

हरियाण HARYANA

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#### LC-IV

AGREEMENT BY THE PROMISEE OF LAND INTENDING TO SET UP A PLOTTED RESIDENTIAL COLONY

This agreement is made on this 2124. day of August, 2010 (Two Thousand Ten)

#### BETWEEN

Amit Katyal Director of M/s Krrish Builtech Pvt. Ltd. Collaborator Company on behalf of the Land Owners as under :-

Flands D. A. (MO) Teipal, Dal Chand, Chiman Lal, Hari Ram Satbir Ss/o Ram Phal, Vidhi s/o Gabdu, Smit Geeta W/o Rajeshwar, Jhahriyamal S/o Bansi Ram,

Rabinder, Behram Singh, Behram Pal S/o Hari Ram

Sny Behramwati D/o Hari Ram, Hari Chand, Hari Kishan s/o Kehar,

Layak Ram, Suraj, Des Raj, Gaj Raj Ss/o Sultan, Smt Virmati W/o Des Raj,

Smt Virmati, Jagwati; Dharamwati Ds/o Amar Singh,

Vatan Rati Ram Ss/o Khilka

Dharambir, Ranbir Ss/o Amar Singh,

For Krrish Buildtech Pvt. Ltd.

Director

Siriya, Shri Chand, Duli Chand, Sahaj Ram, Jay Pal Madanpal Ss/o Bansi, Tejpal, Rajpal, Omparkash, Bir Singh Ss/o Pyare lal Smt Rajo, Prem, Bhagwati Ds/o Pyare Lal, Jai Parkash, Behram Parkash Ss/o Data Ram, Des Raj S/o Sultan, Bhikhan S/o Shanti, Jagmali D/o Sultan, Rati Ram, Parbhu-Sattan-Rattan Singh, Budhi Ss/o Gabdu Sita Ram S/o Murlidhar, Kanwar Singh, Raju Ss/o Singa Ram, Lakhi Ram s/o Shiv Narayan,

Dharmbir, Om Parkash, Dhani Ram Uraf Babu Raj Ss/o Hari Singh, Chander Pal, Sanjay Ss/o Kanwar Singh, Ajit Singh, Rohtash Ss/o Umrav,

Giri Raj Singh, Gajraj Singh, Hans Raj Ss/o Bhudhan, Ram Singh s/o Kundan Singh, Dharampal, Ram Pal alias Raj Pal, Ram Kumar Ss/o Chander

Nepal Singh s/o Chander,

Sunder Singh, Surender Singh, Jitender Singh, Ravinder Singh Ss/o Sukh Pal, , Ranbir, Jagbir Ss/o Bucha, Lekhi S/o Parshadi,

Khushi Ram Ss/o Harbansh, Sahab Singh S/o Ram Sawarup, Kuldeep S/o Ajit Singh, Amit Kumar s/o Ram Chander,

Vikash, Aakash Ss/o Charan Singh,

Naresh S/o Mawasi, Vinod Wd/o Mawasi, Sher Singh, Jagni, Tej Pal Ss/o Harbansh, Smt Vijindri Wd/o Charni, Smt Bimla, Jagresh D/o Khaman, Parveen, Naveen Ss/o Kheman,

Rajinder, Satbir, Ranbir Ss/o Khami,

Babu Ram, Om Parkash, Vijinder Ss/o Kharak Singh,

Smt Prem W/o Kharak Singh,

Rohtash, Dharambir, Satish Bhagat Singh Ss/o Chandi Ram,

Shish Pal, Veg Raj Sslo Charan Singh

Sube Singh s/o Likhi Ram, Rattan Lal s/o Khushhal, Shirya, Shiri Chand, Duli Chand, Sahaz Ram,

Jai Pal, Madan Lai Ss/o Bansi, Sant Ram s/o Wazira,

Naresh- Mahesh Karishan Ss/o Sant Ram,

Ramesh s/o Lekh Ram, Hoshiyari W/o Anant Ram,

Rakesh Suri s/o Rishi Raj, Sanjeeb S/o Puran,

Parshadi Lal S/o Cheti Lal, Sunil Kumar S/o Attar Singh,

Sanjay Sharma S/o P Sharma, Satish S/o Tuli Ram,

Hari Kishan, Ram Kishan, Vijay Pal, Ram Babu, Shayam Babu Ss/o Gabdu,

Ram Phal S/o Gabdu, Ram Rikh, Mange Ram Ss/o Gokul, Parkash, Mahi Pal, Shri Pal, Ram Pal, Jai Pal Ss/o Suraj Mal,

Dharambir, Om Parkash, Dharam alias Babu Ss/o Hari Singh,

Smt Sandhya W/o Shali Vahan, Kumari Shiwa D/o Shali Vahan Parmar,

For Krrish Buildtech Pvt. Ltd.

Director

Smt Kunti W/o Digamber Sein,

Bhagwan Dass S/o Kaura Ram, Nand Kishore, Pursan Lal Ss/o Asha Nand,

Bikhi Ram- Kushi Ram, Tek Ram Ss/o Bedle,

Dharambir S/o Harbhajan, Sunny Nitin Ss/o Dharam,

Dharam Singh Uref Dharmbir S/o Harbhajan,

Smt Sunita W/o Shahmal,

Pardeep Kumar ,Devi Singh Ss/o Nawal Singh, Smt. Kamala Devi,

Santosh, Karishna, Prem Lata Ds/o Nawal Singh, Smt. Taripta, Wd/o Nawal Singh,

Smt Kiran W/o Dharam alias Dharambeer,

Gaj Raj Singh, Hans Raj Singh Ss/o Budhan,

Smt Bhagwati W/o Ram Singh,

M/s Ragal Green Land (P) Ltd, M/s Ornamental Realtors (P) Ltd

M/s Lavkush Builders (P) Ltd, M/s A. B. W. Infrastructure (P) Ltd,

M/s Fori Propbuild (P) Ltd, M/s Fondant Propbuild (P) Ltd,

M/s Serial Buildtech (P) Ltd, M/s Layjaind Buildcon (P) Ltd,

M/s M. K. MS Auto (P) Ltd, M/s Aarnon Builders Developers (P) Ltd.

M/s Aarli Builders Developers (P) Ltd, M/s Tanmay Developers (P) Ltd,

M/s Bela Builders & Developers (P) Ltd, M/s Krina Estate Developers (P) Ltd,

M/s Aalia Estate (P) L(d.

M/s Jai Kishana Promoters & Builders (P) Ltd,

M/s Legand Buildcon (P) Ltd, M/s Hamoshak Buildwell (P) Ltd,

M/s Tamanye Developers (P) Ltd, M/s B N Promoters (P) Ltd,

A. (MOM/s Paywing Propouild (P) Ltd, M/s Himadri Real Estate & Developers (P) Ltd.

M/s Alphanso Builders & Developers (P) Ltd.

Company registered under the Companies Act, 1956 and having its registered office 406, 4th Floor, Elegance Tower, 8 Jasola, Distt. Centre, New Delhi - 25, (hereinafter called the "Owner") of the one part and the Governor of Haryana acting through the Director Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

WHEREAS the OWNER is in possession of the land mentioned in the Annexure hereto for the purpose of converting into Plotted Residential Colony.

AND WHEREAS under Rule II of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the sa id "Rules"), one of the conditions for the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development Works in accordance with the license finally granted for setting up a Plotted Residential Colony on the land measuring 151.5% Acres falling in the revenue estate of Village Nangli Umarpur, Ullawas, Maidawas, Kaderpur in Sector- 60, 61, 62, 63 & 65, Gurgaon

### NOW THIS DEED WITNESSETH AS FOLLOW

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Plotted Residential Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and regulation of Urban Areas Rule, 1976 by the Owner, hereby covenants as follows:

For Krrish Buildtech Pvt. Ltd.

- a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time with 10 (ten) days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development Works and construction work in the colony.
- b) That the owner undertakes to pay the proportionate External Development Charges as per rate, schedule, terms and conditions hereto:-
- That the Owner shall pay proportionate External Development Charges at the tentative rate of Rs. 68.72 Lacs per acre for the plotted area of (45.90) acres & 274.879 Lacs per acres for the commercial component on the land measuring acre. These charges shall be payable to that Haryana Urban Development Authority (HUDA) through the Director Town & Country Planning Haryana, either in lump-sum within 30 days from the date of grant of license or in ten equal half yearly installment of 10% each i.e.
  - a) First installment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license:
- b) 6 Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount.
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  - ii) The EDC rates are under review and are likely to be finalized soon. In the event of increase of EDC rates the colonizer shall pay the enhanced amount of External Development Charges and the interest of installments from the date of grant of licence and shall furnish the Additional Bank Guarantee if any, on the enhanced EDC rates.
  - iii) in case the Colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
  - iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installment on the due date, an additional penal interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable upto period of three (3) months & additional three (3) months with the permission of Director, Town & Country Planning.
  - before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the colonizer shall be bound to do so.

For Krrish Buildtech Pvt. Ltd.

- VI) Enhance compensation on land cost, if any, shall be payable extra as decided by Director, from time to time.
- The Colonizer will arrange the electric connection from outside sources for electrification of their colony from H.V.P.N. if they fail to provide electric connection from H.V.P.N. the Director Town & Country Planning will recover the cost from the Colonizer and deposit it with H.V.P.N. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, will be required to get the "electrical (distribution) services plan/ estimate" approved from the agency responsible for installation of "external electricity service", i.e. HVPN/UHBVNL/DHBVNL, Haryana and complete the same before obtaining occupation completion certificate for the colony.
- viii) No EDC would be recovered from the EWS/LIG categories of allottees.
  - That these rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owners shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of license
  - b) That the owners shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under rule- 16 of the Rules unless earlier relieved of this responsibility, when the owners shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
  - c) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, hospitals, community centres and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining the prior permission of the Director, Town & Country Planning.

All the community building will be got constructed by the colonizer within a time period of three years from the date of grant of license.

For Krrish Buildtech Pvt. Ltd.

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- d) That the Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a while.
- e) 'That the Owners shall complete the internal development works within two years of the grant of license.
- That the owner shall deposit infrastructure development charges @ Rs. 500/- per sq. mtr for permissible saleable plotted area and a @ Rs. 1000/- per sq. mtr for commercial area through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid amount of \*DC shall carry and interest of 18% p.a. (simple) for the delay in the payment of installment.
- g) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect of the development works in the colony and the owner shall carryout all the direction issued to him for ensuring due compliance of the execution of issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- That without prejudice to anything contained in this agreement all the provisions contained in the Act and the rules shall be binding on the owner.
- That the owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HSIIDC and make their own arrangement for temporary disposal or give the requisite land.
- k) That the Owners undertakes to pay proportionate external development charges (EDC) for the area earmarked for Plotted Colony, as per rate schedule terms and conditions given in clause 1 (b) of the Agreement.
- Provided always and it is hereby agreed that should the owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act & the Rules, then and in any such cases and not withstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

For Krrish Buildtech Pvt. Ltd.

- 3 Upon cancellation of the licence under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban-Areas Act, 1975 and the Haryana development and regulation of Urban areas Rules, 1976 as amended up to date. The Bank Guarantee in the event shall stand forfeited in favour of the Director.
- The stamp duty and registration charges on this deed shall be borne by the Owner.
- 5 The expression the "Owner" herein before used/shall includes his heirs, legal representatives, and successors and permitted assignees of the "Owners" and the "Developer".
- After the layout plan and development works or part thereof in respect of the Plotted Residential Colony or part thereof have completed and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf from the owner, release the Bank Guarantee or part thereof, as the case may be, Provided that, if the completion of the Plotted Residential Colony is taken in parts, only the part of the Bank Guarantee responding to the part of the Plotted Residential Colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule-16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owners.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND YEAR ABOVE FIRST WRITTEN.

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(AMIT KATYAL) Director
M/s Krrish Buildtech Pvt.Ltd.

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Director
Town & Country Planning,
Haryana, Chandigarh

Director
Town & Country Planning
Haryana, Chandigarh



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# FORM LC-IV-B BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A PLOTTED COLONY

D. A. (WO) his agreement made on 215+

\_day of <u>flugus7</u>, 2010 (Two Thousand Ten)

#### BETWEEN

Amit Katyal Director of M/s Krrish Builtech Pvt. Ltd. Collaborator Company on behalf of the Land Owners as under:-

Tejpal, Dal Chand, Chiman Lal, Hari Ram Salpir Ss/o Ram Phal, Vidhi s/o Gabdu, Smt Geeta W/o Rajeshwar, Jhahriyamal S/o Bansi Ram, Rapinder, Behram Singh, Behram Pal S/o Hari Ram Smt Behramwati D/o Hari Ram, Hari Chand, Hari Kishan s/o Kehar, Layak Ram, Suraj, Des Raj, Gaj Raj Ss/o Sultan, Smt Virmati W/o Des Raj,

For Krrish Buildtech Pvt. Ltd.

