

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 1/5th 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.P. (HR)

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 Hause H. 508/2 Shir Pring Gingan

2 Paper Singh Dy Sight

Director
Town & Country Planning,
Haryana, Chandigarh

Director
Town & Country Planning
Haryana, Chardigarh.



SI No 579700 GSR/001/

RECEIPT



STATEBANK OF INDIA

Mehrauli Road, Gurgaon (01565)

Branch Code No.

from Smt. / Shri M/S

√0, d/o, w/o STATE BANK OF INDIfor credit to Government of Haryana residing at

account towards Stamp Duty.

Date:

Place

Z 8 SEP 2012

VILLAGE NAME

STAMP DUTY

STAMP NO.

MEASURMENT OF LAND

TRANSACTION VALUE



(Signatures of Authorised Officer)

SALE DEED

Kadarpur

3 Kanal 6 Marla

90,75,000/-

4,53,800/-

GSR/001:579700

Dt. 26.09.2012

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

THIS SALE DEED is executed at Sohna on this 5/2 day of october 2012

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	डीड	सबंधी विवरण				
डीड का नाम SALE OUTSIDE MC A	REA					
तहसील/सब-तहसील सोहना	गांव/शहर	Kadarpur	स्थित	Kadarpur	***	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	भवन	न का विवरण				
	भूमि	का विवरण				
चाही		3 Kanal 6 M	arla			
	धन	सबंधी विवरण				
राशि 9,075,000.00 रुपये	****	कुर	लस्टाम्प डयूटी की	राशि 453,800.00 रु	पये	
स्टाम्प की राशि 453,800.00 रुपये	रजिस्ट्रेशन	स फीस की राशि	रा 15,000.00 रुपये	पेस्टिंग शुल्क	2.00 रुपये	
	रूपये					

Drafted By: CP Batheja Adv

यह प्रलेख आज दिनोंक 05/10/2012 दिन शुक्रवार समय 3:15:00PM बजे श्री/श्रीमती/कुमारी Rati Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Kadacpur Solma द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

सोहना

श्री Rati Ram thru Amit Katyal (GPA), Parbhu thru (GPA), Ratan Singh thru (GPA), Sattan thru (GPA) मोहना

उपरोक्त विक्रेता व श्री/श्रीमती/क्मारी Thru-Shailendra Yadav 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 की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लैन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Yogesh Kumar Adv पुत्र पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Ramesh Chand Ex Mc पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के जानते है तथा वह साक्षी न:2 की पहचान करता है।

DRegistrar, Sehna

🤊 सोहना

दिनाँक 05/10/2012

(1) Shri Rati Ram (2) Shri Prabhu (3) Shri Rattan Singh, 55/93 share, (4) Shri Sattan, 11/93 share all sons of Shri Gabdu, All Resident of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through their attorney holder Sh. Amit Katyal S/o Shri O.P. Katyal resident of 406, 4th Floor, Elegance Tower-8, Jasola District Centre New Delhi authorised signatory of M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) vide a General Power of Attorney bearing Vasika No. 118 dated 21.10.2010 registered in the office of Sub-Registrar Sohna, Distt. Gurgaon (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. 163, Khata No. 182, Rect. No. 1, Killa No. 24/2(4-13) total measuring 4 Kanal 13 Marla to the extent of 66/93 share which come to 3 Kanal 6 Marla situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned Mutation No. 2080 (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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Reg. No.

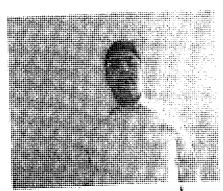
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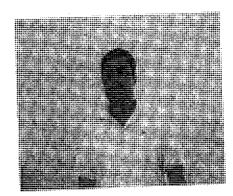
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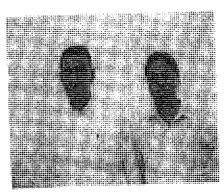
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2012-2013

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विक्रेता

विक्रेता Amit Katyal क्रेता

गवाह

क्रेता

Thru-Shailendra Yadav_

गुजाह 1:- Yogesh Kumar Adv

्रावाह 2:- Ramesh Chand Ex Mc Rameu

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 4,494 आज दिनोंक 05/10/2012 को बही न: 1 जिल्द न: 2,072 के पृष्ठ न: 128 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 429 के पृष्ठ सख्या 61 से 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और

गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनॉंक 05/10/2012

उप / संयुक्तित पॅजीयन अधिकारी सोहना PANKAJ SETIA Sub Registrar, Solvana

- (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. 90,75,000/- and the Vendee has agreed to purchase the same.

