

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 15/03/2024

Certificate No. G002024C4564



Stamp Duty Paid : ₹ 946100

GRN No. 113978126



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Brahma city pvt ltd

H.No/Floor : B8

Sector/Ward : Na

LandMark : Cabin no 11 ansal tower 38 nehru

City/Village : New delhi

District : Delhi

State : Delhi

Phone: 93*****94



Buyer / Second Party Detail

Name : Adani brahma synergy pvt ltd

H.No/Floor : 53

Sector/Ward : Na

LandMark : Block c flatted facto

City/Village: New delhi

District : Delhi

State : Delhi

Phone : 93*****94

Purpose : Conveyance Deed

Property All Duty Has Been Complete

P.ID:- 1C6950K4

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CONVEYANCE DEED

THIS Conveyance Deed (hereafter referred to as the Deed) is made at Gurugram on this 26th day of May 2025.

BETWEEN

Brahma City Pvt. Ltd. (CIN No. U45400DL2008PTC175331), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Flat No.B-8, Ansal Tower 38, Nehru Place New Delhi-110019 and its corporate address Epitome, Building no. 5A, 10th floor, DLF Cyber city, Phase 3, Gurgaon 122 002 (PAN NO. – AADCK3277H) through its duly authorized person Shri Manohar Dhasmana S/o Shri M N Dhasmana (Aadhaar No. 4762 9719 9180) duly authorized vide board resolution dated 07th April 2025 hereinafter referred to as 'VENDOR' (which expression shall, unless excluded by or repugnant to the subject or context of this



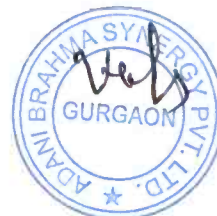
Deed, be deemed to include their successors in interest, executors and assigns etc.) on one hand

In favour of

Adani Brahma Synergy Pvt Ltd (CIN No U45200DL2017PTC317052) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Block-C, Flat No-53, Flatted Factory Complex, Jhandewalan New Delhi-110055 and its corporate address 3rd Floor, Miracle Mile, Brahma City, Sector-60 Gurugram (PAN NO. – AAPCA5275K) through its duly authorized person Shri Ved Singh S/o Shri Ramji Lal (Aadhaar No. 4816 6324 2723) duly authorized vide board resolution dated 07th April 2025 hereinafter called the VENDEE (which expression shall, unless excluded by or repugnant to the subject or context of this Deed, be deemed to include its successors in interest, executors and assigns etc. etc.) on other hand.

Whereas the Vendor is the absolute owner and in possession of 141.66873 acres of land falling in villages Ullahawas, Maidawas, Kadarapur and Nagli Umarpur, District Gurugram, Haryana("hereinafter referred to as said Land") and is developing an integrated township by the name of "Brahma City" which is situated in sector 60, 61, 62, 63 & 65 Gurugram Haryana in terms license no. 64 of 2010 granted by the Director, Town & Country Planning Haryana on said Land. The Layout cum demarcation plan has been approved by DTCP Haryana vide Drawing No 5925 dated 12.06.2017 and zoning plans have also been approved by the Director Town & Country Planning, Haryana vide letter dated 07.07.2017 bearing memo no. ZP-763-Vol-III/AD(RA)/2017/15880 for development of township as stated herein.

And whereas as aforesaid the VENDOR is sufficiently entitled to the various plots of land in the Township and no one besides the VENDOR has any interest, right or claim of any kind in the said land which is free from all encumbrances and legal disputes and the VENDOR have full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.



Reg. No.

Reg. Year

Book No.

4506

2025-2026

1

विकेता

कैता

गवाह



विकेता :- Mr. MANOHAR DHASMANAOTHER BRAHMA CITY PVT LTD..