D.T.C.<del>P. (HR)</del>

TERRETARIA NA CARATTANIA ANTALA

Director

Smt Virmati, Jagwati, Dharamwati Ds/o Amar Singh, Vatan Rati Ram Ss/o Khilka Dharambir, Ranbir Ss/o Amar Singh. Siriya, Shri Chand, Duli Chand, Sahaj Ram, Jay Pal Madanpal Ss/o Bansi. Tejpal, Rajpal, Omparkash, Bir Singh Ss/o Pyare lal Smt Rajo, Prem, Bhagwati Ds/o Pyare Lal, Jai Parkash, Behram Parkash Ss/o Data Ram, Des Raj S/o Sultan, Bhikhan S/o Shanti, Jagmali D/o Sultan. Rati Ram, Parbhu-Sattan-Rattan Singh, Budhi Ss/o Gabdu Sita Ram S/o Murlidhar, Kanwar Singh, Raju Ss/o Singa Ram, Lakhi Ram s/o Shiv Narayan, Dharmbir, Om Parkash, Dhani Ram Uraf Babu Raj Ss/o Hari Singh, Chander Pal, Sanjay Ss/o Kanwar Singh, Ajit Singh, Rohtash Ss/o Umrav, Giri Raj Singh, Gajraj Singh, Hans Raj Ss/o Bhudhan, Ram Singh s/o Kundan Singh. Dharampal, Ram Pal alias Raj Pal, Ram Kumar Ss/o Chander Nepal Singh s/c Chander. Sunder Singh, Surender Singh, Jitender Singh, Ravinder Singh Ss/o Sukh Pal, Ranbir, Jagbir Ss/o Bucha, Lekhi S/o Parshadi, Khushi Ram Ss/o Harbansh, Sahab Singh S/o Ram Sawarup, Kuldeep S/o Ajit Singh, Amit Kumar s/o Ram Chander, Vikash, Aakash Ss/o Charan Singh. Naresh S/o Mawasi, Vinod Wd/o Mawasi, (MO)Sher Singh, Jagni, Tej Pal Ss/o Harbansh, Smt Vijindri Wd/o Charni, Smt Bimla, Jagresh D/o Khaman, Parveen, Naveen Ss/o Kheman, Rajinder, Satbir, Ranbir Ss/o Khami, Babu Ram, Om Parkash, Vijinder Ss/o Kharak Singh, Smt Prem W/o Kharak Singh, Rohtash, Dharambir, Satish Bhagat Singh Ss/o Chandi Ram, Shish Pal, Veg Raj Ss/o Charan Singh Sube Singh s/o Likhi Ram, Rattan Lal s/o Khushhal, Shirya, Shiri Chand, Duli Chand, Sahaz Ram, Jai Pal, Madan Lal Ss/o Bansi, Sant Ram s/o Wazira,

For Krrish Buildtech Pvt. Ltd.

D.T.C.P. (HR)

Naresh- Mahesh Karishan Ss/o Sant Ram,

Ramesh s/o Lekh Ram, Hoshiyari W/o Anant Ram, Rakesh Suri s/o Rishi Raj, Sanjeeb S/o Puran,

Parshadi Lal S/o Cheti Lal, Sunil Kumar S/o Attar Singh, Sanjay Sharma S/o P Sharma, Satish S/o Tuli Ram,

Ram Phal S/o Gabdu, Ram Rikh, Mange Ram Ss/o Gokul, Parkash, Mahi Pal, Shri Pal, Ram Pal, Jai Pal Ss/o Suraj Mal,

Hari Kishan, Ram Kishan, Vijay Pal, Ram Babu, Shayam Babu Ss/o Gabdu,

Director

Dharambir, Om Parkash, Dharam alias Babu Ss/o Hari Singh, Smt Sandhya W/o Shali Vahan, Kumari Shiwa D/o Shali Vahan Parmar, Smt Kunti W/o Digamber Sein. Bhagwan Dass S/o Kaura Ram, Nand Kishore, Pursan Lal Ss/o Asha Nand, Bikhi Ram- Kushi Ram, Tek Ram Ss/o Bedle, Dharambir S/o Harbhajan, Sunny Nitin Ss/o Dharam, Dharam Singh Uref Dharmbir S/o Harbhajan, Smt Sunita W/o Shahmal. Pardeep Kumar ,Devi Singh Ss/o Nawal Singh, Smt. Kamala Devi, Santosh, Karishna, Prem Lata Ds/o Nawal Singh, Smt. Taripta, Wd/o Nawal Singh, Smt Kiran W/o Dharam alias Dharambeer, Gaj Raj Singh, Hans Raj Singh Ss/o Budhan, Smt'Bhagwati W/o Ram Singh, M/s Ragal Green Land (P) Ltd, M/s Ornamental Realtors (P) Ltd M/s Lavkush Builders (P) Ltd, M/s A. B. W. Infrastructure (P) Ltd, M/s Fori Propbuild (P) Ltd, M/s Fondant Propbuild (P) Ltd, M/s Serial Buildtech (P) Ltd, M/s Layjaind Buildcon (P) Ltd, M/s M. K. MS Auto (P) Ltd, M/s Aarnon Builders Developers (P) Ltd, M/s Aarli Builders Developers (P) Ltd, M/s Tanmay Developers (P) Ltd, M/s Bela Builders & Developers (P) Ltd, M/s Krina Estate Developers (P) Ltd, M/s Aalia Estate (P) Ltd, M/s Jai Kishana Promoters & Builders (P) Ltd, M/s Legand Buildcon (P) Ltd, M/s Hamoshak Buildwell (P) Ltd, M/s Tamanye Developers (P) Ltd, M/s B N Promoters (P) Ltd,

M/s Paywing Prophuild (P) Ltd, M/s Himadri Real Estate & Developers (P) Ltd, M/s Alphanso Builders & Developers (P) Ltd.
Company registered under the Companies Act, 1956 and having its registered b. A. (WQ) office 406, 4th Floor, Elegance Tower, 8 Jasola, Distt. Centre, New Delhi - 25, (hereinafter called the "Owner") of the one part and the Governor of Haryana acting through the Director Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

WHEREAS in addition to Agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulations Urban Areas Rules, 1976 (hereinafter referred to as the "RULES") and the conditions laid down therein for grant of license, the Owners shall enter in to a Bilateral Agreement with Director for carrying out and completion of development works in accordance with the license finally granted for setting up of a Residential Plotted Colony on the land admeasuring 151.569 acres falling in the Revenue Estate of Village Nangli Umarpur, Ullawas, Maidawas, Kaderpur in Sector- 60, 61, 62, 63 & 65, Gurgaon

For Krrish Buildtech Pvt. Ltd.

And Whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owners.

# NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH IS AS FOLLOWS:-

- 1. In consideration of the Director agreeing to grant licence to the Owner to setup the said Residential Plotted Colony on the land mentioned in Annexure hereto on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives, authorized agents, assignees, executers etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner hereunder covenanted by him as follows:
  - i) That the owner shall reserve 20% of the total number of residential plots for allotment to economically weaker section/lower income group categories (normally of the sizes of 50 sqmt., 75 sqmt. 100 sqmt. and 125 sqmt or otherwise, approved) specifically in the layout plan by the Director. These plots shall be allotted at flat rate of Rs. 500/- per sq. yards or Rs. 600/- per sq.mtrs.
  - That for the allotment of EWS/LIG plots, the owner shall invite applications for allotment through press from eligible members of EWS/LIG categories as defined by the director. He shall also announce the tentative number of plots with sizes available for such sale.
  - That is the number of applications exceed the number of plots, the allotment shall be made by through the method lottery drawn by the owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with required to the payment of earnest money and acceptance of terms & conditions of the sale within the stipulated time period prescribed by the owner.

For Krrish Bulldtech Pvt. Ltd.

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- That the owner while calling the applications for allotments of EWS/LIG categories of plots in the residential colonies shall charge not more that 10% of the total tentative cost of such plots as registration/earnest money.
- v) The owner shall allot 50% of EWS plots in the residential plotted colony to the Housing Board Haryana @ Rs. 500/- per Sq. yards or Rs. Rs. 600/- per Sqmts.. Housing Boards Haryana will construct flats on this land and allot the same at reasonable cost approved by the Government to the Below Poverty Line (BPL) families only.
- vi) The remaining 50% plots as mentioned in clause (ii) will be allotted @ R. 500/per Sq. yards or Rs. 600/- per Sq. mtrs. by the colonizer with the following
  eligibility criteria:
  - a) Any person registered under BPL family and included his/her spouse or his/her dependent children who do not own any flat/ plot in any HUDA Sector/ licenced colony in any of the Urban Areas in the State, will be eligible for making the application.

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- b) First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
- c) Complete scheme shall be floated for allotment in one go within four months of grant of licence or sanctioning of zoning/ demarcation plans whichever is later and possession of plots shall be offered within the valid licence period of 4 years.
- d) To make the scheme transparent, advertisement will be given in one of the leading English National dailies and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should includes detail like schedule of payment of plots, sizes

For Krrish Buildtech Pvt. Ltd.

etc. The Advertisement should also highlight the other essential requirements as envisaged in EWS policy.

- e) The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director, Town & Country Planning (DTCP) and Developer/ Colonizer concerned.
- f) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (d) above.
- g) The owner shall charges 10% of the total cost of such plots as registration/ earnest money.

The scheme shall be advertised within 4 months of the issue of the terms and conditions of licence or sanctioning of zoning/ demarcation plans which ever is later. The allotment process shall be completed within 8 months of issue of advertisement.

The allotment of these plots can also be made with the approval of the Government to a specific category of people in public interest on recommendations of a committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum- dwellers, occupying precious Government land and who are to be rehabilitated as per policy/ court order etc or persons who have constructed houses on the acquired lands and are eligible for rehabilitation as per Government decision// court orders or the persons who have to be allotted ousters quota plots but the same are not readily available with HUDA/ Government.

For Krrish Buildtech Pvt. Ltd.

D.T.C.P. (HR)

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- 2. That the owner shall reserve 25% of the residential plots of "No profit No Loss" categories (normally of the sizes of 125 sqmts., 150 sqmts., 150 sqmts., 200 sqmts., 200 sqmts., and 225 sqmts, or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner:
  - That the owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
  - ii) That the owner shall allot remaining 25% of "No Profit No Loss" plots to:
    - a) Non residential Indians against Foreign Exchange.
    - b) That land owners whose land has been purchased by the owner for setting up a colony in lieu thereof under a written contractual obligation.
    - c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the owner.
    - d) Such persons whom the owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clause (i) & (ii).

Provided that in case of allotment from out of registered applicants only, if the priced of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of

For Krrish Buildtech Pyt. Ltd.

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usual business conditions with regard to the payment of earnest money and acceptance usual terms & conditions within the stipulated time, prescribed by the owner.

- 3. That the remaining 55% of the total number of residential plots of sizes above 225 sqmts would be sold by the owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under clause (1) and (2).
- 4... That the owner while advertising for the sale of plots in the open market shall ensure the allotment of other categories of plots proportionately.
- 5. That the owner shall submit the list of allottee (s) of the Director twice a year.
- 6. That the record of such allotment shall be open for inspection by the State Government.
- 7.\* That the owner shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall, either be deposited, within two months in the State Government Treasury by the owner or he shall spend this money on further amenities / facilities in his colony for the benefit of the residents there in.
- 8. The owner shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a Chartered Accountant that:
  - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
  - b) A minimum of 20% in case of EWS/LIG and 25% of "No Profit No Loss" plots as provided in sub-clause (a) of clause (I) and Sub-clause (II) the clause (2) above

For Krrish Buildtech Pvt. Ltd.

Director

have been allotted at the subsidized price of EWS/LIG and "No Profit No Loss" basis prescribed above.

- 9. That the owner will not be allowed to recover any amount whatsoever on account of Internal community buildings from the plot-holders at the rate of Rs. 2,17,495/\_ per gross acre which a tentative charges only for construction of a portion of the total community building. All the community building will be got constructed by the colonizer with a period of three years. This period would commence after two months of grant of license during which the colonizer would submit their building plans for sanction. This three years period would exclude 90 days statutory period given for approval of building plans.
- 10.' That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces public parks and public health services for five years from the date of issue of completion certificate under rule 16 unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost of Govt. or the local Authority as the case may be.

That the owner shall deposited 30% of the amount to be realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in schedule bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and construction works in the colony.

12. That the owner shall permit the director or the other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the residential colony and the colonizer shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and development works in accordance with the licence granted.

For Krrish Bulidtech Pvt. Ltd.

- 13. That the owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest of proper development of the colony.
- 14. That the matter relating to the charging of cost of development with regard to State/National Highways, Transport, Irrigation facilities Power facilities etc., is under consideration with the deptt / Government and if it is decided to levy the same on the license, the owner would be required to pay the same as and when demanded by D.T.C.P., as per rates, terms and conditions so decided.
- 15. That the bank guarantee of internal development works has been furnished on the interim rates of development work and construction of community buildings. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community building, the bank guarantee is based on the interim rate of construction as on 01.01.1995. With an increase in cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.

D. A. (MD)

- 16. That any other condition which the Director may think necessary in public interest can be imposed.
- 17. That the owner shall convey the "Ultimate power load requirement" of the project to the concerned power utility with a copy to the Director, within two months period from the date of grant of licence to enable provision of site in licenced land for transformer/ switching station/ electric sub station as per the norms prescribed by the power utility in the zoning plan of the project.
- 18. That the owner shall deposit infrastructure development charges @ Rs. 500/- per sq.mtr. for permissible saleable plotted area and a @ Rs. 1000/- per sq,mtrs. for commercial area through bank draft in favour of DTCP, Haryana in two equal installments. The first installment of the infrastructure development charges would

For Krrish Buildtech Pvt. Ltd.

Director

be deposited within sixty days from the date of licence and the second installment to be deposited within six months from the date of grant of licence. The unpaid amount of IDC shall carry an interest of 18% p.a (simple) for the delay in the payment of installment.

19. The owner shall pay labour cess charges as per the policy of the Government dated 25.02.2010.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND YEAR ABOVE FIRST WRITTEN.

