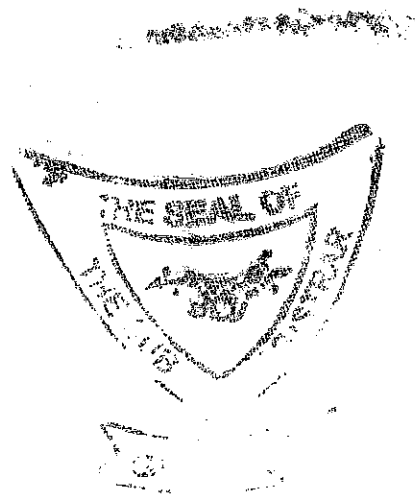
दिनांक 26/02/2016



executed between the Vendee and the Vendor, the Vendor hereby grants, conveys, transfers unto the Vendee the Said Land total admeasuring 21 Kanal 1 Marla (tatima attached) i.e. 2.63 acres situated in the revenue estate of Village Harsaru, Tehsil & District Gurgaon, Haryana, together with drains, ditches, fences, trees, plants, shrubs, ways, wells, waters, water-courses, liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever on the Said Land or ground hereditament and any part thereof appurtenant thereto and all the estate right, title, interest, claim and demand whatsoever of the Vendor in to out of and upon the Said Land hereditament, and every part thereof to have and to hold the Said Land, hereditament hereby granted, conveyed, transferred and assured or intended or expressed so to be with them and every of their rights, title, interest, privileges and appurtenances unto and to the use and benefit of the Vendee forever and absolutely.

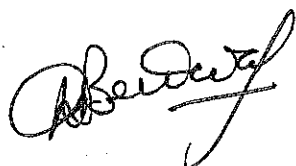
2. That the Vendee has already paid to the Vendor a consideration of Rs. 4,73,40,000/- (Rupees Four Crore Seventy Three Lacs Forty Thousand only) being adjusted from cheque/demand draft No. 270189 dated 21.07.2012 drawn on Oriental Bank of Commerce, Saket, New Delhi-110017 at the time of execution and registration of the Agreement dated 20.07.2012 in favour of the Vendee by way of cheque/demand draft, which is hereby acknowledged by the Vendor.
3. That the Vendor hereby confirm, acknowledge receipt of the full and final consideration from the Vendee in respect of sale of the Said Land.
4. That the Vendor is well and sufficiently entitled to the Said Land and no one besides the Vendor has any claim, right or interest in the Said Land and as on date hereof is free from any/all encumbrances, charges and liens and the Vendor holds unimpeachable and marketable right to convey. Transfer, alienate and sell the Said Land. The Vendor hereby covenants with the Vendee that the absolute interest which the Vendor professes to transfer subsists and the Vendor has good title and absolute authority to grant, convey, transfer the Said Land and further assures the Vendee that hereinafter if any person in any manner claims any interest or right of ownership in the Said Land, the Vendor shall indemnify the Vendee against any/all such claims and this Sale Deed is executed in all its entirety for the Said Land of which the Vendor has received all and full sale consideration.
5. That the Vendor having or lawfully or equitably claiming any estate, right, title or interest in or to the Land hereby conveyed, transferred and assured or any part thereof from, under, or in trust for the Vendor or its successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Vendee do and execute or cause to be done and executed all such further

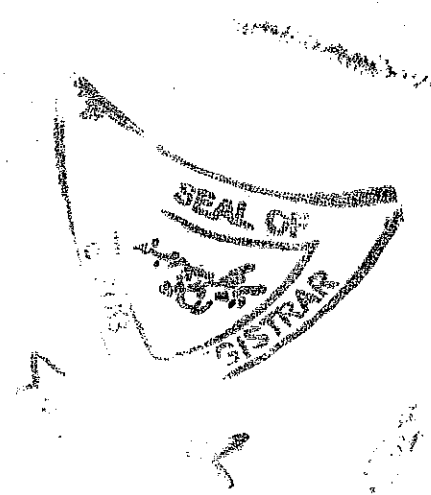




and other acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better, further and more perfectly and effectually and absolutely granting unto and to the use of Vendee in manner aforesaid or may be reasonably required by the Vendee or its successors or assigns or its or their counsel in law for assuring the Said Land and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Vendee.

