

Sale of Immovable Properties



**Indian-Non Judicial Stamp
Haryana Government**



Date : 07/05/2024

Certificate No. G0G2024E4266



Stamp Duty Paid : ₹ 338100000
(Rs. Only)

GRN No. 116395866



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ireo residences Company Pvt ltd

H.No/Floor: F64

Sector/Ward: Na

LandMark: Malviya nagar

City/Village: Delhi

District: South delhi

State: Delhi

Phone: 88*****46

Others: Adson software pvt ltd fiverivers township pvt ltd core realtors pvt ltd
regal green land pvt ltd ornamental realtors commander realtors pvt
ltd fiverivers buildcon pvt ltd aspirant buildcon bulls realtors pvt ltd
ireo pvt ltd



Buyer / Second Party Detail

Name: Oberoi Realty Limited

H.No/Floor: T1

Sector/Ward: Na

LandMark: International business park

City/Village: Goregaon east

District: Mumbai

State: Maharashtra

Phone: 88*****46

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 SALE DEED DATED 7TH MAY 2024

वसीका संबंधी विवरण		
वसीका का नाम SALE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- वजीराबाद	गांव/शहर- घाटा	स्थित- Ghata
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पंजीकृत कॉलोनी
पता : 2/47, Sector 58, 122102, 122102		
धन संबंधी विवरण		
राशि- 4830000128 रुपये		कुल स्टाम्प शुल्क- 338100000 रुपये
स्टाम्प नं- G0G2024E4266		स्टाम्प का मूल्य- 338100000 रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:116396407	पेंटिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- MANOJ YADAV ADV		सेवा शुल्क- 200
भूमि का विवरण		
निवासीय		9341.03 Sq. Yards
स्थानीय शहरी निकाय संबंधी विवरण		
पॉपर्टी आईडी- 1CU01AW4	पॉपर्टी नं- 2/47	मालिक- Iren
पता- 2/47, Sector 58, 122102, 122102		

यह प्रलेख आज दिनांक 08-05-2024 दिन बुधवार समय 12:06:00 PM बजे श्री/श्रीमती/कुमारी IREO RESIDENCES COMPANY PVT LTD, RAJENDER KUMAR YADAV OTHER, ADSON SOFTWARE PVT LTD, VIPUL DAGAROTHER, FIVERIVERS TOWNSHIP PVT LTD, VIPUL DAGAROTHER, HARD CORE REALTORS PVT LTD, VIPUL DAGAROTHER, REGAL GREEN LAND PVT LTD, VIPUL DAGAROTHER, ORNAMENTAL REALTORS PVT LTD, VIPUL DAGAROTHER, COMMANDER REALTORS PVT LTD, VIPUL DAGAROTHER, ASPIRANT BUILDERS PVT LTD, VIPUL DAGAROTHER, BULLS REALTORS PVT LTD, VIPUL DAGAROTHER, FIVERIVERS BUILDCON PVT LTD, VIPUL DAGAROTHER, IREO PVT LTD, VIPUL DAGAROTHER, निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

दस्तावेज प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी NT Wazirabad

IREO RESIDENCES COMPANY PVT LTD, ADSON SOFTWARE PVT LTD, FIVERIVERS TOWNSHIP PVT LTD, HARD CORE REALTORS PVT LTD, REGAL GREEN LAND PVT LTD, ORNAMENTAL REALTORS PVT LTD, COMMANDER REALTORS PVT LTD, ASPIRANT BUILDERS PVT LTD, BULLS REALTORS PVT LTD, FIVERIVERS BUILDCON PVT LTD, IREO PVT LTD

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।

दिनांक 08-05-2024

संयुक्त उप पंजीयन अधिकारी NT Wazirabad

IREO RESIDENCES COMPANY PVT LTD, ADSON SOFTWARE PVT LTD, FIVERIVERS TOWNSHIP PVT LTD, HARD CORE REALTORS PVT LTD, REGAL GREEN LAND PVT LTD, ORNAMENTAL REALTORS PVT LTD, COMMANDER REALTORS PVT LTD, ASPIRANT BUILDERS PVT LTD, BULLS REALTORS PVT LTD, FIVERIVERS BUILDCON PVT LTD, IREO PVT LTD

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी OBEROI REALTY LTD, SAUMIL ASHWIN DARUOTHER, 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 में वर्णित अग्रिम अंदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी PRITAM KUMAR पिता, निवासी ADV GGM व श्री/श्रीमती/कुमारी ASMITA CHAUDHARY NAGPAL पिता, निवासी ADV GGM ने की।

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

दिनांक 08-05-2024

संयुक्त उप पंजीयन अधिकारी NT Wazirabad

THIS SALE DEED ("this Deed / this Indenture") is made at Gurugram on this 7th day of May, 2024;

BY AND BETWEEN

IREQ RESIDENCES COMPANY PRIVATE LIMITED (CIN: U74900DL2010PTC204169), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017, acting through its Authorized Signatory (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **FIRST PART**

AND

ADSON SOFTWARE PRIVATE LIMITED (CIN No. U72200DL2005PTC137099), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi 110049, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 1**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **SECOND PART**

AND

FIVERIVERS TOWNSHIP PRIVATE LIMITED (CIN No. U45200DL2007PTC160345), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi 110015, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 2**" which expression shall unless repugnant to the context or



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Reg. No.

Reg. Year

Book No.

2526

2024-2025

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विक्रेता



क्रेता



गवाह

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru RAJENDER KUMAR YADAVOTHER IREQ RESIDENCES COMPANY PVT LTD thru VIPUL DAGAROTHER ADSON SOFTWARE PVT LTD thru VIPUL DAGAROTHER FIVERIVERS TOWNSHIP PVT LTD thru VIPUL DAGAROTHER HARD CORE REALTORS PVT LTD thru VIPUL DAGAROTHER REGAL GREEN LAND PVT LTD thru VIPUL DAGAROTHER ORNAMENTAL REALTORS PVT LTD thru VIPUL DAGAROTHER COMMANDER REALTORS PVT LTD thru VIPUL DAGAROTHER ASPIRANT BUILDERS PVT LTD thru VIPUL DAGAROTHER BULLS REALTORS PVT LTD thru VIPUL DAGAROTHER FIVERIVERS BUILDCON PVT LTD thru VIPUL DAGAROTHER IREQ PVT LTD

क्रेता :- thru SAUMIL ASHWIN DARUOTHEROBEROI REALTY LTD

गवाह 1 :- PRITAM KUMAR

गवाह 2 :- ASMITA CHAUDHARY NAGPAL

प्रमाण पत्र



meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **THIRD PART**

AND

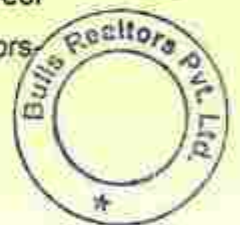
HARD CORE REALTORS PRIVATE LIMITED (CIN No. U74899DL2005PTC141526), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi 110017, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 3**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **FOURTH PART**

AND

REGAL GREEN LAND PRIVATE LIMITED (CIN No. U70101DL2005PTC142381), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at 304, Kanchan House, Karampura Commercial Complex, New Delhi 110015, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 4**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **FIFTH PART**

AND

ORNAMENTAL REALTORS PRIVATE LIMITED (CIN No. U70101DL2005PTC139514), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi 110049, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 5**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its



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legal representatives, successors-in-title, successors-in-interest and administrators) of the **SIXTH PART**

AND

COMMANDER REALTORS PRIVATE LIMITED (CIN No. U70101DL2005PTC139529), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi 110049, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 6**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **SEVENTH PART**

AND

FIVERIVERS BUILDCON PRIVATE LIMITED (CIN No. U45200DL2006PTC156373), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi 110015, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 7**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **EIGHTH PART**

AND

ASPIRANT BUILDERS PRIVATE LIMITED (CIN No. U45201DL2006PTC145842), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi 110015, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 8**" which expression shall unless repugnant to the context or



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meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest and administrators) of the **NINTH PART**

AND

BULLS REALTORS PRIVATE LIMITED (CIN No. U70109DL2006PTC154709), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi 110049, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 9**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest, and administrators) of the **TENTH PART**

AND

IREQ PRIVATE LIMITED (CIN No. U70101DL2004PTC125163), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi 110049, acting through its Authorized Signatory (hereinafter referred to as the "**Vendor 10**" which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives, successors-in-title, successors-in-interest, and administrators) of the **ELEVENTH PART**

AND

OBEROI REALTY LIMITED (CIN: L45200MH1998PLC114816), a company incorporated under the provisions of the Companies Act, 1956 and being a company validly existing within the meaning of the Companies Act, 2013 and having its registered and corporate office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off W.E. Highway, Goregaon (E), Mumbai - 400063, acting through its Authorized Signatory (hereinafter referred to as "**the Purchaser**", which expression shall unless repugnant to the context or meaning thereof mean and include it, its legal representatives,





successors-in-title, successors-in-interest, administrators, nominees and assigns) of the **TWELFTH PART**

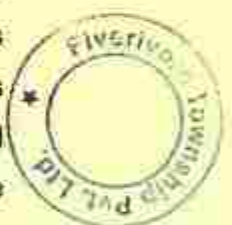
Vendors 1 to 10 are hereinafter collectively referred to as the "**Vendors**".

The Company, the Vendors and the Purchaser are collectively referred to as the "**Parties**" and individually as a "**Party**" as the context may require.

WHEREAS:

A. By and under an Agreement for Sale dated 17th November, 2023 registered with the Office of the Sub-Registrar of Assurances under Serial No.15771 of 2023 executed between the Company, Vendors and the Purchaser ("**said Agreement**"), the Vendors with the confirmation of the Company, agreed to convey, transfer and assign in favour of the Purchaser, the land admeasuring approximately 14.816 Acres equivalent to 59,956.20 square meters, situated at Village Ghata, Tehsil Wazirabad, Sector-58, Gurugram in the State of Haryana, which are more particularly described in the **First Schedule** hereunder written and shown delineated by a red colour boundary line and shaded in yellow colour on the plan annexed as **Annexure A** hereto (hereinafter referred to as the "**Project Land**") together with the Existing Buildings (defined below) constructed thereon in the manner and on the terms and conditions and for the consideration set out therein. The said Agreement was duly stamped and stamp duty of Rs.100/- (Rupees One Hundred) paid thereon under Article 5(c) of Schedule IA to the Indian Stamp Act, 1899 (as applicable to the State of Haryana).

B. The Vendors had granted the Company the exclusive rights to develop the Project Land by diverse development agreements and the Company has made full and final payment of all monies and consideration payable to the Vendors and the Vendors jointly and severally confirm that no further amounts or consideration of any nature whatsoever is required to be paid or provided by the Company to the Vendor. The Company has thus commenced the development of group housing/residential project on the Project Land comprised of 5 (five)





residential towers identified on the sanctioned Building Plan dated 3rd July 2013 each tower comprising of 2 (two) level of basements plus 30 (thirty) upper habitable floors with approximately 18,00,000 square feet of built up area (hereinafter referred to as "Existing Buildings").

C. Prior to the date hereof,-

(i) The Company and Vendors have applied to the Director General Town and Country Planning, Haryana, Chandigarh ("DTCP") for transfer of (I) License No.63 of 2009 dated 3rd November 2009, (II) License No.107 of 2010 dated 20th December 2010 and (III) License No.60 of 2012 dated 11th June 2012 (collectively "Existing Licenses") in respect of the Project Land in favour of the Purchaser, and have thereby also sought for permission for the sale and conveyance of the Project Land to the Purchaser. In response thereto, the DTCP issued its permission vide its Letter No.LC-5281/PA(SK)/2024 dated 24th April, 2024 ("DTCP Sale Approval"), whereby DTCP has permitted the sale and conveyance of the Project Land by the Company and Vendors in favour of the Purchaser and has granted in-principal approval for transfer of the Existing Licenses insofar as the Project Land is concerned, in favour of the Purchaser. A copy of the DTCP Sale Approval is hereto annexed and marked as Annexure "B" hereto.

(ii) The Vendors had applied for 'change in developer' in the Existing Licenses as per the Change in Beneficial Interest Policy of Director General Town and Country Planning, Haryana, Chandigarh ("DTCP") issued under Memo No. PF-51A/2015/2708 dated 18th February 2015 in favour of the Purchaser to the extent of the Project Land.

(iii) The Vendors had applied to DTCP for TOD License (defined below) in favour of the Purchaser for grant of additional 1.75 FAR over and above the Current FSI of 1.75 pursuant to the 'Transit Oriented Development' Policy notified vide Notification No. CCP(NCR)/TOD/2016/343 dated 9th February 2016 by



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DTCP as amended from time to time (hereinafter referred as the "TOD Policy") in so far as the Project Land is concerned.

- (iv) The Company has paid all pending EDC/IDC dues for the period upto the date of execution of the said Agreement. The Company shall pay all further EDC/IDC dues that may be demanded for the period upto the date of execution of the said Agreement if payable as per the terms of the said Agreement.
- (v) The Company has paid dues, charges, penalties and amounts in relation to the Existing Licenses and there are no sums outstanding in respect thereof. The Company shall pay all further dues, charges, penalties and amounts in relation to the Existing Licenses as may be required to ensure and obtain the transfer of Existing Licenses pertaining to the Project Land in favour of the Purchaser if payable as per the terms of the said Agreement.
- (vi) The Company and the Vendors have on 17th November 2023, handed over and delivered the quiet, vacant, and peaceful possession of the Project Land and the Existing Buildings to the Purchaser.
- (vii) The Company and the Vendors have executed a Power of Attorney dated 17th November, 2023 registered before the Office of the Sub-Registrar of Assurances under Serial No.937 of 2023 ("the POA") authorizing and empowering the Purchaser to undertake the various acts, deeds, matters and things more particularly mentioned therein in accordance with the said Agreement. The POA continues to be valid, binding and subsisting and is irrevocable.
- (viii) The Company and the Vendors have provided the Purchaser with certificates from their Chartered Accountants in accordance with Section 81 of the Central GST Act, 2017.



