Sale of Immovable Properties

Indian-Non Judicial Stamp
Haryana Government

Date : 13/04/2023

Certificate No. G0M2023D3322 *G0M2023D3322* Stamp Duty Paid : ₹ 205650000 (Rs. Only)

GRN No. 101393172 *101393172* Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Sensational Realtors Llp

H.No/Floor : D/1/2/3 Sector/Ward : G1/b LandMark : Netaji subhash place

City/Village : New delhi District : New delhi State : Delhi

Phone: 98******97

Buyer / Second Party Detail

Name : Godrej Properties Limited

H.No/Floor : 35 Sector/Ward : 44 LandMark : Urn house tower a

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 98******97

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

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SALE DEED DATED APRIL 17, 2023 ENTERED, BETWEEN, SENSATIONAL REALTORS LLP AND GODREJ PROPERTIES LIMITED

THE SEAL OF THE SUB REGISTRAR HARSARU

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

प्रलेख क्र.:385 मुद्रण दिनांक 18/04/2023 12:23 PM पंजीकरण दिनांक:18-04-2023

वसीका संबंधी विवरण

वसीका का नाम SALE URBAN AREA WITHIN MC

तहसील/सब-तहसील- हरसरू गांव/शहर- हयातपुर स्थित- R Zone Com Ind Inst.

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर अन्य क्षेत्र

पता : Hayatpur

धन संबंधी विवरण

राशि- 2937400064 रुपये कुल स्टाम्प शुल्क- 205618000 रुपये

स्टाम्प नं- G0M2023D3322 स्टाम्प का मूल्य- 205650000 रुपये

रजिस्ट्रेशन फीस- 50000 रुपये EChallan:101393546 पेस्टिंग शुल्क- 3 रुपये

द्वारा तैयार किया गया- Gourav Sachdeva adv सेवा शुल्क- 200

भूमि का विवरण

कृषि चाही 110 Kanal 73 Marla

यह प्रलेख आज दिनांक 18-04-2023 दिन मंगलवार समय 12:22:00 PM बजे श्री/श्रीमती/कुमारी Sensational रियलटोर्स LLP रजि.ऑफिस G-1B ग्राउंड फ्लोर ब्लाक C NDM-2 प्लाट न. D 1,2,3,4 सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.G-1बी ग्राउंड फ्लोर ब्लोकCएन डी एम -2, प्लाट न.D-1,2,3 सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.G-1बी ग्राउंड फ्लोर ब्लोकCएन डी एम 2,प्लाट नD1,2,3 Sensational रियलटर्स LLP रजि.ऑफिस G-1B ग्राउंड फ्लोर Block-C NDM-2 प्लाट न. D-1 2 3 निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता उप/सयुंक्त पंजीयन अधिकारी (हरसरू)

Sensational रियलटोर्स LLP रजि.ऑफिस G-1B ग्राउंड फ्लोर ब्लाक C NDM-2 प्लाट न. D 1,2,3,4 सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.G-1बी ग्राउंड फ्लोर ब्लोकCएन डी एम -2, प्लाट न.D-1,2,3 सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.G-1बी ग्राउंड फ्लोर ब्लोकCएन डी एम 2,प्लाट नD1,2,3 Sensational रियलटर्स LLP रजि.ऑफिस G-1B ग्राउंड फ्लोर Block-C NDM-2 प्लाट न. D-1 2 3

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

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दिनांक 18-04-2023 उप/सयुंक्त पंजीयन अधिकारी (हरसरू)

Sensational रियलटोर्स LLP रजि.ऑफिस G-1B ग्राउंड फ्लोर ब्लाक C NDM-2 प्लाट न. D 1,2,3,4 सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.G-1बी ग्राउंड फ्लोर ब्लोकCएन डी एम -2, प्लाट न.D-1,2,3 सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.G-1बी ग्राउंड फ्लोर ब्लोकCएन डी एम 2,प्लाट नD1,2,3 Sensational रियलटर्स LLP रजि.ऑफिस G-1B ग्राउंड फ्लोर Block-C NDM-2 प्लाट न. D-1 2 3

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी Godrej Properties Ltd thru Digvijay YadavOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया | दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Gaurav Sachdeva पिता R K Sachdeva निवासी Adv Gurugram व श्री/श्रीमती/कुमारी Abhishek Gupta पिता Ashok Kumar Gupta निवासी Bhadurghar ने की |
साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी सं. 2 की पहचान करता है |

दिनांक 18-04-2023 उप/सयुंक्त पंजीयन अधिकारी (हरसरू)

HARSARU

SALE DEED

This sale deed ("**Sale Deed**") is made and executed at Gurugram, Haryana on this 17th day of April 2023 ("**Execution Date**"):

BETWEEN

SENSATIONAL REALTORS LLP (LLPIN: AAO-0529, PAN: ADVFS6986K), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at G-1/B, Ground Floor, NDM-II, Block C, Plot No. D-1, 2, 3, Netaji Subhash Place, New Delhi -110034, acting through its designated partner Mr. Praveen Kurele (Aadhar: 9042 2423 8787), duly authorized vide resolution dated March 16, 2023 (hereinafter referred to as "**Seller**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include successors in title) of the **First Part**;

AND

GODREJ PROPERTIES LIMITED (CIN: L74120MH1985PLC035308) (PAN: AAACG3995M) a company subsisting under the Companies Act, 2013, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 and regional office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram - 122002, acting through its authorized representative Mr. Digvijay Yadav, duly authorized vide board resolution dated April 10, 2023 (hereinafter referred to as "**Buyer**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns) of the **Other Part**.

The Seller and Buyer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS SELLER REPRESENTS TO THE BUYER THAT:

A. The Seller is the actual, absolute, lawful owner and in possession of a contiguous, freehold pieces and/or parcels of land admeasuring 113 Kanal 13 Marla (approximately 14.20625 acres) comprised in Khewat No. 266//274, Rectangle No. 68, Killa No. 22/1 (4-4), Khewat No. 132//134, Rectangle No. 68, Killa No. 22/2 (3-2), Killa No. 23/1 (2-11), Rectangle No. 71, Killa No. 2/1/2 (3-15), Killa No. 3/1/1 (1-13), Khewat No. 135//137, Rectangle No. 71, Killa No. 2/2/2 (1-13), Killa No. 3/1/3/1 (0-9), Killa No. 9/1/1 (1-2), Khewat no. 267//275 Rectangle No. 68 Killa No. 10/2min (Except North East Corner 0K-11M) (3-9) Killa No. 12/1 (1-16) Killa No. 12/2 (6-4) Killa No. 19 (8-0) Rectangle 69 Killa No. 6/1 (1-4), Khewat No. 432// 450 Rectangle 68 Killa No. 9/2 (4-13), Khewat No. 268//276 Rectangle 68 Killa No. 11 (8-0) Killa No. 20/1 (3-7) Rectangle 69 Killa No. 15 (8-0) Killa 16/2 (7-18) Killa 17/1 (2-8), Khewat 550//583 Rectangle 69 Killa 4/3 (4-0) Killa No. 6/2 (6-16) Killa 7 (8-0) Killa No. 14/1 (4-13), Khewat No. 740//779 Rectangle 69 Killa No. 12/2 (5-6) Killa 13 (8-0) Killa 19/1 (3-10) situated at village Hayatpur, Tehsil Harsaru, Sector 89, District Gurugram, Haryana, more particularly described in **Schedule-I** hereunder written and demarcated in the plan annexed hereto as **Schedule-II** ("**Subject Land**"). The Subject Land is abutting a 12 meter wide service road, which is parallel to the multi-utility corridor as demarcated on the Master Plan 2031 as more detailed and depicted in the plan attached as **Schedule-II** hereto.