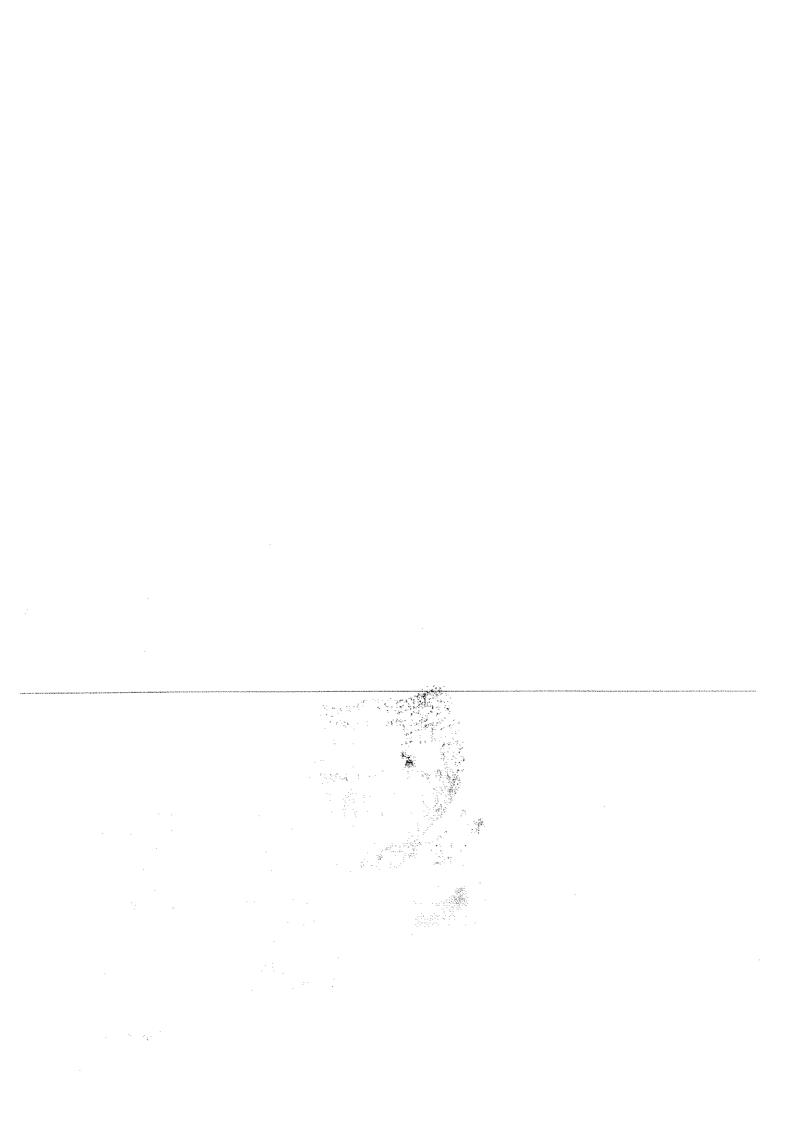
AND WHEREAS the Vendors have represented that [their Attorney] have full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person 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.90,75,000/-(Rupees Ninety Lacs Seventy Five 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.