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(ix) The Company and the Vendors have provided the Purchaser with certificates issued by their respective Chartered Accountants confirming that the Project Land is stock-in-trade in their books of accounts.

D. Capitalised terms used herein but not defined herein shall have the meaning ascribed to it in the said Agreement.

E. In the said Agreement, the Monetary Consideration is a sum of Rs.597,00,00,000/- (Rupees Five Hundred and Ninety Seven Crore) out of which *inter-alia* (a) a sum of Rs.127,00,00,000/- (Rupees One Hundred and Twenty Seven Crore) (i.e. the Monetary Consideration Part 2) is payable by the Purchaser to the Company and is to be used by the Company to obtain the TOD License and which is inclusive of the EDC/IDC for full utilisation of TOD FSI on the Project Land, as mentioned at Clause 4(b)(iv) of the said Agreement, and, (b) a sum of Rs.28,25,00,000/- (Rupees Twenty Eight Crore Twenty Five Lakh) (i.e. the Statutory Charges Tranche Payment of the Monetary Consideration Part 1) is payable by the Purchaser to the Company and is to be used by the Company to pay stamp duty and registration charges on the Transaction Documents and statutory fees, charges and expenses comprised in Company Costs, as mentioned at Clause 4(b)(i)(VII) of the said Agreement.

F. After discussions and negotiations, the Parties have now agreed that the Purchaser shall directly pay to the DTCP and other statutory authorities (a) the amount of Rs.127,00,00,000/- (Rupees One Hundred and Twenty Seven Crore) being the Monetary Consideration Part 2, and, (b) the amount of Rs.28,25,00,000/- (Rupees Twenty Eight Crore Twenty Five Lakh) being the Statutory Charges Tranche Payment of the Monetary Consideration Part 1. The Parties have agreed that the balance Monetary Consideration of Rs.442,00,00,000/- (Rupees Four Hundred and Forty-Two Crore) has been partly paid / shall continue to be payable by the Purchaser to the Company in accordance with the said Agreement read with this Deed.





G. The Company Costs shall no longer include the costs for (i) obtainment of TOD License which is inclusive of the EDC/IDC for full utilisation of TOD FSI on the Project Land, (ii) statutory fees and charges comprised in the Company Costs as mentioned at Clause 4(b)(i)(VII) of the said Agreement upto an amount of Rs.10,00,00,000/- (Rupees Ten Crore only) and (iii) all the stamp duty and registration charges on the said Agreement and this Deed, which shall now be included as Purchaser Costs and the Company and Vendors shall not be required to bear and pay the costs mentioned at sub-clauses (i), (ii) and (iii) herein. Consequently, the Company Costs related obligations of the Company and Vendors in the said Agreement for sub-clauses (i), (ii) and (iii) herein will now be on the Purchaser. The Purchaser shall pursue the obtainment of TOD License diligently with DTCP and all other government and statutory authorities and the aforesaid agreement mentioned in Recitals F and G shall not affect the Company's rights to receive and the Purchaser's obligation to continue to provide the Company Area Part 2 to the Company out of the TOD FSI in accordance with the said Agreement. The term 'Company Costs' and 'Purchasers Costs' shall be read and construed accordingly. Consequentially, in case the Purchaser is unable to obtain the TOD License within 12 (twelve) months from the date hereof, then the Company shall have option to obtain the TOD License as per said Agreement within 6 (six) months thereafter, for which Purchaser shall provide all reasonable support and co-operation as may be required. As and when such TOD License is received, Purchaser shall be liable to provide the Company Area Part 2 (defined below) as mentioned in Recital H(I)(ii) hereinbelow.

H. In fulfilment of the terms of the said Agreement, the Vendors and the Company are desirous of granting, conveying, selling, transferring, assigning and assuring unto the Purchaser absolutely and forever with clear and marketable title free from all encumbrances (save and except the rights with respect to the apartments in the Existing Project created by the Company in favour of the Existing Customers listed in Annexure D to the said Agreement), the said Project Land and the Existing



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Buildings for the following consideration paid / payable in the manner as set out in the said Agreement, -

(i) **Company Area**

(i) Out of the Current FSI, the Purchaser shall construct, complete with occupation certificate and deliver to the Company 4,00,000 square feet of residential Saleable Area equivalent to 27,526 square meters residential FSI and 2,96,296 square feet residential FSI together with proportionate car parking spaces ("**Company Area Part 1**"). As mentioned in the said Agreement, the Company Area Part 1 shall be primarily used by the Company to satisfy the claims of its Existing Customers.

(ii) Out of the TOD FSI, the Purchaser shall construct, complete with occupation certificate and deliver to the Company 3,25,000 square feet of residential Saleable Area equivalent to 22,365 square meters residential FSI and 2,40,740 square feet residential FSI or such proportionate area thereof depending on how much TOD FSI is finally sanctioned together with proportionate car parking spaces ("**Company Area Part 2**").

(iii) Out of the Additional TDR that may be loaded on the said Project Land if desired by the Purchaser, the Purchaser shall construct and deliver to the Company either 20% of the total Saleable Area derived out of utilisation of the Additional TDR or 12% of the total Saleable Area derived out of utilisation of the Additional TDR, together with proportionate car parking spaces as set out in Clause 3A(s) of the said Agreement ("**Company Area Part 3**").

(iv) The Company Area Part 1, the Company Area Part 2 and Company Area Part 3 are collectively referred to as "**the Company Area**".



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(v) It is clarified that no area will be given to the Company from any Retail / Commercial / Non-Residential Saleable Area in the Project.

(II) **Monetary Consideration**

A sum of Rs.442,00,00,000/- (Rupees Four Hundred and Forty Two Crore) is partly paid / payable by the Purchaser to the Company within the timelines mentioned in the said Agreement and which shall be used by the Company for the purposes set out in Clause 4(b) of the said Agreement.

I. On or prior to the execution of this Deed, the Purchaser has paid to the Company with the confirmation of the Vendors, a part of Monetary Consideration amounting to Rs.212,00,00,000/- (Rupees Two Hundred and Twelve Crores only) less TDS thereon of Rs.2,17,00,000/- (Rupees Two Crore and Seventeen Lakh only) is deducted resulting in sum of Rs.209,83,00,000/- (Rupees Two Hundred and Nine Crore and Eighty Three Lakh only) in the following manner (the respective payments and receipt whereof the Company does hereby admit and acknowledge and does discharge the Purchaser therefrom forever),-

(i) On execution of Memorandum of Understanding dated 2nd March 2022 executed between the Parties, a sum of Rs.20,00,00,000/- (Rupees Twenty Crore) less TDS of Rs.20,00,000/- (Rupees Twenty Lakh only) resulting in a sum of Rs.19,80,00,000/- (Rupees Nineteen Crore Eighty Lakh only);

(ii) On execution of the said Agreement, a sum of Rs.87,00,00,000/- (Rupees Eighty Seven Crore only) less TDS of Rs.92,00,000/- (Rupees Ninety Two Lakh only) resulting in a sum of Rs.86,08,00,000/- (Rupees Eighty Six Crore and Eight Lakh only);

(iii) After the execution and registration of the said Agreement and prior to the execution and registration of this Deed, a sum of



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Rs.40,00,00,000/- (Rupees Forty Crore) less TDS of Rs.40,00,000/- (Rupees Forty Lakh) towards the Unsettled Existing Customers Tranche Payment of the Monetary Consideration Part 1;

- (iv) Simultaneous with the execution and registration of this Indenture, a sum of Rs.65,00,00,000/- (Rupees Sixty Five Crore) less TDS of Rs.65,00,000/- (Rupees Sixty Five Lakh only) resulting in a sum of Rs.64,35,00,000/- (Rupees Sixty Four Crore Thirty Five Lakh only) into the Company's Designated Account and to be utilized by the Company only in the manner as set out in Clause 4(b)(III) of the said Agreement.

J. As required by Rule 114(b) of the Income-tax Rules and Section 139A of the Income Tax Act, 1961,

- (i) The Company states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AACCI3321F;
- (ii) The Vendor 1 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AAFC2459P;
- (iii) The Vendor 2 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AABCF0684R; and
- (iv) The Vendor 3 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AABCH6092F; and
- (v) The Vendor 4 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AADCR1522Q; and
- (vi) The Vendor 5 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AAACO8015E; and
- (vii) The Vendor 6 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AAGCC6431A; and



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- (viii) The Vendor 7 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AABCF0342G; and
- (ix) The Vendor 8 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AAACA5751Q; and
- (x) The Vendor 9 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AACCB9696A; and
- (xi) The Vendor 10 states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AAACO6644B; and
- (xii) The Purchaser states that it is assessed to Income Tax and the Permanent Account Number allotted to it is AABCK0235H.

K. In fulfilment of the terms of the said Agreement, the Parties have now agreed to execute this Deed for effectuating the sale, transfer, conveyance and assignment of the said Project Land and the Existing Buildings in favour of the Purchaser, free from all encumbrances, claims and doubts, with a clear and marketable title (save and except the rights of Existing Customers as mentioned in the said Agreement), at or for the said Consideration and in the manner appearing hereinafter. This Sale Deed is the principal instrument used by the Parties under Section 4 of the Indian Stamp Act, 1899 (as applicable to the State of Haryana) to effect the transaction of sale and conveyance of the Project Land and this Sale Deed is duly stamped and full stamp duty is paid thereon under Article 23 of Schedule IA to the Indian Stamp Act, 1899 (as applicable to the State of Haryana).

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Parties confirm that all the Recitals, Schedules and Annexes to this Indenture shall form part and parcel of operative part of this Indenture and shall be read accordingly.



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17. *Signature*

2. The Company and the Vendors and the Purchaser hereby confirm the correctness of all their respective statements, representations, declarations, and assurances contained in the foregoing Recitals hereto.

3. **DEFINITIONS AND INTERPRETATION**

In addition to the terms otherwise defined through this Deed, the following terms shall have the following meaning:

(a) "TOD FSI" means the 1.75 FSI (on the Project Land) admeasuring 1,04,900 square metres FSI equivalent to 11,29,000 square feet FSI equivalent to 15,24,150 square feet Saleable Area and, that is over and above the Current FSI and to be obtained under the TOD Policy by way of the TOD License in accordance with Applicable Law and the said Agreement.

(b) "Additional TDR" means the additional TDR (on the Project Land) that shall be utilised by the Purchaser in the Project as mentioned in said Agreement. The Additional TDR is over and above the Total FSI and the GRIHA FSI.

(c) "Applicable Law" shall mean any statute, legislation, treaty, code, law, regulation, ordinance, rule, notification, judgment, order, decree, by-law or approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, of any of the foregoing, by any competent authority / Governmental Authority having jurisdiction over the matter in question.

(d) "BIP Approval" means the final approval issued by DTCP in the name of the Purchaser granting change of beneficial interest or change in developer in the Existing Licenses in so far as the Project Land is concerned in favour of the Purchaser in



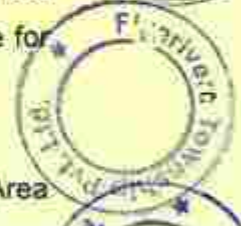
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accordance with the Change in Beneficial Interest Policy, 2015 and Applicable Law.

- (e) **"Change in Beneficial Interest Policy, 2015"** shall mean the policy notified by the Government of Haryana vide no.PF-51A/2015/2708 dated 18th February 2015 titled as "Policy Parameters for allowing Change in Beneficial Interest, viz. Change in Purchaser, Assignment of Joint Development rights and/or Marketing Rights, etc." issued under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules framed thereunder, including the clarification dated 31st March 2016 issued by DTCP in regard thereto and as amended from time to time.
- (f) **"Company's Designated Account"** shall mean the Bank Account No. 6648497936 opened in Kotak Mahindra Bank Limited, Sewa Corporate Park, MG Road, Gurugram Branch which is solely operated by the Escrow Trustee.
- (g) **"Current FSI"** means the 1.75 FSI (on the Project Land) admeasuring 1,04,900 square metres FSI which is equivalent to 11,29,000 square feet FSI equivalent to 15,24,150 square feet Saleable Area, that is presently sanctioned and permissible for construction and utilisation on the Project Land.
- (h) **"Purchaser Area"** shall mean all the residential Saleable Area except the Company Area, and, all the retail/commercial/mercantile/non-residential Saleable Area.
- (i) **"Encumbrance"** means any mortgage, lien, charge, assignment by way of security, third party rights, claims, interest, restriction or limitation of any nature, whatsoever, including any covenant for restriction on use or transfer, any arrangement (for the purpose of, or which has the effect of, granting security), or any agreement, whether conditional or otherwise, to create any of the





above, notices of acquisition or requisition, prohibitory, or court orders, decree or attachment (either before or after judgment).

- (j) "Escrow Trustee" means Catalyst Trusteeship Limited.
- (k) "Governmental Authority" shall mean any government authority, statutory authority, department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or State of Haryana, DTCP, HUDA, MCG, GMDA, local authority, Haryana Real Estate Regulatory Authority, Department of GST, etc. or any other local authority having jurisdiction over any matter pertaining to the construction and development of the Project.
- (l) "GRIHA FSI" (also known as Green FSI) means the FSI (on the Project Land) that the Purchaser is entitled to obtain and avail due to getting the Project certified and rated from Green Rating for Integrated Habitat Assessment. The GRIHA FSI is over and above the Total FSI.
- (m) "IDC" shall mean and refer to Infrastructure Development Charges.
- (n) "TOD License" means the separate and independent license of only the Project Land (and no other lands) to be issued by DTCP in the name of the Purchaser which will sanction TOD FSI issued by the DTCP under the TOD Policy having group housing component of approximately 93% and commercial component not exceeding 7% over the entire Project Land and that shall permit and sanction the consumption and utilisation of the Total FSI of 3.50 on the Project Land in accordance with the provisions of the TOD Policy and Applicable Law.
- (o) "Project" shall mean and include the construction, development, sale, Marketing, administration, and monetization of the Project



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Land by the Purchaser in the manner it deems fit and proper by utilization of the Project FSI and construction and completion of the New Buildings which shall comprise of a mix of commercial/mercantile/office/non-residential Saleable Area (not to exceed 7% of the Total FSI), and residential Saleable Area.