B. The Seller is vested with absolute ownership and clear and marketable title of Subject Land along with all rights, interest, free from any Encumbrance (*as defined*

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

Reg. No.	Reg. Year	Book No.
385	2023-2024	1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- Sensational **रियलटोर्स** LLP **रजि.ऑफिस** G-1B **ग्राउंड फ्लोर ब्लाक** C NDM-2 **प्लाट न.** D 1,2,3,4 **सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.**G-1**बी ग्राउंड फ्लोर ब्लोक**Cएन डी एम -2, **प्लाट न.**D-1,2,3 **सेन्सेशनल रियल्टर्स एल एल पी रजि.ओ.**G-1**बी ग्राउंड फ्लोर ब्लोक**Cएन डी एम 2,**प्लाट न**D1,2,3 Sensational **रियलटर्स** LLP **रजि.ऑफिस** G-1B **ग्राउंड फ्लोर** Block-C NDM-2 **प्लाट न.** D-1 2 3

क्रेता :- thru Digvijay YadavOTHERGodrej Properties Ltd

गवाह 1 :- Gaurav Sachdeva

गवाह 2 :- Abhishek Gupta

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 385 आज दिनांक 18-04-2023 को बही नं 1 जिल्द नं 62 के पृष्ठ नं 36.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1275 के पृष्ठ संख्या 47 से 48 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 18-04-2023

उप/सयुंक्त पंजीयन अधिकारी(हरसरू)

hereinafter), and is seized of and is in absolute, peaceful, lawful, vacant, physical, unencumbered, unfettered and unhindered possession of the Subject Land. The Seller had acquired the absolute right, title and interest in the Subject Land *vide* the title documents identified under **Schedule-III** attached hereto ("**Title Deeds**"), and is recorded as the owner and in possession of the Subject Land in all government records including the Record of Rights (Jamabandi). The title deeds and mutations with regard to Seller's title, as provided in **Schedule-III** hereto, are true, correct and accurate.

C. The Subject Land falls under the intense transit oriented development zone in terms of Transit Oriented Development Policy of Haryana ("**TOD Policy**") with FAR of 3.5 on Subject Land, which translates into FSI of approximately 21,65,885 square feet ("**TOD FSI**").

D. The Parties have entered into a collaboration agreement dated December 22, 2022 duly registered as document no. 11717 in Book 1 Volume 58 on page no. 25.25 with the office of Sub-Registrar Harsuru, Gurugram as amended vide Amendment No.1 dated January 20, 2023 duly registered as document no. 12611 in Book 1 Volume 59 on page no. 48.75 with the office of Sub-Registrar Harsuru, Gurugram, wherein the development rights with respect to the Subject Land have been granted by the Seller to the Buyer on terms contained therein (collectively "**Collaboration Agreement**").

E. Pursuant to the terms of the Collaboration Agreement, the Parties have made the License Application (*as defined herein below*) for obtaining group housing license along with TOD FSI ("**License**") under Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 and notifications, circulars, policies, orders etc. issued by DTCP (collectively "**Act**") from Director General, Town and Country Planning, Haryana ("**DTCP**"). In pursuance to the License Application, DTCP has issued a letter of intent bearing memo no. LC-5020/JE(SB) 2023/4361 dated February 13, 2023 ("**LOI**"), for setting up of group housing colony on the Subject Land ("**Project**"). The said LOI has been obtained in accordance with Applicable Law, is valid and subsisting and there exists no facts, circumstances or event which shall render the LOI void, voidable, repudiated, revoked or frustrated, capable of rescission for any reason whatsoever.

AND WHEREAS relying on the representations, warranties and covenants of the Seller as contained herein, the Buyer and the Seller have entered into this Sale Deed, for good and adequate consideration, to effect immediate, absolute, unconditional and irrevocable, sale, transfer, assignment and conveyance of the Subject Land (together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Land) from the Seller to the Buyer.

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 adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

1. **DEFINITIONS**

In this Sale Deed, the following words shall have the meanings as assigned to them herein below:

1.1. **"Act"** shall mean Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 and notifications, circulars, policies, orders etc. issued by DTCP;

1.2. "**Applicable Law(s)**" shall mean the Act, any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Sale Deed or thereafter;

1.3. **"Approval Risk"** shall mean (i) any impediment or breach of LOI and/or the cancellation of LOI and/or License, due to any default, fraud and/or misrepresentation by the Seller and/or any person (other than Buyer) acting under/through or on its behalf; and/or (ii) claim / dispute/ legal action of any nature whatsoever with respect to LOI and/or grant of License arising due to any default, fraud and/or misrepresentation by the Seller and/or any person (other than Buyer) acting under/through or on its behalf;

1.4. "**EDC**" shall mean external development charges;

1.5. "**Encumbrance**" shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any governmental authority(ies) or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, charge, commitment, restriction or limitation of any nature, default or notice / claim by any government authority(ies), DTCP, of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the licenses or approvals procured with respect to the Subject Land, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

1.6. "**Escrow Agent**" shall mean IDBI Trusteeship Services Ltd. appointed as an escrow agent in terms of the Escrow Agreement;

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

1.7. "**Escrow Agreement**" shall mean an agreement, of even date, executed amongst the Seller, Buyer and Escrow Agent for deposit of PDC's with the Escrow Agent;

1.8. "**IDC**" shall mean infrastructure development charges;

1.9. **"License Application"** shall mean the application dated December 28, 2022 jointly made by the Seller and Buyer for obtaining License;

1.10. **"Litigation"** includes any action, show cause notice, claim, demand, suit, proceedings, citation, summons, inquiry or investigation of any nature whether civil, criminal, tax, regulatory, acquisition or otherwise, in law or in equity, pending and/or threatened (for which notice has been received) by or before any court, tribunal, arbitrator or other governmental authority and/or lis pendens and includes any written notice given by any third party or any concerned authority/court to Seller which is received / in the knowledge of the Seller; and

1.11. "**Title Risk**" shall mean (i) any defect/ claim/ encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Land, which may be raised/ made by any third party, including any person acting under/ through or on behalf of Seller (other than any Encumbrance attributable due to act or omission of the Buyer after the execution of this Sale Deed) and/or (ii) any restriction on marketability and development of the Project on account of any claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Land (other than any Encumbrance attributable due to act or omission of the Buyer after the execution of this Sale Deed).

2. **INTERPRETATION**

In this Sale Deed, unless the contrary intention appears, any reference to any statute or statutory provision shall include:

2.1. all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);

2.2. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Sale Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Sale Deed and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

2.3. any reference to the singular shall include the plural and vice-versa;

2.4. any references to the masculine, the feminine and the neuter shall include each other;

2.5. any references to a "company" shall include a reference to a body corporate;

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

2.6. any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Sale Deed. The Schedules and Annexure to this Sale Deed shall form an integral part of this Sale Deed;

2.7. references to this Sale Deed or any other agreement shall be construed as references to this Sale Deed or that other agreement as amended, varied, novated, supplemented or replaced from time to time;

2.8. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;

2.9. each of the representations and warranties provided in this Sale Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Sale Deed limits the extent or application of another Clause or any part thereof;

2.10. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;

2.11. headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Sale Deed;

2.12. "in writing" includes any communication made by letter, fax or e-mail;

2.13. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

2.14. references to a person (or to a word importing a person) shall be construed so as to include individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

2.15. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

2.16. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

2.17. non-performance of the actions of either Party to the extent impacted by the default of the other Party shall not be treated as a default under this Sale Deed.