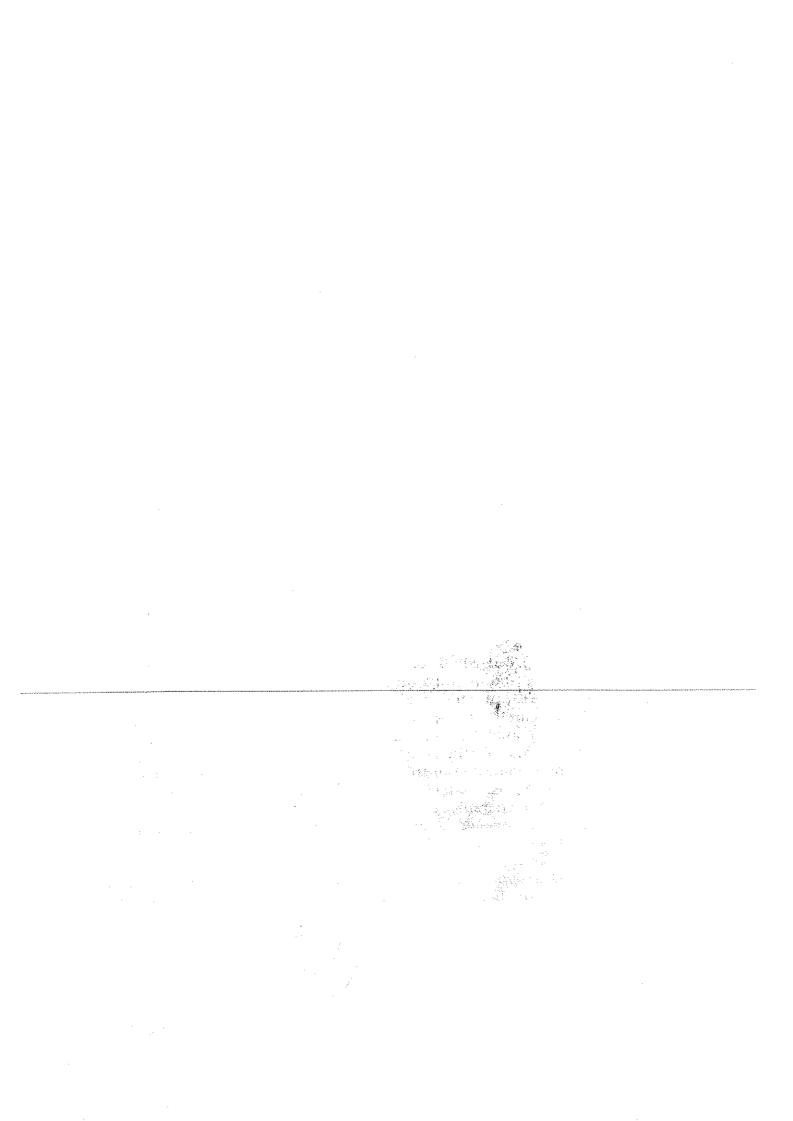
MA



- "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

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.



- 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. 163, Khata No. 182, Rect. No. 1, Killa No. 24/2 (4-13) total measuring 4 Kanal 13 Marla to the extent of 66/93 share which comes to **3 Kanal 6 Marla** situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned Mutation No. 2080.