6. That the Vendor has been left with no right, interest or title in the Said Land and that the Vendee shall have the absolute right to transfer, assign, convey encumber, charge, mortgage the Said Land to any person at such terms and conditions it deems fit and proper at its sole discretion and deal with the Land in any manner whatsoever.
7. That the Vendor is aware of the facts that the Vendee was relying on the correctness of the several statements as set forth in this Sale Deed, agreed to incur or pay the amounts in this Sale Deed in consideration of the Vendor selling, conveying and transferring all their right title interest in the Land to the Vendee.
8. The Vendor has already handed over the actual physical possession of the Said Land to the Vendee, who has now become the absolute owner in possession of the same and shall enjoy all the rights, privileges, passages, appurtenances and possession etc. and absolute ownership in the Said Land without any hindrance, claims, demands by the Vendor or their heirs, successors etc.
9. That the Vendor hereby agrees to indemnify and keep indemnified the Vendee, or any person or persons claiming through the Vendor of from and against any action, suit, claims, damages, penalties, charges, cost and expenses that may be suffered or caused to be suffered, or incurred or caused to be incurred by the Vendee or any person claiming through the Vendor in respect of the Vendor's title to the Said Land not being clear and marketable and, or, breach of any of the representations and warranties made by the Vendor in this Sale Deed and, or, for any liabilities of any nature whatsoever in respect of the Said Land pertaining to the period prior to the date of this Sale Deed.
10. That the Vendor will assist the Vendee in completing transfer process in the name of the Vendee in the revenue records or before any applicable Government authority on the basis of this Sale Deed.
11. That the Vendee shall bear the stamp duty, transfer duty and registration fee in respect of the Sale Deed.
12. That the Vendor further agrees, undertakes and assures the Vendee that Vendor will





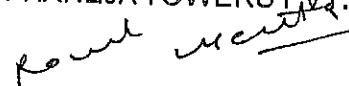
at the request and cost of the Vendee, do or cause to be done and execute or cause to be executed any/or all documents required for the purpose of selling and transferring and/ or giving full and complete effect to the true meaning and intent of these present without any financial consideration, other than the consideration stated herein.

IN WITNESS WHEREOF, the Vendor and the Vendee have signed and executed this Sale Deed at the place, day, month and year, first above written, in the presence of the following witnesses.

Signed and executed by Vendor



Signed and executed for and on behalf of
Vendee For RAHEJA TOWERS PVT. LTD.



Authorised

WITNESSES:

1. Magan Rana S/O

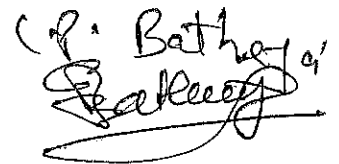
S/O. Chander Ram R/O ~~MCN~~

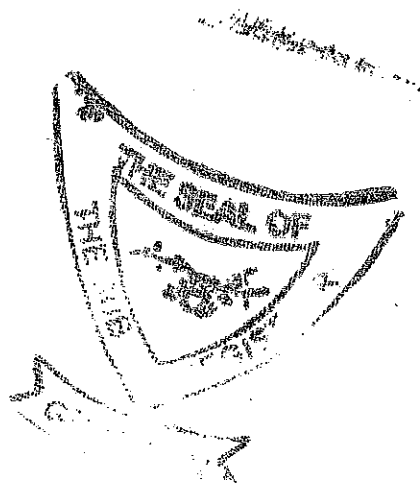
* S39 Sec - S3 Gurgaon

2. S.C. Arora

S.C. ARORA
Advocate
Civil Courts, Gurgaon

Drafted by
Chander Parkash Batheja
Advocate
District Courts, Gurgaon







Certificate No. G0272017D2418



Stamp Duty Paid : ₹ 20158000

(Rs. Only)