- (p) "Project FSI" means the aggregate of the Current FSI, TOD FSI, GRIHA FSI and Additional TDR.
- (q) "Saleable Area" is computed on residential apartments at 135% of FSI and is computed on retail / commercial / mercantile units at 180% of FSI respectively. The factor of [saleable area: FSI] shall be uniform for the Company Area and the Purchaser Area in the Project. It is clarified that wherever the Saleable Area is expressed in numbers of square feet in the said Agreement, the same is on the basis of Saleable Area for residential apartments.
- (r) "Total FSI" means the 3.50 FSI (on the Project Land) admeasuring 2,09,800 square metres FSI which is equivalent to 22,58,000 square feet FSI equivalent to 30,48,300 square feet Saleable Area and, that is the aggregate of the Current FSI and TOD FSI.
- (s) "Transaction Documents" shall mean the documents executed / to be executed between the Company, Vendors, Purchaser and/or allottees of the Company Area and the Purchaser Area in respect of the transaction contemplated under said Agreement.

4. SALE AND TRANSFER

In pursuance of the aforesaid and in consideration of (a) the sum of Rs.442,00,00,000/- (Rupees Four Hundred and Forty Two Crore) payable by the Purchaser to the Company out of which the Purchaser has already paid a sum of Rs.212,00,00,000/- (Rupees Two Hundred and Twelve Crores only) less TDS thereon of Rs.2,17,00,000/- (Rupees Two Crore and Seventeen Lakh only) is deducted resulting in sum of



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Rs.209,83,00,000/- (Rupees Two Hundred and Nine Crore and Eighty Three Lakh only) (the payment and receipt whereof the Company doth hereby admit and acknowledge the same and of and from and every part thereof do hereby acquit, release and discharge the Purchaser absolutely and forever) and the balance whereof shall be payable by the Purchaser in the manner stated at Clause 4(b) of the said Agreement and other provisions of the said Agreement read with Clause 5 below, and (b) the Purchaser delivering the Company Area to the Company in accordance with the said Agreement read with this Deed, being the full and final consideration payable by the Purchaser to the Company, towards the sale, transfer, conveyance, and grant and assignment of the said Project Land and the Existing Buildings, **THE VENDORS AND THE COMPANY** do and each of them do hereby jointly and severally sell, grant, convey, transfer, assign, release and assure unto and in favour of the Purchaser, absolutely and forever, with a clear and marketable title and free from all encumbrances, doubts and claims (save and except as disclosed in writing to the Purchaser), the said Project Land, being all those pieces and parcels of land collectively admeasuring 14.816 Acres equivalent to 59,956.20 square meters approximately, situated at Village Ghata, Tehsil Wazirabad, Sector-58, Gurugram in the State of Haryana and more particularly described in the **First Schedule** hereunder written and shown delineated by a red colour boundary line and shaded in yellow colour on the plan annexed as **Annexure A** hereto, together with the Existing Buildings i.e. 5 (five) residential towers identified on the sanctioned Building Plan dated 3rd July 2013 each tower comprising of 2 (two) level of basements plus 30 (thirty) upper habitable floors with approximately 18,00,000 square feet of built up area, standing thereon which the Purchaser has informed the Company and Vendors shall be demolished by the Purchaser in accordance with Clause 7(b) of the said Agreement (collectively "**said Property**") **TOGETHER WITH** all and singular the fences, compound walls, edifices, court yards, areas, compounds, walls, boundary walls, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, commons, gullies, walls, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Property or any part thereof





belonging to or arising from or in any wise appertaining to the same now or at or any time hereto before usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto and also together with all the benefits, and advantages, directly and/or indirectly attached to and/or arising out of the said Property or any part/s thereof **AND ALL THE ESTATE**, right, title, interest, use, inheritance, possession, possibility, property, all rights and benefits and entitlements in the Property and all benefit, claim and demand whatsoever both at law or equity or otherwise in to out/and of or upon the said Property, hereditaments and premises hereby conveyed and every part thereof **AND TO HAVE AND TO HOLD** all and singular the said Property, the hereditaments and premises hereby granted, released, conveyed sold, transferred, assured and assigned or intended or expressed so to be with their and every of their rights, members and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the Purchaser, its successors-in-interest and assigns absolutely and forever **SUBJECT HOWEVER TO** the payment by the Purchaser of all future rents, rates, taxes and assessments in relation to the said Property that shall become chargeable and payable for the period subsequent to the date of this Deed to the DTCP or the concerned Municipal Corporation or the Grampanchayat or Government any other public body or local authority in respect thereof **AND** the water and electricity connections, if any, pertaining to the said Property shall stand transferred / issued in the name of the Purchaser **AND THE VENDORS AND THE COMPANY DO HEREBY JOINTLY AND SEVERALLY COVENANT WITH THE PURCHASER** that notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Company or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed omitted or knowingly or willingly suffered to the contrary, the Vendors and the Company do now have in themselves good right, full power and absolute authority to grant, sell, convey, transfer, assure and assign the said Property hereby granted, sold, conveyed, transferred, assured and assigned or intended so to be in manner aforesaid **AND THAT** the Purchaser has been put in quiet, vacant and peaceful possession of the Property **AND THAT** it shall be lawful for the Purchaser from time to time and at all times





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hereafter to peaceably and quietly enter upon, use, occupy and possess and enjoy the said Property with their appurtenances, hereditaments and premises hereby granted, conveyed, sold, transferred, assured and assigned, and receive all the rents and profits thereof and every part thereof for its own use and benefit without any suit, let, trouble, eviction, interruption, claim, demand or whatsoever from or by the Vendor or the Company or by any person or persons lawfully claiming or to claim, from through under or in trust for it/them or any of them **AND THAT** the Purchaser shall be freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise well and sufficiently saved defended kept harmless and indemnified from and against all former and other acts of the Vendors or the Company or any other person or persons lawfully or equitably claiming through the Vendors **AND THAT** the Vendors, Company and Purchaser shall ensure that the original title deeds and documents in respect of the said Property as set out in **Part 1** of the **Second Schedule** hereunder written shall be released and handed over to the Purchaser in accordance with Recital E(vii) of the said Agreement **AND** for the original title deeds as set out in **Part 2** of the **Second Schedule** hereunder written that are presently deposited with a trustee, the Company and the Vendors do hereby accord a covenant for production of the said title deeds to the Purchaser and the Company and the Vendors do covenant that they shall at all times unless prevented by fire or some such similar natural calamity or disaster produce and cause to be produced the original title deeds listed in **Part 2** of the **Second Schedule** hereunder written to the Purchaser (which relate as well to the said Property as to other properties belonging to the Vendors and the possession of which documents shall be delivered to the Escrow Trustee to be appointed by the Vendors and the Company of the one part and the Purchaser of the other part in accordance with Recital A(xi) of the said Agreement) for the purpose of showing its title to the said Property described in the **First Schedule** hereunder written or any part thereof **AND THE COMPANY AND VENDORS** jointly and severally covenant that the other lands (other than the Project Land) comprised in original title deeds as listed in **Part 2** of the **Second Schedule** hereunder written hereto shall continue to be dealt with by the Company / Vendors in the





manner they deem fit provided no mortgage / charge / Encumbrance shall be created on the Project Land **AND FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Property hereby granted conveyed, sold, transferred, assured and assigned, by from through under or in trust for them, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and register or cause to be done and executed and register all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting and assuring the said Property hereby granted conveyed sold, transferred, assured and assigned unto and to the use and benefit of the Purchaser in the manner aforesaid and all acts, things and matters as are necessary to enable the Purchaser to mutate its name in the revenue records of the said Land **AND** the Vendors and Company do hereby confirm and record that on execution of this Deed, the Purchaser is the sole and exclusive owner of the said Property and that ever since 17th November 2023, the Purchaser has been solely and exclusively seized and possessed of the said Property.

5. **PAYMENT AND PROVISION OF BALANCE CONSIDERATION**

- (a) The Purchaser is obligated to make payment of the balance Consideration of Rs.230,00,00,000/- (Rupees Two Hundred and Thirty Crore only) being the aggregate of (I) Rs.90,00,00,000/- (Rupees Ninety Crore only) i.e. the Third Tranche Payment of the Monetary Consideration Part 1, is payable simultaneous to the receipt of the TOD License as mentioned at Clause 4(b)(i)(IV) of the said Agreement or in case the TOD License is not obtained and the Purchaser proceeds to develop the Project on the Project Land utilizing the Current FSI and GRIHA FSI as mentioned at Recital I and Clause 3A(I) of the said Agreement, then in such a case, the Third Tranche Payment of the Monetary Consideration Part 1 shall be payable in the manner as set out in Proviso (A), (B) and (C) to Clause 4(b)(i)(IV) of the said Agreement, (II)



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Rs.115,00,00,000/- (Rupees One Hundred and Fifteen Crore) i.e. the Fourth Tranche Payment of the Monetary Consideration Part 1, is payable on or prior to the 365th day from the date of receipt of the TOD License as mentioned at Clause 4(b)(i)(V) of the said Agreement or in case the TOD License is not obtained and Purchaser proceeds to develop the Project on the Project Land utilizing the Current FSI and GRIHA FSI as mentioned at Recital I and Clause 3A(I) of the said Agreement, then in such a case, the Fourth Tranche Payment of the Monetary Consideration Part 1 shall be payable on or prior to the 365th day from the date of occurrence of the last of (a) BIP Approval and (b) renewal and revalidation of the Existing Licenses, which have already been renewed, (III) An amount equal to Rs.25,00,00,000/- (Rupees Twenty-Five Crore) out of Rs.65,00,00,000/- (Rupees Sixty Five Crore) i.e. the balance of the Unsettled Existing Customers Tranche Payment of the Monetary Consideration Part 1, is payable towards settlement of the Unsettled Existing Customers at any time from the date of execution and registration of the said Agreement until the date of obtainment of the TOD License as per Clause 4(b)(i)(VI) of the said Agreement, as and when demanded by the Company as customers are settled. If Unsettled Existing Customers are settled then all amount shall be paid by Purchaser promptly on demand by the Company. In case of part Unsettled Existing Customers are settled then pro rata amount pertaining to such settled customers of the Unsettled Existing Customers shall be paid by the Purchaser promptly on demand by the Company in accordance with the said Agreement. It is expressly clarified that all the terms and conditions of the said Agreement (as modified herein) including with respect to the Monetary Consideration, the payment thereof by the Purchaser and the utilisation thereof by the Company, continue to remain fully valid, binding and subsisting and the Parties shall continue to comply with all the terms and conditions thereof.



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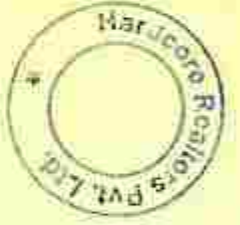
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(b) The Purchaser shall construct, complete with occupation certificate and deliver to the Company the Company Area Part 1, in accordance with the said Agreement. The Purchaser shall pursue the obtainment of TOD License diligently and on obtainment of the TOD License shall utilise the TOD FSI to construct, complete with occupation certificate and deliver to the Company the Company Area Part 2, in accordance with the said Agreement. In case the Purchaser decides to utilise the Additional TDR and obtains the requisitions approvals therefor, the Purchaser shall construct, complete with occupation certificate and deliver to the Company the Company Area Part 3, in accordance with the said Agreement. It is expressly clarified that all the terms and conditions of the said Agreement including with respect to the Company Area, the construction and delivery thereof by the Purchaser, the sales/marketing of the Company Area by the Company, continue to remain fully valid, binding and subsisting and the Parties shall continue to comply with all the terms and conditions thereof.

(c) The Company Area and the Monetary Consideration to be provided/paid / payable by the Purchaser to the Company as mentioned in the said Agreement and in this Deed, is the full, final and all-inclusive consideration payable by the Purchaser to the Company. It is expressly agreed and clarified between the Parties that the Company/Vendors shall not have any unpaid vendor's lien or charge (as contemplated under Section 55(4) of the Transfer of Property Act, 1882 or otherwise howsoever) on the Project Land or the Project or any part thereof.

CONTINUANCE OF THE SAID AGREEMENT

(a) It is expressly clarified and agreed between the Parties that the said Agreement continues to remain in full force and effect and continues to remain valid, binding and subsisting on the Parties. The execution and registration of this Deed and the full effectuation of the sale and conveyance of the said Property to



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the Purchaser is but one of the plethora of terms and conditions of the said Agreement. By virtue of execution and registration of this Deed, the said Agreement has not stood superseded by this Deed nor has the said Agreement stood merged into this Deed in any manner whatsoever.

- (b) For the sake of abundant caution and perspicacity, it is once again reiterated and agreed between the Parties that notwithstanding execution of this Deed and the completion of sale and conveyance of the said Property to the Purchaser, all the Parties shall continue to fully comply with and adhere to all the terms and conditions of the said Agreement and all other Transaction Documents executed between the Parties as modified by this Deed. In case of any inconsistency between the said Agreement and this Deed, the said Agreement shall prevail as modified by this Deed, but provided however, that the sale and conveyance of the said Property in favour of the Purchaser shall not be affected.

7.