2.18. all the recitals to this Sale Deed shall form an integral and operative part of this Sale Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly; and

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

2.19. no provision of this Sale Deed shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

3. SALE OF SUBJECT LAND

3.1. In lieu of the Sale Consideration the Seller hereby, unconditionally, irrevocably and forever, sells, transfers, conveys and assigns the Subject Land along with all its rights, interests and title in the Subject Land together with all rights, liberties, estate, easements, privileges, appurtenances and benefits thereto to the Buyer free from any and all Encumbrance, and the Buyer acquires the same from the Seller, free from all Encumbrance into or upon the same and every part of the Subject Land along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Land.

3.2. Simultaneously with the execution and registration of this Sale Deed, the Seller has handed over actual, legal, physical, un-Encumbered, unhindered, unfettered, undivided, vacant and peaceful possession of the Subject Land to the Buyer, and the Buyer hereby acknowledges the receipt of the same from the Seller. Upon execution and registration of this Sale Deed, the Buyer shall have unfettered right of access to the Subject Land and ingress and egress rights, without any hindrance of any kind from the Seller or any other person claiming under the Seller.

3.3. The Seller hereby confirms and declares that, as of the Execution Date, it (or any person claiming through or under it) has no residual rights in relation to the Subject Land surviving in its favour and the entire right, title and interest of the Seller in the Subject Land, stands fully extinguished and transferred to the Buyer (save and except the Seller' right to receive and recover the Balance Sale Consideration in terms hereof). Any rights, benefits or entitlements accruing to the Subject Land after the Execution Date, shall be construed as the sole right and property of the Buyer to the complete exclusion of the Seller.

3.4. On and from the Execution Date hereof, it shall be lawful for the Buyer, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Subject Land and to derive economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, to and for its own use and benefit without any suit or lawful eviction, interruption, claim or demand whatsoever from or by the Seller or by any other person claiming under the Seller.

4. CONSIDERATION

4.1. The entire all inclusive, full and final sale consideration payable by the Buyer to the Seller, for the purchase of the Subject Land, along with the License, and all easements, privileges, rights, entitlements and benefits attached thereto and for compliances by the Seller of all its commitments, obligations and covenants provided herein, is INR 293,74,00,000/- (Rupees Two Hundred Ninety Three Crores and Seventy Four Lakh only) ("**Sale Consideration**").

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4.2. The Seller agrees and acknowledges that the payment of the Sale Consideration is a valid and sufficient consideration for the sale of Subject Land along with License and for compliance of all terms and conditions as stated herein.

4.3. The Seller acknowledges that an amount of INR 31,00,00,000/- (Rupees Thirty One Crore only) has already been paid by the Buyer to the Seller, in terms of Collaboration Agreement, after tax deduction at source equivalent to INR 2,95,00,000/- (Rupees Two Crore Ninety Five Lakh Only).

4.4. Simultaneously to the execution and registration of this Sale Deed, out of the Sale Consideration, an amount of INR 190,00,00,000/- (Rupees One Hundred Ninety Crores only) has been paid by the Buyer to the Seller, details of which are captured herein below and the Seller acknowledges the receipt of the same.

Amount (in INR)	UTR Number
190,00,00,000	HDFCR52023041899400558 HDFCR52023041899404216 FT-999099719444944

4.5. The balance Sale Consideration of INR 72,74,00,000/- (Rupees Seventy Two Crores and Seventy Four Lakh only) ("**Balance Sale Consideration**") shall be paid by the Buyer to Seller as follows:

4.5.1. An amount of INR 42,74,00,000/- (Rupees Forty Two Crore and Seventy Four Lakh only) less INR 4,24,00,000/- (Rupees Four Crore Twenty Four Lakh only) towards Excess Statutory Charges (*as defined herein below*) (adjusted in terms of Clause 6.1 below, which corresponds to INR 38,50,00,000/- (Rupees Thirty Eight Crore and Fifty Lakh only) ("**Balance Sale Consideration-1**") between 8th to 10th (tenth) day from the date of receipt of License, after adjusting Recovery Cost (*as defined herein below*) paid / incurred / to be incurred by the Buyer in terms of Clause 6.2 below.

4.5.2. An amount of INR 30,00,00,000/- (Rupees Thirty Crore only) ("**Balance Sale Consideration-2**") shall be paid by the Buyer to the Seller, after adjusting balance Recovery Cost (*if any*) paid / incurred / to be incurred by the Buyer in terms of Clause 6.2 below, as per the mechanism captured under the Escrow Agreement.

4.6. The Parties acknowledge that simultaneously to the execution and registration of this Sale Deed, Buyer has handed over to Escrow Agent 2 (two) post-dated cheques ("**PDCs**") for the Balance Sale Consideration-1 and Balance Sale Consideration-2 in favour of the Seller. The PDC for Balance Sale Consideration-1 shall be released by the Escrow Agent to Seller, between 8th and 10th day from the date of receipt of License, in terms of the Escrow Agreement. The PDC for Balance Sale Consideration-2 shall be released by the Escrow Agent to Seller, upon issuance of written sole instruction by the Buyer to the Escrow Agent at such time as may be solely determined by the Buyer in its sole discretion (irrespective of the date mentioned on the relevant PDC) in terms of the Escrow Agreement. Upon release of relevant PDC(s), the Seller shall be entitled to encash such PDC as per the timelines agreed herein. The PDC(s), if required, shall be replaced by the Buyer. The

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mechanism for release / replacement of PDCs has been captured in the Escrow Agreement.

4.7. It has been acknowledged that applicable TDS has already been deducted and deposited by the Buyer at time of execution and registration of the Collaboration Agreement and has already handover TDS certificates to the Seller, as required under Applicable Law.

4.8. In the event the Buyer fails to pay the Balance Sale Consideration-1, as and when the same is due and payable in terms of this Sale Deed, then the Seller shall issue a written notice to the Buyer for payment of the Balance Sale Consideration-1 within 30 (thirty) days from the date of receipt of the said notice by the Buyer. In the event the Buyer fails to pay the Balance Sale Consideration-1 on the due date then it shall be liable to pay interest at 15% (fifteen percent) per annum, compounded quarterly, as liquidated damages, on the defaulted amounts for the period of delay commencing from the due date of payment. In the event the Buyer fails to pay the Balance Sale Consideration-1 on the due date then the Seller shall be at liberty to seek all available remedies, whether under equity, contract or Applicable Law only for the recovery of the Balance Sale Consideration-1 (along with interest, if any) after expiry of the said 30 (thirty) days period.

4.9. In case any amounts are paid/ incurred by the Buyer towards the rectifying/ settling the Title Risk and/ or Approval Risk, then the Seller shall forthwith pay / reimburse all such rectification cost and expenses, along with applicable taxes incurred / to be incurred by the Buyer, to the Buyer. Further, simultaneously with the refund of said rectification cost and expense, along with applicable taxes (as incurred/ to be incurred by the Buyer), by the Seller to the Buyer, the Balance Sale Consideration-1 or Balance Sale Consideration-2, as the case may be, shall be paid by the Buyer to the Seller and accordingly the release instruction shall be issued in terms of the Escrow Agreement.