SRN No. 26734067



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pran Nath Mehta huf

Plot.No/Floor : A20 Sector/Ward : X LandMark : X

City/Village : Anand niketan District : South delhi State : Delhi

Phone : 9811195999 Others : Kamini mehta and naina mehta

**Buyer / Second Party Detail**

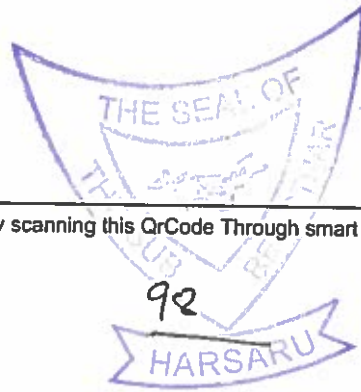
Name : Raheja Towers Pvt Ltd

Plot.No/Floor : 406 Sector/Ward : 4f LandMark : Rectangle one

City/Village: Saket District : South delhi State : Delhi

Phone : 9971091937

Purpose : SALE DEED

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**Sale Deed**

Property : Land
 Villages/City Name : Harsaru
 Unit Land : 4.15625 Acres (33 K- 5 M)
 Value : Rs. 28,79,66,000/-
 Stamp Duty : Rs. 2,01,58,000/-
 Stamp Paper S. No. : G0272017D2418
 Dated : 27.04.2017

Kamini Mehta
 Naina Mehta

92

For Raheja Towers Private Limited

Director/Authorised Signatory

डीड संबंधी विवरण

डीड का नाम SALE WITH IN MC AREA

तहसील/सब-तहसील हरसरू

गांव/शहर हरसरू

स्थित हरसरू

भवन का विवरणभूमि का विवरण

चाही

4 Acre 1 Kanal 5 Marla

धन संबंधी विवरण

राशि 287,966,000.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 20,158,000.00 रुपये

E-Stamp स्टाम्प न. G0272017D2418

स्टाम्प की राशि 20,158,000.00 रुपये

DFC: IMNJKGMN

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: महेश कुमार चौहान वकील

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 27/04/2017 दिन गुरुवार समय 3:39:00PM बजे श्री/श्रीमती/कुमारी श्रीमती नैना मेहता पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी प्राणनाथ मेहता निवासी ए.20 आनन्द निक्केल नू दिल्ली-110021 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Kamini Preeti Naina Mehta
हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
हरसरू

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक

Kamini Preeti Naina Mehta

उप / संयुक्त पंजीयन अधिकारी
हरसरू

श्री श्रीमती नैना मेहता, श्रीमती कामनी मेहता, प्राणनाथ मेहता H.U.F कर्ता प्राणनाथ मेहता thru प्राणनाथ मेहता (OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी बजरिये-रोहित मेहता क्रेता हाजिर 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 महेश कुमार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी वकील गुरुग्राम व श्री/श्रीमती/कुमारी कृष्ण कुमार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी मंहर सिंह निवासी गांव कुकड़खाना जिला सिरसा ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 27/04/2017

Kamini Preeti Naina Mehta

उप/संयुक्त पंजीयन अधिकारी
हरसरू

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

Kamini Preeti Naina Mehta

उप / संयुक्त पंजीयन अधिकारी
हरसरू

THIS SALE DEED ("Deed") is executed at Gurugram, Haryana on this the 27th day of April, 2017;

