Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 01/12/2022

Certificate No. G0A2022L1397

GRN No. 96784008

Stamp Duty Paid : ₹ 189070000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Indiabulls Housing Finance limited

H.No/Floor : 5f Sector/Ward : X LandMark : Building no 27 kg marg

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

Phone: 97******69

Buyer / Second Party Detail

Name : Modgen Developers Private limited

H.No/Floor : 6f Sector/Ward : 65 LandMark : M3m tee point north block

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 92******97

Purpose : Non Judicial Stamp Paper for Sale Certificate

10501
08/12/2022

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

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

1.	Type of Deed	:	Conveyance Deed
2.	Village Fazilpur Jharsa Badshahpur	:	58 kanal 5 marla 61 kanal 15 marla
3.	Tehsil & District	:	Badshahpur, Gurugram
4.	Type of Property	:	Agricultural Land
5.	Transaction Value	:	Rs.270,10,00,000/-
6.	Stamp duty	:	Rs.18,90,70,000/-
7.	Stamp Certificate No.& Date	:	G0A2022L1397/01.12.2022
8.	GRN	:	96784008
9.	Registration Fees	:	Rs.50,003/-
10.	Registration Fees GRN No.	:	96784381

(1)

This Conveyance Deed is made and executed under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of the powers conferred under Section 13 read with Rules 8 and 9 of the Security Interest (Enforcement) Rules, 2002.

THIS CONVEYANCE DEED is made and executed on this 08th day of December, 2022 at Badshahpur, District Gurugram.

BY

Indiabulls Housing Finance Limited

प्रलेख क्र.:10501 मुद्रण दिनांक 08/12/2022 04:17 PM पंजीकरण दिनांक:08-12-2022

वसीका संबंधी विवरण

वसीका का नाम CERTIFICATE OF SALE URBAN AREA WITHIN MC

तहसील/सब-तहसील- बादशाहपुर गांव/शहर- फाजिलपुर झाडसा स्थित- INSIDE R/ZONE (GENUINE AREA)

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर अन्य क्षेत्र

पता : FAZILPUR JHARSA

धन संबंधी विवरण

राशि- 2700999936 रुपये कुल स्टाम्प शुल्क- 189070000 रुपये

स्टाम्प नं- GOA2022L1397 E-Challan 96784381 स्टाम्प का मूल्य- 189070000 रुपये

रजिस्ट्रेशन फीस- 50000 रुपये पेस्टिंग शुल्क- 3 रुपये

सेवा शुल्क- 200

द्वारा तैयार किया गया- JP SHARMA ADV

भूमि का विवरण

कृषि चाही

यह प्रलेख आज दिनांक 08-12-2022 दिन गुरुवार समय 4 17:00 PM बजे श्री/श्रीमती/कुमारी रेड पार्कस प्रा.लि.(Red Parks P... रजि. ऑफिस-114 असल चैम्बर-II-6 भिकाजी कामा प्लेस OTHERS AWADH SUSRIVASTAVA OTHER निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी (बादशाहपुर

रेड पार्कस प्रा.लि.(Red Parks Pvt Ltd) रजि. ऑफिस-114 असल चैम्बर-II-6 भिकाजी कामा प्लेस

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 संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है |

उप/सयुक्त पंजीयन अधिकारी
(बादशाहपुर)

दिनांक 08-12-2022

रेड पार्कस प्रा.लि.(Red Parks Pvt Ltd) रजि. ऑफिस-114 असल चैम्बर-II-6 भिकाजी कामा प्लेस

उपरोक्त दावेदार व श्री/श्रीमती/कुमारी MODGUN DEVELOPERS PVT LTD thro VYOM SHAKTI NIGAM OTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता 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 JP SHARMA पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी [illegible]ENDER SHARMA पिता BIDYA DUTT SHARMA निवासी UTTAM NAGAR WEST DELHI ने की | साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी सं. 2 की पहचान करता है |

उप/सयुक्त पंजीयन अधिकारी
(बादशाहपुर)