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 VENDORS

(1) Sh. Rati Ram (2) Sh. Prabhu

(3) Sh. Rattan Singh (4) Sh. Sattan

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

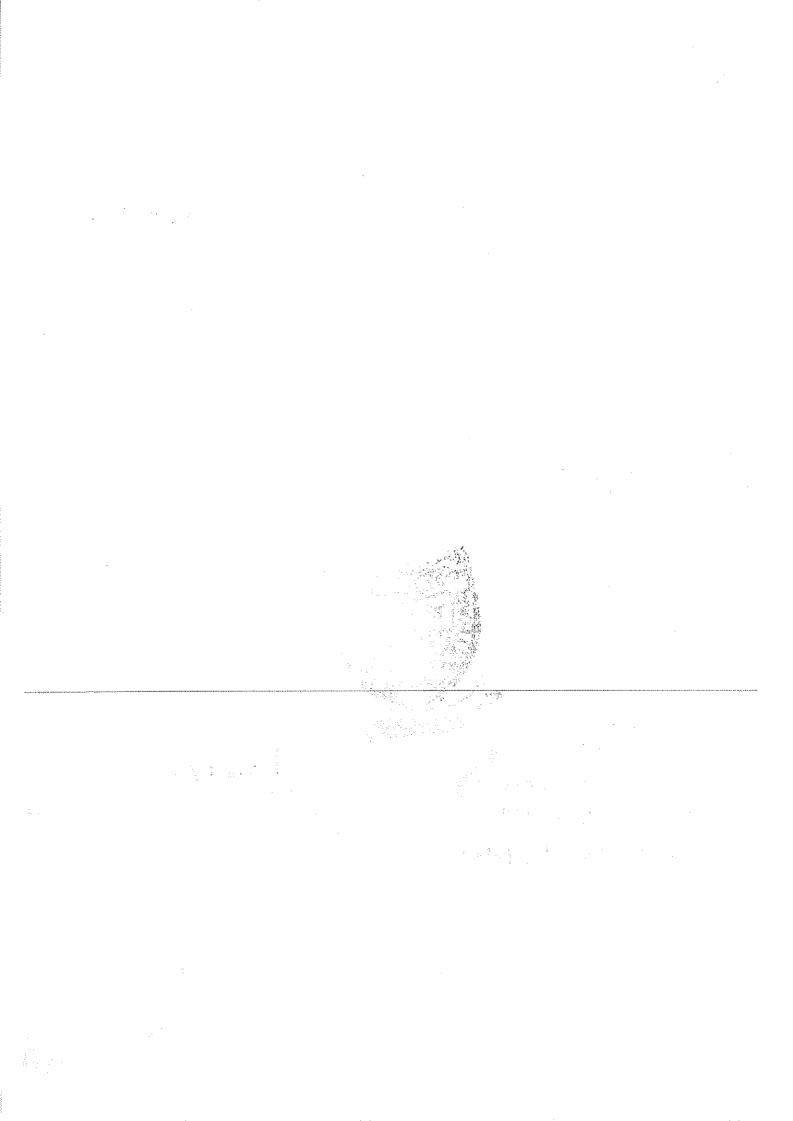
Mr. Shailendra Yaday

WITNESSES: 1

Jagest Kuman Advocate Dist Court, Gugaen

WITNESSES: 2

सोहना चिर् क्रान्स्ट्रेस (हरियाणा)





SI No 579699 GSR / 001:

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)

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Rom Smt. / ShriM/S Brahma City PH-Ud.

Branch

s/o, d/o, w/o residing at New D STATE BANK OF INDIfor credit to Government of Haryana

account towards Stamp Duty.

Date

Place

2 6 SEP 2012



(Signatures of Authorised Officer)

SALE DEED

VILLAGE NAME

MEASURMENT OF LAND TRANSACTION VALUE

STAMP DUTY

STAMP NO.

ISSUED BY

Kadarpur

62 Kanal 11 Marla

17,20,12,500/-

86,00,700/-

GSR/001:579699

Dt. 26.09.2012

S.B.I. M.R. Gurgaon

THIS SALE DEED is executed at Sohna on this 174 day of 6 choler 2012 BY

Page I of 7

05-10-12

प्रलेख नः 4496

				1दनाक 05/10/2012		
	डीड	सबंधी विवरण				
डीड का नाम SALE OUTSIDE MC ARE	ZA .					
तहसील/सब-तहसील सोहना	गांव/शहर	Kadarpur	स्थित	Kadarpur		
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चाही		7 Acre 6 Kanal 11	Marla			
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स्टाम्प की राशि 8,600,700.00 रुपये	रजिस्ट्रेशन	फीस की राशि 15,	000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये		
	ब्पये -					

Drafted By: CP Batheja Adv

यह प्रलेख आज दिनॉक 05/10/2012 दिन शुक्रवार समय 3:23:00PM बजे श्री/श्रीमती/कुमारी Rati Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Gabdu निवासी Kadarpur द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

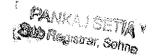
पॅंजीयन अधिकारी सोहना

sfi Rati Ram thru Amit Katyal (GPA), Rarbhu thru (GPA), Sattan thru (GPA), Rattan thru (GPA) Registrar, Sohna PANKAJ SETIA Y

उपरोक्त विक्रेताच श्री/श्रीमती/कुमारी Thru-Shailendra क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी YOgesh Adv पुत्र/पुत्री/पुर्त्नी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Ramesh Chand EX MC पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथी वह साक्षी न:2 की पहचान करता है।

दिनाँक 05/10/2012

पॅजीयन अधिकारी सोहना



(1) Sh. Rati Ram (2) Sh. Prabhu (3) Sh. Rattan Singh (4) Sh. Sattan all sons of Shri Gabdu, All Resident of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through their attorney holder Sh. Amit Katyal S/o Shri O.P. Katyal resident of 406, 4th Floor, Elegance Tower-8, Jasola District Centre New Delhi authorised signatory of M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) vide a General Power of Attorney bearing Vasika No. 118 dated 21.10.2010 registered in the office of Sub-Registrar Sohna, Distt. Gurgaon, (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. 162, Khata No.178, 179, 180, Rect. No. 1, Killa No. 14(2-0), 15/1(2-19), 16/1(4-3), 25/1(4-12), 25/2(3-8), Rect. No. 2, Killa No. 21/1(5-4), Rect. No. 12, Killa No. 3/1(2-6), 4(7-12), 5/1(4-12), 5/2 (3-8), 6/1Min(4-12), total measuring 44 Kanal 16 Marla salam and Khewat No. 169, Khata No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0), total measuring 23 Kanal 13 Marla to the extent of 3/4 share which comes to 17 Kanal 15 Marla (Total Admeasuring 62 Kanal 11 Marla) situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned Mutation No. 2080 (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