BY

1. **M/s Pran Nath Mehta, HUF** through its karta **Sh. Pran Nath Mehta** s/o Late Shri Ram Nath Mehta, r/o A-20, Anand Niketan, New Delhi – 110 021, hereinafter referred to as Vendor/Land Owner/Seller No. 1;
 2. **Smt. Kamini Mehta** w/o Shri Pran Nath Mehta, r/o A-20, Anand Niketan, New Delhi – 110 021, hereinafter referred to as Vendor/Land Owner/Seller No. 2;
 3. **Smt. Naina Mehta** d/o Shri Pran Nath Mehta, r/o A-20, Anand Niketan, New Delhi – 110 021, hereinafter referred to as Vendor/Land Owner/Seller No. 3;
- (Land Owner/Seller No. 1, Land Owner/Seller No. 2 and Land Owner/Seller No. 3 are hereinafter individually referred to as "**Vendor/Land Owner/Seller**" and jointly referred to as the "**the Vendors/Land Owners/Sellers**", those expressions shall unless repugnant to the meaning and context hereof shall be deemed to mean and include their respective legal heirs, administrators, legal representatives, successors-in-interest and nominees), party of the **FIRST PART**;

IN FAVOUR OF

M/s. Raheja Towers Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 406, 4th Floor, Rectangle 1, D4, District Centre, Saket, New Delhi – 110017 through its Authorized Signatory Mr. Rohit Mehta, duly authorized vide resolution passed by the Board of Directors of the Company in its meeting held on 20.04.2016 (hereinafter called the Vendee/Purchaser), which expression unless repugnant to the context and/or expressly excluded shall mean and include its successors, legal representatives, administrators, nominees and permitted assigns of the **SECOND PART**.

Hereinafter the "Land Owners/Sellers" and "Vendee/Purchaser" are individually referred to as a "**Party**" and collectively as the "**Parties**".

PRAN MEHTA & SONS

KARTA H.U.F.

Kamini Mehta
Naina Mehta

For Raheja Towers Private Limited

Rohit Mehta
Director/Authorised Signatory



विक्रेता



क्रेता



गवाह



उप / सयुक्त पंजीयन अधिकारी



- A. **WHEREAS** Land Owner/Seller No. 1 is the recorded owner of land measuring 23 kanal 16 marla as recorded in Khewat/Khata No. 400/434 of Jamabandi for the year 2010-2011, rectangle No. 56, killa Nos. 6 (8-0), 15 (8-0), rectangle No. 57, killa No. 10/2 (7-16) situated in the revenue estate of Village & Sub-Tehsil Harsaru, District Gurugram, Haryana out of which land measuring 13 kanal 9 marla comprised in rectangle No. 56, killa Nos. 6 Min east (5-8), 15 min North East (4-6) (tatima attached), rectangle No. 57, killa No. 10/2 min North West (3-15) (tatima attached) situated in the revenue estate of Village & Sub-Tehsil Harsaru, District Gurugram, Haryana, hereinafter referred to as "Land No. 1", is being intended to be sold by virtue of this Sale Deed.
- B. **AND WHEREAS** Land Owner/Seller No. 2 is the recorded owner of land measuring 24 kanal 4 marla as recorded in Khewat/Khata No. 399/433 of Jamabandi for the year 2010-2011, rectangle No. 57, killa Nos. 1 (8-0), 2 (8-0), 9 (8-0) and 10/1(0-4) situated in the revenue estate of Village & Sub-Tehsil Harsaru, District Gurugram, Haryana out of which land measuring 16 kanal 18 marla comprised in rectangle No. 57, killa Nos. 1 (8-0), 2 min North West (7-9) (tatima attached), 9 min North West (1-5) (tatima attached) and 10/1(0-4) situated in the revenue estate of Village & Sub-Tehsil Harsaru, District Gurugram, Haryana, hereinafter referred to as "Land No. 2", is being intended to be sold by virtue of this Sale Deed.
- C. **AND WHEREAS** Land Owner/Seller No. 3 is the recorded owner of land measuring 8 kanal and 0 marla as recorded in Khewat/Khata No. 398/432 of Jamabandi for the year 2010-2011, rectangle No. 57, killa No. 3 (8-0), situated in the revenue estate of Village & Sub-Tehsil Harsaru, District Gurugram, Haryana out of which land measuring 2 kanal 18 marla comprised in rectangle No. 57, killa No. 3 min Middle West (2-18) (tatima attached), situated in the revenue estate of Village Harsaru, Tehsil & District Gurugram, Haryana, hereinafter referred to as "Land No. 3", is being intended to be sold

FRAN MEHTA "SONS"

KARTA H.U.F.