5. ABSOLUTE TRANSFER OF SUBJECT LAND

The Parties hereto clearly acknowledge, agree and understand that notwithstanding anything else stated herein or elsewhere, (a) the title/ ownership to the Subject Land along with all the rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Buyer absolutely, irrevocably and forever and free from any Encumbrance or lien, by and under this Sale Deed on the Execution Date; (b) the Seller has handed over actual, legal, physical un-Encumbered, unhindered, unfettered, undivided and vacant possession of the Subject Land to the Buyer; (c) the Seller shall not have any Encumbrance/ charge/ debt/ lien on Subject Land of any nature at any point of time; (d) the sale/ conveyance of the Subject Land in favour of the Buyer has been concluded and effected by and under this Sale Deed on the Execution Date, and is not contingent upon action or occurrence of any future event whatsoever; and (e) this Sale Deed shall not be terminable in nature, as title stands vested in favour of Buyer on execution and registration of this Sale Deed.

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6. **COVENANTS**

6.1. The Parties hereby agree and undertake to promptly and in no case later than 30 (thirty) days from the date of receipt of LOI from DTCP comply, with all the conditions as mentioned in LOI to be fulfilled by them respectively for obtaining the License. The Parties agree that all statutory charges upto INR 35,00,00,000/- (Rupees Thirty Five Crores only) for obtaining the License in favor of the Buyer ("**Statutory Charges**") will be borne and paid by the Buyer. It is clarified that on account of sale and transfer of Subject Land in favour of the Buyer prior to receipt of the License, any statutory amounts paid towards re-payment / re-deposit of statutory charges including but not limited to scrutiny fee, license fee, etc. shall be solely borne and paid by the Buyer and the same shall not form part of the Statutory Charges. The Parties further agree that any excess statutory charges over and above INR 35,00,00,000/- (Rupees Thirty Five Crores only) ("**Excess Statutory Charges**") shall be initially paid by the Buyer and the said Excess Statutory Charges shall be adjusted/set-off from the Balance Sale Consideration. The Parties acknowledge that as of the Execution Date, in terms of the LOI granted by DTCP, the Excess Statutory Charges aggregates to INR 4,24,00,000/- (Rupees Four Crore and Twenty Four Lakh only). The Parties agree that the Excess Statutory Charges paid/ to be paid by the Buyer shall be adjusted/ deducted by the Buyer from the Balance Sale Consideration payable by Buyer to Seller under this Sale Deed. In case the original of the License is received by the Seller, the Seller shall, without any delay or demur, handover the original of the License to the Buyer within 3 (three) days from the date of receipt of License from DTCP.

6.2. In case any cost is incurred by the Buyer (other than (i) Statutory Charges and (ii) Excess Statutory Charges (which will be deducted by the Buyer from the Balance Sale Consideration) along with applicable taxes incurred / to be incurred by the Buyer ("**Recovery Cost**") for obtaining the License, then said Recovery Cost paid/ to be paid by the Buyer shall be adjusted/ deducted by the Buyer from the Balance Sale Consideration-1 and Balance Sale Consideration-2 (if not completely recovered from Balance Sale Consideration-1) payable by Buyer to Seller under this Sale Deed.

6.3. The Seller confirms that in event of bankruptcy, liquidation, and/or winding up proceedings or any event leading to the same for Seller, the rights and entitlements of Seller shall be restricted to the residuary right of Seller in the Subject Land (i.e. to receive and recover the Balance Sale Consideration) after taking into account the rights, entitlements and interest of the Buyer in the Subject Land under this Sale Deed. The rights and entitlements of the Buyer under this Sale Deed shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to Seller or event leading to the same.

6.4. Simultaneous to the registration of this Sale Deed, the Seller shall hand over all the antecedent Title Deeds pertaining to the Subject Land and as listed in **Schedule-III** hereto, to the Buyer and the Buyer acknowledges the receipt of the same. The Seller affirms that, other than the antecedent title documents listed in **Schedule-III** hereto, there are no other original title documents in respect of the Subject Land. In the event, the Seller become aware of any other title document pertaining to the Subject Land which has not been handed over to the Buyer, the Seller shall immediately hand over the same to the Buyer.

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6.5. Parties agree and undertake to sign and execute all such documents and deeds as are required for obtaining the License. The Parties shall also ensure presence of their authorized representative(s) at the office of DTCP or any governmental authority(ies) for obtaining the License, as and when the presence of such authorized representative(s) is required at the office of DTCP or any governmental authority(ies). Each Party will without further consideration, sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Sale Deed.

6.6. The Seller has paid of all charges, taxes, levies payable to any authority in relation to the Subject Land up to the date of execution of this Sale Deed, and agree to pay any charges (other than Statutory Fees for obtaining License, EDC, IDC), fee, taxes and/ or levies (including any penalties) relating to Subject Land for the period upto the date of execution of this Sale Deed. The Parties agree that for the period commencing from the Execution Date, the Buyer shall pay all charges, taxes, levies payable to any authority in relation to the Subject Land.

6.7. The Parties shall ensure presence of their authorised representatives for all formalities and procedure before all or any of the authorities for the absolute conveyance of the Subject Land along with the License in favour of the Buyer and subsequent mutations/ change of ownership records etc. before the concerned authorities without any demur or protest.

6.8. The Buyer shall be entitled to and shall have all the rights and entitlements to have the Subject Land mutated in its name in the revenue records and all other records maintained by the government authorities to reflect the name of the Buyer as the owner of and in possession of the Subject Land. The Seller confirms that it shall, at the cost of the Buyer, provide all assistance and execute all such documents that may be required by the Buyer inter alia for mutation of the Buyer's name in the government records and any other records as may be required by the Buyer.

7. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

7.1. The Seller hereby represents and warrants to the Buyer that each of the following representations and warranties ("**Seller Warranties**") is true, accurate, complete, valid, subsisting and not misleading in any manner:

7.1.1. Seller is the absolute owner of the Subject Land and no other person or entity has any right, title or interest in or in any part of the Subject Land, or is entitled to the possession, occupation, use or control of whole or any part of the Subject Land. The title and possession of the Subject Land is actual, unfettered, clear and marketable and free from all Encumbrance. Seller has neither done nor been party to any act whereby its rights, titles or interests or possession (each of whatever description) in or over or in relation to the Subject Land is or may in any way be impaired or whereby they are or may be prevented from transferring absolutely the Subject Land to the Buyer;

7.1.2. The Subject Land and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever. Except the Collaboration Agreement,

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there is no subsisting contract for sale or other disposition of any interest (including by way of any collaboration / development agreement) with respect to the Subject Land or any part thereof. There are no arrangement(s) for sale or alienation of the Subject Land or any part thereof in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys (other than those given in favour of the Buyer under the Collaboration Agreement) or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Subject Land in any manner whatsoever;

7.1.3. The Seller is in actual physical and unhindered possession, use, occupation and enjoyment of the Subject Land. No third party has any tenancy, gair maurusi, part interest or any other types of rights/ interest in the Subject Land or possession thereof. Seller has not sold any portion of the Subject Land or has not entered into any arrangement for sale of the Subject Land and/or FSI pertaining to the Subject Land. Seller has not created any third party rights on the Subject Land;

7.1.4. The Seller is not required to register under Central Goods and Services Act, 2017 as aggregate turnover does not exceeds the prescribed / threshold limits required to obtain registration under as per Applicable Laws. Section 81 of the Central Goods and Services Act, 2017 is not applicable to it and no consent is required under the said provisions for transfer of the Subject Land in favour of the Buyer in terms of this Sale Deed;

7.1.5. The Seller confirms that the sources of funds for acquisition of the Subject Land were genuine and legitimate and such funds have been earned / arranged by through valid and legal means;

7.1.6. The Subject Land is duly bound and demarcated and there are no boundary disputes in respect of the Subject Land with any adjoining landowners and there is no encroachment on the Subject Land by any third party whatsoever;