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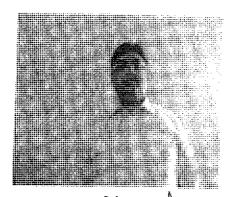
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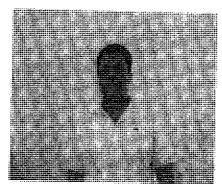
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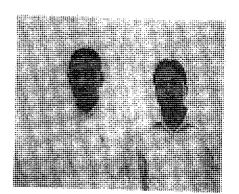
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2012-2013

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(विक्रेत

विक्रेता Amit Katyal_ क्रेता

गवा

क्रेता

Thru-Shailendra

गवाह 1:- YOgesh Adv

__गवाह 2:- Ramesh Chand EX MC

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 4,496 आज दिनाँक 05/10/2012 को बही न: 1 जिल्द न: 2,072 के पृष्ठ न: 128 पर पैँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 429 के पृष्ठ सख्या 65 से 66 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनाँक 05/10/2012

प्प / सयुष्टि प्जीयन अधिकारी

सोहना

Subject States

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:

- (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 lncome 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. 17,20,12,500/- 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. 17,20,12,500/-(Rupees Seventeen Crore Twenty Lacs Twelve Thousand Five Hundred only) already paid by the Vendee to the Vendors being the entire sale

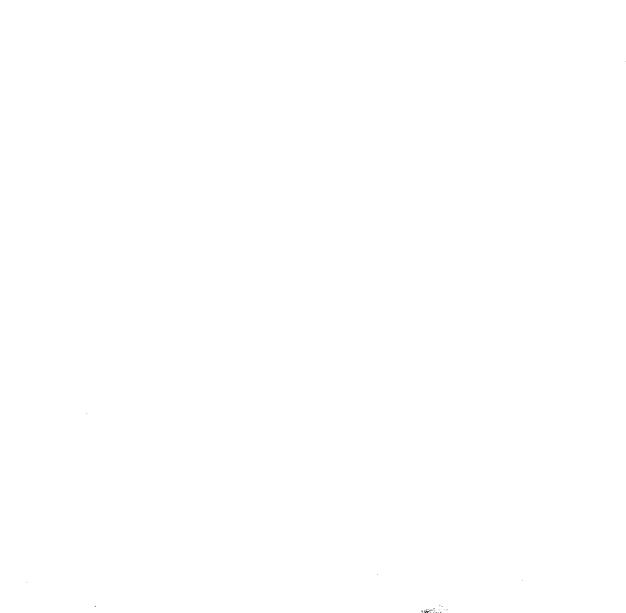
Page 3 of 7



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.

"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 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.