WITNESS:

TYED 1

Anand P. Saddero House Ho 508/3 Shir Pum Grugaon For Krrish Builleth Pvt. Ltd.

Director

AMIT KATYAL (DIRECTOR) M/s Krrish Buildtech Pvt. Ltd.

2.

WITNESS:

1 Anand-P. Sachdelle House H. 508/2 Shir Pringings

2 Paper Singh Dy Sight

Director
Town & Country Planning,
Haryana, Chandigarh

Director
Town & Country Planning
Haryana, Chardigarh.



SI. No. 579762 GSR / 001 h

# RECEIPT



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Received a sum of Rs. 27500/r (Rupees Twenty Seven Habusand Five Hundred only	nlv)
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Place

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(Signatures of Authorised Officer)

#### SALE DEED

VILLAGE NAME

MEASURMENT OF LAND

TRANSACTION VALUE

STAMP DUTY

STAMP NO.

Ullawas

0 Kanal 4 Marla

Rs. 5,50,000/-

Rs. 27,500/-GSR/001:579762

Dt. 26.09.2012

ISSUED BY S.B.I. M.R. Gurgaon

THIS SALE DEED is executed at Sohna on this Sign day of october 2012 BY

Vide B. Book Fig. 284

Page I of 7

	डीड सबंधी विवरण	
डीड का नाम SALE OUTSIDE MC	AREA	
तहसील/सब-तहसील सोहना	गांव/शहर Uallawas	स्थित Uallawas
	भवन का विवरण	
	भूमि का विवरण	
चाही	4 Marla	
· N	धन सबंधी विवरण	
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बी बुक न. 2843 राशि	23925 रूपये	दिनांक 05/10/2012

Drafted By: CP Batheja Adv

यह प्रलेख आज दिनाँक 05/10/2012 दिन शुकवार समय 3:55:00PM बजे श्री/श्रीमती/कुमारी Gir Raj Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Budhan निवासी Kadarpur द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

भी Gir Raj Singh thru Amit Katyal (GPA), Gaj Raj thru (GPA), Hans Raj thru (GPA)

उप/संयुक्ति पंजीयन अधिकारी सोहना क्रिकारक क्रिक्ट

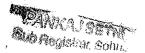
PANKAJ SETIA 7

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru-Shaindra Yadav क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0,00 रूपये की राशि केता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Yogesh Avd पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Ramesh Chand Ex Mc पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sbhna ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

TWO IS,

दिनाँक 05/10/2012

उप/सर्वे त पँजीयन अधिकारी सोहना



(1) Shri Girraj Singh (2) Shri Gajraj Singh (3) Shri Hans Raj Singh all sons of Shri Budhan R/o Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through their attorney M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) 406, 4th Floor, Elegance Tower-8, Jasola District Centre New Delhi through its authorised signatory Sh. Amit Katyal S/o Shri O.P. Katyal, vide a General Power of Attorney bearing Vasika No. 64 dated 30.07.2010 registered in the office of Sub-Registrar Sohna, (hereinafter collectively referred to as 'THE VENDORS') which expression shall mean and include their legal heirs, successors, executors, nominees and assigns) of the ONE PART. The actual owners are alive and GPA is not cancelled till date.

#### IN FAVOUR OF

M/S Brahma City Pvt. Ltd., a company registered under the companies Act 1956, having its registered office at 1206-B, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi through its authorized signatory Sh. Shailendra Yadav S/o Sh. B.S Yadav duly authorized vide a board resolution dated 25-09-2012 (hereinafter referred to as 'THE VENDEE') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendors herein are the absolute owners of the land bearing Khewat No. 100, Khata No.104, Rect. No.32, Killa No. 6Min (Now 6/2(0-4), total measuring **0** Kanal **4** Marla situated within the revenue estate of Village Ullawas, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2002-2003 (hereinafter referred to as **THE SAID LAND'**) and the details of the said land provided in the **Schedule-I**.

AND WHEREAS the Said Land is the self acquired property of the Vendors and the Said Land is duly recorded in the name of the Vendors in the revenue records. A copy of the land revenue record (Khavera record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has obtained a License from the Director of Town and Country Planning Haryana for development of the Said Land as a part of plotted residential colony vide license No.64/2010 dated 21.08.2010 and the said authority vide their letter dated 18.09.2012 have granted permission for transfer of the said license in favour of the Vendee herein.

AND WHEREAS the Vendors have offered to sell the Said Land to the Vendee by making the following representations:

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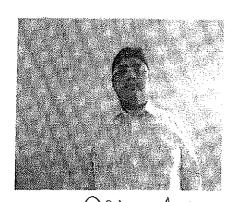
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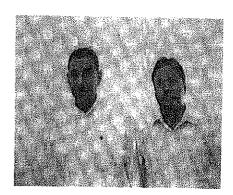
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2012-2013

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क्रेता

गवाह

विक्रेता

Amit Katyal

गवाह 1:- Yogesh Avd

्राचाह 2:- Ramesh Chand Ex Mc Romeu

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 4,506 आज दिनाँक 05/10/2012 को बही न: 1 जिल्द न: 2,072 के पृष्ठ नः 129 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 429 के पृष्ठ सख्या 73 से 74 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इंसू दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनाँक 05/10/2012

डप्/सर्वेकेष् पॅजीयन अधिकारी

Aug Pargistear, Soline

- (a) That the Vendors are the absolute owners of the Said Land and that their title thereto is good, marketable and subsisting and no third party have any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendors have paid the land revenue, taxes, cess and other statutory charges with regard to the Said Land upto the date of this Deed;
- (f) That the Vendors have not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.

AND WHEREAS the Vendors have agreed to sell, transfer and assign all their rights, title and interests in the Said Land at or for a consideration of Rs. 5,50,000/- and the Vendee has agreed to purchase the same.

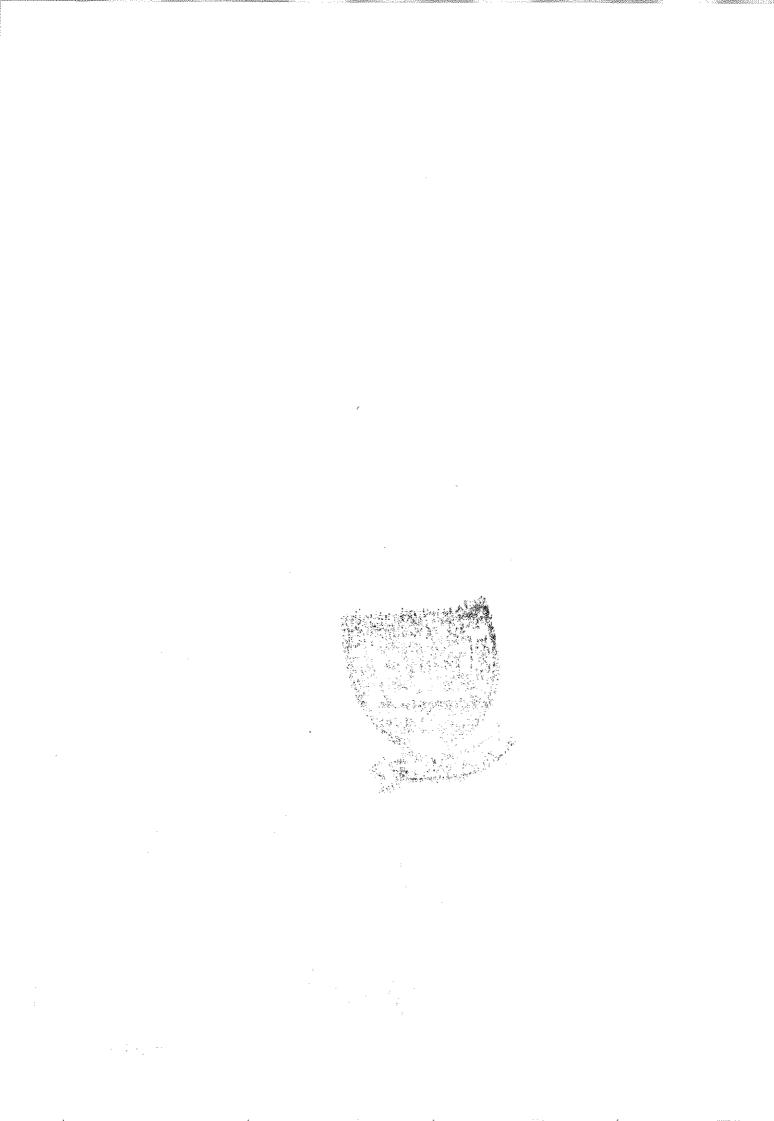
AND WHEREAS the Vendors have represented that [their Attorney] have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendors of this Deed.

AND WHEREAS the Vendors further represents that they will fulfill all legal requirements leaving behind no impediments in law or otherwise for the conveyance of the Said Land in favour of the Vendee.

#### NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of a sum of Rs.5,50,000/-(Rupees Five Lacs Fifty Thousand only) already paid by the Vendee to the Vendors being the entire sale consideration, the receipt whereof the Vendors do hereby admit and acknowledge, the Vendors do hereby sell, transfer, and assign all their rights, title and interest in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

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"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which have the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

- That the Vendors hereby assures the Vendee that the Said Land is 2. free from all Encumbrances and the Said Land is in their absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendors have an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in their sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendors will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendors or on account of any representations, warranties of the Vendors being false, or on account of any breach of obligations hereunder by the Vendors and the Vendors agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendors.
- 3. That the Vendors covenant, represent and warrant that there is no claim, right, title or interest therein by any third party and that the Vendors are lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendors have a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendors have absolute power and authority to convey the Said Land and havenot been party or privy to any act, deed or thing by which the rights of the Vendors to deal with the Said Land havebeen affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the

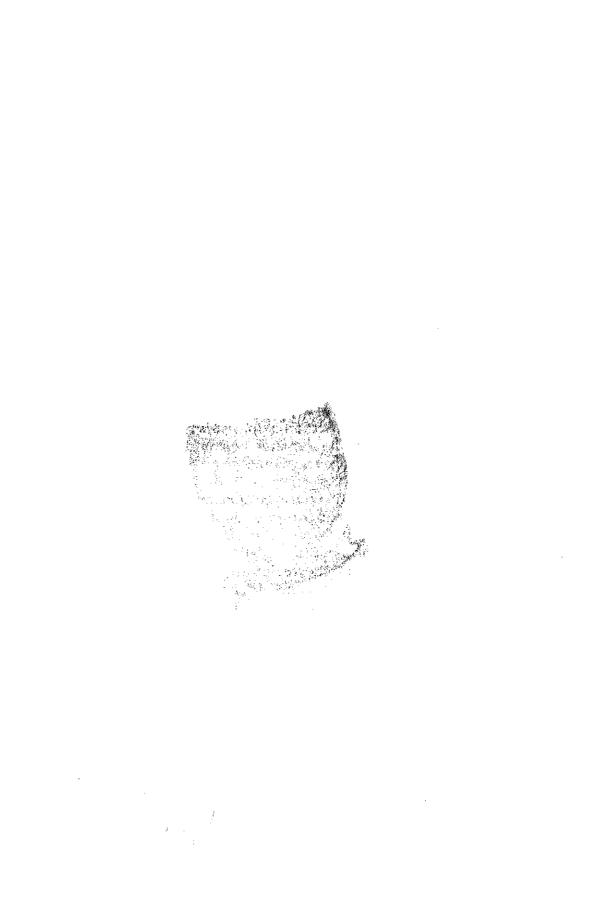
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- Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.
- 4. That from this day onwards the Vendee shall be absolute owners in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendors will have no objection in any manner whatsoever as the Vendors have delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
- 5. That the Vendors hereby assure and declare that there are no pending suits and/or proceeding lispenence and/or writs in any court and/or tribunal and/or any other judicial and/or quasijudicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
- 6. That the Vendors hereby also assure and declare that no other person(s) have any easement or other rights in respect of the Said Land.
- 7. All outgoings including the land revenue and other dues if any in respect of the Said Land upto this date shall be borne and paid by the Vendors and thereafter it shall be the liability of the Vendee to pay and discharge the same.
- 8. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].
- 9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.

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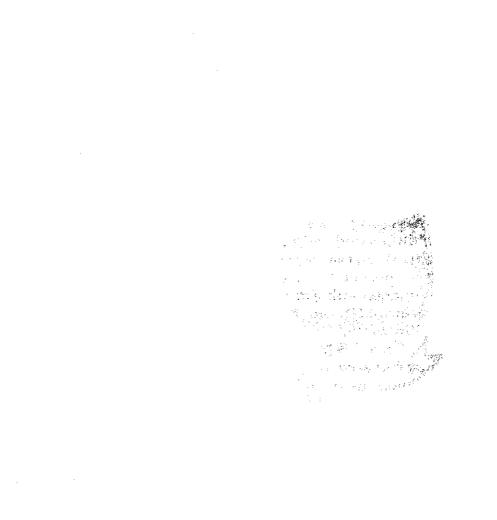


- 10. That hereinafter the Vendors at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendors and all persons claiming under on behalf of Vendors do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
- 11. That upon execution of sale deed the Vendors have handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendors affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
- 12. That the land has not been notified under section 4 or 6 of the Land Acquisition Act 1894 and there is no bar on prohibition for transfer of the Said Land.
- 13. That the Stamp duty and registration charges has been borne and paid by the Vendee.
- 14. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
- 15. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

#### SCHEDULE I

ALL THAT Khewat No. 100, Khata No.104, Rect. No.32, Killa No. 6Min (Now 6/2) (0-4), total measuring **0 Kanal 4 Marla** situated within the revenue estate of Village Ullawas, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2002-2003

Nud



IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses:

prafted by C.P. Batheja Advocate, Gurgaon

SIGNED AND DELIVERED by the

Within named VENDORS

(1) Shri Girraj Singh (2) Shri Gajraj Singh

(3) Shri Hans Raj Singh through their attorney holder

M/s Krrish Buildtech Pvt. Ltd., through its authorized signatory

Mr. Amit Katyal

SIGNED AND DELIVERED by the Within named VENDEE

M/s Brahma City Pvt. Ltd.

through its authorized signatory

Mr. Shailendra Yaday

Yogesh kumar Adv. Dirtgurgaam. Her Alw

WITNESSES:1

रभेश सन्द

भूतपूर्व उपप्रधान, नगर पाविका सीहन नि० गृङ्गांव (हरियाणा)

WITNESSES: 2







SI No 579763 GSR / 001

## RECEIPT

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Received a sum of Rs 2640 000 10, d/o, w/o

residing at New Del STATE BANK OF IND\for credit to Government of Haryana

account towards Stamp Duty.