दिनांक 08-12-2022

2

Indiabulls Housing Finance Ltd. (*"IHFL"*), a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and having its Registered Office at 5th Floor, Building No. 27, KG Marg, Connaught Place, New Delhi – 110001 and Corporate Office at Plot No. 422B, Phase IV, Udyog Vihar, Sector 18, Gurugram-122016 (Haryana), through its Authorized Officer **Mr. Awadhesh Srivastava (Aadhar No. 3671 6575 7737),** who has been authorised vide Board Resolution dated 05.02.2020 (hereinafter referred to as **"IHFL"** which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and assigns) of the **FIRST PART.**

IN FAVOUR OF

Modgen Developers Private Limited [CIN: **U70109HR2021PTC094805**, PAN: **AAOCM5623N**] having Registered Office at **6th Floor, M3M Tee Point, North Block, Sector-65, Gurugram 122101 (Haryana),** through Authorised representative **Mr. Vyom Shakti Nigam (Adhaar No. 3594 5167 7912)**, who is authorized vide Board Resolution dated 30.11.2022 (hereinafter referred to as **"Purchaser"** which expression shall, unless it be repugnant to the subject or context thereof, mean and include its executors, administrators, legal representatives, heirs, successors and assignees as the case may be) of the **SECOND PART.**

WHEREAS **Kore Communities India Pvt. Ltd.** and **Red Parks Pvt. Ltd.,** with **Dhruva Realty Projects Ltd., Joshu PTE. Ltd., Simpson Estates Pvt. Ltd., Trikar Property Opportunities Pvt. Ltd.** and **Unitech Miraj Projects Pvt. Ltd.,** as **Corporate Guarantors,** along with **Ramesh Chandra, Ajay Chandra** and **Sanjay Chandra** as **Guarantors,** (hereinafter collectively referred to as the **"Borrower"**).

AND WHEREAS **M/S. RED PARKS PVT LIMITED** was owner in possession of **land admeasuring 120 kanal 0 marla or 15.00 acres situated in the revenue estate of villages Fazilpur Jharsa & Badshahpur, Sector 69, District Gurugram, Haryana detailed as under:**

VILLAGE	RECT. NO.	KILLA NO.	AREA	
			KANAL	MARLA
FAZILPUR JHARSA	51	11/2	1	16
		19/2	3	0
		20	8	0
		21	8	0
		22	3	14
		TOTAL	24 KANAL 10 MARLA OR 3.062 ACRES	

Indiabulls Housing Finance Limited

3

Reg. No.	Reg. Year	Book No.
10501	2022-2023	1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru IHFL OTHERS AWADHESH SRIVASTAVAOTHER रेड प्लेक्स प्रा.लि.(Red Parks Pvt Ltd) रजि. ऑफिस-114 अंसल चैम्बर-II-6 भिकाजी कामा प्लेस

दावेदार :- thru VYOM SHAKTI NIGAMOTHERMODGEN DEVELOPERS PVT LTD

गवाह 1 :- JP SHARMA

गवाह 2 :- JITENDER SHARMA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10501 आज दिनांक 08-12-2022 को बही नं 1 जिल्द न 575 के पृष्ठ नं 165.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 231 के पृष्ठ संख्या 100 से 103 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अगूठा मेरे सामने किये है |

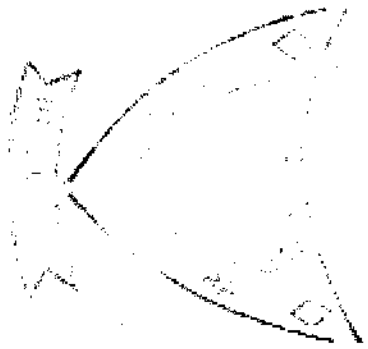
दिनाक 08-12-2022

उप/सयुक्त पंजीयन अधिकारी(बादशाहपुर)