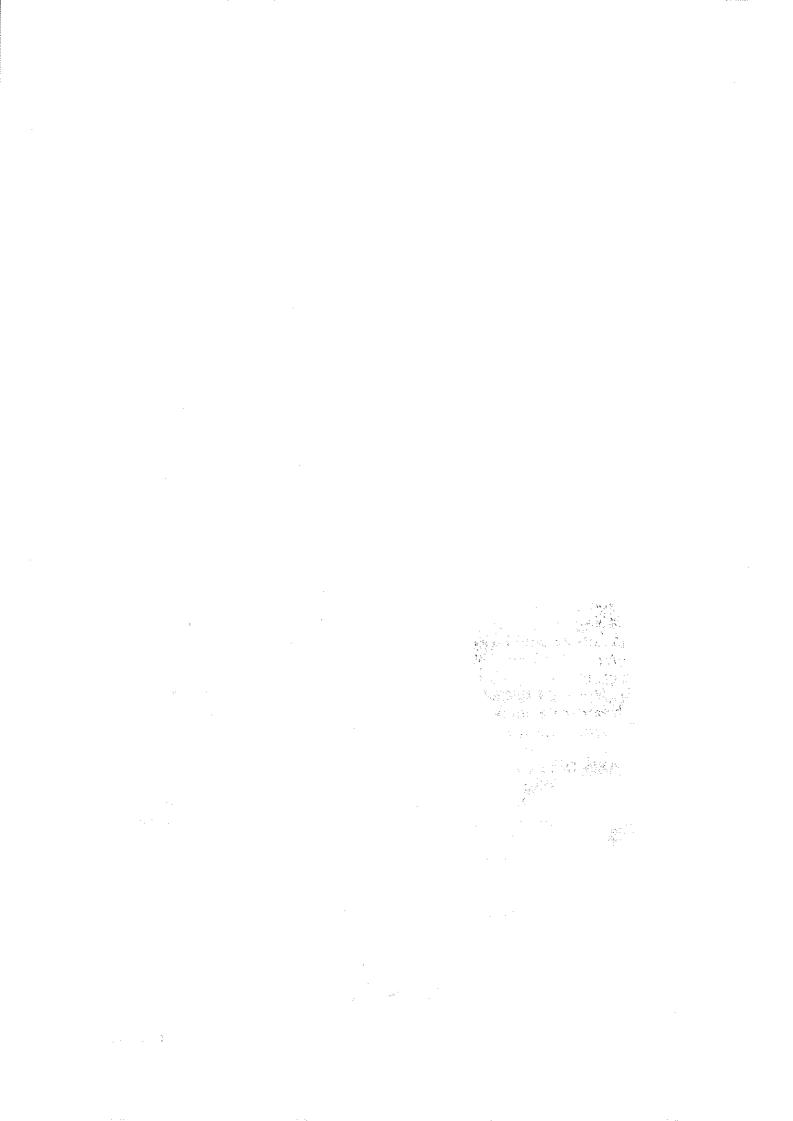
- 4. That from this day onwards the Vendee shall be absolute owners in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendors will have no objection in any manner whatsoever as the Vendors have delivered the physical possession of the 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 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 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.
- 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 the 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.

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.

NA



SCHEDULE I

ALL THAT Khawet No. 162, Khata No.178, 179, 180 Rect. No. 1, Killa No. 14(2-0), 15/1(2-19), 16/1(4-3), 25/1(4-12), 25/2(3-8), Rect. No. 2, Killa No. 21/1(5-4), Rect. No. 12, Killa No. 3/1(2-6), 4(7-12), 5/1(4-12), 5/2 (3-8), 6/1Min(4-12), total measuring 44 Kanal 16 Marla salam and Khewat No. 169, Khata No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0), total measuring 23 Kanal 13 Marla to the extent of 3/4 share which comes to 17 Kanal 15 Marla (Total Admeasuring 62 Kanal 11 Marla) situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006.