Date

Place

Z 6 SEP 2012

m n p n n o N

(Signatures of Authorised Officer)

#### SALE DEED

VILLAGE NAME

Ullawas

MEASURMENT OF LAND

19 Kanal 4 Marla

TRANSACTION VALUE

STAMP DUTY

Rs. 5,28,00,000/-

Rs. 26,40,000/-

STAMP NO.

GSR/001:579763

ISSUED BY

Dt. 26.09.2012

S.B.I. M.R. Gurgaon

THIS SALE DEED is executed at Sohna on this 5th day of Octobe 2012 BY

Page I of 7

डीड का नाम SALFOUTSIDE MC A		सबंधी विवरण		दिनोंक 05/10/2012
डीड का नाम SALE OUTSIDE MC AR		Uallawas	Trong	Hollows
	·	का विवरण	1स्थत	Uallawas
	भूमि	का विवरण		
चाही	धन	2 Acre 3 Kana सबंधी विवरण	l 4 Marla	
राशि 52,800,000.00 रुपये स्टाम्प की राशि 2,640,000.00 रुपये	रजिस्टेशन	কুল ন	न्टाम्प डयूटी की रा 15,000.00 रुपये	शि 2,640,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
	रूपये			
afted By: CP Batheja Adv		<u> </u>	***************************************	

D

यह प्रलेख आज दिनाँक 05/10/2012 दिन शुक्रवार समय 4:16:00PM बर्ज श्री/श्रीमती/कुमारी Gaj Raj Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Budhan निवासी Kadarpur द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

sh Gaj Raj Singh thru Amit Katyal (GPA), Hans Raj thru (GPA)

पॅजीयन अधिकारी

PANKAJ SETIA Sub Registrar, Sohna

उपरोक्त विक्रेताच श्री/श्रीमती/क्मारी Thru-Shailndra Yadav क्रेता हाजिर् है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि केता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई गाएँ। के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Yogesh Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी व श्री/श्रीमती/कुमारी Ramesh Chand Ex MC पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgoan निवासी Solma साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 05/10/2012

उप/सर्युक्त पॅजीयन अधिकारी सोहना

(1) Shri Gajraj Singh, 245/385 share, (2) Hans Raj, 139/385 share both sons of Shri Budhan S/o Shri Nandan both R/o Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through their attorney M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) through its authorised signatory Mr. Amit Katyal S/o Shri O.P. Katyal R/o 406, 4th Floor, Elegance Tower-8, Jasola District Centre, New Delhi vide a General Power of Attorney bearing Vasika No. 63 dated 30.07.2010 registered in the office of Sub-Registrar Sohna, (hereinafter collectively referred to as 'THE VENDORS') which expression shall mean and include their legal heirs, successors, executors, nominees and assigns) of the ONE PART. The actual owners are alive and GPA is not cancelled till date.

#### IN FAVOUR OF

M/S Brahma City Pvt. Ltd., a company registered under the companies Act 1956, having its registered office at 1206-B, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi through its authorized signatory Sh. Shailendra Yadav S/o Sh. B.S Yadav duly authorized vide a board resolution dated 25-09-2012 (hereinafter referred to as 'THE VENDEE') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendors herein are the joint owners of the land bearing Khewat No. 105, Khata No.109, Rect. No. 31, Killa No. 11/1/2(6-14), 20(8-0), 21/1(4-11) total measuring 19 Kanal 5 Marla to the extent of 384/385 share which comes to 19 Kanal 4 Marla situated within the revenue estate of Village Ullawas, Tehsil Sohna Distt. Gurgaon vide Jamabandi for the year 2002-2003 and sanctioned partitioned mutation No. 1979 (hereinafter referred to as THE SAID LAND') and the details of the said land provided in the Schedule-I.

AND WHEREAS the Said Land is the self acquired property of the Vendors and the Said Land is duly recorded in the name of the Vendors in the revenue records. A copy of the land revenue record (Khavera record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has obtained a License from the Director of Town and Country Planning Haryana for development of the Said Land as a part of plotted residential colony vide license No.64/2010 dated 21.08.2010 and the said authority vide their letter dated 18.09.2012 have granted permission for transfer of the said license in favour of the Vendee herein.

Reg. No.

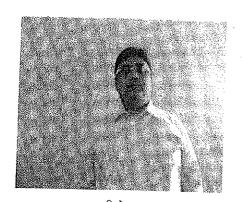
Reg. Year

Book No.

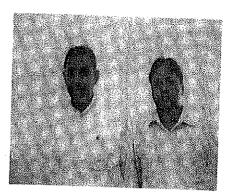
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2012-2013

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विक्रेता

Amit Katyal

क्रेता

गवाह

Thru-Shailndra Yada

गवाह 2:- Ramesh Chand Ex MC Kom et Lu

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,513 आज दिनौंक 05/10/2012 को बही न: 1 जिल्द न: 2,072 के पृष्ठ नः 133 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 429 के पृष्ठ संख्या 99 से 100 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनाँक 05/10/2012

उप/संयुक्ति पँजीयन अधिकारी सोहना

to Pale years, Sohna

AND WHEREAS the Vendors have offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendors are the absolute owners of the Said Land and that their title thereto is good, marketable and subsisting and no third party have any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendors have paid the land revenue, taxes, cess and other statutory charges with regard to the Said Land upto the date of this Deed;
- (f) That the Vendors have not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.

AND WHEREAS the Vendors have agreed to sell, transfer and assign all their rights, title and interests in the Said Land at or for a consideration of Rs. 5,28,00,000/- and the Vendee has agreed to purchase the same.

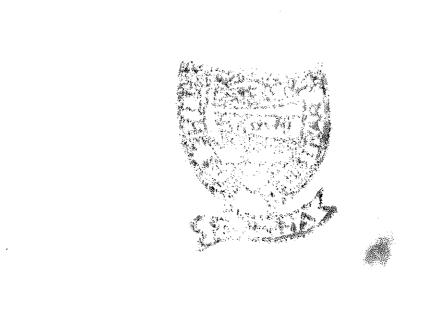
AND WHEREAS the Vendors have represented that [their Attorney] have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendors of this Deed.

AND WHEREAS the Vendors further represents that they will fulfill all legal requirements leaving behind no impediments in law or otherwise for the conveyance of the Said Land in favour of the Vendee.

#### NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of a sum of Rs.5,28,00,000/-(Rupees Five Crore Twenty Eight Lacs only) already paid by the Vendee to the Vendors being the entire sale consideration, the receipt whereof the Vendors do hereby admit and acknowledge, the Vendors do hereby sell, transfer, and assign all their rights, title and interest in the

And

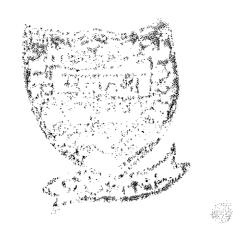


Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which have the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

- 2. That the Vendors hereby assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in their absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendors have an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in their sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendors will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendors or on account of any representations, warranties of the Vendors being false, or on account of any breach of obligations hereunder by the Vendors and the Vendors agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendors.
- 3. That the Vendors covenant, represent and warrant that there is no claim, right, title or interest therein by any third party and that the Vendors are lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendors have a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendors have absolute power and authority to convey the Said Land and havenot been party or privy to any act, deed or thing by which the rights of

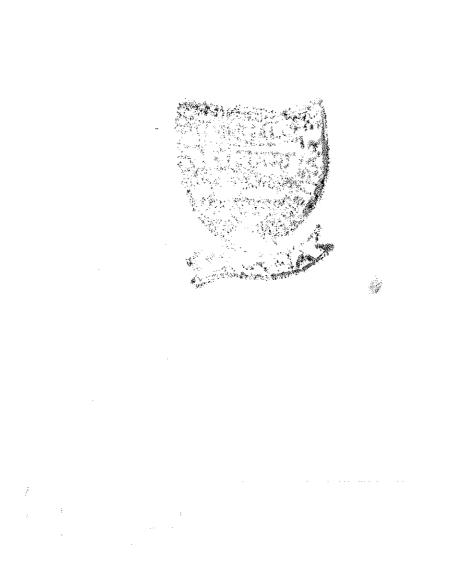
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the Vendors to deal with the Said Land havebeen affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.

- 4. That from this day onwards the Vendee shall be absolute owners in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendors will have no objection in any manner whatsoever as the Vendors have delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
- 5. That the Vendors hereby assure and declare that there are no pending suits and/or proceeding lispenence and/or writs in any court and/or tribunal and/or any other judicial and/or quasijudicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
- 6. That the Vendors hereby also assure and declare that no other person(s) have any easement or other rights in respect of the Said Land.
- 7. All outgoings including the land revenue and other dues if any in respect of the Said Land upto this date shall be borne and paid by the Vendors and thereafter it shall be the liability of the Vendee to pay and discharge the same.
- 8. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].

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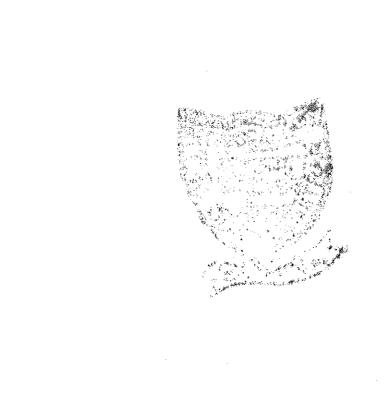


- 9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
- 10. That hereinafter the Vendors at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendors and all persons claiming under on behalf of vendors do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
- 11. That upon execution of sale deed the Vendors have handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendors affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
- 12. That the land has not been notified under section 4 or 6 of the Land Acquisition Act 1894 and there is no bar on prohibition for transfer of the Said Land.
- 13. That the Stamp duty and registration charges has been borne and paid by the Vendee.
- 14. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
- 15. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

#### SCHEDULE I

ALL THAT Khewat No. 105, Khata No. 109, Rect. No. 31, Killa No. 11/1/2(6-14), 20(8-0), 21/1(4-11) total measuring 19 Kanal 5 Marla to

Mend



the extent of 384/385 share which comes to 19 Kanal 4 Marla situated within the revenue estate of Village Ullawas, Tehsil Sohna Distt. Gurgaon vide Jamabandi for the year 2002-2003 and sanctioned partitioned mutation No. 1979.

IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses:

Drafted by C.P.Batheja Advocate, Gurgaon

SIGNED AND DELIVERED by the Within named VENDOR (1) Shri Gajraj Singh (2) Hans Raj through their attorney holder M/s Krrish Buildtech Pvt. Ltd., through its authorized signatory Mr. Amit Katyal

SIGNED AND DELIVERED by the Within named VENDEE M/s Brahma City Pvt. Ltd. through its authorized signatory Mr. Shailendra Yadav.

WITNESSES:1

Yogeth Kunn Adv. Dirt Court Gugan

and the usure (citable)





136894 SI. No.

GSR / 002

### RECEIPT

STATE BANK OF INDIA

Bright Mehrauli Road, Gurgaon (01565)

Code No.

Received a sum of

residing at

Ar credit to Government of Haryana

account towards Stamp Duty.

Date

SCHOOL SECTION OF THE SECTION OF THE

3 0 JUL 2014

Place

GURGAON



(Signatures of Authorised Officer

#### SALE DEED

VILLAGE NAME

**Ullawas** 

MEASURMENT OF LAND

0 Kanla 3 Marla

TRANSACTION VALUE

Rs 1,42,23,500/- (i.e. Rs.

1,25,00,000/- through DD plus value of shop of admeasuring 383 Sq. ft. approx. @ Rs.4500

(i.e. 383 X 4500 = Rs. 17,23,500/-)

STAMP DUTY

Rs.7,11,200/-

STAMP PAPER VALUE

Rs.4,89,000/-

DEFICIENT STAMP DUTY DEPOSITED

Rs. 2,22,200/-

Paid viderChallan No.dated

State Bank of India

STAMP NO /DATE

136894/30-07-2014

**ISSUED BY** 

SBI M.R. Gurgaon

Reg. No. Reg. Year Book No.



विक्रेता Manoj Kumar

Auth Sign-Manohar Dhasm

गवाह C P Batheja Adv

गवाह Parmanand

# प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 1,744 आज दिनाँक 24/09/2015 को बही न: 1 जिल्द न: 2,095 के पृष्ठ न: 37 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 883 के पृष्ठ सख्या 36 से 38 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुडा मेरे सामने किये है ।

दिनॉंक 24/09/2015

उप/संगुक्त पंजीयन अधिकारी सोहना THIS SALE DEED is executed at Sohna on this 24th day of September 2015.