FAZILPUR JHARSA	51	9/1	4	4
		TOTAL	4 KANAL 4 MARLA OR 0.525 ACRES	
FAZILPUR JHARSA	51	1/2	1	11
		10/1	4	18
		10/2	3	2
		2/2	0	5
		11/1	6	4
		TOTAL	16 KANAL 0 MARLA OR 2.0 ACRES	
FAZILPUR JHARSA	52	15/2/1 (earlier 15/2)	0	18
		16/1 (earlier 16)	3	17
		TOTAL	4 KANAL 15 MARLA OR 0.593 ACRES	
FAZILPUR JHARSA	52	6/1/1 (earlier 6/1)	0	11
		6/2/1 (earlier 6/2)	2	12 (earlier 11)
		6/3/1 (earlier 6/3)	1	13 (earlier 14)
		15/1/1 (earlier 15/1)	4	0
		TOTAL	8 KANAL 16 MARLA OR 1.10 ACRES	
BADSHAHPUR	42	1 Min	1	3
		2 Min	1	7
		9	8	0
		10	7	18
		11	6	13

Indiabulls Housing Finance Limited

5



6

		12	8	0
	43	6	1	1
		15	3	7
	42	19	8	0
		22	8	0
	65	2	8	0
		3/1	0	6
		TOTAL	61 KANAL 15 MARLA OR 7.718 ACRES	
		GRAND TOTAL	120 KANAL 0 MARLA 0R 15.00 ACRES SITUATED IN THE REVENUE ESTATE OF VILLAGES FAZILPUR JHARSA & BADSHAHPUR, SECTOR 69, DISTRICT GURUGRAM, HARYANA, OWNED BY M/S. RED PARKS PVT LIMITED	

(hereinafter called the SAID PROPERTY)

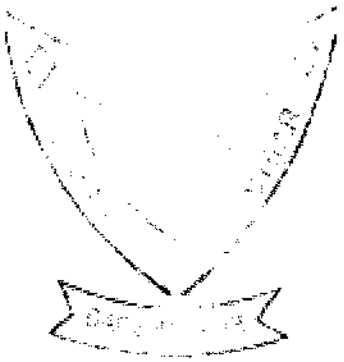
OUT OF TOTAL LAND AREA OF 15 ACRE, 12 MTR. WIDE SERVICE ROAD FALLING UNDER LAND AREA ADMEASURING 871.024 SQ. MTR. AND 24 MTR. WIDE SECTOR ROAD FALLING UNDER 5855.67 SQ. MTR. LAND HAS BEEN TAKEN OVER AS PER DTCP MEMO NO. STP (G) 2019/3212 DTD 27.06.2019 IN LINE WITH APPROVED SECTOR PLAN.

BUT EXCLUDING:

All that pieces or parcels of Unit(s)/Property(ies)/Flat(s) as under together with all the present and/or future structures, buildings, furniture, fixtures, fittings, standing and/or plant and machinery installed/to be installed and/or constructed/to be constructed thereon and all the present and future title, interests and/or rights of M/s. Neil Maxinfra Pvt. Ltd. therein, (including the rights, interests, voting shares mentioned in the Amended Deed of Declaration dated 30.09.2020):

Indiabulls Housing Finance Limited

7



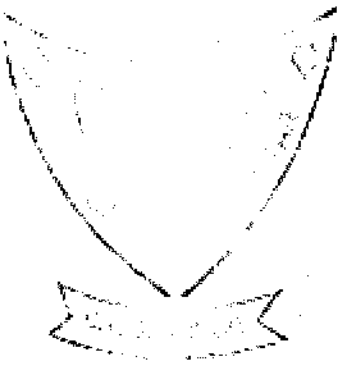
S. NO.	Unit(s)/ Property(ies)/ Flat(s) No.	Tower	Floor	Super Area (in Sq.ft.)	Carpet Area (in sq. fts.)
1	Ground Floor	4	Entire Ground	52,640	36,388
2	101	4	Entire First	55,332	37,753
3	201	4	Entire Second	57,163	39,280
4	301	4	Entire Third	57,426	39,664
5	401	4	Entire Fourth	57,426	39,664
6	501	4	Entire Fifth	57,242	39,394
7	601	4	Entire Sixth	53,328	36,074
Grand total				3,90,557	2,68,217