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 VENDORS

(1) Sh. Rati Ram (2) Sh. Prabhu

(3) Sh. Rattan Singh (4) Sh. Sattan

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

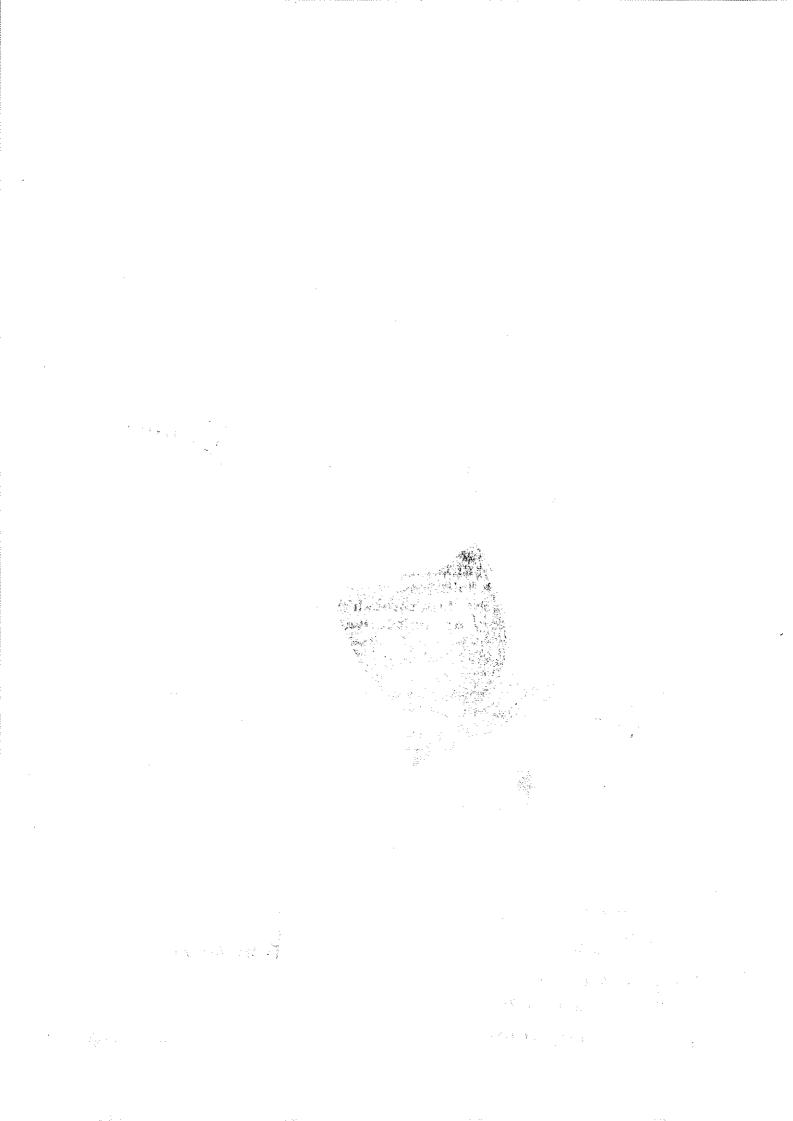
M/s Brahma City Pvt. Ltd.

through its authorized signatory

Mr. Shailendra Yadav

Jagest Kerman Advocate Dista Coult, Ggar

कोहात जिल्लामु (हरिकास) Page 7 of 7





SI No 579751 GSR / 001;

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SALE DEED

VILLAGE NAME

MEASURMENT OF LAND

TRANSACTION VALUE

STAMP DUTY

STAMP NO.

1,11,37,500/-5,56,900/-

4 Kanal 1 Marla

GSR/001: 579751

Kadarpur

Dt. 26.09.2012

ISSUED BY

S.B.I. M.R. Gurgaon

THIS SALE DEED is executed at Sohna on this TH day of actober 10/2

Page I of 7

				14-1149 U3/10/2012
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Drafted By: CP Bathej a Adv

यह प्रलेख आज दिनोंक 05/10/2012 दिन शुक्रवार समय 3:29:00PM बजे श्री/श्रीमती/कुमारी Rati Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Gabdu निवासी Kadarpur द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकी

पॅजीयन अधिकारी

सोहना

ARati Ram thru Amit Katyal (GPA), Parbhu thru (GPA), Ratan thru (GPA), Satan thru (GPA)

उपरोक्त विक्रेताच श्री/श्रीमती/कुमारी Thru-Shailendra Yadav क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर् तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने भेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Yogesh Adv पुत्र/पुत्री/पुरेनी श्री/श्रीमती/कुमारी निवासी Gurgaon व श्री/श्रीमती/कुमारी Ramesh Chand Ex Mc पुत्र/पुत्री/प्रत्नी श्री/श्रीमती/कुमारी निवासी Sohna साक्षी नः 1 को हम नम्बरदार/अधिवकता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनाँक 05/10/2012

उप/सर्युकीत् पॅजीयन अधिकारी सोहना



(1) Shri Rati Ram (2) Shri Prabhu (3) Shri Rattan Singh, 71/94 share(4) Shri Sattan, 10/94 share sons of Shri Gabdu All Resident of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through their attorney holder Sh. Amit Katyal S/o Shri O.P. Katyal resident of 406, 4th Floor, Elegance Tower-8, Jasola District Centre New Delhi authorised signatory of M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) vide a General Power of Attorney bearing Vasika No. 118 dated 21.10.2010 registered in the office of Sub-Registrar Sohna, Distt. Gurgaon. (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. 166, Khata No. 185, Rect. No. 1, Killa No. 24/1(4-14), total measuring 4 Kanal 14 Marla to the extent of 81/94 share which comes to 4 Kanal 1 Marla situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned Mutation No. 2080 (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:

Page 2 of 7

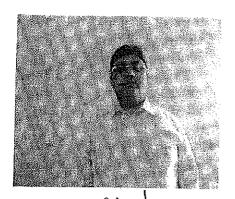
Reg. No.