REPRESENTATIONS AND WARRANTIES

The Vendors and the Company do hereby jointly and severally, represent, warrant, covenant, declare and state as under:

- (a) The Vendors are the sole and absolute owners of and are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Project Land, free from all claims, encumbrances, claims and doubts whatsoever and their title is clear and marketable except rights of Existing Customers as mentioned in the said Agreement.
- (b) The Vendors and the Company have placed the Purchaser in quiet, vacant and peaceful possession of the said Project Land and the Existing Buildings as the owners thereof.
- (c) Neither the Vendors nor any of them nor anyone on their behalf has created any third party rights in respect of the said Project



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Land or any part thereof and no person has any right, title, claim and/ or interest of any nature whatsoever in respect of the said Project Land or any part thereof whether by way of sale, mortgage, lien, charge, gift, lease, trust, tenancy, possession, occupation or otherwise howsoever except rights of Existing Customers as mentioned in the said Agreement.

(d) The Vendors have validly acquired the said Project Land and the Vendors have good right, full power and absolute authority to sell, transfer and convey the said Property in favour of the Purchaser in the manner contemplated under said Agreement and in this Indenture. Further, the Vendors have paid the entire consideration as was payable to their predecessors-in-title in respect of the said Project Land, and that there is no unpaid vendor's lien or charge upon the said Project Land or any part thereof.

(e) Till date, no claims of any nature whatsoever have been received from any of the predecessors-in-title of the Company / Vendors and/or any persons claiming through from or under them.

(f) The representations, warranties, undertaking and covenants provided by the Vendors as set out in the said Agreement and this Indenture are true and correct and the Vendors hereby confirm the same.

(g) The description of the said Project Land as mentioned in the **First Schedule** hereunder written is true, correct and complete in all respects.

(h) The Vendors and the Company have good right, full power and absolute authority to sell, transfer and convey in favour of the Purchaser, the Property the manner contemplated under this Indenture.

(i) There are no encroachments, trespassers, tenants, occupants or licensees on the said Property or any part thereof. The Vendors



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/ Company have not encroached upon any adjoining lands. there are no boundary disputes in respect of the Project Land between the Company/Vendors and any third parties.

- (j) The title of the Company and the Vendors in respect of the Project Land, the Current FSI, their entitlement to apply for and obtain the Project FSI for the Purchaser as contemplated in the said Agreement, is clear and marketable and free from all Encumbrances, except rights of Existing Customers as mentioned in the said Agreement and no third-party rights or interest have been created therein.
- (k) None of the Company/Vendors have received any notices, claims and demands from the Government and any of its departments in respect of payment of stamp duty, or penalties, or unearned income, on any past documents/ instruments or subsequent documents / instruments in respect of the said Project Land or any part thereof.
- (l) The Project Land has 16.7 meter wide frontage/access on the service road that is further connected to 60-meter-wide sector road of sectors 58 and 61 shown shaded in blue colour on the plan annexed and marked as **Annexure A** hereto.
- (m) Except the sale to the Existing Customers, no part of the FSI or development potential of the Project Land and/or the Project FSI and/or Units/Premises in the New Buildings have been utilized by the Company/Vendors and/or any third party.
- (n) Except the consents from the majority of the Existing Customers, no consent from any third party is required for the sale, conveyance and transfer of the Project Land and Existing Buildings to the Purchaser or for the grant of the Purchaser's Rights to the Purchaser under the said Agreement and for construction and marketing of the Project as stipulated under this Agreement or otherwise for the exercise by the Purchaser of its rights in respect of the Project Land, the Project, the Current FSI,



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- (o) Save and except as disclosed in writing to the Purchaser, there are no pending litigations or proceedings in any Court of Law or tribunal or arbitration or any *Lis Pendens*.
- (p) There is no attachment or injunction in respect of the Project Land or the FSI/development potential thereof, or in respect of the development thereof.
- (q) There is no easement, impediment, prohibition, restriction under any contract of any Applicable Law or negative covenant running with the Project Land, whereby the Company/Vendors are in any manner restrained, prohibited, prevented from in any manner selling, conveying and transferring the Project Land and Existing Buildings to the Purchaser.
- (r) Other than to the Existing Customers, no third-party rights and/or allotment of any nature whatsoever has been undertaken with respect to any units/premises on the Project Land or in the Existing Project or any part thereof, of any nature whatsoever.
- (s) There is no prohibitory order or order of attachment related to direct or indirect taxes in respect of the Project Land preventing or restraining the Company/Vendors from entering into the said Agreement and this Deed or which could affect in any manner whatsoever the rights of the Purchaser under the said Agreement and the said Deed.
- (t) To the best of our knowledge, the Project Land and the Project are not affected in any manner whatsoever under the provisions of Prevention of Money Laundering Act 2002 or the Foreign Exchange Management Act, 1999 or any proceedings/investigations of any department of the Government, Central and/or State, CBI, Enforcement Directorate, local body, public authority, court, or tribunal.



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- (u) The Purchaser will be entitled to utilize, consume, and exploit the entire Current FSI and TOD FSI on the Project Land for the Project as per the terms of said Agreement and this Deed.
- (v) Except the rights of the Existing Customers, no person/s other than the Company/Vendors have any right, claims or demand in respect of the Project Land and the Project FSI and that the Company and the Vendors have the absolute right, and authority to enter into and execute this Agreement and will not do any act of commission or omission whereby the rights of the Purchaser under the said Agreement and this Deed may be prejudicially affected.
- (w) No part of the Project Land is forest land (either protected forest or reserved forest or private forest or akin to forest) and the Project Land is also not affected by Coastal Regulation Zone under the CRZ Notifications of 19th February, 1991 and/or 6th January, 2011 and/or 18th January 2019.
- (x) No part of the Project Land is notified under the Punjab Land Preservation Act, 1900.
- (y) No portion of the Project Land is required to be surrendered or handed over for further road widening or any other reservations of any nature to any government or semi-government or any other authority.
- (z) There is no temple, mosque, church or any other place of worship on the Project Land or any portion thereof. No part of the Project Land is dedicated orally or in writing to religious or charitable uses or used as a place of worship by them.
- (aa) No part of the Project Land has been dedicated as a wakf.
- (bb) Nobody either as a co-owner, coparcener, partner, tenant, has any right, title interest, claim or demand of any nature



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whatsoever in to or upon the Project Land or any part thereof including by way of sale, agreement for sale, charge, lien, mortgage, gift, HUF, trust, lease, sub-lease, license, tenancy, easement, encumbrance, or otherwise howsoever.

- (cc) There are no minors who have right, title and interest in the Project Land or any part thereof.
- (dd) There is no landlocked land owned by any third party within the Project Land.
- (ee) The Company has paid to-date all demands raised pertaining to the property taxes, municipal taxes on the Project Land and every part thereof and all stamp duties on title documents.
- (ff) No charge has been created over the Project Land by the Company in favour of the Company's affiliates.

- (gg) There are no disputes or differences between the Vendors / Company with respect to the sale and transfer of the said Property in favour of the Purchaser and/or receipt of the said Consideration amount by the Company as mentioned in this Indenture.

- (hh) To the best of their knowledge, the Vendors and the Company are in compliance with all applicable laws and regulations, rules, directive, notification, circular and/or statute in respect of the said Project Land.

- (ii) There is no winding up notices or petitions or insolvency proceedings that are pending against the Vendors / Company (other than Vendor 10) in any Courts of law. There are no pending proceedings filed or initiated against the Vendors/Company with respect to the said Project Land under the Insolvency and Bankruptcy Code, 2016, Provincial Insolvency Act, 1920, the Presidency Towns Insolvency Act,



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THE END OF THE BEGINNING

1909, Recovery of Debts due to Banks and Financial Institutions Act, 1993, the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or for appointment of any Resolution Professional / Liquidator / Administrator / Recovery officer.

- (jj) There are no restrictions on the use and/or transfer of the said Property or any part thereof in any manner including under the laws relating to grant or any other local laws or otherwise.
- (kk) There is no income tax, wealth tax, sales tax, excise or other direct or indirect taxation proceedings, whether for recovery or otherwise, initiated by any taxation authorities or other governmental authorities or local authorities pending whereby the said Property is in any way affected and/or jeopardized.

- (ll) To the best of their knowledge, the Vendors and/or the Company have not done any act, deed or thing which can be construed as a breach of any law, regulations, rules, contract, directive, notification, circular and/or statute which affects the title of the Vendors and/or the Company to the said Property or have resulted or may result in payment of any fine or penalty to the Government or any other authority in respect thereof.

- (mm) There are no pending disputes or other proceedings whether for recovery or otherwise initiated by any statutory authorities or local authorities pending whereby the title of the Vendors and/or the Company to the said Property, as set out in this Deed, is in any way affected and/or jeopardized.

- (nn) No receiver or assignee has been appointed in respect of the said Property or any part thereof and no possession, actual or constructive, has been handed over to any such receiver or assignee.

- (oo) There are no outstanding encumbrances, mortgages, charges, pledge, lease, leave and license, lien, power of attorney given to any third party in respect of the said Property nor have the



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Vendor and/or its predecessors-in-title raised or availed of any loans from any banks, credit societies or any financial institutions or any other person against the same.

(pp) No notice or notification is issued under any Ordinance, Act, Statutes, Rules or Regulation (State or Central) including under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 affecting the said Land whereby the Vendors / Company are prevented from selling or disposing the said Property or whereby the full and absolute ownership of the Vendors / Company in respect of the said Property is in any manner restricted or limited.

(qq) Each of the Vendors and the Company qualify as 'persons resident in India' for the purposes of the Income Tax Act, 1961, the Foreign Exchange and Management Act, 1999 and all other laws as may be applicable.

(rr) The Vendors and the Company have the absolute right and authority to enter into this Deed as well as all the documents contemplated herein or pursuant to this Indenture.

(ss) To the best of their knowledge, the Vendors and the Company have not omitted to disclose to the Purchaser, any material fact in respect of the said Property or any part thereof except as already disclosed in writing between the Parties.

(tt) The Vendors and Company shall ensure that the possession and enjoyment of the said Property by the Purchaser will remain peaceful and shall not be disturbed in any manner whatsoever due to (i) any defect of the Vendors' and/or Company's title, and/or (ii) any misrepresentation or breach of any representation under the said Agreement and this Deed.

(uu) The Vendors and each of them does hereby covenant that, each of them have sold and transferred the entirety of their holdings in the said Project Land and the Property, and no part thereof has



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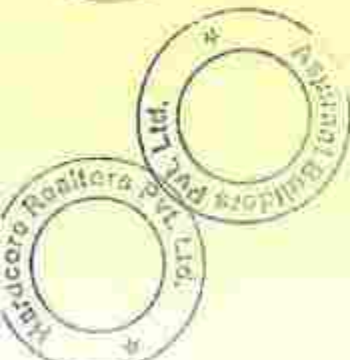
been retained by the Vendors or any of them, or sold or transferred to any third party.

- (vv) The Recitals form a part of the Representations and Warranties as contained in this Clause 7 as if the same have been reproduced herein verbatim.
- (ww) The Company and the Vendors are aware and acknowledge and agree that it is in reliance upon the Covenants, Representations and Warranties contained in the said Agreement and this Clause 7, that the Purchaser has executed this Deed and has agreed to enter the transaction contemplated hereby.

8. INDEMNITY

(a) Each Party agrees to indemnify and keep indemnified and hold harmless ("**Indemnifier Party**") the other Parties ("**Indemnified Party**") against any and all losses, penalties, judgments, suits, costs, claims, liabilities, assessments, damages and expenses (including, without limitation, reasonable attorneys' fees), incurred by, imposed upon or asserted against Indemnified Party as a result of relating to or arising out of any breach of any representation, warranty or covenant or failure on the part of the Indemnifier Party in the performance of its commitments, duties or obligations under this Deed. The indemnification rights of the Indemnified Party under this Clause are independent of, and in addition to, such rights and remedies as the Indemnified Party may have at law or in equity including the right to seek specific performance.

(b) It is agreed that any indemnification under this Deed shall be made only for the actual and direct cost, loss and damages and not indirect cost, loss, damages, or loss of profit etc which is being claimed by any of the Party and shall have to be proved and supported by documents. It is also agreed between the Parties that in the event of any indemnification claim against the other, such other Party, shall be liable subject to the foregoing



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10/10/2020
10/10/2020

provisions of this Clause 8, for actual losses and damages suffered and/or incurred by the Party claiming indemnification without being liable for indirect or consequential loss or loss in profit or loss of goodwill/reputation.

9. The stamp duty and registration charges on this Deed shall be borne and paid by the Purchaser. This Sale Deed is the principal instrument used by the Parties under Section 4 of the Indian Stamp Act, 1899 (as applicable to the State of Haryana) to effect the transaction of sale and conveyance of the Project Land and this Sale Deed is duly stamped and full stamp duty is paid thereon under Article 23 of Schedule IA to the Indian Stamp Act, 1899 (as applicable to the State of Haryana).

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals, the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Project Land)

1	Details of land owned by Hard Core Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Killa No.	Total Area	
				K	M
	Ghata	37	17 min	2	5
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hard Core Realtors Pvt. Ltd. (153/928)				
	Ghata	49	6/3	2	4
3	Details of land owned by Ireo Pvt. Ltd.				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Aspirant Builders Pvt. Ltd.				