कैता :- thru VED SINGHOTHERADANI BRAHMA SYNERGY PVT LTD

गवाह 1 :- HARADEER SINGH

गवाह 2 :- SHAM

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4506 आज दिनांक 26-05-2025 को बही नं 1 लिद नं 201 के पृष्ठ नं 50.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 लिद नं 6855 के पृष्ठ संख्या 28 से 27 पर छिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा और सामने किया है।

दिनांक 26-05-2025

उप/संयुक्त पंजीयन अधिकारी वजीराबाद



And Whereas as per the request of the VENDEE, the VENDEE has been allotted Plot No. **164** in **I** Block, Brahma City Sector-63 Gurugram Haryana admeasuring **293.50** sq. mtrs. (**351.03** square yards) (as per Schedule-1 attached herewith) (hereinafter referred to as the "Said Plot") forming part of the approved Layout/Zoning plan of the said township, and which plots of land are more particularly described in the "Schedule1" hereinafter mentioned, for the sale consideration of **Rs.1,35,14,500/- (Rupees One Crore Thirty Five Lakh Fourteen Thousand Five Hundred Only)** (which includes all/any taxes including GST, levies, cess, charges or assessments, whether levied or leviable in future , on the land comprising the Plots or Plot, by any Govt. Authority(ies) or Department or Agency etc) .

And Whereas the VENDEE has undertaken that it shall be bound by all the conditions and the stipulations imposed by Director, Town & Country Planning and other Competent Authority in respect of the said township including the said plot and the conveyance deed and the terms and conditions broadly setout herein.

And Whereas the VENDORS are conveying the said plot of land unto the VENDEE on the terms and conditions stated herein below:

NOW THEREFORE THIS CONVEYANCE DEED BETWEEN THE VENDOR, AND VENDEE WITNESSETH AS UNDER:

1. In consideration for sum of **Rs.1,35,14,500/- (Rupees One Crore Thirty Five Lakh Fourteen Thousand Five Hundred Only)**, which has been paid by the VENDEE to the VENDOR the receipt whereof is hereby admitted and acknowledged by the VENDOR, the VENDOR do hereby sell, grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land comprising the said plot of land bearing Plot No. / Block No/ located in Brahma City, Sector-63, Gurugram as per detailed below:

S.No	Block	Plot No.	Area Sq. Mtr.	Area Sq. Yd.	Sector	Tehsil and District
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1	I	I64	293.50	351.03	63	Wazirabad, Gurugram
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and more particularly described in the Schedule 1 annexed herewith together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said plot subject to adherence of terms and conditions as stated hereinafter. VENDEE is entitled to hold, use and enjoy the same in the manner permitted by the Director, Town & Country Planning without any hindrance or claim from the VENDOR.

2. That the VENDOR assures the VENDEE that the said plot is free from encumbrances such as sale, gift, mortgage, disputes, attachment, lien, legal flaws, claims etc. and there is no legal impediment or restraint of any nature whatsoever for transfer of the said Plot to the VENDEE .
3. That the actual physical vacant possession of the said Plot has been handed over by the VENDOR to the complete satisfaction of the VENDEE and the VENDEE has taken over the same to its complete satisfaction in respect of its title, area, location, dimensions etc. and all issues/claims whatsoever in this regard has been settled. VENDOR has been left with no claim of any nature whatsoever including monetary claim, if any against the VENDEE.
4. That the VENDOR and the VENDEE shall be bound by the terms and conditions of allotment and all the relevant terms thereof shall be deemed to be incorporated in the Conveyance Deed and as such forms part of the Conveyance Deed.
5. That all rates, taxes or other charges levied or leviable in respect of the said Plot of land shall be payable and be paid by the VENDEE with effect from the date hereof.
6. That the Vendor will endeavor to make provision of internal services, as the case may be, for the residents of Brahma City, Gurugram. However, the nature, extent, specifications, time and other matters related to the provision of these facilities shall be at the sole discretion of the Vendor,
7. That the Conveyance Deed is subject to all laws and notifications and rules applicable to this area, including terms and conditions of the License(s) granted by





the Director Town and Country Planning, Haryana, Chandigarh (DTCP) for setting up Brahma City, Gurgaon, and undertakings and agreements executed by the vendor with DTCP, in this regard and that the VENDEE has familiarized and satisfied himself/herself/themselves with all the aforesaid and other applicable agreements, arrangements, undertakings and conditions etc.