BY

ShriManoj Kumar S/o ShriRishipal S/o ShriSrichand R/o House No. 163, Village Anangpur, Tehsil & District Faridabad, Haryana(hereinafter referred to as 'THE VENDOR') which expression shall mean and include his legal heirs, successors, executors, nominees and assigns) of the ONE PART.

#### IN FAVOUR OF

M/S Brahma City Private Limited, a company registered under the Companies Act 1956, having its registered office at Flat no. B-8, Ansal Tower, 38 Nehru Place, New Delhi-110019 through its authorized signatory Sh. Manohar Dhasmana S/o Sh. MN Dhasmana duly authorized vide a board resolution dated(hereinafter referred to as 'THE VENDEE') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendor herein is owner in possession of the land bearing Khewat No. 115min, Khatoni No. 118min, Rect. No. 31, Killa No. 21/2(3-9), Rect. No. 37, Killa No. 1/1(6-7) total measuring 9 Kanal 16 Marla to the extent of 2/196 share which comes to 0 Kanal 2 Marla and Khewat No. 115min, Khatoni No. 118min, Rect. No. 31, Killa No. 11/1/2(6-14), 20(8-0), 21/1(4-11) total measuring 19 Kanal 5 Marla to the extent of 1/385 share which comes to 0 Kanal 1 Marla (Total Admeasuring 0 Kanal 3 Marla) situated within the revenue estate of Village Ullawas, Tehsil Sohna, District Gurgaon Gurgaon vide Jamabandi for the year 2007-08 and Sanctioned Mutation No. 2222 (hereinafter referred to as THE SAID LAND') and the details of the said land provided in the Schedule-I.

AND WHEREAS the Said Land is the self acquired property of the Vendor and the Said Land is duly recorded in the name of the Vendor in the revenue records. A copy of the land revenue record (Khasra record) is annexed hereto and marked as **Annexure-A**.

AND WHEREAS the Vendor has offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendor is the absolute owner in possession of the Said Land and his title thereto is clear, good, marketable and subsisting and no third party have any right, title, interest or share therein;
- (b) That the Said Land is not subject to any Encumbrances, attachments, mortgage, agreements, liens, court decree or acquisition proceedings or charges of any kind;.
- (c) That there are no tax attachments with regard to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or sell the said Land;
- (e) That the vendor has paid the land revenue, taxes, cess and other statutory charges with regard to the said and upto the date of this deed;
- (f) That the Vendor has not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory or otherwise) made by the Government or statutory authorities, from time to time.

Yal

Page 2 of 7

Mary.

	डीड सबंधी विवरण	
डीड का नाम SALE OUTSIDE MC	AREA	
तहसील/सब-तहसील सोहना	गांव/शहर Uallawas	स्थित Uallawas
	भवन का विवरण	
		en e
**************************************	भूमि का विवरण	
निवासीय	3 Marla	$\label{eq:continuous} \mathcal{L}(\mathbf{w}) = \mathcal{L}(\mathbf{w}) + \mathcal{L}($
	धन सर्बंधी विवरण	
राशि 14,223,500.00 रुपये	कुल स्टा	प्प डयूटी की राशि 711,175.00 रुपये
स्टाम्य न. 136894	स्टाम्प की राशि 489,000.00	रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00	·	पेस्टिंग शुल्क 2.00 रुपये
चलान न. 24709537 राशि	222175 रूपये	दिनांक 24/09/2015

Drafted By: C P Adv

Service Charge: 200,00 रुपये

यह प्रलेख आज दिनॉंक 24/09/2015 दिन गुरूवार समय 3:55:00PM बजे श्री/श्रीमती/कुमारी Manoj Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Rishi Pal निवासी 163, Anangpur Faridabad द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सर्युंक्त पंजीयन अधिकारी सोहना

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

या

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

दिगांक

Met

उप रेसियुंब ते पंजीयन अधिकारी

सोहना

श्री Manoj Kumar

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Auth Sign-Manohar Dhasmana क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनिक समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समझ विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी C P Batheja Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Distt Court Gurgaon व श्री/श्रीमती/कुमारी Parmanand पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ram Gopal निवासी Dera N Delhi ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

दिनोंक 24/09/2015

उप / सयुँनेता भ्वंजीयन ्अधिकारी सोहना AND WHEREAS the Vendor has agreed to sell, transfer and assign all his rights, title and interests in the Said Land at or for a consideration of Rs. 1,25,00,000 through DD detailed provided in this Deed and 383 Sq. ft.Aprox area being developed in the shape of shop situated at sector 60 Gurgaon in the project of Brahma City-Miracle Mile valued at the rate of Rs 4500/- per sq.ft. Which comes as Rs. 17,23,500/- (383x4500) Thus the total consideration would amount to Rs. 1,42,23,500/- (Rupees one crore forty two lacs twenty three thousand five hundred Only) and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendor has represented that hehas full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendor of this Deed.

AND WHEREAS the Vendor further represents that he will fulfill all legal requirements leaving behind no impediments in law or otherwise for the conveyance of the Said Land in favour of the Vendee.

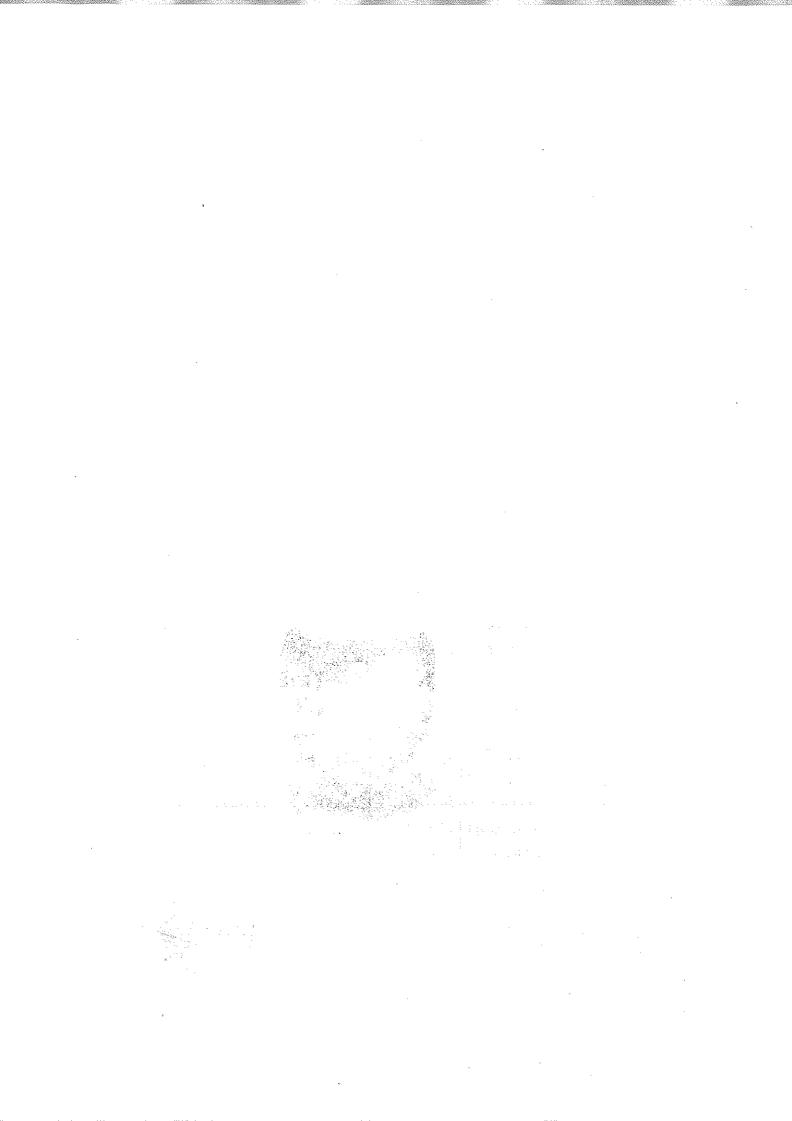
#### NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of Rs. 1,25,00,000 through DD detailed provided in this Deed and 383 Sq. ft. Aprox area being developed in the shape of shop situated at sector 60 Gurgaon in the project of Brahma City-Miracle Mile valued at the rate of Rs 4500/-per sq.ft. Which comes as Rs. 17,23,500/- (383x4500) Thus the total consideration would amount to Rs. 1,42,23,500/- (Rupees one crore forty two lacs twenty three thousand five hundred Only)paid by the Vendee to the Vendor being the entire sale consideration, the receipt whereof the Vendor do hereby admit and acknowledge, the Vendor do hereby sell, transfer, and assign all his rights, title and interest in the Said Land as fully described above and in schedule I written hereunder in favour of the Vendee free from all Encumbrances.

DD/CH No.	Dated	Amount	In favour of	Bank Name
087531	24-09-15	35,00,000/-	Manoj Kumar	Axis Bank
087532	24-09-15	30,00,000/-	Manoj Kumar	Axis Bank
087533	24-09-15	30,00,000/-	Manoj Kumar	Axis Bank
087534	24-09-15	30,00,000/-	Manoj Kumar	Axis Bank
Shop Value(detail Above)		17,23,500/-	Manoj Kumar	
Total Consideration		1,42,23,500/-		

Has

Mark



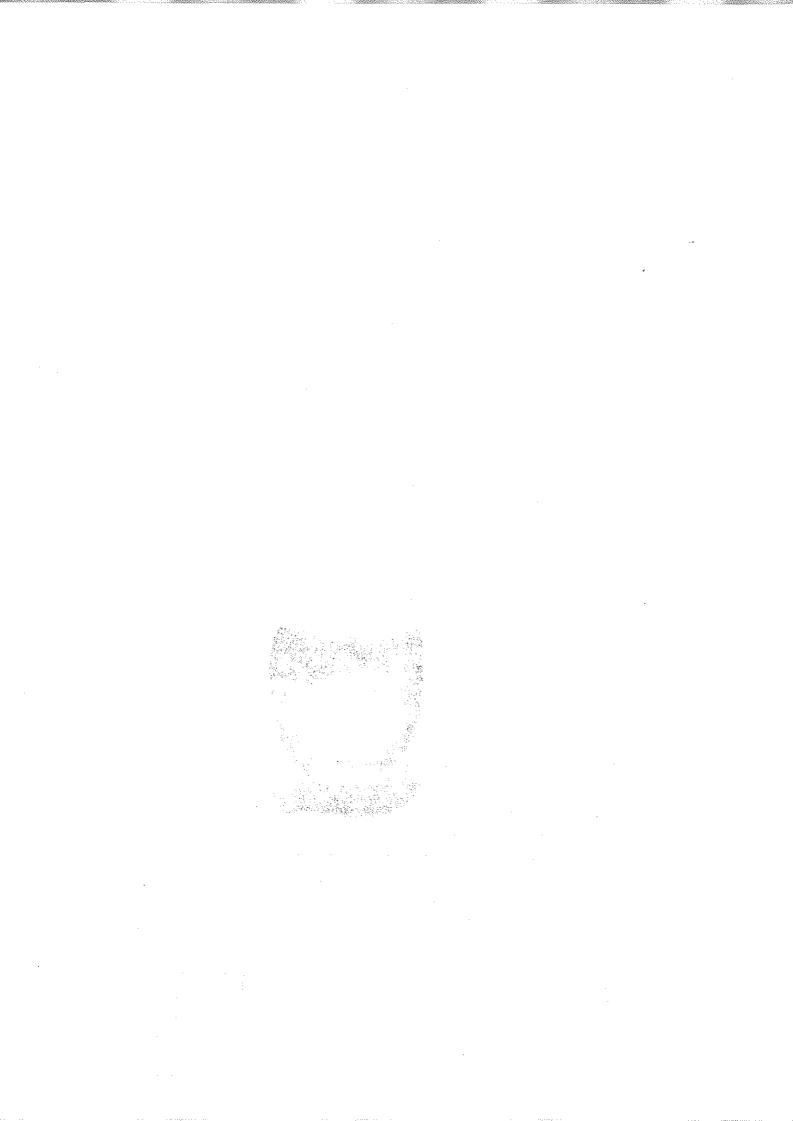
"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of setoff, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

- 2. That the Vendor hereby assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in his absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendor has an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in his sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendor will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendor or on account of any representations, warranties of the Vendor being false, or on account of any breach of obligations hereunder by the Vendor and the Vendor agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid by the Vendor
- 3. That the Vendor covenants, represents and warrants that there is no claim, right, title or interest therein by any third party and that the Vendor is lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendor has a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendor has absolute power and authority to convey the Said Land and has not been party or privy to any act, deed or thing by which the rights of the Vendor to deal with the Said Land has been affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and