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	Ghata	37	18/2min	0	15
Details of land owned by Regal Green Lands Pvt. Ltd.					
5	Ghata	37	16	7	7
			25	8	0
		48	11/2	5	5
			5/1	5	8
			6/2	2	5
			Total	27	25
Details of land owned by Fiverivers Buildcon Pvt. Ltd.					
6	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
		48	1	8	0
			2min	4	6
			9min	6	0.5
			10	8	0
			49	5/2	2
		6/1		3	11
		Total	61	43.5	
Details of land owned by Hard Core Realtors Pvt. Ltd.					
7	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
Details of land owned by Commander Realtors Pvt. Ltd.					
8	Ghata	48	12	7	12
Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander					
9	Ghata	48	26	1	16



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10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
G. Total				111	150.5
				14.816	Acres
Summary					
License No.	Color	K	M	Acres	
63/2009		1	34	0.338	
107/2010		109	100.5	14.253	
60/2012		1	16	0.225	
	TOTAL	111	150.5	14.816	

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

PART 1

(List of original title deeds)

Sl. No.	Name of Company	Village	sale deed no	Date	Land Area (Acres)
1	Adson Software Pvt. Ltd.	Ghata	6039	12.01.2006	0.156
2	Bulls Realtors Pvt. Ltd.	Ghata	5500	04.12.2006	0.096
3	Commander Realtors Pvt. Ltd.	Ghata	1893	03.07.2006	0.065
4	Commander Realtors Pvt. Ltd.	Ghata	3264	19.11.2010	0.113
5	Fiverivers Builders Pvt. Ltd.	Ghata	474	01.05.2007	7.897
6	Hard Core Realtors Pvt. Ltd.	Ghata	5566	23.12.2005	1.125
7	Hard Core Realtors Pvt. Ltd.	Ghata	6036	12.01.2006	0.045
8	Regal Green Lands Pvt. Ltd.	Ghata	7004	24.02.2006	2.594
Total					12.935

PART 2

(List of original title deeds)

Sl No.	Company Name	Deed No.	Dated	Acres	Location
1	Adson Software Pvt. Ltd.	6113	13-01-2006	0.25	Axis Trustee
2	Aspirant Builders Pvt. Ltd.	4692	29-01-2008	0.094	Axis Trustee
3	Hard Core Realtors Pvt. Ltd.	5382	16-12-2005	0.031	Axis Trustee
4	Fiverivers Township Pvt. Ltd.	4468	17-01-2008	0.194	Axis Trustee
5	Ornamental Realtors Pvt. Ltd.	6103	13-01-2006	0.074	Axis Trustee
6	Regal Green Lands Pvt. Ltd.	1601	19-06-2006	0.994	Axis Trustee
7	Su Estates Pvt. Ltd.	4688	29-01-2008	0.244	Axis Trustee
Total Acres				1.88	



Deputy



SIGNED AND DELIVERED for and on
behalf of the within named 'Company'
**Ireo Residences Company Private
Limited**

by its duly authorized Director,
Mr. Rajender Kumar Yadav
pursuant to the Resolutions passed by its
Board of Directors at their meeting held on
2nd November, 2023,
in the presence of

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1. Asmita
ASMITA CHAUDHARY NAGPAL

2. Chintan
CHINTAN SANGHAVI

SIGNED AND DELIVERED for and on behalf of
the within named 'Vendor 1'
ADSON SOFTWARE PRIVATE LIMITED

by its duly Authorized Signatory,
Mr. Vipul Dagar
pursuant to the Resolutions passed by its
Board of Directors at their meeting held on
15th November, 2023
in the presence of

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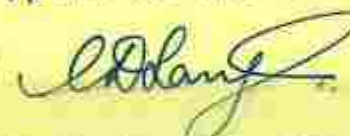
1. Asmita
ASMITA CHAUDHARY NAGPAL

2. Chintan
CHINTAN SANGHAVI





SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 2')
FIVERIVERS TOWNSHIP PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)



1. 
ASMITA CHAUDHARY NAQPAL
2. 
CHINTAN SANGHAVI

SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 3')
HARD CORE REALTORS PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November 2023)
in the presence of)



1. 
ASMITA CHAUDHARY NAQPAL
2. 
CHINTAN SANGHAVI



SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 4')
REGAL GREEN LAND PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)

Vipul



1. *Asmita*
ASMITA CHAUDHARY NAGPAL
2. *Chintan*
CHINTAN SANGHAVI

SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 5')
ORNAMENTAL REALTORS PRIVATE)
LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)

Vipul



1. *Asmita*
ASMITA CHAUDHARY NAGPAL
2. *Chintan*
CHINTAN SANGHAVI



SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 6')
COMMANDER REALTORS PRIVATE)
LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)

Vipul



1. *Asmita*
ASMITA CHAUDHARY NAGPAL
2. *Chintan*
CHINTAN SANGHAVI

SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 7')
FIVERIVERS BUILDCON PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)

Vipul



1. *Asmita*
ASMITA CHAUDHARY NAGPAL
2. *Chintan*
CHINTAN SANGHAVI



SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 8')
ASPIRANT BUILDERS PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)

Vipul Dagar



1. *Asmita*
ASMITA CHAUDHARY NAGPAL

2. *Chintan Sanghavi*
CHINTAN SANGHAVI

SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 9')
BULLS REALTORS PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
15th November, 2023,)
in the presence of)

Vipul Dagar



1. *Asmita*
ASMITA CHAUDHARY NAGPAL

2. *Chintan Sanghavi*
CHINTAN SANGHAVI





SIGNED AND DELIVERED for and on behalf of)
the within named 'Vendor 10')
IREO PRIVATE LIMITED)
by its duly Authorized Signatory,)
Mr. Vipul Dagar)
pursuant to the Resolutions passed by its)
Board of Directors at their meeting held on)
2nd November, 2023,)
in the presence of)





IREO PRIVATE LIMITED

Director/Auth. Sign.

1. 
ASMITA CHAUDHARY NAGPAL
2. 
CHINTAN SANGHAVI

SIGNED AND DELIVERED for and on behalf)
of the within named 'Purchaser')
OBEROI REALTY LIMITED)
by its Authorized Signatory,)
Mr. Saumil Daru,)
pursuant to the Resolution passed by its)
Board of Directors at their meeting held on)
30th October, 2023,)
in the presence of)



1. 
ASMITA CHAUDHARY NAGPAL
2. 
CHINTAN SANGHAVI



RECEIPT

RECEIVED from the Purchaser on or prior to the date hereof, the sum of Rs.212,00,00,000/- (Rupees Two Hundred and Twelve Crores only) less TDS thereon of Rs.2,17,00,000/- (Rupees Two Crore and Seventeen Lakh only) is deducted resulting in sum of Rs.209,83,00,000/- (Rupees Two Hundred and Nine Crore and Eighty Three Lakh only).



WE SAY RECEIVED:


FOR IREO RESIDENCES COMPANY PRIVATE LIMITED



Authorized Signatory

Witnesses:

1. 
ASMITA CHAUDHARY NAGPAL
2. 
CHINTAN SANGHAVI


PRITAM KUMAR
ADVOCATE
DISTT COURT SHUKH





ANNEXURE 'B'

Directorate of Town & Country Planning, Haryana

Nagar Yojana Bhavan, Plot no. 3, Sector-18 A, Madhya Marg, Chandigarh
Web site tcharyana.gov.in - e-mail: tcharyana7@gmail.com

Regd.

To

Hard Core Realtors Pvt. Ltd.,
Adson Software Pvt. Ltd.,
SU Estates Pvt. Ltd. (Ireo Pvt. Ltd.),
Aspirant Builders Pvt. Ltd.,
Ornamental Realtors Pvt. Ltd.,
Regal Green Lands Pvt. Ltd.,
Fiverivers Buildcon Pvt. Ltd.,
Fiverivers Township Pvt. Ltd.,
Bulls Realtors Pvt. Ltd.,
In collaboration with Commander Realtors Pvt. Ltd.,
Regd. Off. C-4, 1st Floor, Malviya Nagar, New Delhi-110017.

Memo No. LC-5281/PA(SK)/2024/

Dated:

Subject:- Request for transfer of part licenced area 14.816 acres (0.3375 acre from licence no. 63 of 2009, 14.253125 acres from licence no. 107 of 2010 & 0.225 acre from licence no. 60 of 2012) of Residential Plotted Colony in Sector-58, Gurugram - Five Rivers Developers Private Ltd. and others in collaboration with Commander Realtors Pvt. Ltd. in favour of Oberoi Realty Ltd.

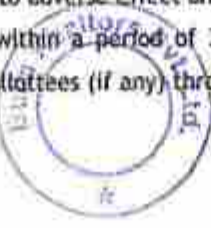
Reference: Your application dated 07.11.2022 on the subject cited above.

Your request for grant of permission for transfer of part licenced area 14.816 acres (0.3375 acre from licence no. 63 of 2009, 14.253125 acres from licence no. 107 of 2010 & 0.225 acre from licence no. 60 of 2012) of Residential Plotted Colony in Sector-58, Gurugram from Five Rivers Developers Private Ltd. and others in collaboration with Commander Realtors Pvt. Ltd. in favour of Oberoi Realty Ltd. has been considered and in principle approval is hereby granted in accordance with the provisions of Rule 17 of Rules 1976 subject to the fulfillment of following conditions within a period of 90 days from issuance of this letter:-

1. To submit revenue documents of the proposed land in favour of Transferee Company.
2. Land owning companies have executed a registered sale agreement vide deed no. 15771 dated 17.11.2023 with Oberoi Realty Ltd. for the proposed licensed land measuring 14.816 acres without prior permission from the competent authority, hence an amount of Rs. 1,19,92,070/- to be deposited through online payment against composition charges as per policy dated 28.10.2022 @ Rs. 200/- per sqm.
3. Fresh Agreement LC-IV & Bilateral Agreement is required to be executed on behalf of the new entity.
4. To submit Self certification alongwith certificate of CA to the effect that 15% profit margin is not exceeded from the project cost at the time of submission of application for transfer of licence.
5. To give an advertisement in the leading newspapers (Two English & One Hindi) and also on his website to invite objections from the general public for proposed transfer of license limited to adverse effect on their rights, if any, in the office of concerned Senior Town Planner within a period of 30 days. In addition to this, the colonizer will also inform all the allottees (if any) through their e-mails ids, about the proposed transfer of



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license. The proposal to transfer of license will also be hosted on the website of the Department.

6. To submit registered irrevocable collaboration agreement and power of attorney executed between new entity (land owner i.e. Oberoi Realty Ltd.) and developer company (Commander Realtors Pvt. Ltd.).
7. To submit an undertaking that the company and individual land owners shall submit the indemnity bond on the prescribed Performa in this regard, indemnifying the Director from any legal or financial liabilities that may arise upon compliance of the orders of Hon'ble Supreme Court in CA NO. 8977 of 2014 titled as Jai Narayan @Jai Bhagwan & Others Vs State of Haryana & Others with Civil Appeal No. 13828 of 2015 and Civil Appeal No. 9211-9213 of 2016 titled State of Haryana Vs Dev Dutt and final outcome of CBI and ED investigation under process.
8. To submit an undertaking that no court of law has passed any order restraining to grant permission in respect of applied land.
9. To submit an undertaking that you shall apply and obtain the license under migration policy qua the proposed area after final permission of transfer of the licensed land.

(Narender Kumar)
District Town Planner (HQ)
For: Director, Town & Country Planning
& Haryana Chandigarh

Endst No. LC-5281/PA(SK)/2024/ 12618

Dated: 24-04-2024

A copy is forwarded to following for information and necessary action:-

1. Senior Town Planner, Gurugram.
2. District Town Planner, Gurugram.
3. Oberoi Realty Ltd., Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off, Western Express Highway, Goregaon East, Mumbai, Maharashtra-400063.

(Narender Kumar)
District Town Planner (HQ)
For: Director, Town & Country Planning
& Haryana Chandigarh





Ireo Residences Company Private Limited

REGD. OFF: C-4, 1ST FLOOR MALVIYA NAGAR, NEW DELHI-110017

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF IREO RESIDENCES COMPANY PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 02ND DAY OF NOVEMBER, 2023 AT IREO CAMPUS, ARCHVIEW DRIVE, IREO CITY, GOLF COURSE EXTENSION ROAD, GURUGRAM, HARYANA-122101.

The Chairman informed the Board that the Company had entered into various Development Agreements all dated 25th June, 2010 with each of the below land owing companies respectively ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81

The Chairman further apprised the Board that the Company and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below); Specific Power of Attorney (by Oberoi Realty Limited in favour of the Company), General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors



Ireo Residences Company Pvt. Ltd.
(Signature)



IREO RESIDENCES COMPANY PRIVATE LIMITED

REGD. OFF: C-4, 1ST FLOOR MALVIYA NAGAR, NEW DELHI-110017

Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land,-

Land Schedule Sector-58 (14.816 Acres)					
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Killa No.	Total Area	
				K	M.
Ghata	37	17min	2	5	
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share				
	Ghata	49	6/3	2	4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Aspirant Builders Pvt. Ltd.				
	Ghata	37	18/2min	0	15
5	Details of land owned by Regal Green Lands Pvt. Ltd.				
	Ghata	37	16	7	7
			25	8	0
	48	49	11/2	5	5
			5/1	5	8
			6/2	2	5
	Total	27	25		
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.				
	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
	48	48	1	8	0
			2min	4	6
9min			6		



Residences Company
 W. Mondra
 Director/ Auth. Signatory



IREO RESIDENCES COMPANY PRIVATE LIMITED

REGD. OFF: C-4, 1ST FLOOR MALVIYA NAGAR, NEW DELHI-110017

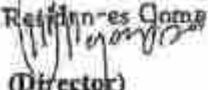
			10	8	0
	49		5/2	2	12
			6/1	3	11
			Total	61	43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd.				
	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Specific Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar , Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, Specific Power of Attorney (by Oberoi Realty Limited in favour of the Company), General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited); Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

For IREO RESIDENCES COMPANY PRIVATE LIMITED

Ireo Residences Company Pvt. Ltd.

 (Director)

Director/Auth. Signatory





ADSON SOFTWARE PVT. LTD.

REGD. OFFICE C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017
Email id:adson.software@gmail.com CIN #U72200DL2005PTC137099

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ADSON SOFTWARE PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT REGISTERED OFFICE OF THE COMPANY AT C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owning companies ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express, Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

***RESOLVED THAT** the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below), General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and **Adson Software Pvt. Ltd.**

For Adson Software

Director/Author Signatory



ADSON SOFTWARE PVT. LTD.