8. That all taxes including GST, levies, cess, charges or assessments, whether levied or leviable in future, on the land comprising the said Plot by any Govt. Authority(ies) or Department or Agency shall be borne and paid by the VENDEE on pro-rata basis or to be reimbursed to the VENDOR on actuals in the event the same is discharged by the VENDOR as determined by the VENDOR from the date of execution of this Conveyance Deed.
9. That the operation and maintenance of various Services and Facilities in the Brahma City, Gurgaon shall be managed by the Maintenance Agency to be appointed by the Vendor (hereinafter referred to as the "Maintenance Agency"). The VENDEE doth hereby agrees and confirms that VENDEE shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the VENDEE. The VENDEE hereby expressly discharges the VENDORS from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
10. That the VENDEE or its nominees/assignees/subsequent purchasers of said Plot shall enter into a separate Maintenance Agreement with the Maintenance Agency to be appointed by the Vendor. VENDEE or its nominees/assignees/subsequent purchasers of said Plot agree to execute the Maintenance Agreement with Maintenance Agency on the possession of the said Plot or owners of buildings made therein. The VENDEE or its nominees/assignees/subsequent purchasers of said Plot or owners of buildings made therein shall be liable to pay the maintenance charges as per the demand raised by the Maintenance Agency/Vendor/ from time to time in respect of the services provided for the said Plot after 30 days from the





date of offer of possession of the said plot by the VENDOR to the VENDEE and shall not keep the same in arrears. That in the event of sale, transfer, assignment, etc of the Plot and / or the building thereon by the Vendee, the Vendee shall obtain a NOC from the Maintenance Agency prior to any such sale, transfer, assignment, etc. failing which the Vendee and his / her buyer, transferee, assignee etc. shall be jointly and severally liable for payment of such arrears in maintenance charges.

11. That the VENDEE shall have the ownership right only in respect of the said Plot and shall have absolutely no such right and title in the common areas of Brahma City, Gurugram including the community buildings, open spaces etc. developed and/or to be developed by the vendor in the said township. The VENDEE or any other person(s) claiming through the VENDEE shall not be entitled to bring any action for partition or division of the said areas and facilities, or any part thereof. The VENDEE shall only have the right of ingress/egress, over or in respect of open spaces, and/or any other common areas in the Brahma City, Gurugram such as parks, community buildings, etc. The VENDEE doth hereby agrees and confirms that VENDEE shall not create any blockages, elevations, constructions in the common area and shall indemnify the VENDORS for any losses and damages to the VENDORS for any of its acts of omission or commissions in this regard.
12. That the VENDOR reserves the sole right to develop the unused areas and/or common areas in Brahma City, Gurugram in accordance with the necessary sanctions as and when obtained by the VENDOR and the VENDEE shall have no right of objection or reservation, whatsoever in this regard.
13. That the expenditure incurred by the Vendor, for connecting the services for the benefit and use of the occupants from the mains infrastructure laid along the road shall be incurred by the Vendor. The amount for laying and maintenance of common infrastructure shall be incurred by the Vendor .
14. That the VENDEE shall make his own arrangement to arrange STP treated water required for construction purpose. The Vendor shall provide regular water connection upon furnishing copy of the Occupation / Completion certificate, and upon payment of costs for redoing and repair works in the available infrastructure





required to be undertaken in providing such connections, in addition to the applicable charges and other costs, charges and expenses that may be incurred by the VENDEE. If the Vendor fails to provide the facilities as aforesaid then Vendee may arrange the same and shall bill the expenses to Vendor which shall be treated as final and binding upon Vendor.

15. That the VENDEE shall be entitled to obtain sewer / storm water connection after furnishing a copy of the occupation / completion certificate issued by the concerned authority in respect of the Said Plot and upon payment of costs for redoing and repair works in the available infrastructure required to be undertaken in providing such connections, in addition to the applicable charges and other costs, charges and expenses that may be incurred by the VENDEE.
16. The VENDEE shall pay on demand to the VENDORS or the concerned authority, as the case may be, any and all additional enhanced and/or revised external development charges, infrastructure development charges, or any other charges/taxes, which may become due on account of enhancement and/or revision of such charges at any time in future over and above those prevailing on the date of this Conveyance Deed and/or any other charges levied by Government from time to time or any time in future or other authorities on the said Plot of land on a pro-rata basis. The VENDORS decision regarding the determination of the pro-rata share shall be final and binding on the VENDEE.
17. That, the VENDEE shall not use or allow to use the said Plots for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of the neighboring plots, etc. The VENDEE has undertaken and doth hereby undertake that the VENDEE shall be solely responsible and liable for violations, if any, of any of the provisions of the law of the land and applicable rule, regulation or direction by the HUDA or any other competent authority and that the VENDEE shall indemnify and keep indemnify the VENDORS for any liability and/or penalty in that behalf.