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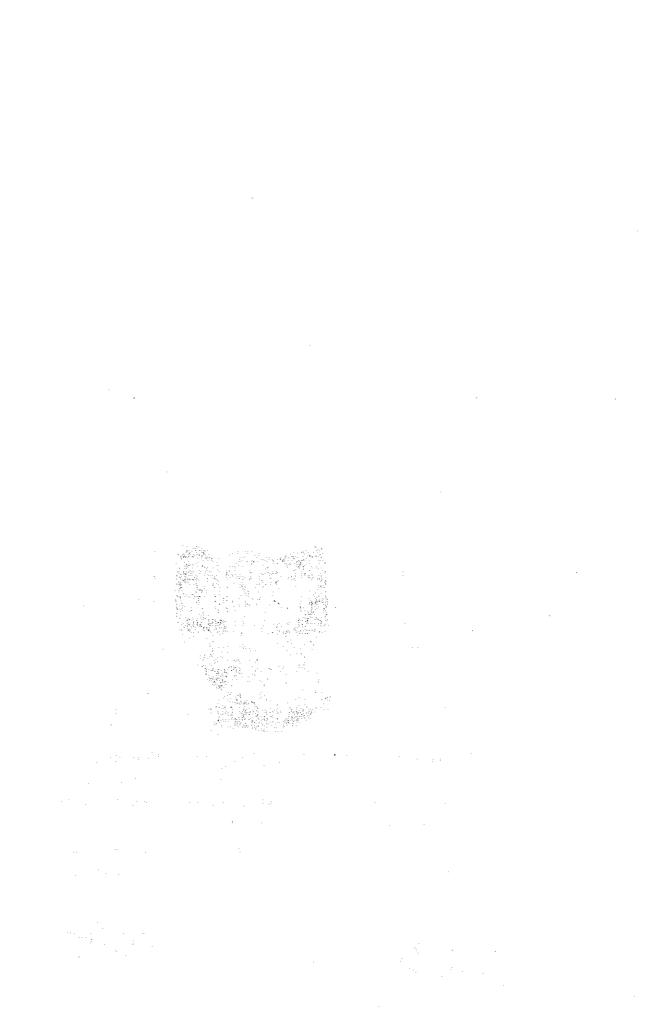
Page 4 of 7

Mary



- quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.
- 4. That from this day onwards the Vendee shall be absolute owner in peaceful possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendor will have no objection in any manner whatsoever as the Vendor has delivered the physical possession of the above Said Land to the Vendee and vendee become absolute owner in possession of the Said Land from execution of this Deed.
- 5. That the Vendor declares that there are no pending suits and/or proceeding lispendence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions or any kind of Court order and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
- 6. That the Vendor hereby also assures and declares that no other person(s) has any easement or other rights in respect of the Said Land.
- 7. All charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to this date shall be borne and paid by the vendor and thereafter it shall be the liability of the vendee to pay and discharge the same. The vendor agree that he shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the present Deed provided the charges pertain to the period prior to the date of the present Deed.
- 8. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of [Haryana]. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Parties shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of [Haryana].

Page 5 of 7



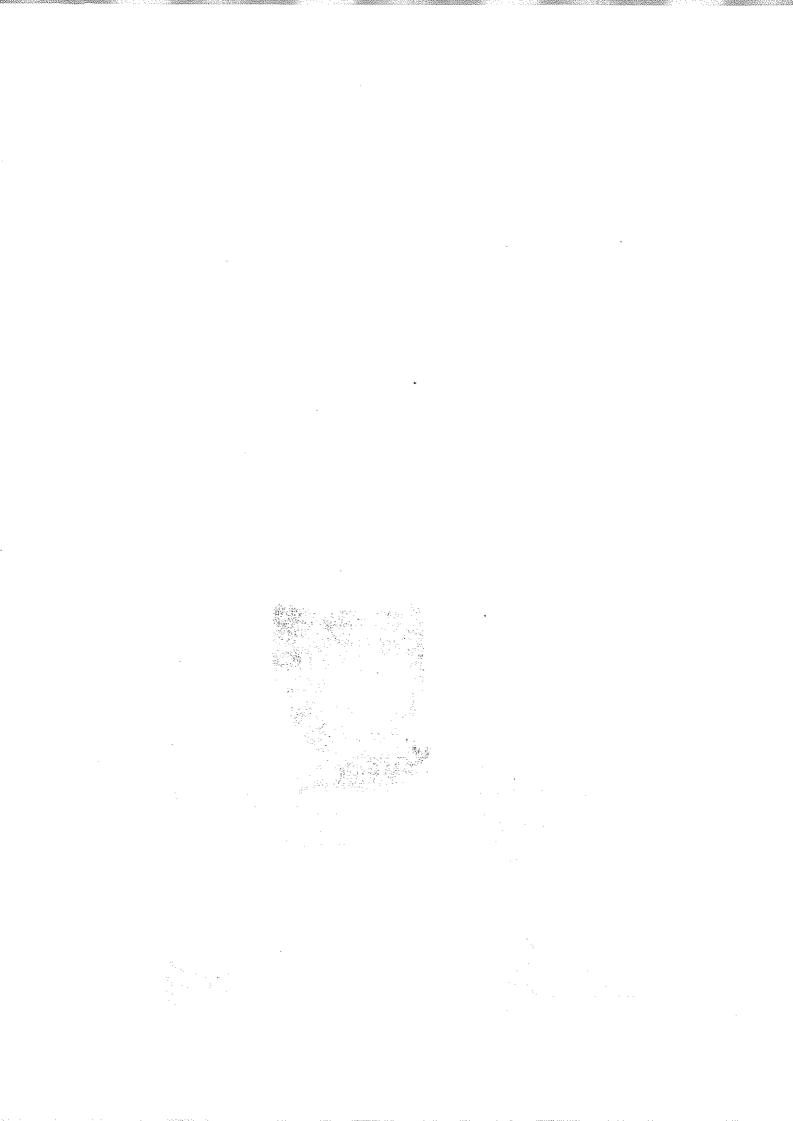
- That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
- 10. That hereinafter the Vendor at the request of the Vendee do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendor and all persons claiming under on behalf of Vendor do hereby further agree and undertake with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required..
- 11. This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
- 12. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

#### SCHEDULE-I

ALL THAT Khewat No. 115min, Khatoni No. 118min, Rect. No. 31, Killa No. 21/2(3-9), Rect. No. 37, Killa No. 1/1(6-7) total measuring 9 Kanal 16 Marla to the extent of 2/196 share which comes to 0 Kanal 2 Marla and Khewat No. 115min, Khatoni No. 118min, Rect. No. 31, Killa No. 11/1/2(6-14), 20(8-0), 21/1(4-11) total measuring 19 Kanal 5 Marla to the extent of 1/385 share which comes to 0 Kanal 1 Marla (Total Admeasuring 0 Kanal 3 Marla) situated within the revenue estate of Village Ullawas, Tehsil Sohna, District Gurgaon Gurgaon vide Jamabandi for the year 2007-08 and Sanctioned Mutation No. 2222

Page 6 of 7

Mary.



IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Sohna on the day, month and year first above written in the presence of the following witnesses:

- PBakeuge

SIGNED AND DELIVERED by the Within named VENDOR

Manoj Kumar

SIGNED AND DELIVERED by the

Within named VENDEE

M/s Brahma City Private Limited through its authorized signatory

Sh. Manohar Dhasmana

WITNESS:1

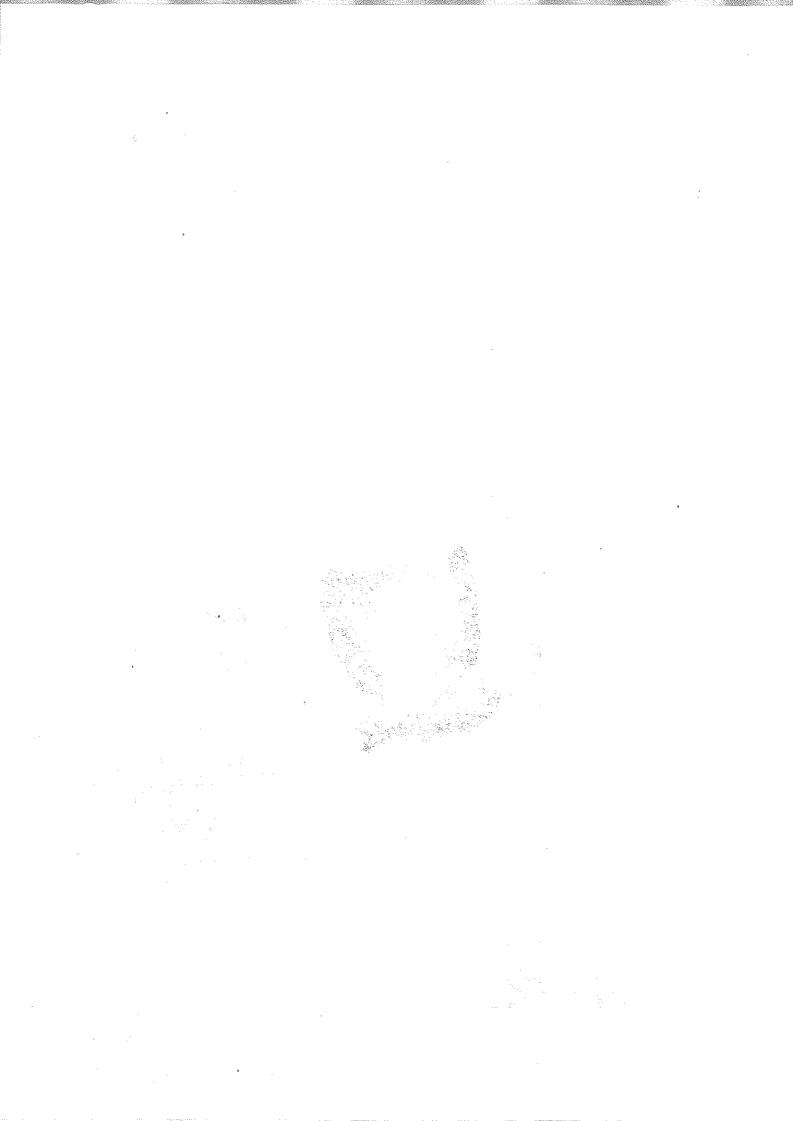
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WITNESS:2

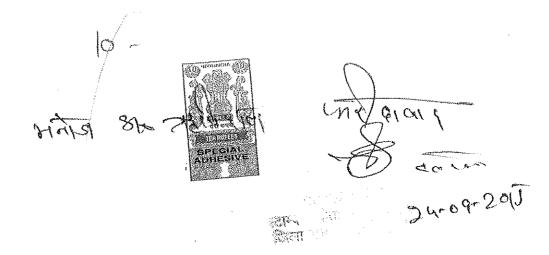
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Page 7 of 7







#### **AFFIDAVIT**

IManoj Kumar S/o ShriRishipal S/o ShriSrichand R/o House No. 163, Village Anangpur, Tehsil & District Faridabad, Haryanado hereby solemnly affirm as under:

- 1. That the deponent is owner in possession of the land bearing Khewat No. 115min, Khatoni No. 118min, Rect. No. 31, Killa No. 21/2(3-9), Rect. No. 37, Killa No. 1/1(6-7) total measuring 9 Kanal 16 Marla to the extent of 2/196 share which comes to 0 Kanal 2 Marla and Khewat No. 115min, Khatoni No. 118min, Rect. No. 31, Killa No. 11/1/2(6-14), 20(8-0), 21/1(4-11) total measuring 19 Kanal 5 Marla to the extent of 1/385 share which comes to 0 Kanal 1 Marla (Total Admeasuring 0 Kanal 3 Marla) situated within the revenue estate of Village Ullawas, Tehsil Sohna, District Gurgaonvide Jamabandi for the year 2007-08 and Sanctioned Mutation No. 2222
- 2. That, the above said land is the self acquired property of the deponent and the same is free from all encumbranceEncumbrances, attachments,mortgage, agreement, liens, court decree or acquisition proceedings or charges of any kind.
- 3. That I have sold the said land to M/S Brahma City Private Limited, a company registered under the Companies Act 1956, having its registered office at Flat no. B-8, Ansal Tower, 38 Nehru Place, New Delhi-110019. The previous sale deed of the said land got executed in my favour is not traceable despite my best possible effort and I undertake that I will handover the said sale Deed immediately as and when same be found, to the purchaser M/S Brahma City Private Limited.
- 4. That I have never taken any loan or entered into an agreement to sale on behalf of the said sale Deed. I will not misuse the said sale Deed in future.





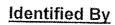


# **Affidavit Attestation**

नः 23774

तिथि:

24/09/2015



MANOJ KUMAR

C P ADV

ANANGPUR FARIDABAD

TO DESCRIPTION OF THE PROPERTY OF THE PARTY OF THE PARTY

That, any claim of the deponent and his successors or any other person on the basis of the said Sale Deed would be deemed as null and void and not binding upon the purchaser in any manner.

Deponent

#### Verification

Verified at Gurgaon on this......day of September 2015 that the contents of this affidavit are correct to my knowledge and material has been concealed to mislead therein.

Deponent

Attented as Identifies

E - CHALLAN Code: 0362 Remitter Copy Government of Haryana d Upto: 12-10-2015 (Cash) 06-10-2915 (Chq./DD) N No.: 0012143628 Date: 24 Sep 2015 10:50:44 ice Name: 0362-TEHSILDAR SOHNA Sohna asury: riod: (2015-16) One Time **Head of Account** Amount 30-02-103-96-51 Other Items 222200 AcNo 0 duction Amount: 222200 al/Net Amount: Two Lakhs Twenty Two Thousands Two Hundred only Tenderer's Detail 'F/PRAN/TIN/Actt. no./VehicleNo/Taxld:-N No: inderer's Name: Mis Brahma City Pvt Ltd dress: Flat Number B-8, Cabin No. 11, Ansal Tower, 38 Nehru Place, New Delhi articulars: Deficiency of Stamp Duty in favour of M s Brahma City regarding the land situated within the revenue estate of Village Ullahwas reque-DD-RTGS UTR No. UTIBH1526705732 ાંલાં: ڇ Depositor's Signature FOR USE IN RECEIVING BANK sank CIN Nभागतीय रहेट वैका State Bank of India 'ayment Date हुए जो राज गुड़गाव (01565) Mehrauli Road Branches (01565) website. This status



ELECTION COMMISSION OF INDIA IDENTITY CARD भारत निर्वाचन आयोग पहचान पत्र

JWP3272614



Elector's Hame विवर्षकाः यस नाग

LONAM.