REGD. OFFICE C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017

Email id: adson.software@gmail.com CIN #U72200DL2005PTC137099

Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land,-

Land Schedule Sector-58 (14.816 Acres)					
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Killa No.	Total Area	
				K	M
	Ghata	37	17min	2	5
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share				
	Ghata	49	6/3	2	4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Aspirant Builders Pvt. Ltd.				
	Ghata	37	18/2min	0	15
5	Details of land owned by Regal Green Lands Pvt. Ltd.				
	Ghata	37	16	7	7
			25	8	0
	48	49	11/2	5	5
			5/1	5	8
			6/2	2	5
		Total	27	25	
6	Details of land owned by Fiverivers Buldcon Pvt. Ltd.				
	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
	48	49	1	8	0
			2min	4	6
			9min	6	0.5
			10	8	0
	49	6/1	5/2	2	12
3					

For Adson Software Pvt. Ltd.

Director/Adson



ADSON SOFTWARE PVT. LTD.

REGD. OFFICE C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017
 Email id: adson.software@gmail.com CIN #U72200DL2005PTC137099

			Total	61	43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd.				
	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar, Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".



For ADSON SOFTWARE PRIVATE LIMITED
 For Adson Software Pvt. Ltd.


 Director



ASPIRANT BUILDERS PRIVATE LIMITED

Regd. Office: 305, 3rd Floor, Kanchan House, Karam Pura Commerical Complex,
New Delhi - 110 015

Email id: aspirant.builders@gmail.com; CIN # U45201DL2006PTC145842

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ASPIRANT BUILDERS PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT 305, 3RD FLOOR, KANCHAN HOUSE, KARAM PURA COMMERCIAL COMPLEX, NEW DELHI - 110 015.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owing companies ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express, Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below); General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited;



For Aspirant Builders Pvt. Ltd.
Kalyan
Director (Asst. Mgt. Off.)



ASPIRANT BUILDERS PRIVATE LIMITED

Regd. Office: 305, 3rd Floor, Kanchan House, Karam Pura Commerical Complex,
New Delhi - 110 015

Email id: aspirant.builders@gmail.com; CIN # U45201DL2006PTC145842

Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land,-

Land Schedule Sector-58 (14.816 Acres)					
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Killa No.	Total Area	
	Ghata	37	17min	K	M
			2	5	
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share				
	Ghata	49	6/3	2	4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Aspirant Builders Pvt. Ltd.				
	Ghata	37	18/2min	0	15
5	Details of land owned by Regal Green Lands Pvt. Ltd.				
	Ghata	37	16	7	7
			25	8	0
		48	11/2	5	5
		49	5/1	5	8
			6/2	2	5
			Total	27	25
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.				
	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
		48	1	8	0
			2min	4	6
			9min	6	0.5
			10	8	0
		49	5/2	2	12
		6/1	3	11	



For Aspirant Builders
Kalyan
Director

✓

ASPIRANT BUILDERS PRIVATE LIMITED

Regd. Office: 305, 3rd Floor, Kanchan House, Karam Pura Commerical Complex,
New Delhi - 110 015

Email id: aspirant.builders@gmail.com; CIN # U45201DL2006PTC145842

			Total	61	43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd.				
	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar , Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.



RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

For ASPIRANT BUILDERS PVT LTD

for Aspirant Builders Pvt. Ltd.
Kam Kam

(Director)



Ornamental Realtors Private Limited

REGD. OFFICE: C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017

Email id: ornamental.realtors@gmail.com; CIN # U70101DL2005PTC139514

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ORNAMENTAL REALTORS PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owning companies ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81



The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below); General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land.

For Ornamental Realtors Pvt. Ltd.

Chairman



Ornamental Realtors Private Limited

REGD. OFFICE: C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017

Email id: ornamental.realtors@gmail.com; CIN # U70101DL2005PTC139514

Land Schedule Sector-58 (14.816 Acres)					
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Killa No.	Total Area	
				K	M
Ghata	37	17min	2	5	
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share				
	Ghata	49	6/3	2	4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Aspirant Builders Pvt. Ltd.				
	Ghata	37	18/2min	0	15
5	Details of land owned by Regal Green Lands Pvt. Ltd.				
	Ghata	37	16	7	7
			25	8	0
	48	49	11/2	5	5
			5/1	5	8
			6/2	2	5
	Total	27	25		
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.				
	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
	48	49	1	8	0
			2min	4	6
			9min	6	0.5
			10	8	0
	49	49	5/2	2	12
			6/1	3	11
			Total	61	43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd. & Ornamental Realtors Pvt. Ltd.				

(Handwritten Signature)
 Director



Ornamental Realtors Private Limited

REGD. OFFICE: C-4, FIRST FLOOR, MALVIYA NAGAR NEW DELHI-110017

Email id: ornamental.realtors@gmail.com; CIN # U70101DL2005PTC139514

	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar, Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For ~~Ornamental Realtors Pvt Ltd~~ **ORNAMENTAL REALTORS PVT LTD**

Vipul Dagar
(Director/ Auth Signatory)





REGAL GREEN LANDS PRIVATE LIMITED

Regd. Off: 305, 3rd Floor Kanchan House, Karampura Commercial Complex, New Delhi-110015
Email id: regal.greenlands1@gmail.com.com CIN #U070101DL2005PTC142381

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF REGAL GREEN LANDS PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT 305, 3RD FLOOR KANCHAN HOUSE, KARAMPURA COMMERCIAL COMPLEX, NEW DELHI-110015.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owning companies ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express, Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below); General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private



For Regal Green Lands Pvt. Ltd.
Director/Authorized Signatory



REGAL GREEN LANDS PRIVATE LIMITED

Regd. Off: 305, 3rd Floor Kanchan House, Karampura Commercial Complex, New Delhi-110015

Email id: regal.greenlands1@gmail.com CIN #U70101DL2005PTC142381

Limited; Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land,-

Land Schedule Sector-58 (14.816 Acres)						
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share					
	Village	Rect. No.	Killa No.	Total Area		
				K	M	
Ghata	37	17min	2	5		
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share					
	Ghata	49	6/3	2	4	
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)					
	Ghata	37	18/1min	1	10	
			19/1/1min	0	9	
			Total	1	19	
4	Details of land owned by Aspirant Builders Pvt. Ltd.					
	Ghata	37	18/2min	0	15	
5	Details of land owned by Regal Green Lands Pvt. Ltd.					
	Ghata	37	16	7	7	
			25	8	0	
			48	11/2	5	5
			49	5/1	5	8
				6/2	2	5
			Total	27	25	
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.					
	Ghata	38	19	7	7	
			20	7	7	
			21	8	0	
			22	8	0	
			48	1	8	0
				2min	4	6
				9min	6	0.5
		10	8	0		



Regal Green Lands Pvt. Ltd.
 11/11/2015
 11/11/2015



REGAL GREEN LANDS PRIVATE LIMITED

Regd. Off: 305, 3rd Floor Kanchan House, Karampura Commercial Complex, New Delhi-110015
 Email id: regal.greenlands1@gmail.com CIN #U70101DL2005PTC142381

		49	5/2	2	12
			6/1	3	11
			Total	61	43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd.				
	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar, Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For REGAL GREEN LANDS PVT LTD

For Regal Green Lands Pvt Ltd

(Director)

Director/Auth. Signat





COMMANDER REALTORS PRIVATE LIMITED

Regd. Office: C-4, 1st Floor, Malviya Nagar, New Delhi-110017

Email id: commander.realtors@gmail.com; CIN # U70101DL2005PTC139529

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF COMMANDER REALTORS PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owing companies ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81



The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below); General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land,-

For Commander Realtors Pvt. Ltd

Director/Authorized Signatory

COMMANDER REALTORS PRIVATE LIMITED

Regd. Office: C-4, 1st Floor, Malviya Nagar, New Delhi-110017

Email Id: commander.realtors@gmail.com; CIN # U70101DL2005PTC139529

Land Schedule Sector-58 (14.816 Acres)				
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share			
	Village	Rect. No.	Killa No.	Total Area
	Ghata	37	17min	K M 2 5
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share			
	Ghata	49	6/3	2 4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)			
	Ghata	37	18/1min	1 10
			19/1/1min	0 9
			Total	1 19
4	Details of land owned by Aspirant Builders Pvt. Ltd.			
	Ghata	37	18/2min	0 15
5	Details of land owned by Regal Green Lands Pvt. Ltd.			
	Ghata	37	16	7 7
			25	8 0
		48	11/2	5 5
		49	5/1	5 8
			6/2	2 5
			Total	27 25
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.			
	Ghata	38	19	7 7
			20	7 7
			21	8 0
			22	8 0
		48	1	8 0
			2min	4 6
			9min	6 0.5
			10	8 0
		49	5/2	2 12
			6/1	3 11
			Total	61 43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd.			



Per Commander Realtors Pvt. Ltd.

[Handwritten Signature]



COMMANDER REALTORS PRIVATE LIMITED

Regd. Office: C-4, 1st Floor, Malviya Nagar, New Delhi-110017

Email id: commander.realtors@gmail.com; CIN # U70101DL2005PTC139529

	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

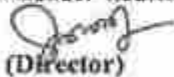
RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar, Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company".

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For COMMANDER REALTORS PVT LTD

for Commander Realtors Pvt. Ltd.


(Director)

Director/Authorized Signatory





FIVERIVERS BUILDCON PRIVATE LIMITED

Regd. Office: 305, 3rd Floor, Kanchan House, Karam Pura Commercial Complex, New Delhi-110015
 Email: fiveriversbuildcon@gmail.com, CIN # U45200DL2006PTC156373

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF FIVERIVERS BUILDCON PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE THE COMPANY AT 305, 3RD FLOOR, KANCHAN HOUSE, KARAM PURA COMMERCIAL COMPLEX, NEW DELHI-110015.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Iroo Residences Company Private Limited ("IRCPL") along with below land owning companies ("Landowners") confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Solna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (in Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	5.59
8.	Aspirant Builders Private Limited	0.09
9.	Iroo Private Limited (Earlier Sri Estates Private Limited)	0.24
10.	Swati Realtors Private Limited	0.06
	Total	14.81

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Gurgaon (E), Mumbai-400053 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

***RESOLVED THAT** the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below), General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Iroo Residences Company Private Limited, Adson Software Private Limited, Fiveriver Township Private Limited, Hard Core Realtors Private Limited, Regal Green Lands Private Limited, Ornamental Realtors Private Limited, Commander Realtors Private Limited, Fiverivers Buildcon Private Limited, Aspirant Builders Private

FOR FIVE RIVERS BUILDCON PVT. LTD.



Director/Author: Signatory



FIVERIVERS BUILDCON PRIVATE LIMITED

Regd. Office: 305, 3rd Floor, Kanchan House, Karam Pura Commercial Complex, New Delhi-110016
 Email: fiveriversbuildcon@gmail.com CIN # U45200DL2006PTC156373

Limited: Bulls Realtors Private Limited, Ireo Private Limited and Orson Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land.

Land Schedule Sector-58 (14.816 Acres)

Sl. No.	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (5/9) share					
	Village	Rect. No.	Killa No.	Total Area		
				K	M	
1	Ghata	37	17mu	2	5	
2	Detail of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share					
	Ghata	49	6/1	2	4	
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)					
	Ghata	37	18/1mu	1	10	
			19/1/1mu	0	0	
			Total	1	10	
4	Details of land owned by Asgman Builders Pvt. Ltd.					
	Ghata	37	18/2mu	3	15	
5	Details of Land owned by Regal Green Lands Pvt. Ltd.					
	Ghata	37	15	7	7	
			25	8	0	
			45	11/2	5	5
			49	5/1	5	3
			6/2	2	5	
			Total	27	25	
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.					
	Ghata	38	19	7	7	
			20	7	7	
			21	8	0	
			22	8	0	
			48	1	8	0
			2mu	4	6	
			9mu	6	0.5	
			10	8	0	
			49	5/2	2	12
			6/1	3	11	
			Total	61	43.5	
7	Details of land owned by Hardcore Realtors Pvt. Ltd.					

Fiverivers Buildcon Pvt. Ltd.

Director/Author. Signature

Director/Author. Signature



[REDACTED]

[REDACTED]



FIVERIVERS BUILDCON PRIVATE LIMITED

Regd. Office: 305, 3rd Floor, Kanchan House, Karam Pura Commercial Complex, New Delhi-110016
 Email: fiveriversbuildcon@gmail.com CIN # U45200DL2008PTC156373

	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share.				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghata	38	18/1	1	11
Total				111	150.5
				14,31,5625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, defining major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar, Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Power of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Yerra Realty Limited), Escrow agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings (including) hereon and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

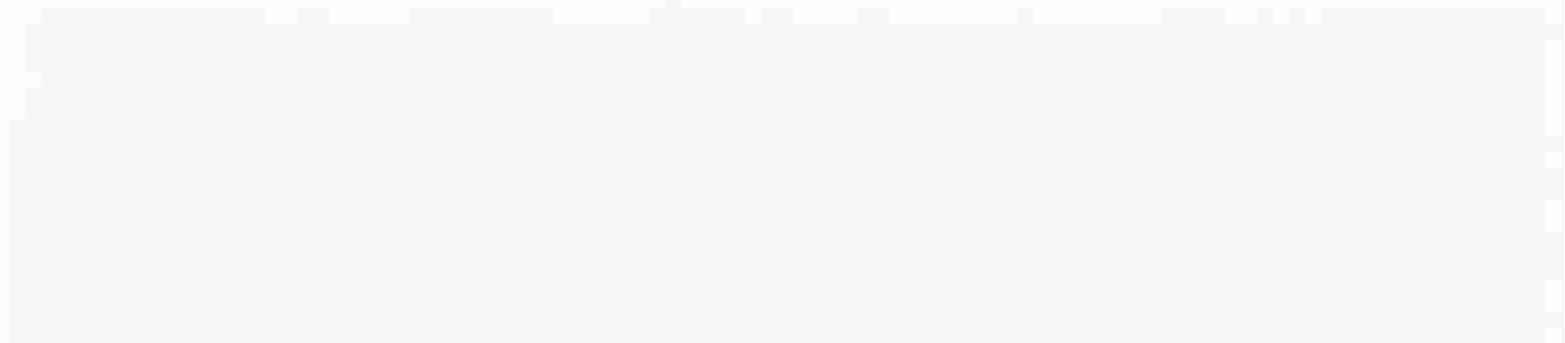
RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For FIVERIVERS BUILDCON PVT LTD
 For Five Rivers Buildcon Pvt. Ltd.