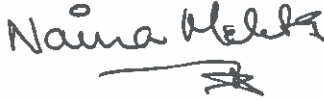










For Raheja Towers Private Limited

Ravi Mehta

Director/Authorised Signatory

Page 3 of 10

Narinder Mehta
Kavita Mehta

विक्रेता	श्रीमती नैना मेहता		
विक्रेता	श्रीमती कामनी मेहता		
विक्रेता	प्राणनाथ मेहता		
क्रेता	बजरिये-रोहित मेहता		
गवाह	महेश कुमार		
गवाह	कृष्ण कुमार		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 98 आज दिनांक 27/04/2017 को बही नः 1 जिल्द नः 1 के पृष्ठ नः 26 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 4 के पृष्ठ सख्या 5 से 7 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 27/04/2017

उप/संयुक्त पंजीयन अधिकारी
हरसरू



by virtue of this Sale Deed.

D. **AND WHEREAS** the Land Owners/Sellers intend to sell all the above three land parcels i.e. Land No. 1, Land No. 2 and Land No. 3 i.e. total land measuring 33 kanal 5 marla i.e. 4.15625 acres comprised in Khewat/Khatoni No. 400/434 (as per Jamabandi for the year 2010-11), rectangle No. 56, killa Nos. 6 min ^{East} West (5-8), 15 min North East (4-6) (tatima attached), rectangle No. 57, 10/2 min North West (3-15) (tatima attached), Khewat/Khatoni No. 399/433 rectangle No. 57, killa Nos. 1 (8-0), 2 min North West (7-9) (tatima attached), 9 min North West (1-5) (tatima attached), 10/1(0-4) Khewat/Khatoni No. 398/432, rectangle No. 57, killa No. 3 min Middle West (2-18), (tatima attached) situated in the revenue estate of Village & Sub-Tehsil Harsaru, District Gurugram, Haryana, (hereinafter referred to as the "**Subject Land**", which shall include all subsequent construction, reconstruction, development, addition and alteration).

E. **AND WHEREAS** the Land Owners/Sellers hereby confirm, declare and assure the Vendee that as on the date of this Sale Deed there are no encumbrances or debt created by the Vendors on the Subject Land.

F. **AND WHEREAS** in consideration of Rs. 28,79,66,000/- (Rupees Twenty Eight Crores Seventy Nine Lakhs Sixty Six Thousand only) paid by the Vendee/Purchaser as full and final consideration of the Subject Land to the Vendor/Land Owners/Sellers herein. The Vendors hereby seek to execute this Sale Deed to convey and transfer the Subject Land to the Vendee/Purchaser and both the parties are mutually desirous to execute this Sale Deed as provided hereunder:

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Sale Deed and other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties hereby agree as follows:

PRAN M.

PRAN MEHTA & SONS

For Raheja Towers Private Limited

KARTA H.U.F.

KARTA H.U.F.