7.1.7. No consent from any third party (except DTCP approval, if any) is required for transfer of Subject Land to the Buyer and no consent is required from the financial institutions/ companies from which Seller has obtained any financial assistance(s)/ loan(s) (if any) and/or to whom Seller has furnished any guaranty(ies);

7.1.8. There are no pathways, canals, gas pipelines and/or high tension electricity line, passing through the Subject Land and no religious sites are present on the Subject Land. The Subject Land or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities;

7.1.9. There are no pending Litigation or proceedings (for which written notice is received by Seller) in any court of law or tribunal or arbitration or any lis-pendens nor there is any order of any court / governmental authority which affects the Subject Land or any part thereof / License nor is there any attachment or injunction on the Subject Land;

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7.1.10. There is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Subject Land, whereby Seller is in any manner restrained, prohibited, prevented from in any manner transferring the Subject Land in favour of the Buyer in accordance with this Sale Deed or which could affect the rights of the Buyer in respect of the Subject Land and under this Sale Deed;

7.1.11. The Subject Land is accurately and properly mutated in the name of Seller in the relevant revenue records maintained with the governmental authority(ies) and there is no part of the Subject Land for which the partition and/or mutation in the name of Seller as absolute owner in possession, is pending or under objection;

7.1.12. There is no prohibitory order or order of attachment of any department of income tax or any department of goods and services tax for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of the Subject Land or any part thereof and/or preventing or restraining Seller from entering into this Sale Deed or which could affect the rights of the Buyer under this Sale Deed. There is no proceeding pending, for which written demand / notice has been received by Seller, under the Income Tax Act, 1961 in respect of the Subject Land or which could affect the transaction hereunder or the rights, title and interest of the Buyer under this Sale Deed. The Seller has obtained certificate under Section 281 of the Income Tax Act 1961 from Governmental Authorities and the same is valid and subsisting;

7.1.13. There are no demand and/or proceeding due and/or pending on / against the Seller, for which written demand / notice has been received by Seller, towards Goods and Service Tax ("**GST**") and/or Income Tax and/or other taxes, which prejudicially affects the title of the Subject Land or rights of the Buyer under this Sale Deed. However, in case of any demand towards liability/interest/penalty arises in future (pertaining to period upto the date of execution and registration of this Sale Deed) against Seller and/or against the Subject Land under GST and/or Income Tax and/or and other tax Law then Seller shall be responsible to bear and pay the same to the concerned government authorities and furnish return with respect to the same within the prescribed timelines.

7.1.14. The Seller has paid up to date all taxes related to Subject Land, if any, stamp duties on title documents vesting the Subject Land in favour of Seller and all other amounts and outgoings payable to all authorities qua the Subject Land;

7.1.15. No person/s other than the Seller has any right, claims or demand in respect of the Subject Land. The Seller has not done and in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the transfer of Subject Land to the Buyer under this Sale Deed may be prejudicially affected;

7.1.16. As on the date of this Sale Deed, no land forming part of the Subject Land is required to be surrendered or handed over for road widening or any other

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reservations of any nature which affects the area of the Subject Land, to any person or government or semi-government or any other authority;

7.1.17. There is no temple, mosque, church or any other place of worship or burial ground, on the Subject Land or any portion thereof. No part of the Subject Land is dedicated orally or in writing to religious or charitable uses or used as a place of worship;

7.1.18. There have been no proceedings initiated; no notices been served on and/or received by Seller or its predecessors-in-title; and no orders affecting or relating to the Subject Land or any part thereof, nor have Seller been in breach or in violation of any land ceiling legislations under Applicable Law in relation to the Subject Land;

7.1.19. The Subject Land is contiguous and there is no landlocked land owned by any third party within the Subject Land;

7.1.20. The Subject Land benefits from all permanent and legally enforceable easements and other contractual rights (if any);

7.1.21. There are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority, preventing or restricting the undertaking of any development on the Subject Land or any part thereof;

7.1.22. Neither the Subject Land nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones or any notified area/ zone which prevents, prohibits or restricts the development/ construction on the Subject Land, in any manner and no notice has been received by Seller from any governmental authority in this regard;

7.1.23. Neither the Subject Land nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any governmental authority or any other public body;

7.1.24. There are no restricting conditions applicable from Heritage Structure committee, Archaeological Survey of India, and any other government bodies which shall prevent full desired development on the Subject Land;

7.1.25. To the best knowledge of the Seller, the Subject Land has no impediment/ peculiarity (and Seller shall not create any such impediment/ peculiarity) of any nature because of which relevant authorities may impose any term/ condition in any of the Project approvals, which are not standard and customary conditions in such approvals;

7.1.26. The Seller and/or partners of Seller are not suffering from any insolvency event, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary and no

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petition has been presented by Seller and/or partners of Seller or resolution passed or notice in writing of the same been received by Seller, nor have Seller and/or partners of Seller have appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator whether generally or in respect of any of its assets. The accounts of Seller and/or partners of Seller have never been declared non-performing asset in any of credit facilities availed from their creditors, including banks and/or financial institutions;

7.1.27. That all amounts to be deducted on account of tax deduction at source as per the provisions of the Income Tax Act, 1961 or rules framed thereunder while purchasing the Subject Land by Seller has been duly deducted and duly deposited with the relevant governmental authorities. Seller shall be solely liable towards TDS (including interest and penalties) and/or any other taxes or charges (including sale consideration or any part thereof) payable with respect to the purchase of the Subject Land or any part thereof by Seller;

7.1.28. The Seller has not offered for sale/allotment, nor taken any monies, or otherwise sold any units/plots in the Subject Land or any part thereof to any third party / customer/ purchaser;

7.1.29. Neither the Subject Land nor any part thereof fall under Natural Conservation Zone (NCZ) notified by the governmental authority(ies). No notification for reservations, acquisition etc. have been issued by the government or any other local authorities with respect to Subject Land or any part thereof;

7.1.30. The LOI is valid and subsisting. The Seller has not defaulted on any of the terms and conditions of the LOI or the Act with respect to the Subject Land and no events have occurred or to the knowledge of the Seller which may cause the LOI to become void or voidable or rescind at any time;

7.1.31. It is duly incorporated/ organized and existing under laws of the jurisdiction of its incorporation or organization;

7.1.32. It has the power and authority to execute, deliver and perform this Sale Deed, and this Sale Deed shall constitute a legal and binding obligation on it, enforceable against it in accordance with its terms;

7.1.33. All actions including the corporate actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Sale Deed, have been duly taken and obtained and the same are valid and in full force and effect; and

7.1.34. The execution, delivery and performance of this Sale Deed by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; and/ or (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound.

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7.2. Notwithstanding anything contrary contained herein, no investigation by or on behalf of the Buyer or any of its agents, representatives, directors, officers, employees or advisers, as the case may be, and the facts came to the knowledge (actual or constructive) of the Buyer thereby, shall not (i) amount to dilution of any of the representations and warranties of Seller and/or (ii) prejudice any claim made by the Buyer, under this Sale Deed and/or any other provision of this Sale Deed or operate to reduce any amount recoverable there under.

7.3. The Buyer hereby represents and warrants to the Seller that each of the following representations and warranties (the "**Buyer Warranties**"), is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Sale Deed:

7.3.1. It is duly incorporated/ organized and existing under laws of the jurisdiction of its incorporation or organization;

7.3.2. It has the power and authority to execute, deliver and perform this Sale Deed, and this Sale Deed shall constitute a legal and binding obligation on it, enforceable against it in accordance with its terms;

7.3.3. All actions including the corporate actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Sale Deed, have been duly taken and obtained and the same are valid and in full force and effect; and

7.3.4. The execution, delivery and performance of this Sale Deed by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; and/ or (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound.