(Director)

Director/Auth. Signatory





[Redacted text block]



Bulls Realtors Private Limited

REGD. OFFICE: C-4, FIRST FLOOR MALVIYA NAGAR NEW DELHI-110017

Email id: bulls_realtors@gmail.com CIN #U70109IN2006PTC154709

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF BULLS REALTORS PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT C-4, FIRST FLOOR MALVIYA NAGAR NEW DELHI-110017.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owning companies ("Landowners") confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land")

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.39
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier So Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.04
	Total	14.81

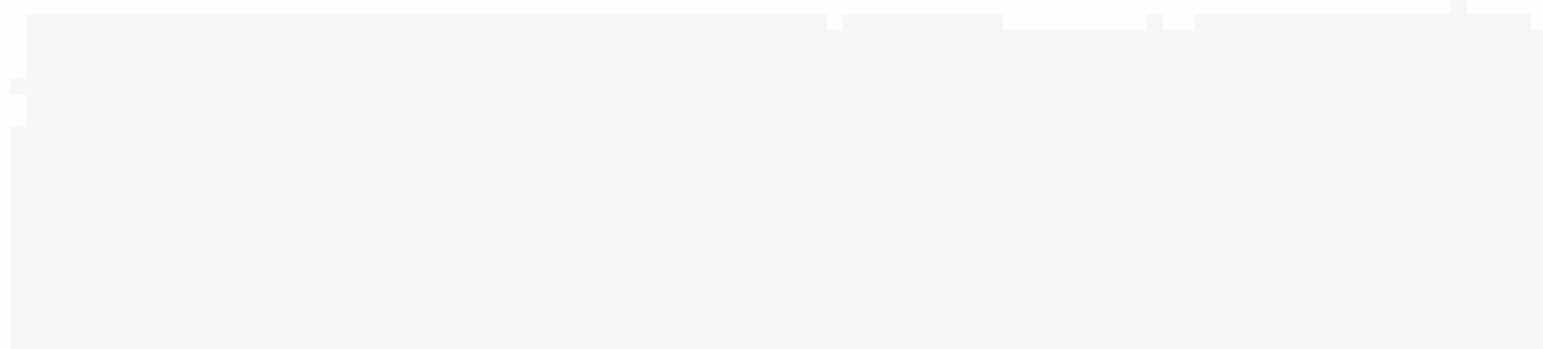
The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Gurgaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below), General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiverivers Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private

For Bulls Realtors Private Limited


DIRECTOR/CHAIRMAN



Bulls Realtors Private Limited

REGD. OFFICE: C-4, FIRST FLOOR MALVIYA NAGAR NEW DELHI-110017
 Email id: bulls_realtors@gmail.com CIN #U70109DL2006PTC154709

Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land.

Land Schedule Sector-58 (14.316 Acres)							
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share						
	Village	Rect. No	Killa No.	Total Area			
				K	M		
	Ghata	37	17min	2	5		
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share						
	Ghata	49	63	2	4		
3	Details of Land owned by Ireo Private limited (SU Estates Pvt. Ltd.)						
	Ghata	37	18/1min	1	10		
			19/1/1can	0	0		
			Total	1	10		
4	Details of land owned by Aspirant Builders Pvt. Ltd.						
	Ghata	37	18/2min	0	15		
5	Details of land owned by Regal Green Estate Pvt. Ltd.						
	Ghata	37	16	7	7		
			25	8	0		
			48	11/2	5	5	
			49	5/1	5	8	
			62	2	5		
			Total	27	25		
6	Details of land owned by Fiveovers Builders Pvt. Ltd.						
	Ghata	38	19	7	7		
			20	7	7		
			21	8	0		
			22	8	0		
			46	1	8	0	
				2min	4	0	
				9min	6	0.5	
				10	8	0	
			49	38	5/2	2	12
					6/1	3	11

For Bulls Realtors Pvt. Ltd.

Mumbai, India



Bulls Realtors Private Limited

REGD. OFFICE: C-4, FIRST FLOOR MALVIYA NAGAR NEW DELHI-110017
 Email id: bulls_realtors@gmail.com, CIN #U71109DL2006PTC154709

		Total	61	43.5
7	Details of land owned by Hardebee Realtors Pvt. Ltd.			
	Ghata	48	10/1	4
			20/1	5
	Total		9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.			
	Ghata	45	12	7
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share			
	Ghata	45	26	1
10	Details of land owned by Five Rivers Township Pvt. Ltd.			
	Ghata	38	18/1	1
Total:			111	156.5
			14,31,56,25	Area

RESOLVED FURTHER THAT the draft of the Agreement For Sale, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting true terms and conditions be and be done by approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Viral Daga - Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For BULLS REALTORS PVT LTD

For Bulls Realtors Pvt. Ltd.

(Director)

Director/Anil Dinnar





FIVERIVERS TOWNSHIP PVT. LTD.

Regd. Office: 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015
Email id: fiverivers.township@gmail.com CIN #U45200DL2007PTC160345

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF FIVERIVERS TOWNSHIP PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT 305, 3RD FLOOR, KANCHAN HOUSE, KARAMPURA COMMERCIAL COMPLEX, NEW DELHI-110015.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below listed owning companies ("Landowners") confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Builders Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	0.55
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier: Sri Primes Private Limited)	11.24
10.	Phila Realtors Private Limited	0.10
	Total	14.81

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express, Highway, Gurgaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land) as per the table below; General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiverivers Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors Private Limited; Fiverivers Builders Private Limited; Aspirant Builders Private

Fiverivers Township Pvt. Ltd


Director/Off. Secretary



FIVERIVERS TOWNSHIP PVT. LTD.

Regd. Office: 305, 3rd Floor, Kanchan House, Karanipura Commercial Complex, New Delhi-110015
 Email id: fiverivers_township@gmail.com CIN #U45200DL2007PTC160345

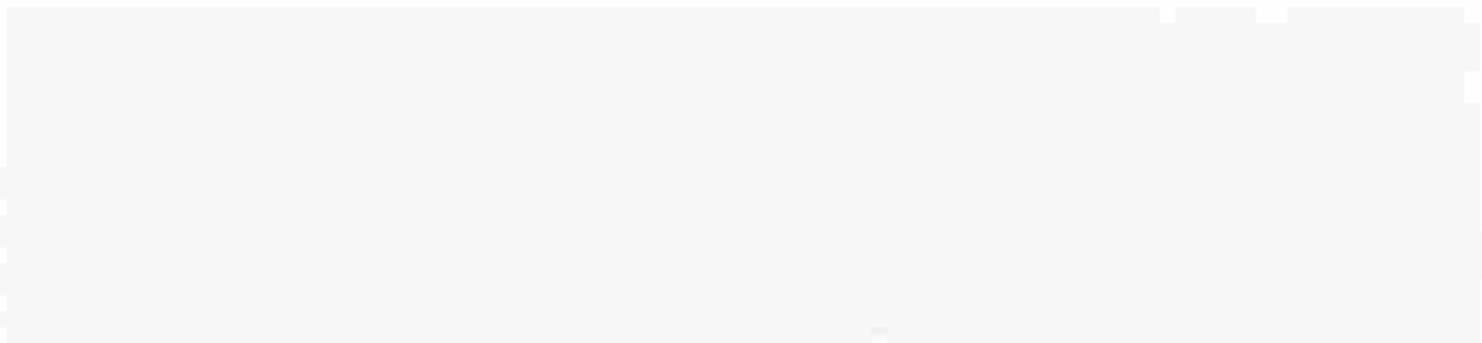
Limited, Bulls Realty Private Limited, Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land.

Land Schedule Sector-58 (14.816 Acres)

1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1-9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Killa No.	Total Area	
				K	M
	Ghata	37	17min	1	5
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share				
	Ghata	49	6.3	2	4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Anant Hillside Pvt. Ltd.				
	Ghata	37	18/2min	0	15
5	Details of land owned by Regal Green Landscapes Pvt. Ltd.				
	Ghata	37	16	7	7
			25	8	0
			48	11/2	5
			49	5/1	8
			6/2	2	5
			Total	27	25
6	Details of land owned by Fiverivers Builders Pvt. Ltd.				
	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
			48	1	0
			2min	4	6
			9min	6	0.5
			10	8	0
			49	5/2	12
			6/1	3	11

Fiverivers Township Pvt. Ltd.

Director with Signature



FIVERIVERS TOWNSHIP PVT. LTD.

Block Lot No. 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015.
 Email: id.fiverivers-township@gmail.com CIN #U45200DL2007PTC160345

		Total		61	43.5
7	Details of land owned by Hardeon Realtors Pvt. Ltd.				
	Ghat	45	19/1	4	0
			20/1	3	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghat	48	12	7	12
9	Details of land owned by Royal Green Land Pvt. Ltd. (1/4), Bulls Realty Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share.				
	Ghat	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				
	Ghat	38	18/1	1	11
Total				111	158.5
				14.815625	Acres

RESOLVED FURTHER THAT the deed of the Agreement for Sale, Sale Deed, General Power of Attorney, Lease Agreement, Possession Letter and other necessary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions, be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar, Authorized Signatory of the Company, be and is hereby severally authorized to sign and execute the aforesaid Agreement for Sale, Sale Deed, Powers of Attorney, Lease Agreement, Possession Letter, General Power of Attorney for the Company and Landowners in favour of Oberoi Realty Limited, Lease Agreement (by and among the Company, Landowners, Oberoi Realty and others) Trustee, Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For FIVERIVERS TOWNSHIP PVT LTD
 Fiverivers Township Pvt. Ltd.


 (Director)
 Director/ Auth. Signatory





HARD CORE REALTORS PRIVATE LIMITED

Regd. Office: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017.

Email: id-hardcore.realtors@gmail.com, CIN #U74899DL2005PTC141526

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF HARD CORE REALTORS PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 15TH DAY OF NOVEMBER, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owning companies ("Landowners") confirming parties for the development of below land parcels situated in the revenue estate of village Ghosi, Tehsil Solna, Dist. Gurgaon, Haryana described in the Table below ("Project Land")

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realities Private Limited	0.07
7.	Regal Green Lands Private Limited	1.56
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Former: Sri. Prakash Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.00
	Total	14.01

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commers, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale, Sale Deed, (in respect of Project Land as per the table below); General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited, Adson Software Private Limited, Fiveriver Township Private Limited, Hard Core Realtors Private Limited, Regal Green Lands Private Limited, Ornamental Realities Private Limited, Commander Realtors Private Limited, Fiverivers Buildcon Private Limited, Aspirant Builders Private Limited, Bulls Realtors Private Limited, Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale in respect of the said Land.

For Ireo Residences Pvt. Ltd.



HARD CORE REALTORS PRIVATE LIMITED

Regd. Office: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017
 Email: dharcote_realtors@gmail.com CIN #U74889DL2005PTC141526

Land Schedule Sector-58 (14.816 Acres)

1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share					
	Village	Rect. No.	Killa No.	Total Area		
				K	M	
	Ghata	37	17min	2	5	
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share					
	Ghata	49	493	2	4	
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)					
	Ghata	37	18/1min	1	10	
			19/17min	0	9	
			Total	1	19	
4	Details of land owned by Aspirant Builders Pvt. Ltd.					
	Ghata	37	182min	0	15	
5	Details of land owned by Regal Green Landz Pvt. Ltd.					
	Ghata	37	1/1	7	7	
			2/1	3	4	
			4/1	3	3	
			4/2	5	8	
			6/2	2	3	
			Total	27	25	
6	Details of land owned by Fiverivers Builders Pvt. Ltd.					
	Ghata	38	19	7	7	
			20	7	7	
			21	8	0	
			22	8	0	
			48	1	8	0
				2min	4	6
				9min	6	0.5
				10	8	0
			49	5/2	2	12
				6/1	3	11
				Total	61	43.5

For Hardcore Realtors Pvt. Ltd.

[Signature]

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HARD CORE REALTORS PRIVATE LIMITED

Regd. Office: E-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017
 Email: id:hardcore.realtors@gmail.com CIN:U74899DL2005PTC141525

7	Details of land owned by Hardcore Realtors Pvt. Ltd.			
	Ghata	48	18/1	4
			30/1	5
			Total	9
8	Details of land owned by Commander Realtors Pvt. Ltd.			
	Ghata	48	12	7
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share			
	Ghata	48	26	1
10	Details of land owned by Riverfront Township Pvt. Ltd.			
	Ghata	36	18/1	1
Total			111	150.5
			14815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale, the Land Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary instruments, deeds, documents and writings as placed before the Board, depicting the terms and conditions be and be hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vinod Kumar, Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney by the Company and Landowners in favour of Oberoi Realty Limited, Escrow Agreement (By and through the Company, Landowners, Director and Director, Transfer Possession Letter and all other instruments, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For HARD CORE REALTORS PVT LTD

for Hardcore Realtors Pvt. Ltd

(Director)

Ash Sr. D.





IREO PRIVATE LIMITED

REGD. OFFICE: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF IREO PRIVATE LIMITED ("THE COMPANY") IN THEIR MEETING HELD ON 02ND DAY OF NOVEMBER, 2023 AT IREO CAMPUS, ARCHVIEW DRIVE, IREO CITY, GOLF COURSE EXTENSION ROAD, GURUGRAM, HARYANA-122101.

The Chairman informed the Board that the Company had entered into a Development Agreement on 25th June, 2010 with Ireo Residences Company Private Limited ("IRCPL") along with below land owing companies ("Landowners")/confirming parties for the development of below land parcels situated in the revenue estate of village Ghata, Tehsil Sohna, Distt. Gurgaon, Haryana described in the Table below ("Project Land").