Director/Authorised Signatory

Narain Mehta


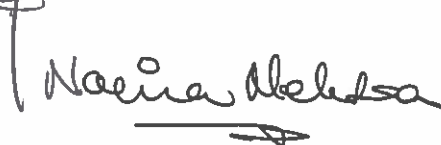
Kamini Mehta



1. That for and in lieu of the Sale Consideration of Rs. 28,79,66,000/- (Rupees Twenty Eight Crores Seventy Nine Lakhs Sixty Six Thousand only) paid by the Purchaser to the Sellers in the manner stated herein in **Schedule B**, receipt of which the Sellers hereby admit and acknowledge, the Sellers doth hereby unconditionally and unequivocally sell, convey and transfer unto the Purchaser all that piece and parcel of the **Subject Land**, more specifically detailed in **Schedule A**, along with all their rights, title, interests and entitlements attached thereto including but not limited to licenses/zoning, any other building or real estate rights, whether in present or in future, and all easementary rights, benefits, privileges, all their estate, right, title, interest and claim therein, together with existing tubewell connection, borewell, sewers, drains, ditches, fences, trees, plants, shrubs, ways, wells, waters, water courses, electricity connection and all liberties, easements, privileges, rights, advantages and appurtenances etc. attached to the Subject Land. All payments shall be subject to tax deduction at source in terms of the provisions of the Income Tax Act 1961 or any amendment or re-enactment thereof. Any income/other taxes on payments made under this Sale Deed shall be borne by the concerned Party.
2. The Land Owners, in consultation amongst themselves, confirm, agree and accept that the Sale Consideration in terms hereof will be paid to Asset Developers, at request/instruction of each of the Land Owners and for and on their behalf, and the receipts of the Sale Consideration by Asset Developers will fully and sufficiently discharge the Purchaser of its liability to pay the Sale Consideration for the Subject Land to persons among Land Owners/Sellers whose names appear in the title deeds pertaining to the **Subject Land**.
3. The Sellers hereby assures to the Purchaser that the **Subject Land** is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims, etc., and there is no legal impediment or restraint of any nature whatsoever for transfer of the Subject Land to the Purchaser.

PRAN MEHTA & SONS

KARTA H.U.F.

For Raheja Towers Private Limited


Director/Authorised Signatory



4. The vacant and peaceful possession of the **Subject Land** has been handed over by the Sellers to the Purchaser simultaneously at the time of execution of this Sale Deed and the Purchaser acknowledges to have taken over the possession of the same.
5. The Purchaser shall be entitled to hold, use and enjoy the said **Subject Land** in the manner permitted by the competent authorities without any hindrance or claim from the Sellers.
6. That the Sellers shall not have any rights, title, claim or interest whatsoever over any amount paid/deposited on their behalf by Purchaser in or before any authority for development of the said land. The Purchaser has every right to receive or claim/adjust/refund/redeposit such amount from the concerned authorities deposited by it on their behalf or on behalf of licensee if any.
7. The Purchaser shall have the right to get the **Subject Land** mutated in the name of Purchaser in the land revenue records and/or in records of any other authority and the Sellers shall sign all the necessary deeds and documents as may be required by the Purchaser, from time to time, for the purpose of perfecting title of the Purchaser over the **Subject Land**, at the sole cost and expense of the Purchaser.
8. The Purchaser agrees and undertakes to pay, from the date execution of this Sale Deed, directly to the competent authority(ies) all taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable in respect of the Subject Land. In the event any taxes, dues, demands, charges, duties, liabilities are levied or leviable in respect of the period prior to the date of execution of Sale Deed, same shall be paid by the Sellers.
9. The Land Owners/Sellers pertaining to the Subject Land hereby declare that they are in concert and in agreement amongst themselves and the sale of the **Subject Land** in terms hereof has the prior express, unconditional approval and ratifications of all the Land Owners amongst themselves.

PRAN MEHTA & SONS

KARTA H.U.

Pran Mehta
Narain Chhabra

For Raheja Towers Private Limited

Pran Mehta
Director/Authorised Signatory
Page 6 of 10



10. Simultaneously with the execution of this Deed, the Land Owners have executed and shall execute such other document as may be required under law at the cost and expenses of the Purchaser for enabling Purchaser to deal with the entire Subject Land including all the rights and authorities.
11. The Land Owners hereby agree and acknowledge that, with the sale of the **Subject Land** in terms of this Deed and sale of other Land forming part of the Land Owners' Share under separate sale deeds in favour of the Purchaser, the Land Owners are not left with any right, title, interest and/or any form of entitlement in the entire Residential Land and the Purchaser shall be free to deal with the same in any manner in its sole discretion.
12. The Land Owner/Seller No. 2, **M/s Pran Mehta, HUF** assures the Purchaser that it is selling the Subject Land for the legal necessity and benefit of HUF and it shall indemnify the Purchaser if this representation is found to be wrong or if any litigation/dispute accrues in this regard.
13. The Land Owners represent, warrant and covenant to the Purchaser that:-
- a. They are the absolute and lawful owners and in possession of the Subject Land and none of them has done or been a party to any act whereby his/her rights and title to the Subject Land may, in any way, be adversely affected/impaired or whereby he/she may be prevented from transferring the Subject Land or part thereof.
 - b. That neither any of them nor anyone on his/her behalf has otherwise created any adverse rights in respect of Subject Land or any part thereof at any time.
14. The Land Owners/Sellers shall, from time to time upon request from Purchaser, do or procure the doing of all acts and/or execute or procure the execution of all such documents as may be required for the purpose of perfecting the title of the Purchaser over the Subject Land.