Father's Name विका का भाग Sox / Min

RISHFPAL ; ऋषि पाल

BALET BY

Age as on 1.3.2003 - 22 Years 1.1.2003 को अप्रयु : 22 - वृर्ष

JWP3272614

Address : HNO. 163 VEL ANANGPUR TEM-FARIDAHAD, DISTLEARIDABAD

4(3)

ः ग.चः । १६३ - वाप-अनंगधुर - तह.प्राप्रीबाबीदः, जिला-फरीवाबाह

Facsimile Signature of Electoral Registration Officer

for 052 - MEWLA MAHARAJPUR Constituency

052 - मेवला पहाराजपुर निर्वाचन क्षेत्र के निर्वासकः रशिरद्रीकरण अधिकार'।

के हरताक्षर की अनुकृति

Place FARIDABAD स्थान : पश्चीद्यास

Oste : 23-07-2003 विनांक : 23-07-2003

This Card may be used as an identity Card under different Government Schemes. 77/434 इस पत्र को विभिन्न सरकारी योजनाओं के अन्तर्गत पहचान पत्र के रूप में प्रयोग किया जा सकता है।





# आरतीय विशिष्ट पहचान प्राधिकरूँ।

### भारत सरकार Unique Identification Authority of India Government of India

वामांकन कम / Enrollment No.: 1028/56023/00465

To
nshor gone
Manul Kumar
SYO: Rishipal
163
dhemaspur mehalla
Amarnagar
Amarnagar
Faridabad Faridabad
Haryana 121003
98 10290241

MN558154565FT



आपका आधार क्रमांक / Your Aadhaar No. :

2900 4737 0667

आधार - आम आदमी का अधिकार



भारत संस्कार Government of India



মনাতা বুলাং Manoj Kumar তাল্য বিধি / DOB : 22/08/1981 তাল / Mala





2900 4737 0667

आधार - आम आदमी का अधिकार

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Non Judicial



## Indian-Non Judicial Stamp Harvana Government



Date: 19/12/2017

Certificate No.

G0S2017L888

GRN No.

32188911



Stamp Duty Paid: ₹ 1228000

Penalty: (fts. Zero Chity)

₹ 0

Seller / First Party Detail

Name:

Alfonso builders And developer Pvt ltd

H.No/Floor: 119/1st

Sector/Ward: 7

LandMark: Vardhman star citi mall

City/Village: Dwarka

District: New delhi

State:

New delhi

Phone:

**Buyer / Second Party Detail** 

Brahma City Pvt Itd Sector/Ward: Nil

LandMark: Ansal tower 38

City/Village: Nehru place

H.No/Floor: B8

District: New delhi

State:

New delhi

THE SEAL

Phone:

Name:

Purpose: Sale Deed

The authenticity of this document can be verified by scanning this QrCode Through small ite https://egrashry.nic.in

SALE DEED

VILLAGE NAME

Ullahawas<sub>2</sub>

MEASURMENT OF LAND

WAZIRABAD 2 Kanal 18 Marla 7 Sarsai or 0.367 acr

TRANSACTION VALUE

2,45,37,500/-

STAMP DUTY

12,28,000/-

STAMP NO./DATE

G0S2017L888 dated 19-12-17

ISSUED BY

Govt. of Harvana

THIS SALE DEED is executed at Sub Tehsil Wazirabad on this 20th day of December 2017.

BY

Alfonso Builders and Developers Private Limited, (PAN No. AAGCA2582G)a company registered under the companies Act 1956, having its registered office at SEATING 4, UNIT NO.119, FIRST FLOOR VARDHMAN STAR CITI MALL, SECTOR -7, DWARKA NEW DELHI -110075through its authorized signatories Sh. Lalit Sharma S/o Sh. Ramgopal Sharma (AADHAR No. 7806 7378 0057) and Sh. Jeetendra Kumar patel S/o Late Sh. Jugal Kishor (AADHAR No. 2911 2165 0416) duly authorized vide a board resolution dated 15-12-2017 (hereinafter referred to as 'THE VENDOR') which expression shall include its successors, administrators, representatives, assigns and nominees of the ONE PART.

डीड सबंधी विवरण डीड का नाम SALE OUTSIDE MC AREA तहसील/सब-तहसील वजीराबाद स्थित उल्लावास गांव/शहर उल्लावास भवन का विवरण भूमि का विवरण 2 Kanal 18.7 Marla चाही सबंधी विवरण कुल स्टाम्प डयूटी की राशि 1,228,000.00 रुपये राशि 24,537,500.00 रुपये DFC: JIHOOPHH स्टाम्प की राशि 1.228,000.00 रुपये E-Stamp स्टाप्प न G0S2017L888 पेस्टिंग शुल्क 2.00 रुपये रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

Drafted By: सी पी वथेना एडवोकेट

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनॉक 20/12/2017 दिन बुघवार समय 4:45:00PM बजे श्री/श्रीमती/कुमारी - thru जितेन्द्र कुमार लिति शर्मा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

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

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

सय्क्रिक पंजीयन अधिकारी

वजीराबाद

श्री - thru जितेन्द्र कुमार लिलत शर्मा (@THER)

रुग्रामना क्रिता है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तपरोक्त विक्रेताच श्री/श्रीमती/क्षेगरी के अनुसार 0,00 रूपये की राशि केता ने मेरे समक्ष विक्रेता तथा समझकर स्वीकार किया। प्रेलेखे को अदा की तथा प्रलेख मे वर्णित शिप्रेस् अदी की /पई रिशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमोर्स् खीपी,अर्थना श्री/प्रती श्री/श्रीमती/कुमारी निवासी एडवोकेट व श्री/श्रीमती/कुमारी एस सी अरोडा पुत्र/पुत्री/पत्नी, श्री/श्रीमती/कुमारी निवासी एडवोकेंट

साक्षी न: 1 को हम नम्बरदार/अधिकक्षा कि किए में जानते है तथा वह साक्षी न:2 की पहचान करता है।

उप / सर्युक्त र्वीजीयन अधिकारी वजीराबाद

दिनाँक 20/12/2017

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

पंजीयन अधिकारी

#### IN FAVOUR OF

Brahma City Private Limited, (PAN No. AADCK3277H) a company registered under the companies Act 1956, having its registered office at Flat No. B-8, Ansal Tower 38,Nehru Place New Delhi-110019 through its authorized signatories Sh. Manohar Dhasmana S/o Sh. MN Dhasmana (AADHAR No. 4762 9719 9180) and Sh. Gagandeep Panchal s/o Sh. Senh Pravin Panchal (AADHAR No. 7972 7707 9638) both are jointly authorized vide a board resolution dated 10th November 2017 (hereinafter referred to as 'THE VENDEE') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendor herein is the absolute owner of the land bearing Khewat No. 98 Khata No.101 Rect. No. 32 Killa No. 15/2(3-14) 16/1(2-10) 25/2 (1-12) measuring 7 Kanal 16 Marla to the extent of 529/1404 share which comes to 2 Kanal 18 Marla 7 Sarsai or 0.367 acre situated within the revenue estate of Village Ullahawas Sub Tehsil Wazirabad District Gurgaon Jamabandi for the year 2012-13 (hereinafter referred to as THE SAID LAND') and the details of the said land provided in the Schedule-I.

AND WHEREAS the Vendor represents that the Said Land is the self acquired property of the Vendor and the Said Land is duly recorded in the name of the Vendor in the revenue records. A copy of the land revenue record (Khasra record) is annexed hereto and marked as **Annexure-A.** 

AND WHEREAS the Vendor has offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendor is the absolute owner of the Said Land and that its title thereto is good, clear, marketable, unencumbered and subsisting and no third party has any right, title, entitlement, interest or share therein in any manner whatsoever;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendor has not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory) made by the Government or statutory authorities, from time to time.
- (f) The Vendor is recorded as the owner and in possession of the Said Land in all government records.

AND WHEREAS the Vendor has agreed to sell, transfer and assign all its rights, title and interests in the Said Land in favour of Vendee for a consideration of Rs. 2,45,37,500/- (Rupees Two Crore Forty Five Lakhs Thirty Seven Thousand Five Hundred only) and the Vendee has agreed to purchase the same.

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Reg. No.

Reg. Year

Book No.

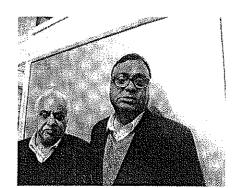
9,786

2017-2018

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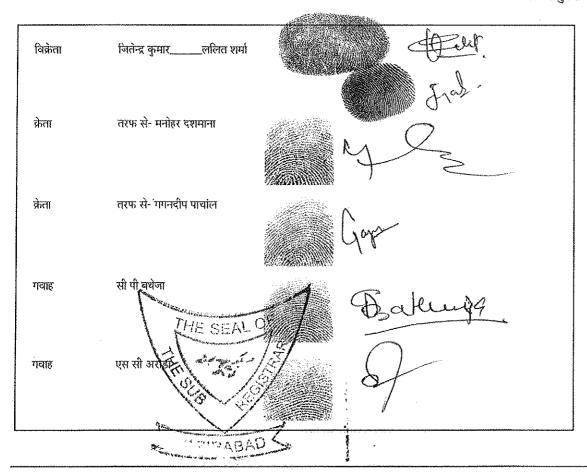


क्रेता





उप / सयुँक्त पॅजीयन अधिकारी



AND WHEREAS the Vendor has represented that its authorized signatories Sh. Lalit Sharma and Sh. Jeetendra Kumar Patel have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendor of this Deed.

AND WHEREAS the Vendor further represents that it will fulfill all legal requirements leaving behind no impediments in law for the conveyance of the Said Land in favour of the Vendee.

#### NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of a sum of Rs. 2,45,37,500/- (Rupees Two Crore Forty Five Lakhs Thirty Seven Thousand Five Hundred only) paid by the Vendee to the Vendor being the entire sale consideration, the Vendor doth hereby sell, transfer and assign all its rights, title and interests in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

# Payments detail

Ch/DD no.	Date of Payment	Amount	
088867	05-04-2010	4,80,000/-	
088893	03-05-2010	30,90,000/-	
023776	10-08-2010	50,00,000/-	
037170	24-09-2010	39,37,500/-	
250407	27-11-2010	1,20,30,000/-	
Total		2,45,37,500/-	

"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2. That the Vendor hereby warrants/assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in its absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendor has an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in its sole

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Reg. No. Reg. Year Book No.

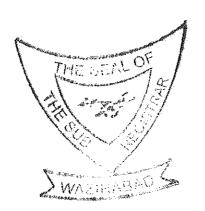
9,786 2017-2018

# प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9,786 आज दिनोंक 20/12/2017 को बही न: 1 जिल्द न: 13 के पृष्ठ न: 38 पर पेंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 259 के पृष्ठ सख्या 46 से 48 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुडा मेरे सामने किये हैं।

दिनोंक 20/12/2017

उप / सर्युंक्त माजिस्म अधिकारी वजीराबाद



discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendor will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the Vendor or on account of any representations, warranties of the Vendor being false, or on account of any breach of obligations hereunder by the Vendor and the Vendor agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendor.

- 3. That the Vendor covenants, represents and warrants that there is no claim, right, title or interest therein by any third party and that the Vendor is lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendor has a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendor has absolute power and authority to convey the Said Land and has not been party or privy to any act, deed or thing by which the rights of the Vendor to deal with the Said Land has been affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.
- 4. That from this day onwards the Vendee shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendor will have no objection in any manner whatsoever as the Vendor has delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
- 5. That as per the knowledge of the Vendor there are no pending suits and/or proceeding lispendence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
- 6. That the Vendor hereby also assures and declares that no other person(s) has any easement or other rights in respect of the Said Land.
- 7. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee, along with

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any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Vendee shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of Haryana and the vendor shall provide all assistance for the same, if required.

- 8. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
- 9. That hereinafter the Vendor at the request of the Vendee, do hereby agrees and undertakes to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendor and all persons claiming under on behalf of Vendor do hereby further agrees and undertakes with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
- 10. That upon execution of sale deed the Vendor has handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendor affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
- 11. That the Stamp duty and registration charges have been borne and paid by the Vendee.
- 12. This Deed constitutes and represents the entire Agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
- 13. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

## SCHEDULE I

ALL THAT Khewat No. 98 Khata No.101 Rect. No. 32 Killa No. 15/2(3-14) 16/1(2-10) 25/2 (1-12) measuring 7 Kanal 16 Marla to the extent of 529/1404 share which comes to 2 Kanal 18 Marla 7 Sarsai or 0.367 acre situated within the revenue estate of Village Ullahawas Sub Tehsil Wazirabad District Gurgaon Jamabandi for the year 2012-13

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IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Sub Teshil Wazirabad on the day, month and year first above written in the presence of the following witnesses:

SIGNED AND DELIVERED by the Within named VENDOR Alfonso Builders and Developers Pvt. Ltd. through its Authorized Signatories

Sh. Lalit Sharma

Sh. Jeetendra Kumar Patel

SIGNED AND DELIVERED by the Within named VENDEE **Brahma City Private Limited** through its authorized signatories

Sh. Manohar Dhasmana

Sh. Gagandeep Panchal

WITNESSES:1

Jistt. Courts, Gurgaon

WITNESSES: 2 Batter





Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date: 19/12/2017

Certificate No.