7.4. Each of the representations and warranties set forth in this Sale Deed shall be construed as a separate representation, warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

7.5. The Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by any Party herein, to become untrue or inaccurate or misleading, at any point of time.

8. **Indemnity**

Without prejudice to the rights and remedies of Buyer stated in this Sale Deed and any other rights and remedies available under law and equity to the Buyer, the Seller hereby agree to indemnify, defend and hold harmless the Buyer and its directors,

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officers, representatives and employees ("**Indemnified Party**") from and against any and all actions, suits, judgment, forfeitures, proceedings, misrepresentation, claims, demands, liabilities, losses, costs and expenses (including costs of defense, settlement and attorneys' fees) or damages (excluding special indirect or consequential damages/ losses) which may be incurred or suffered by the Indemnified Party or which may arise or occur or be taken or sought against the Indemnified Party due to or in connection with breach of any of the terms and conditions, covenants and/or undertakings, representations and warranties of the Seller under this Sale Deed and/or in case any of the representations, warranties, statements of Seller are found to be false/incorrect under this Sale Deed and/or any misrepresentation or breach or default being made by Seller while obtaining the LOI and/or License. The liability of the Seller under this Sale Deed shall not be affected by any change in its constitution, ownership or corporate existence or structure or any other similar change or its winding up/ or its absorption, merger or amalgamation with any other company, corporation or concern or takeover of management by any other company or concern.

9. **Notices**

All notices under this Sale Deed shall be written in English and shall be deemed to be validly served: (a) in case of delivery by hand, when hand delivered to that Party; or (b) if sent by courier or registered mail (with acknowledgement due), then the date contained in the acknowledgement; or (c) if sent by email, at the time the confirmation of transmission is recorded on the sender's computer. All notices shall be marked to the attention of designated person at the contact details indicated below:

If to the Seller:

Address: G-1/B, Ground Floor, NDM-II, Plot No.- D-1,2,3, Netaji Subhash Place, Delhi-110034
Attention: Mr. Praveen Kurele
Email: sensationalrealtors@gmail.com

If to Buyer:

Address: 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram -122002
Attention: Mr. Digvijay Yadav
Email: digvijay.yadav@godrejproperties.com

10. **Supersede And Entire Understanding**

This Sale Deed constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements including the Collaboration Agreement (other than Clauses 5 and 6.1 of the Collaboration Agreement). No change or modification of this Sale Deed shall be valid unless the same shall be in writing and signed by each of the Parties.

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11. **Governing Law and Dispute Resolution**

11.1. This Sale Deed shall be governed by, and construed in accordance with, laws of India. Subject to arbitration, courts at Gurugram, Haryana shall exclusive jurisdiction with the matters arising out of this Sale Deed.

11.2. In the case of any dispute, controversy or claim arising out of or in connection with this Sale Deed, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties. If the dispute is not resolved through such discussions within 30 (Thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The seat and venue of arbitration shall be at Gurugram and the language of the arbitration proceedings shall be English. The arbitral tribunal shall consist of sole arbitrator, which shall be mutually appointed by the Parties.

12. **Further Assurances**

The Seller shall, from time to time, and at all times hereinafter and at the cost of the Buyer, do all such acts, deed and things as may be required by the Buyer in relation to the Subject Land including but not limited to providing all necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Buyer as may be required.

13. **Stamp Duty and Registration**

The stamp duty and registration charges on this Sale Deed shall be borne and paid by Buyer.

[Signature page follows]

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

IN WITNESS WHEREOF THE PARTIES, HAVE EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

Signed and delivered by the **SENSATIONAL REALTORS LLP**

For SENSATIONAL REALTORS LLP

Partner

Praveen Kurele
Authorized Signatory

For and on behalf of the **GODREJ PROPERTIES LIMITED**

GODREJ PROPERTIES LTD.

Authorized Signatory

Digvijay Yadav
Authorized Signatory

WITNESSES

1.

Name: GAURAV SACHDEVA (Adv.)
Address: C-21, Malviya Nagar, New Delhi - 110017

2.

Name: ABHISHEK GUPTA S/o SH. ASHOK KUMAR GUPTA
Address: 2433, AGGARWAL COLONY, ROHADURGARH, HARYANA

SCHEDULE-I
DETAILS OF SUBJECT LAND

All that piece and parcel of land admeasuring 14.20625 acres, situated in Village Hayatpur, Tehsil Harsaru, Sector 89, District Gurugram as detailed in the table below:

Khewat	Khata	Rectangle No.	Killa No.	Area (in K-M)
266	274	68	22/1	4-4
132	134	68	22/2	3-2
			23/1	2-11
		71	2/1/2	3-15
			3/1/1	1-13
135	137	71	2/2/2	1-13
			3/1/3/1	0-9
			9/1/1	1-2
267	275	68	10/2min Except North East Corner (0K-11M)	3-9
			12/1	1-16
			12/2	6-4
			19	8-0
		69	6/1	1-4
432	450	68	9/2	4-13
268	276	68	11	8-0
			20/1	3-7
		69	15	8-0
			16/2	7-18
			17/1	2-8
550	583	69	4/3	4-0
			6/2	6-16
			7	8-0
			14/1	4-13
740	779	69	12/2	5-6
			13	8-0
			19/1	3-10
	TOTAL			**113-13 (14.20625 acres)**

Boundaries of the Subject Land are as per the Plan annexed as Schedule-II hereto.

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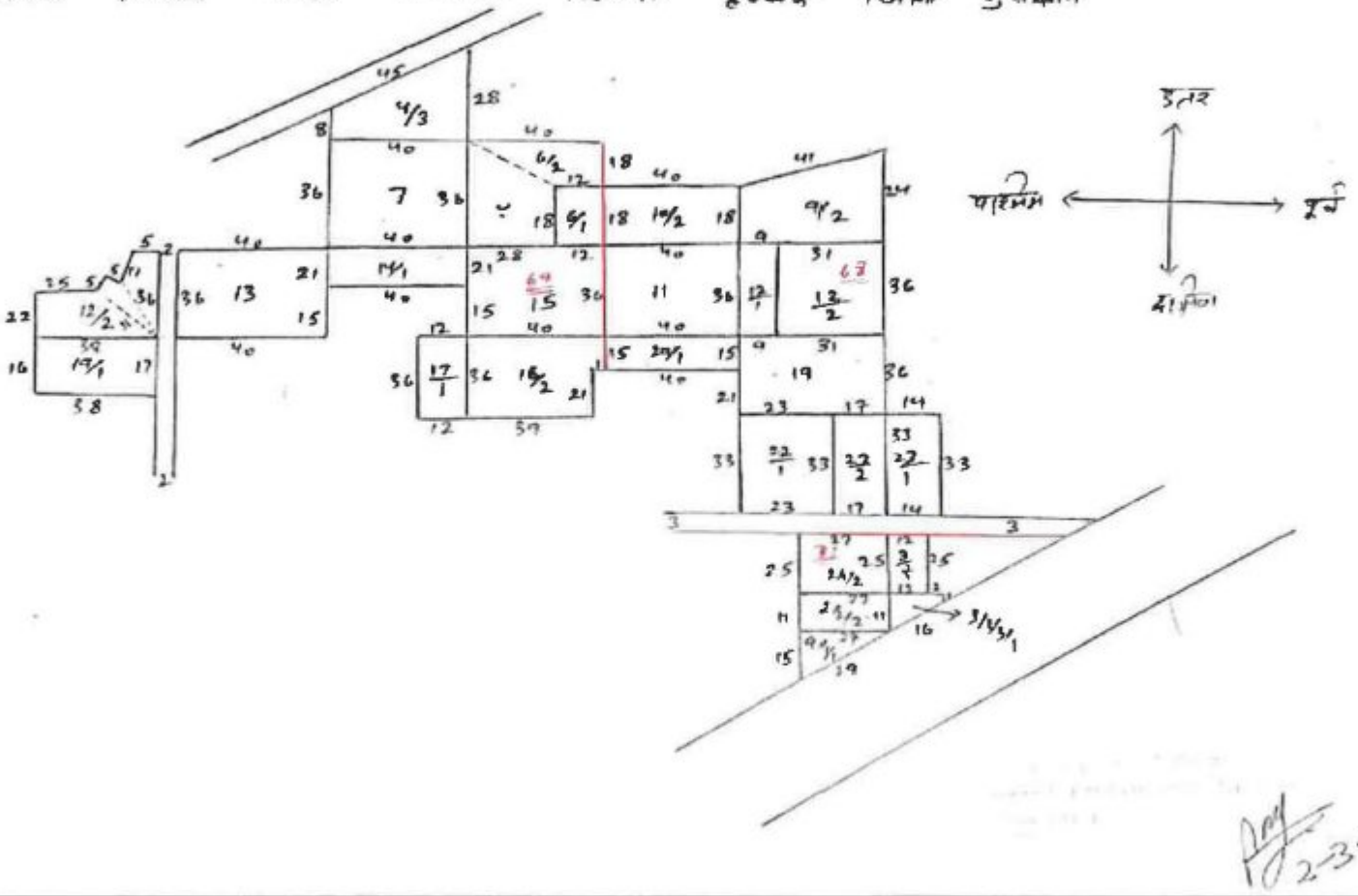
Authorized Signatory