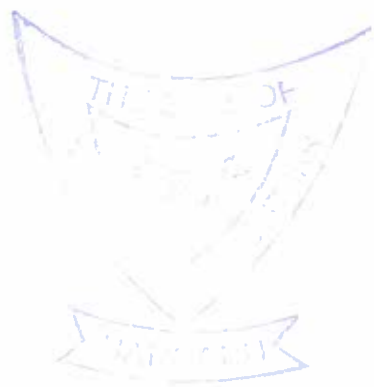
PRAN MEHTA & SONS

KARTA H.U.F.

Kavita Mehta
Naina Mehta

For Raheja Towers Private Limited

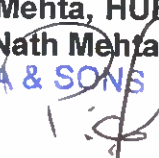





Director/Authorised Signatory



15. The Purchaser has borne all expenses for the execution and registration of Sale Deed including the cost of stamp duty, registration and other incidental charges.
16. That, this Sale Deed constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, unless they are in writing, among the parties, with respect to the subject land and matter hereof. The, preamble and recitals to this Sale Deed shall form an integral part of this Sale Deed.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Sale Deed on the day, month and year first hereinabove written in the presence of the following witnesses.

Drafted By 27/4/2017
 Mahesh K. Chauhan
 Advocate
 Distt. Courts, Gurgaon

LAND OWNERS/SELLERS	PURCHASER
M/s Pran Nath Mehta, HUF through its karta Mr. Pran Nath Mehta PRAN MEHTA & SONS 	For Raheja Towers Private Limited For Raheja Towers Private Limited  Director/Authorised Signatory Authorised Signatory
Smt. Kamini Mehta 	
Ms. Naina Mehta 	
WITNESSES	
 Mahesh K. Chauhan Advocate Distt. Courts, Gurgaon	 MAHESH K. CHAUHAN, Advocate Distt. Courts, Gurgaon



**Schedule A
Details of Subject Land**

Name of Land Owner	Khewat/Khata No. (as per Jamabandi for the year 2010-11)	Rect. No.	Killa No.	Kanal	Marla
Mr. Pran Nath Mehta HUF	400/434	56	6 Min East	5	8
			15 Min North East (tatima attached)	4	6
		57	10/2 Min North West (Tatima attached)	3	15
Smt. Kamini Mehta	399/433	57	1	8	0
			2 Min North West (tatima attached)	7	9
			9 Min North West (tatima attached)	1	5
			10/1	0	4
Smt. Naina Mehta	398/432	57	3 Min Middle West (tatima attached)	2	18
			Total	33	5

For Raheja Towers Private Limited

Kamini Mehta Naina Mehta

Director/Authorised Signatory



SD2



Schedule B
Details of the Sale Consideration

Cheque No./ DD No./ RTGS/ UTR Ref. No.	Dated	Drawn on / Received in	Amount (in Rs.)
DD No. 250149	25.04.2017	HDFC Bank payable at New Delhi	20,50,86,340/-
RTGS UTR No.			8,00,00,000/-
TDS			28,79,660/-
Total			28,79,66000/-

PRAN MEHTA & SONS
KARTAR H.U.F.

For Raheja Towers Private Limited
[Signature]
Director/Authorised Signatory

Kavita Mehta *Naina Mehta*