Entire seven (7) Units/Flats/Properties of Tower 4, having total super area admeasuring around 3,90,557 sq. fts. or 36283.93 sq. mtrs.. (i.e. 2,68,217 sq. fts. carpet area) in the aggregate, together with proportionate right to use the 1st basement (Tower no.4) , 2nd basement (Tower No. 4) , 3rd basement (Tower no. 4) and Mumty and Machine Room (Tower no. 4) and 519 number of car-parking spaces in the basements and 217 number of car parking spaces on the Ground and allocated/to be allocated for the aforesaid Unit(s)/Flat(s)/Property(ies) constructed on following land parcel as per the Part-Occupancy Certificate issued by DTCP on 08.11.2019:

VILLAGE	RECT. NO.	KILLA NO.	AREA	
			KANAL	MARLA
FAZILPUR JHARSA	51	11/2 Min	0	17
		20 Min	4	2
		TOTAL	4 KANAL 19 MARLA OR 0.61875 ACRES	
FAZILPUR JHARSA	51	1/2 Min	0	13
		10/1 Min	2	1
		10/2 Min	1	8
		11/1 Min	2	18
		TOTAL	7 KANAL 0 MARLA OR 0.875 ACRES	

Indiabulls Housing Finance Limited

9

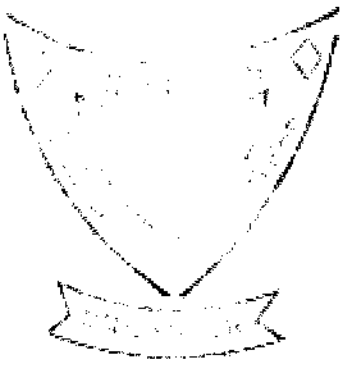


FAZILPUR JHARSA	52	15/2/1	0	18
		16/1	3	17
		TOTAL	4 KANAL 15 MARLA OR 0.59375 ACRES	
FAZILPUR JHARSA	52	6/1/1	0	11
		6/2/1	2	12
		6/3/1	1	13
		15/1/1	4	0
		TOTAL	8 KANAL 16 MARLA OR 1.10 ACRES	
		GRAND TOTAL	25 KANAL 10 MARLA OR 3.1875 ACRES SITUATED IN THE REVENUE ESTATE OF VILLAGES FAZILPUR JHARSA & BADSHAHPUR, SECTOR 69, DISTRICT GURUGRAM, HARYANA, OWNED BY M/S. RED PARKS PVT. LIMITED	

1.THE TOWER NO. 4 /UNIT(S)/PROPERTY(IES)/FLAT(S) IS/ARE EQUIPPED WITH THE FOLLOWING AMENITIES-

HVAC	CENTRALIZED PLANT IN BASEMENT
CHILLERS	*3*450 (2W+1S) TR WATER COOLED CENTRIFUGAL CHILLER WITH VFD*
CERTIFICATION	IGBC SILVER GREEN BUILDING
BUILDING MANAGEMENT SYSTEM	CENTRALIZED MEP CONTROL SYSTEM
ELEVATORS	8 PASSENGER ELEVATORS + 2 MRL BASEMENT TO GROUND FLOOR + 2 SERVICE LIFTS
AHUs	4 NOS. INDEPENDENT UNITS ON EACH FLOOR
POWER	11 KV FROM 33/11 KV SUBSTATION WITH 100% BACK-UP THROUGH DG SETS
TRANSFORMER	2*2000 KVA
DG SETS	2*1500 KVA & 1*1010 KVA + 1500 KVA (STANDBY)

Indiabulls Housing Finance Limited



2. THE ENTIRE TOWER NO. 4 HAS FLOOR AREA RATIO OF 29,410.88 SQ. MTR. I.E. 3,16,578.71 SQ. FT. AS PER OCCUPATION CERTIFICATE ISSUED BY THE OFFICE OF DIRECTOR, TOWN AND COUNTRY PLANNING DEPARTMENT, HARYANA *VIDE* MEMO NO. ZP-828/JD(RD)/2019/27453 DATED 08.11.2019.