For SENSATIONAL REALTORS LLP

Partner

SCHEDULE-II
PLANS DEMARCATING THE SUBJECT LAND

नक्शा अकरा मिजरा गोंजा हसनपुर तहसील हथिन जिला पलवल



23/2/23

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

SCHEDULE-III
LIST OF ANTECEDENT TITLE DOCUMENTS

S. No.	Registration Number of Documents (Sale Deeds, Exchange Deeds, Release Deeds)	Date	Transferor/Seller	Transferee/Buyer	Nature of Document
1.	**5157 (Sale Deed)**	September 13, 1993	**Dansingh**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
2.	**5166 (Sale Deed)**	September 13, 1993	**Rammehar**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
3.	**5169 (Sale Deed)**	September 14, 1993	**Rammehar**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
4.	**5170 (Sale Deed)**	September 14, 1993	**Nathuram**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
5.	**5205 (Sale Deed)**	September 15, 1993	**Nathuram**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
6.	**5206 (Sale Deed)**	September 15, 1993	**Dansingh**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
7.	**5256 (Sale Deed)**	September 16, 1993	**Nathuram**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy
8.	**5257 (Sale Deed)**	September 16, 1993	**Rammehar**, son of Khema	**Rajendra Singh**, son of Jaidev	Certified true copy

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

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9.	**5285 (Sale Deed)**	September 17, 1993	**Dansingh,** son of Khema	**Rajendra Singh,** son of Jaidev	Certified true copy
10.	**6587 (Release Deed)**	September 11, 2000	**Ramrati,** daughter of Nihal; **Shanti,** daughter of Nihal; and **Basanti,** daughter of Nihal	**Hoshiyar Singh,** son of Nihal	Certified true copy
11.	**21931 (Sale Deed)**	January 16, 2006	**Rajendra Singh,** son of Jaidev	**B.S. Yadav,** son of Deepchand	Certified true copy
12.	**23431 (Sale Deed)**	February 01, 2006	**Ranbir Singh,** son of Kundan Singh	**Arvind Walia,** son of Harbhagwan Singh	Certified true copy
13.	**25597 (Sale Deed)**	February 27, 2006	**Subhash Kumar,** son of Kundan Singh	**Ramprastha Estates Private Limited**	Certified true copy
14.	**26868 (Sale Deed)**	March 13, 2006	**Azad Singh,** son of Kaleram	**Ramprastha Infrastructure Private Limited**	Certified true copy
15.	**27529 (Sale Deed)**	March 21, 2006	**Phool Singh,** son of Amilal	**Ramprastha Developers Private Limited**	Certified true copy
16.	**28489 (Sale Deed)**	March 31, 2006	**Azad Singh,** son of Kaleram	**Azad,** son of Rajaram	Certified true copy
17.	**2696 (Sale Deed)**	May 03, 2006	**Pratap Singh,** son of Kundan Singh	**Ramprastha Buildwell Private Limited**	Certified true copy
18.	**3343 (Sale Deed)**	May 10, 2006	**Bhishambar Dayal**	**Bright Buildtech Private Limited**	Certified true copy

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19.	**17944 (Sale Deed)**	November 24, 2006	**B.S. Yadav,** son of Deepchand	**Ramprastha Infrastructure and Developers Private Limited**	Certified true copy
20.	**17935 (Sale Deed)**	November 24, 2006	**Arvind Walia,** son of Harbhagwan Singh	**Ramprastha Infracon Private Limited**	Certified true copy
21.	**20525 (Sale Deed)**	January 03, 2007	**Amilal,** son of Bhura	**Excellent Advertising and Marketing Private Limited**	Certified true copy
22.	**1778 (Sale Deed)**	April 24, 2007	**Brahm Singh**	**Corporate Exim Private Limited**	Certified true copy
23.	**12061 (Sale Deed)**	September 06, 2007	**Brahm Singh**	**Corporate Exim Private Limited**	Certified true copy
24.	**16757 (Sale Deed)**	November 15, 2007	**Azad,** son of Rajaram	**Salmon Land and Housing Private Limited**	Certified true copy
25.	**22960 (Sale Deed)**	January 11, 2008	**Bhola** aka **Jabbar,** son of Bhura	**Ramprastha Sare Landholding Company Five Private Limited**	Certified true copy
26.	**13311 (Sale Deed)**	October 28, 2009	**Madanlal,** son of Nemichand; **Harichand,** son of Nemichand; and **Rajendra Kumar,** son of Nemichand	**Santosh,** daughter of Vedprakash	Certified true copy
27.	**13546 (Sale Deed)**	October 29, 2009	**Santosh,** daughter of Vedprakash	**Kavita,** wife of Manoj Kumar	Certified true copy

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Partner

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28.	**25548 (Sale Deed)**	March 10, 2010	**Kavita,** wife of Manoj Kumar	**SM Buildcon Private Limited**	Certified true copy
29.	**36238 (Sale Deed)**	March 24, 2011	**SM Buildcon Private Limited**	**Orris Infrastructure Private Limited**	Certified true copy
30.	**1327 (Exchange Deed)**	April 19, 2011	**Orris Infrastructure Private Limited & others**	**Ramprastha Sare Landholding Company Two Private Limited**	Certified true copy
31.	**11753 (Sale Deed)**	July 27, 2011	**Hoshiyar Singh,** son of Nihal	**Ramprastha Estates Private Limited**	Certified true copy
32.	**3876 (Sale Deed)**	May 13, 2013	**Ramprastha Sare Realty Private Limited**	**Ramprastha Sare Landholding Company One Private Limited**	Certified true copy
33.	**3961 (Exchange Deed)**	May 14, 2013	**Ramprastha Sare Landholding Company Two Private Limited**	**Ramprastha Buildwell Private Limited**	Certified true copy
34.	**3953 (Exchange Deed)**	May 14, 2013	**Ramprastha Sare Landholding Company Five Private Limited**	**Ramprastha Buildwell Private Limited**	Certified true copy
35.	**3981 (Exchange)**	May 14, 2013	**Ramprastha Sare Landholding Company Two Private Limited**	**B.S. Yadav,** son of Deepchand	Certified true copy
36.	**24801 (Sale Deed)**	January 06, 2016	**Ramprastha Infrastructure Private Limited**	**Vatika Infracon Private Limited**	Certified true copy
37.	**29946 (Sale Deed)**	February 26, 2016	**Ramprastha Sare Landholding Company One Private Limited**	**Vatika Infracon Private Limited**	Original