Sr. No.	Name of the Company	Area (In Acres)
1.	Adson Software Private Limited	0.41
2.	Commander Realtors Private Limited	1.06
3.	Fiverivers Township Private Limited	0.19
4.	Fiverivers Buildcon Private Limited	7.90
5.	Hard Core Realtors Private Limited	1.20
6.	Ornamental Realtors Private Limited	0.07
7.	Regal Green Lands Private Limited	3.59
8.	Aspirant Builders Private Limited	0.09
9.	Ireo Private Limited (Earlier Su Estates Private Limited)	0.24
10.	Bulls Realtors Private Limited	0.06
	Total	14.81

The Chairman further apprised the Board that the Company along with IRCPL and Landowners had entered into a Memorandum of Understanding dated 2nd March, 2022 ("MOU") with Oberoi Realty Limited having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, off Western Express Highway, Goregaon (E), Mumbai-400063 ("Oberoi Realty Limited") for the development of the aforesaid land parcels. Pursuant to the MOU, the Company, along with Landowners held various discussions with Oberoi Realty Limited, and concluded to enter into and execute and register an Agreement For Sale-Cum-Conveyance & Sale Deed, Sale Deed, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Possession Letter along with other agreements, deeds, documents and writings for the sale, conveyance and transfer of the aforesaid land parcels in favour of Oberoi Realty Limited.

The Board discussed the matter at length and passed the following resolution unanimously.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to sign, execute and register Agreement For Sale-Cum-Conveyance & Sale Deed, Sale Deed, (in respect of Project Land as per the table below); General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty

For IREO PVT LTD.

Director/Auth.



IREO PRIVATE LIMITED

REGD. OFFICE: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017

Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and other agreements, deeds, documents and writings incidental thereto amongst Ireo Residences Company Private Limited; Adson Software Private Limited; Fiveriver Township Private Limited; Hard Core Realtors Private Limited; Regal Green Lands Private Limited; Ornamental Realtors Private Limited; Commander Realtors Private Limited; Fiverivers Buildcon Private Limited; Aspirant Builders Private Limited; Bulls Realtors Private Limited; Ireo Private Limited and Oberoi Realty Limited to do all the acts and things more specifically described in the Agreement For Sale-Cum-Conveyance & Sale Deed in respect of the said Land,-

Land Schedule Sector-58 (14.816 Acres)					
1	Details of land owned by Hardcore Realtors Pvt. Ltd. (1/9), Adson Software Pvt. Ltd. (8/9) share				
	Village	Rect. No.	Kills No.	Total Area	
				K	M
	Ghata	37	17min	2	5
2	Details of land owned by Adson Software Pvt. Ltd. (525/928), Hardcore Realtors Pvt. Ltd. (153/928), Ornamental Realtors Pvt. Ltd. (250/928) share				
	Ghata	49	6/3	2	4
3	Details of Land owned by Ireo Private Limited (SU Estates Pvt. Ltd.)				
	Ghata	37	18/1min	1	10
			19/1/1min	0	9
			Total	1	19
4	Details of land owned by Aspirant Builders Pvt. Ltd.				
	Ghata	37	18/2min	0	15
5	Details of land owned by Regal Green Lands Pvt. Ltd.				
	Ghata	37	16	7	7
			25	8	0
	48	11/2	5	5	
	49	5/1	5	8	

For IREO PVT LTD.

Director/Auth. Sign.



IREO PRIVATE LIMITED

REGD. OFFICE: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017

			6/2	2	5
			Total	27	25
6	Details of land owned by Fiverivers Buildcon Pvt. Ltd.				
	Ghata	38	19	7	7
			20	7	7
			21	8	0
			22	8	0
		48	1	8	0
			2min	4	6
			9min	6	0.5
			10	8	0
		49	5/2	2	12
			6/1	3	11
			Total	61	43.5
7	Details of land owned by Hardcore Realtors Pvt. Ltd.				
	Ghata	48	19/1	4	0
			20/1	5	0
			Total	9	0
8	Details of land owned by Commander Realtors Pvt. Ltd.				
	Ghata	48	12	7	12
9	Details of land owned by Regal Green Lands Pvt. Ltd. (1/4), Bulls Realtors Pvt. Ltd. (1/4), Commander Realtors Pvt. Ltd. (1/2) share				
	Ghata	48	26	1	16
10	Details of land owned by Fiverivers Township Pvt. Ltd.				

IREO PRIVATE LTD
 Director/Author. Sign.



IREO PRIVATE LIMITED

REGD. OFFICE: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017

	Ghata	38	18/1	1	11
Total				111	150.5
				14.815625	Acres

RESOLVED FURTHER THAT the draft of the Agreement For Sale-Cum-Conveyance & Sale Deed, Sale Deed, General Power of Attorney, Escrow Agreement, Possession Letter and other ancillary agreements, deeds, documents and writings as placed before the Board, depicting major terms and conditions be and are hereby approved.

RESOLVED FURTHER THAT any director of the Company and/or Mr. Vipul Dagar , Authorized Signatory of the Company be and is hereby severally authorized to sign and execute the aforesaid Agreement For Sale-Cum-Conveyance & Sale Deed, Sale Deed, Powers of Attorney, Escrow Agreement, Possession Letter, General Power of Attorney (by the Company and Landowners in favour of Oberoi Realty Limited), Escrow Agreement (by and amongst the Company, Landowners, Escrow Bank and Escrow Trustee), Possession Letter and all other agreements, deeds, documents and writings incidental thereto and register the said documents in the office of concerned sub-registrar, registrar, if required, and to do all such acts, deeds and things, as may be incidental and necessary to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted wherever and whenever required under the signatures of any Director of the Company.

For IREO PRIVATE LIMITED
For IREO PVT LTD

(Director)




Director/Auth. Sign.





For Adson Software Pvt. Ltd.


K Director

















2/11

1/11



















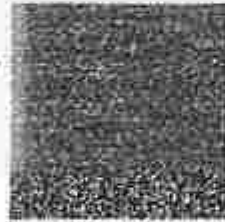
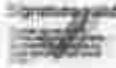


भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 2096/10050/55747

To
रमेश कुमार यादव
Rajender Kumar Yadav
S/O Ram Ashray Yadav
House No-881
C-1 Block
Phase-4
Aya Nagar
South Delhi Delhi - 110047
9999235317



आपका आधार क्रमांक / Your Aadhaar No. :

4920 4546 2482

VID : 9174 9726 6888 9973

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



रमेश कुमार यादव
Rajender Kumar Yadav
जन्म तिथि/DOB: 15/12/1982
लिंग/ GENDER: MALE

4920 4546 2482

VID : 9174 9726 6888 9973

मेरा आधार, मेरी पहचान



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
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- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
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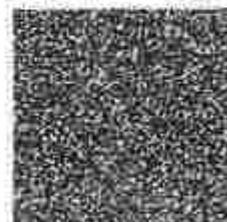


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पते
S/O रमेश कुमार यादव, हाउस नं-881, सी-1 ब्लॉक,
फेज-4, आया नगर, दक्षिण दिल्ली,
दिल्ली - 110047

Address:
S/O Ram Ashray Yadav, House No-881, C-1
Block, Phase-4, Aya Nagar, South Delhi,
Delhi - 110047



4920 4546 2482

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भारत सरकार
Unique Identification Authority of India
Government of India

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To
विपुल डगर
Vipul Dagar
S/O Azad Singh
164, 5 BBSWA MOHALLA
NEAR SHIV MANDIR
Maidan Garh
Maidan Garh
South Delhi Delhi - 110068
9810330272



आपका आधार क्रमांक / Your Aadhaar No. :

3349 2193 3890

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



विपुल डगर
Vipul Dagar
उप जन्म तिथि/DOB: 10/10/1999
पुरुष/ MALE

3349 2193 3890

मेरा आधार, मेरी पहचान



- सूचना
- आधार पहचान का प्रकार है, नागरिकता का नहीं।
 - पहचान का प्रमाण ऑनलाइन वैबिकेनल द्वारा प्राप्त करें।
 - यह एक इलेक्ट्रॉनिक पत्रिका द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार अविच्छेद में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

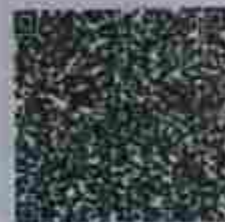


Unique Identification Authority of India

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पता:
S/O Azad Singh, 164, 5 BBSWA MOHALLA, NEAR SHIV MANDIR, MAIDAN GARH, SOUTH DELHI - 110068

Address:
S/O Azad Singh, 164, 5 BBSWA MOHALLA, NEAR SHIV MANDIR, MAIDAN GARH, SOUTH DELHI - 110068



3349 2193 3890




CERTIFIED TRUE COPY OF THE EXTRACT OF THE RESOLUTION PASSED BY THE OPERATIONS COMMITTEE OF THE BOARD OF DIRECTORS OF OBEROI REALTY LIMITED AT ITS MEETING HELD ON OCTOBER 30, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT MUMBAI

"RESOLVED THAT the Company do enter into Agreement for Sale-Cum-Conveyance & Sale Deed, Sale Deed ("**Agreements**") with IREO Residences Company Private Limited and others for the purchase and acquisition of all those pieces and parcels of land admeasuring approximately 14.816 Acres equivalent to 59,956.20 square meters at Village Ghata, Tehsil Sohna, Sector-58, Gurugram in the State of Haryana, as more particularly described in the Agreements, and also execute power/s of attorney, and all such other ancillary, incidental, or consequential agreements, deeds, undertakings, affidavits, notices, letters, intimations, documents, and writings in connection with the foregoing."

"RESOLVED FURTHER THAT Mr. Vikas Oberoi, Mr. Saumil Daru, Mr. Rajendra Chandorkar, Mr. Arunkumar Kotian, and Mr. Bhaskar Kshirsagar (collectively "**the Authorized Signatories**") be and are hereby severally authorized (i) to agree, negotiate, finalise, settle, sign, execute and deliver the Agreements, power/s of attorney, and all such other ancillary, incidental, or consequential agreements, deeds, undertakings, affidavits, notices, letters, intimations, documents, and writings; (ii) to lodge all or any of the documents mentioned therein for registration and to appear before the concerned Sub-Registrar of Assurances to admit execution thereof for the purpose of registration thereof either by the Authorised Signatories or any duly appointed authorized representative through them; (iii) to participate in meetings, providing information/ responses, represent the Company in all matters before all persons/ offices/ authorities; (iv) to generally deal in all matters in connection with or relating to or arising out of the transaction; and (v) to do all such acts, deeds matters and things as are necessary or required or considered expedient in connection with or incidental to the foregoing resolution."

"RESOLVED FURTHER THAT a copy of the above resolution or any extract thereof duly certified as true copy by any Director or Company Secretary of the Company, be furnished to such persons/ authorities as may be required from time to time."

Certified True Copy
For Oberoi Realty Limited


Vikas Oberoi
Managing Director



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

OBEROI REALTY LIMITED



08/05/1998

Permanent Account Number

AABCK0235H

18012010



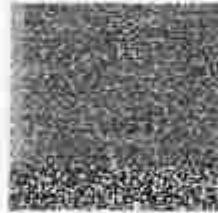


भारत सरकार
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

नोंदणी क्रमांक/ Enrolment No.: 0000/00714/48637

To
श्रीश्रीत अश्विन दारु
Saumil Ashwin Daru
B4802, Oberoi Exquisite
Abe Karmaakar Marg
Near Oberoi International School
Goregaon East
Mumbai
Mumbai Suburban Maharashtra - 400063
9820133927



आपला आधार क्रमांक / Your Aadhaar No. :

9307 8412 4907

VID : 9193 7998 7022 3635

माझे आधार, माझी ओळख



भारत सरकार
Government of India



श्रीश्रीत अश्विन दारु
Saumil Ashwin Daru
जन्म तारीख/DOB: 04/12/1970
लिंग/ GENDER: MALE

9307 8412 4907

VID : 9193 7998 7022 3635

माझे आधार, माझी ओळख



Government of India



सहिती

- आधार ओळखीचा पुरावा आहे नागरिकत्वाचा नाही
- सुरक्षित QR कोड / ऑफलाईन XML / ऑनलाईन प्रमाणीकरण वापरून ओळख सत्यापित करा.
- हे इलेक्ट्रॉनिक पत्रिके द्वारे तयार झालेले एक पत्र आहे.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
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- This is electronically generated letter.

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- आधार आपल्याला विविध सरकारी आणि खाजगी सेवा सुलभतेने घेण्यास मदत करते
- आपला मोबाइल नंबर आणि ईमेल आयडी आधारमध्ये अद्ययावत ठेवा
- आपला स्मार्ट फोनमध्ये आधार च्या - mAadhaar App वापरा

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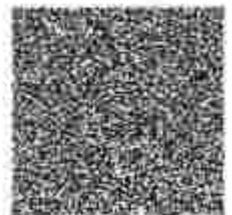


भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India



पत्ता:
B4802, Oberoi Exquisite, Abe Karmaakar
Marg, Near Oberoi International School,
Goregaon East, Mumbai, Mumbai Suburban,
Maharashtra - 400063

Address:
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Marg, Near Oberoi International School,
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Maharashtra - 400063



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VID : 9193 7998 7022 3635

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DATED THIS DAY OF MAY 2024

BY AND BETWEEN

IREO RESIDENCES COMPANY PRIVATE LIMITED
... the Company

AND

ADSON SOFTWARE PRIVATE LIMITED & 9 ORS.
...the Vendors

AND

OBEROI REALTY LIMITED ... The Purchaser

SALE DEED



M/S. WADIA GHANDY & CO.
Advocates, Solicitors & Notary
N.M. Wadia Building
123, M.G. Road, Fort
Mumbai 400001