3. TOWER NO.4 HAS THREE INTERNAL WINGS, BEING "A", "B" AND "C", WHICH ARE INTER-CONNECTED.

AND WHEREAS **M/S. RED PARKS PVT LIMITED** have mortgaged its said **land admeasuring 120 kanal 0 marla or 15.00 acres situated in the revenue estate of villages Fazilpur Jharsa & Badshahpur, Sector 69, District Gurugram, Haryana,** to the IHFL for, inter-alia, securing the financial facilities against the respective Loan Account Numbers, offered by IHFL:

S.NO.	LOAN ACCOUNT NO.	FINANCIAL FACILITY (IN RS.)
1.	**S000240493**	**159,00,00,000/- (Rupees One Hundred Fifty Nine Crore Only)**
2.	**S000240494**	**94,00,00,000/- (Rupees Ninety Four Crore Only)**
3.	**S000240503**	**10,00,00,000/- (Rupees Ten Crore Only)**
4.	**S000240489**	**15,00,00,000/- (Rupees Fifteen Crore Only)**
5.	**S000240490**	**48,00,00,000/- (Rupees Forty Eight Crore Only)**
6.	**S000240491**	**10,00,00,000/- (Rupees Ten Crore Only)**
7.	**S000240492**	**65,00,00,000/- (Rupees Sixty Five Crore Only)**

(hereinafter referred to as **"said Loan"**) on the terms and conditions contained in the loan agreement(s) dated 25.06.2018 (hereinafter referred to as the said **"Agreement"**). Further, the said Loan was also secured by way of above said Property.

AND WHEREAS the **Borrower** failed to perform their part of the contract to pay above said loan and IHFL was constrained to file a suit under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") in the Court of Sh. Amit Khatri, I.A.S., District Magistrate, Gurugram vide Case No. 187/SA/DM.

India Bulls Housing Finance Limited

13



14

AND WHEREAS in exercise of powers conferred under Section 14 of the "SARFAESI Act" the District Magistrate announced his decision on 15.09.2020 vide Endorsement No.3553-56/PB dated 18.09.2020 the IHFL was entitled to take the possession of the said Property under Section 14(1) of the "SARFAESI Act" and accordingly authorised officer of the IHFL has taken the physical possession of above said property.

AND WHEREAS, after taking the possession the IHFL has affected has affected e-auction of the property, held on 14.11.2022 wherein the said Purchaser was declared highest bidder for **Rs.270,10,00,000/- (Rupees Two Hundred Seventy Crore Ten Lakh only)** vide IHFL's Letter dated 14.11.2022 and the authorized officer of IHFL issued a Sale Certificate dated 08.12.2022 under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of the powers conferred under Section 13 read with Rules 8 and 9 of the Security Interest (Enforcement Rules, 2002), to the Purchaser confirming the sale of the said Property in favour of the Purchaser on the terms and conditions specified in the said Sale Certificate.

AND WHEREAS, the IHFL had handed over the possession of the said Property on 08.12.2022 to the Purchaser and the Purchaser acknowledging having taken over the possession from the IHFL, has requested the IHFL to execute this Sale Deed which the IHFL has agreed thereto, on the terms and conditions as appearing hereinafter.

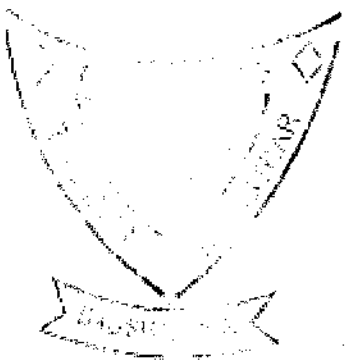
NOW THEREFORE THIS SALE DEED WITNESSETH AS HEREUNDER:

1. The IHFL has sold the said property i.e. **land admeasuring 120 kanal 0 marla or 15.00 acres situated in the revenue estate of villages Fazilpur Jharsa & Badshahpur, Sector 69, District Gurugram** to the Purchaser on **"As is where is basis"** under the SARFAESI Act and the rules framed thereunder and the IHFL has issued the Sale Certificate dated 08.12.2022 to the Purchaser. The Sale Certificate is annexed herewith as **"Annexure A"**.
2. The Purchaser have paid the total sale price/consideration of **Rs.270,10,00,000/- (Rupees Two Hundred Seventy Crore Ten Lakh only)** to the IHFL and the IHFL hereby confirms having received the said amount as under:

Amount (Rs.)	DD/Ch./Online/RTGS	Dated	Drawn
Rs.27,00,00,000/-	500672	14.11.22	ICICI
Rs.40,52,50,000/-	000682	15.11.22	ICICI
Rs.49,96,85,000/-	ICICR52022120800387382/SBIN0004079/Indiabulls	08.12.22	ICICI
Rs.49,96,85,000/-	ICICR52022120800388360/SBIN0004079/Indiabulls	08.12.22	ICICI
Rs.49,96,85,000/-	ICICR52022120800387925/SBIN0004079/Indiabulls	08.12.22	ICICI
Rs.49,96,85,000/-	ICICR52022120800385709/SBIN0004079/Indiabulls	08.12.22	ICICI
Rs.2,70,10,000/-	as 1% TDS of the total sale consideration has been deposited by the Purchaser against the said property according to Income Tax Act under Section 194IA		

Housing Finance Limited

15



3. The vacant, peaceful and physical possession of the said Property has already been handed over by the IHFL to the Purchaser on 08.12.2022 and the Purchaser do hereby acknowledges having taken over the vacant, peaceful and physical possession of the said Property and agrees that the amounts like taxes, cess, electricity charge, water charges, maintenance charges, all other charges and liabilities, whether statutory or otherwise, of whatsoever nature outstanding on the said Property are to be paid by the Purchaser only and the IHFL shall not be liable/responsible to pay the same.

4. The IHFL has handed over all the original documents which were is possession of the IHFL as mortgagee in respect of the said Property detailed as under :

S. No.	Type of Document	Document No.	Dated	Seller	Buyer
1.	Sale Deed	2876	11.08.2017	1.Zanskar Builders Pvt. Ltd. 2.Zanskar Realtors Pvt. Ltd. 3.Somerville Developers Ltd. 4.Sublime Properties Pvt. Ltd. 5.Landscape Builders Ltd. 6.QNS Facility Management Pvt. Ltd. 7.Unitech Limited	Red Parks Pvt. Ltd.
2.	Amendment cum Supplemental Agreement	561	01.05.2017		

5. That the Purchaser has complied with the other terms and conditions of the sale.

6. The said Property can be used and enjoyed by the Purchaser as absolute owners and the Purchaser is also entitled to sell, mortgage, transfer, assign, use the said Property and the IHFL has no right, interest, share or concern over the said Property.

7. The Purchaser may get its name mutated in respect of the said Property in revenue/gram panchayat/municipal/Government records.

8. All legal expenses such as stamp duty, registration fee, advocate fee, typing charges, transfer fee, any other charges/expenses etc which are necessary for execution and registration of this Conveyance/Sale Deed, has been borne by the Purchaser.

Indiabulls Housing Finance Limited

17



IN THE WITNESS WHEREOF, the parties above mentioned have executed this Sale Deed on the day, month and year mentioned first hereinabove at Gurugram in the State of Haryana in presence of following witnesses.

DRAFTED BY
As per Instruction Given
By Seller & Purchaser

JP SHARMA (ADVOCATE)
GURUGRAM

THE PARTY OF THE FIRST PART
Indiabulls Housing Finance Ltd.
Through

Indiabulls Housing Finance Limited

(Awadhesh Srivastava)

THE PARTY OF THE SECOND PART
Modgen Developers Private Limited
through

(Vyom Shakti Nigam)

IN THE PRESENCE OF:

1.

IDENTIFIED BY ME
After Seen Aadhar Card of Parties
(Not Responsible if Id is not Genuine)

JP SHARMA (ADVOCATE)
GURUGRAM

2.

Jitender Sharma
S/o Bidya Dutt Sharma
C-68 Vishwas Park
Delhi - 110059

19



20