For SENSATIONAL REALTORS LLP

Partner

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38.	**29956 (Sale Deed)**	February 26, 2016	**Ramprastha Developers Private Limited** and **Ramprastha Buildwell Private Limited & others**	**Vatika Infracon Private Limited**	Original
39.	**16811 (Sale Deed)**	September 16, 2016	**B.S. Yadav,** son of Deepchand & others	**Vatika Infracon Private Limited**	Certified true copy
40.	**1163 (Sale Deed)**	May 29, 2019	**Vatika Infracon Private Limited**	**Sensational Realtors LLP**	Original
41.	**1461 (Sale Deed)**	June 13, 2019	**Vatika Infracon Private Limited**	**Sensational Realtors LLP**	Original
42.	**1870 (Sale Deed)**	July 02, 2019	**Vatika Infracon Private Limited**	**Sensational Realtors LLP**	Original
43.	**2707 (Sale Deed)**	August 09, 2019	**Vatika Infracon Private Limited**	**Sensational Realtors LLP**	Original
44.	**2858 (Sale Deed)**	August 22, 2019	**Vatika Infracon Private Limited**	**Sensational Realtors LLP**	Original

For SENSATIONAL REALTORS LLP

Partner

GODREJ PROPERTIES LTD.

Authorized Signatory

Godrej Properties Limited
Regd. Office: Godrej One,
5th Floor, Pirojshanagar,
Eastern Express Highway,
Vikhroli (E), Mumbai- 400 079. India
Tel.: +91-22-6169 8500
Fax: +91-22-6169 8888
Website: www.godrejproperties.com

CIN: L74120MH1985PLC035308

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS OF GODREJ PROPERTIES LIMITED AT ITS MEETING HELD ON APRIL 10, 2023

"RESOLVED THAT in supersession to the resolution passed by the Management Committee of the Board of Directors at its Meeting held on February 02, 2023, the Management Committee of the Board of Directors hereby approves and grants its consent for the execution of and the transactions contemplated under the following agreement(s):

a) **Sale Deed:** to be entered into with Sensational Realtors LLP (hereinafter referred to as "Seller") to purchase and acquire the contiguous, freehold pieces and/or parcels of land admeasuring 113 Kanal 13 Marla (approximately 14.20625 acres) situated at village Hayatpur, Tehsil Harsaru, Sector 89, District Gurugram, Haryana from Seller on ownership basis, together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession on terms and conditions as set out in the Sale Deed.

b) **Escrow Agreement:** to be entered into with Seller and escrow agent to appoint the escrow agent to hold and keep in its custody all the post-dated bank cheques to be issued by the Company in favour of the Seller to secure the payment of balance sale consideration as defined in the Sale Deed and on such terms and conditions as mentioned in the Escrow Agreement.

RESOLVED FURTHER THAT Mr. Anuj Shandilya (Senior General Management - Regional Head – North), Mr. Digvijay Yadav (Senior General Manager, Legal & Secretarial), Mr. Gautam Babbar (General Manager, Business Development), Mr. Abhishek Sharma (Deputy General Manager - BD Deal Analyst), Mr. Niraj Lodha (Senior Manager - Business Development) and Mr. Ranjit Bhambhu (Executive – Legal) (hereinafter referred to as "Authorised Signatories") be and are hereby severally authorized to sign, seal and execute the Sale Deed and Escrow Agreement (hereinafter collectively referred to as Transaction Agreements) and any other documents incidental to the Transaction Agreements with a power to supplement or amend the Transaction Agreements and to sign other papers, indemnities and to take necessary steps to give effect to the above resolution for and on behalf of the Company and do all such acts, deeds, writings and things to finalize the above.

RESOLVED FURTHER THAT Authorised Signatories be and are hereby authorised to admit execution and register Transaction Agreements and other document(s) at the sub-Registrar's office and also to collect original registered documents from office of the Sub-Registrar on behalf of the Company.

Godrej

RESOLVED FURTHER THAT the authority conferred by this resolution will be valid and subsisting till the above Authorised Signatories are in the employment of Godrej Properties Limited or any of its affiliate companies/entities and shall ipso facto cease to be operative on earlier of the date on which it is revoked by a resolution passed by the Board of Directors or its Committee or the date on which the Authorised Signatories cease to be in employment of Godrej Properties Limited or any of its affiliate companies/entities."

For Godrej Properties Limited

Ashish

Ashish Karyekar
Company Secretary and Compliance Officer

Date of Issue: April 17, 2023

SENSATIONAL REALTORS LLP.

Regd Off: G-1/B, Ground Floor, NDM-2, Block-C Plot No.- D-1,2,3, Netaji Subhash Place Delhi 110034
(LLPIN - AAO-0529)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF PARTNERS OF SENSATIONAL REALTORS LLP. IN ITS MEETING HELD ON MARCH 16, 2023 AT THE REGISTERED OFFICE OF THE LLP AT G-1/B, GROUND FLOOR, NDM-2, PLOT NO. D-1,2,3, NETAJI SUBHASH PLACE, DELHI - 110034

"**RESOLVED THAT** Mr. Praveen Kurele, Designated Partner of the LLP. be and is hereby authorized to sign and execute for and on behalf of the firm/ LLP i.e. SENSATIONAL REALTORS LLP, necessary Sale Deed/ Conveyance Deed, Escrow Agreement and other documents in relation to sale of land admeasuring 113 Kanal 13 Marla (approximately 14.20625 acres) comprised in Rectangle No. 68, Killa No. 22/1 (4-4), 22/2 (3-2), 23/1 (2-11), 10/2 Min (3-9), 12/1(1-16), 12/2(6-4), 19(8-0), 9/2(4-13), 11(8-0), 20/1(3-7), Rectangle No. 69, Killa No. 6/1(1-4), 15(8-0), 16/2(7-18), 17/1(2-8), 4/3(4-0), 6/2(6-16), 7(8-0), 14/1(4-13), 12/2(5-6), 13(8-0), 19/1(3-10), Rectangle No. 71, Killa No. 2/1/2 (3-15), 3/1/1 (1-13), 2/2/2 (1-13), 3/1/3/1 (0-9), 9/1/1 (1-2) situated at Village Hayatpur, Tehsil Harsaru, Sector 89, District Gurugram, Haryana in the name of Godrej Properties Limited having its Registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and its regional office at 3rd Floor, UM House, Tower A, Plot No. 35, Sector 44, Gurugram – 122002 and/or to appear before the office of Registering Authority/ Sub-Registrar concerned for the purpose of the Registration of said Sale Deed/ Conveyance Deed and to do all other legal acts, deeds and things as may be required as per records of the Company for the aforesaid purposes.

CERTIFIED TO BE TRUE COPY
M/s SENSATIONAL REALTORS LLP

PRAVEEN KURELE
DESIGNATED PARTNER
DIN: 01137229

PRIETY KURELE
DESIGNATED PARTNER
DIN: 01137101