G0S2017L1772



Stamp Duty Paid: ₹ 947000

₹ 0

SEEAL OF

MAZIRABAD.

GRN No.

32189268

Penalty: (Rs. Žero Caty)

Seller / First Party Detail

Name:

Alfonso builders And developer Pvt ltd

H.No/Floor: 119/1st

Sector/Ward: 7

LandMark:

Vardhman star citi mall

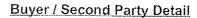
City/Village: Dwarka

District: New delhi

State:

New delhi

Phone:



Name: H.No/Floor: B8

Brahma City Pvt Itd

Sector/Ward: Nii

LandMark: Ansal tower 38

City/Village: Nehru place

District: New delhi

State:

New delhi

Phone:

Purpose: Sale Deed

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the web

## SALE DEED

VILLAGE NAME

MEASURMENT OF LAND

TRANSACTION VALUE STAMP DUTY

STAMP NO./DATE

ISSUED BY

Ullahawas

2Kanal5 Marla 2 sarsai or 0.283 acre

1,89,17,500/-

9,47,000/~

G0S2017L1772 dated 19-12-17

Govt. of Haryana

THIS SALE DEED is executed at Sub Tehsil Wazirabad on this 20th day of December 2017.

BY

Alfonso Builders and Developers Private Limited, (PAN No. AAGCA2582G)a company registered under the companies Act 1956, having its registered office at SEATING 4, UNIT NO.119, FIRST FLOOR VARDHMAN STAR CITI MALL, SECTOR -7, DWARKA NEW DELHI -110075through its authorized signatories Sh. Lalit Sharma S/o Sh. Ramgopal Sharma (AADHAR No. 7806 7378 0057) and Sh. Jeetendra Kumar patel S/o Late Sh. Jugal Kishor Patel (AADHAR No. 2911 2165 0416) duly authorized vide a board resolution dated 15-12-2017(hereinafter referred to as 'THE VENDOR') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees of the ONE PART.

	डीड	सबंधी	विवरण	
डींड का नाम SALEOUTSIDE MC AREA				
त हसील/सब-तहसील वजीराबाद	गांव/शहर	उल्लावा	₹	स्थित उल्लावास
	भवन	ाका वि	ावरण -	
	भूमि	का वि	वरण	
चाही		2 Kar	nal 5.2 Marla	······································
	धन	सबंधी	विवरण	
राशि 18,917,500.00 रुपये			कुल स्टाम्प डयूटी	की राशि 947,000.00 रुपये
E-Stamp स्टाम्प न G0S2017L1772	स्टाम्प कं	ी राशि	947,000.00 रुपये	DFC: JIHOPIMO
रजिस्द्रेशन फीस की राशि 15,000.00 रुपये				पेस्टिंग शुल्क 2.00 रुपये

Drafted By: श्री पी बथेजा एडवोकेट

Service Charge: 200,00 रुपये

यह प्रलेख आज दिनॉक 20/12/2017 दिन बुघवार समय 5:08:00PM बजे श्री/श्रीमती/कुमारी -thru जितेन्द्र कुमार\_\_\_\_\_ लित शर्मा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

Habit from

हस्ताक्षर प्रस्तुतकर्ता

उप / सयुँक्क पेजीयन अधिकारी

वजीराबाद

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

या

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

दिनांक

- thru जितेन्द्र कुमार लिलात शर्मा(OTHER)

उप / सर्युंक्त भूषियन अधिकारी वजीराबाद

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी तरफ से-गगनदीप क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा को तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी सीपीवथेना पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी एडवोकेट व श्री/श्रीमती/कुमारी एस सी अरोडा सुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी एडवोकेट ने की। साक्षी नः 1 को हम नम्बरदार/अधिनक्षता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनोंक 20/12/2017

उप/सयुँक्त मंजीयन अधिकारी

वजीराबाद

यह प्रमाणित किया जाता है कि पंजीकृति असीका की स्किर प्रक्रिक jamabandi.nic.in पर डाल दी गई है।

उप / रेपियेक्ट पॅजीयन अधिकारी

वजीरावाद

#### IN FAVOUR OF

Brahma City Private Limited, (PAN No. AADCK3277H) a company registered under the companies Act 1956, having its registered office at Flat No. B-8, Ansal Tower 38,Nehru Place New Delhi-110019 through its authorized signatories Sh. Manohar Dhasmana S/o Sh. MN Dhasmana (AADHAR No. 4762 9719 9180) and Sh. Gagandeep Panchal s/o Sh. Senh Pravin Panchal (AADHAR No. 7972 7707 9638) both are jointly authorized vide a board resolution dated 10th November 2017 (hereinafter referred to as 'THE VENDEE') which expression shall mean and include its successors, administrators, executors, legal representatives, assigns and nominees OF THE OTHER PART.

WHEREAS the Vendor herein is the absolute owner of the land bearing Khewat No. 98 Khata No.101 Rect. No. 32 Killa No. 15/2(3-14) 16/1(2-10) 25/2 (1-12) measuring 7 Kanal 16 Marla to the extent of 407/1404 share which comes to **2 Kanal 5 Marla 2 Sarsai or 0.283 acre** situated within the revenue estate of Village Ullahawas Sub Tehsil Wazirabad District Gurgaon Jamabandi for the year 2012-13 (hereinafter referred to as **THE SAID LAND'**) and the details of the said land provided in the **Schedule-I**.

AND WHEREAS the Vendor represents that the Said Land is the self acquired property of the Vendor and the Said Land is duly recorded in the name of the Vendor in the revenue records. A copy of the land revenue record (Khasra record) is annexed hereto and marked as **Annexure-A.** 

AND WHEREAS the Vendor has offered to sell the Said Land to the Vendee by making the following representations:

- (a) That the Vendor is the absolute owner of the Said Land and that its title thereto is good, clear, marketable, unencumbered and subsisting and no third party has any right, title, entitlement, interest or share therein in any manner whatsoever;
- (b) That the Said Land is not subject to any Encumbrances, attachments, court or acquisition proceedings or charges of any kind;
- (c) That there are no tax attachments with regards to the Said Land or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes;
- (d) That there is no bar or prohibition to acquire, hold or to sell the Said Land:
- (e) That the Vendor has not done any act, matter or thing which would or might constitute a breach of any laws, orders, regulations and bye-laws (statutory) made by the Government or statutory authorities, from time to time.
- (f) The Vendor is recorded as the owner and in possession of the Said Land in all government records.

AND WHEREAS the Vendor has agreed to sell, transfer and assign all its rights, title and interests in the Said Land in favour of Vendee for a consideration of Rs. 1,89,17,500/- (Rupees One Crore Eighty Nine Lakhs Seventeen Thousand Five Hundred only) and the Vendee has agreed to purchase the same.

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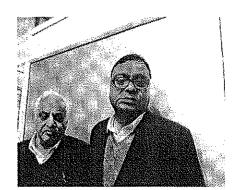
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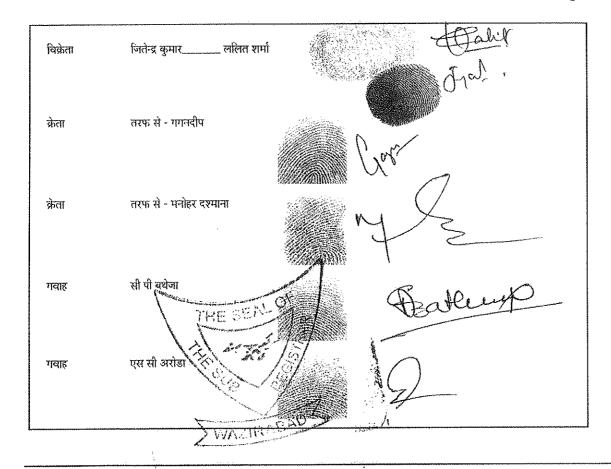


क्रेता





उप / सयुँकत पँजीयन अधिकारी



AND WHEREAS the Vendor has represented that its authorized signatory Sh. Lalit Sharma and Sh. Jeetendra Kumar Patel have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance by the Vendor of this Deed.

AND WHEREAS the Vendor further represents that it will fulfill all legal requirements leaving behind no impediments in law for the conveyance of the Said Land in favour of the Vendee.

#### NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of a sum of Rs. 1,89,17,500/- (Rupees One Crore Eighty Nine Lakhs Seventeen Thousand Five Hundred only) paid by the Vendee to the Vendor being the entire sale consideration, the Vendor doth hereby sell, transfer and assign all its rights, title and interests in the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

## Payment detail

Ch/DD no.	Date of Payment	Amount
109330	15-12-17	1,85,99,625/-
721231	15-12-17	1,28,700/-
TDS		1,89,175
Total		1,89,17,500/-

"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, attachment, decree of any court, Rehan, Patta, mortgage, litigations, disposition, acquisition, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off; any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2. That the Vendor hereby warrants/assures the Vendee that the Said Land is free from all Encumbrances and the Said Land is in its absolute possession and there is no legal defect in the title of any nature whatsoever, and the Vendor has an absolute and unfettered subsisting right to transfer, sell and convey the Said Land to the Vendee in its sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendor will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and expenses accruing thereby to the Vendee, in any manner whatsoever, on account of any defect or deficiency in the title of the

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Reg. No. Reg. Year Book No. 9,790 2017-2018

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 9,790 आज दिनाँक 20/12/2017 को बही न: 1 जिल्द न: 13 के पृष्ठ न: 39 पर पॅजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 259 के पृष्ठ सख्या 52 से 54 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुडा मेरे सामने किये हैं।

दिनॉंक 20/12/2017

उप/सयुक्ति पॅजीयन अधिकारी वजीराबाद



Vendor or on account of any representations, warranties of the Vendor being false, or on account of any breach of obligations hereunder by the Vendor and the Vendor agree to defend the right, title and interest of the Vendee and any successor in title thereto to the Said Land against all claims, and that all expenses in this regard shall be borne and paid for by the Vendor.

- 3. That the Vendor covenants, represents and warrants that there is no claim, right, title or interest therein by any third party and that the Vendor is lawfully seized and possessed of the Said Land free from any hindrance, restriction, disturbance, Encumbrance, attachment, liability or defect whatsoever and that the Vendor has a clear legal, valid and marketable title, right and interest and absolutely entitled to the Said Land and that the Vendor has absolute power and authority to convey the Said Land and has not been party or privy to any act, deed or thing by which the rights of the Vendor to deal with the Said Land has been affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.
- 4. That from this day onwards the Vendee shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendor will have no objection in any manner whatsoever as the Vendor has delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
- 5. That as per the knowledge of the Vendor there are no pending suits and/or proceeding lispendence and/or writs in any court and/or tribunal and/or any other judicial and/or quasi-judicial bodies and/or against them in any way connected with the Said Land, and further neither the Said Land is affected by any order of injunctions, received and/or any kind of order of Court and or any judicial and/or quasi-judicial body or authority nor acquired by the Government and/or tribunal and/or any other judicial and/or quasi-judicial bodies.
- 6. That the Vendor hereby also assures and declares that no other person(s) has any easement or other rights in respect of the Said Land.
- 7. That this Deed shall be executed upon the payment of the appropriate stamp duty and shall be immediately registered in accordance with the terms of the Registration Act, 1908 as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon, shall be borne by Vendee. Immediately upon the registration of this Deed in terms of the Registration Act, 1908, the Vandee shall cause the mutation effected for reflecting the change of ownership of the Said Land to be registered in the appropriate register maintained by the relevant Governmental Authority in the State of Haryana and the Vendor shall provide all assistance for the same, if required.

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- 8. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
- 9. That hereinafter the Vendor at the request of the Vendee, do hereby agrees and undertakes to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendor and all persons claiming under on behalf of Vendor do hereby further agrees and undertakes with Vendee that at all times hereinafter and upon any request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Land or any part thereof to the Vendee and / or its representative and placing it in its possession according to the true intent and meaning of these presents as shall or may be reasonably required.
- 10. That upon execution of sale deed the Vendor has handed over to the Vendee all the original title documents (including conveyance documents) in respect of the Said Land. The Vendor affirms that there are no other documents in original existing other than the documents handed over to the Vendee.
- 11. That the Stamp duty and registration charges have been borne and paid by the Vendee.
- 12. This Deed constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
- 13. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Deed or any part hereof.

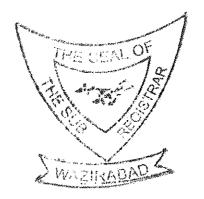
### SCHEDULE I

ALL THAT Khewat No. 98 Khata No.101 Rect. No. 32 Killa No. 15/2(3-14) 16/1(2-10) 25/2 (1-12) measuring 7 Kanal 16 Marla to the extent of 407/1404 share which comes to **2 Kanal 5 Marla 2 Sarsai or 0.283 acre** situated within the revenue estate of Village Ullahawas Sub Tehsil Wazirabad District Gurgaon Jamabandi for the year 2012-13

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IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Sub Teshil Wazirabad on the day, month and year first above written in the presence of the following witnesses: Exalted by C.P Balley & He

SIGNED AND DELIVERED by the Within named VENDOR Alfonso Builders and Developers Pvt. Ltd. through its Authorized Signatories

Sh. Lalit Sharma

Sh. Jeetendra Kumar Patel

SIGNED AND DELIVERED by the Within named VENDEE **Brahma City Private Limited** through its authorized signatories

Sh. Manohar Dhasmana

Sh. Gagandeep Panchal

WITNESSES:1

C. P. Badlenge ACO

Diett. Courts, Gurgaon

PART STATE