18. That, the VENDEE shall not carry out fragmentation/sub-division of the said Plot in any manner whatsoever, under any circumstances, failing which the VENDEE shall be solely and exclusively liable for all consequences arising therefrom.
19. That the VENDEE shall be entitled to obtain electric directly from the DHBVN or Resident Welfare Association or Operation and Maintenance Agency or such other company/ agency competent to supply electrical energy in the Said Plot at its own cost and expense The tariff applicable during temporary supply in the construction phase will be as per applicable DHBVN Temporary connection .However the VENDEE shall be entitled to apply for Regular Power connection as well as Power Back-up facility upon obtaining Occupation certificate from the concerned authority at the cost and expense of the VENDEE, , which shall be made available, on payment of usage charges only after furnishing the Occupation / completion certificate. If the Vendor fails to provide the facilities as aforesaid then Vendee may arrange the same on its own and shall bill the expenses to Vendor which shall be treated as final and binding upon Vendor. .
20. That the Vendor shall make provisions for common water supply to Brahma City, Gurgaon and VENDEE herein undertakes to pay on demand to the Vendor, proportionate share as determined by the Vendor towards providing the same. The VENDEE shall never default in payment of its proportionate share of water consumption charges as demanded by the vendor. If the Vendor fails to provide the common water supply facilities as aforesaid then Vendee may arrange the same and shall bill the expenses to Vendor which shall be treated as final and binding upon Vendor.
21. That the VENDEE shall not object to the VENDOR constructing or continuing the development of the vacant lands and/or carrying out the construction/modification of other building in Brahma City. That the VENDEE has fully understood and has agreed that he/she either individually or jointly or through anybody, will not institute and pursue any objection except as provided under law whatsoever against the





Vendor, and/or their agents from developing and constructing the said township in any manner whatsoever.

22. The VENDEE shall hereafter abide by the terms and conditions of this Deed and the applicable laws and should there be any contravention or non-compliance of the provision of this Sale/Conveyance Deed or the terms and conditions of allotment, the VENDEE shall be solely liable for the same.
23. That the VENDOR shall abide by all the laws, bye- laws, rules, regulations and directions of the Govt./local authorities etc. relating to the "Brahma City" or of the said Plot and shall be solely responsible and liable for violation, if any, of any of the provisions of law and the VENDOR shall indemnify the VENDEE for any liability and/or penalty in that behalf.
24. That the Vendee hereby agrees and undertakes that in case the VENDEE transfers his rights, title and interest in respect of the said Plot/Building developed on Plot whether in full or in part, in favour of any Third Party (ies) including successors in interest, then in such eventuality the Third Party(ies) to whom the right, title and interest has been conferred by the VENDEE shall pay an amount as may be determined by the maintenance Agency towards the mutation charges for the purpose of registration of mutation of the said Plot/Flat whether in full or in part."
25. That all the transferees of the VENDEE's interest in the said Plot/Building developed on Plot, hereby being sold shall always be bound by the terms and conditions of this Conveyance Deed. The VENDEE shall be bound to inform and disclose this condition to the transferee.
26. That for all intents and purposes, singular includes plural and one gender includes the other gender.
27. That all expenses, charges, including stamp duty, transfer duty and registration charges for registration of the Conveyance Deed have been borne and paid by the VENDEE.





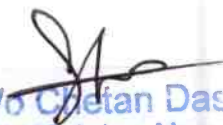
28.If any provision of this Conveyance Deed shall be determined to be void or un-enforceable under any applicable law, such provisions shall be deemed, amended or deleted in so far as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to confirm to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

29.That the courts in Gurugram and Haryana alone shall have jurisdiction in the matters as envisaged herein.

In witness whereof the VENDORS and the VENDEE have signed this Conveyance Deed at Gurugram, on the date, month and year first above written in the presence of the witnesses.

Witness:

1. 
HARBIR SINGH
ADVOCATE

2. 
Sham S/o Chetan Dass
Resi.- 149/12 Arjun Nagar
Gurugram


Brahma City Pvt. Ltd
(VENDOR)


Adani Brahma Synergy Pvt Ltd
(VENDEE)

SCHEDULE 1
DESCRIPTION OF PLOT

All that piece and parcel of land bearing Plot No. **I-64** Block No-**I** admeasuring **(293.50** sq. mtrs.) **(351.03** sq. yds.) in the township known as "Brahma City" Sector 63 at Gurugram Haryana.