Reg. Year

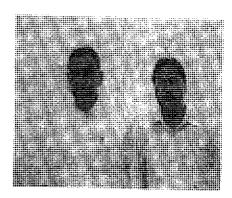
Book No.

4498

2012-2013







विक्रेता

Amit Katyal

क्रेता

गवाह

क्रेता

गवाह 1:- Yogesh Ady

ावाह 2:- Ramesh Chand Ex Mc Romes L

प्रमाण--पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 4,498 आज दिनोंक 05/10/2012 को बही न: 1 जिल्द न: 2,072 के पृष्ठ नः 132 पर पेँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 429 के पृष्ठ संख्या 93 से 94 पर चिपकाई गयी। यह भी प्रमाणित किस्र जीता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है

दिनोंक 05/10/2012

उप/सर्युक्त पॅजीयन अधिकारी

Francis SETIM Subjection, admini

- (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. 1,11,37,500/- 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. 1,11,37,500/-(Rupees One Crore Eleven Lacs Thirty Seven Thousand Five Hundred 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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4.8-3-33

"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 the Vendors to deal with the Said Land havebeen affected, abridged or curtailed in any manner and that the Vendee shall hereafter and

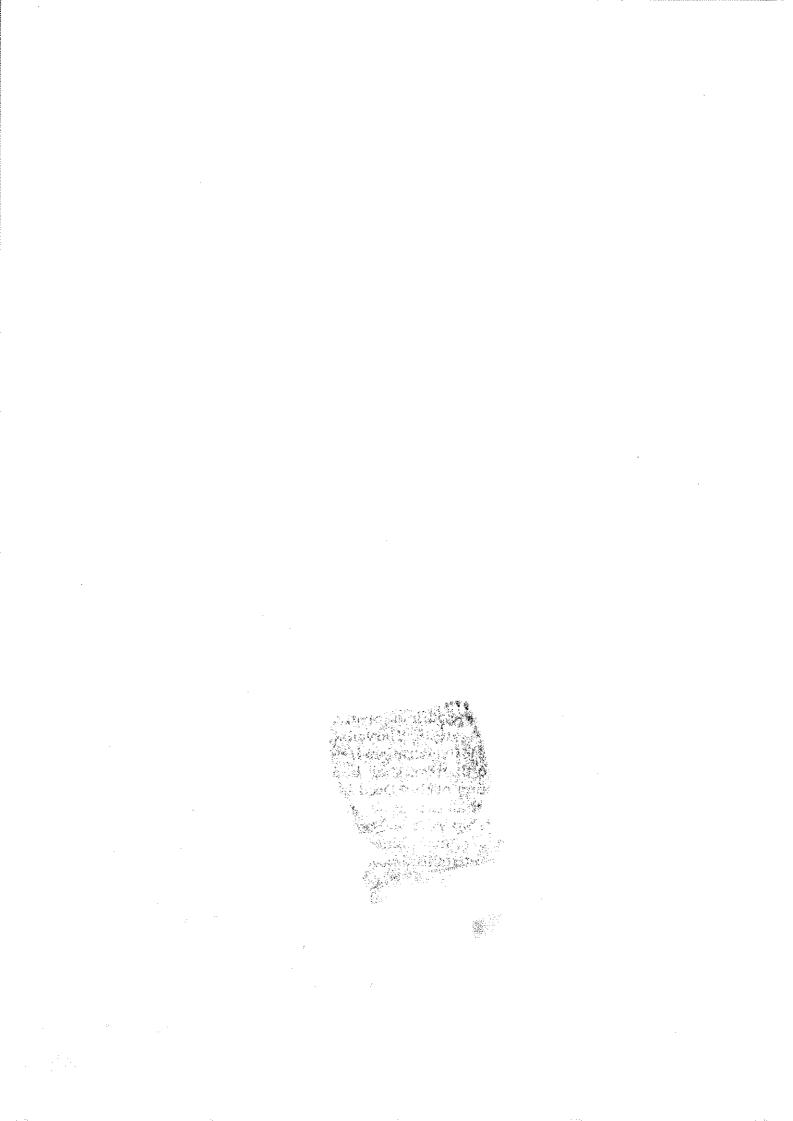
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may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal owner thereof, without any hindrance, restriction, disturbance, claim demand.

- 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 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 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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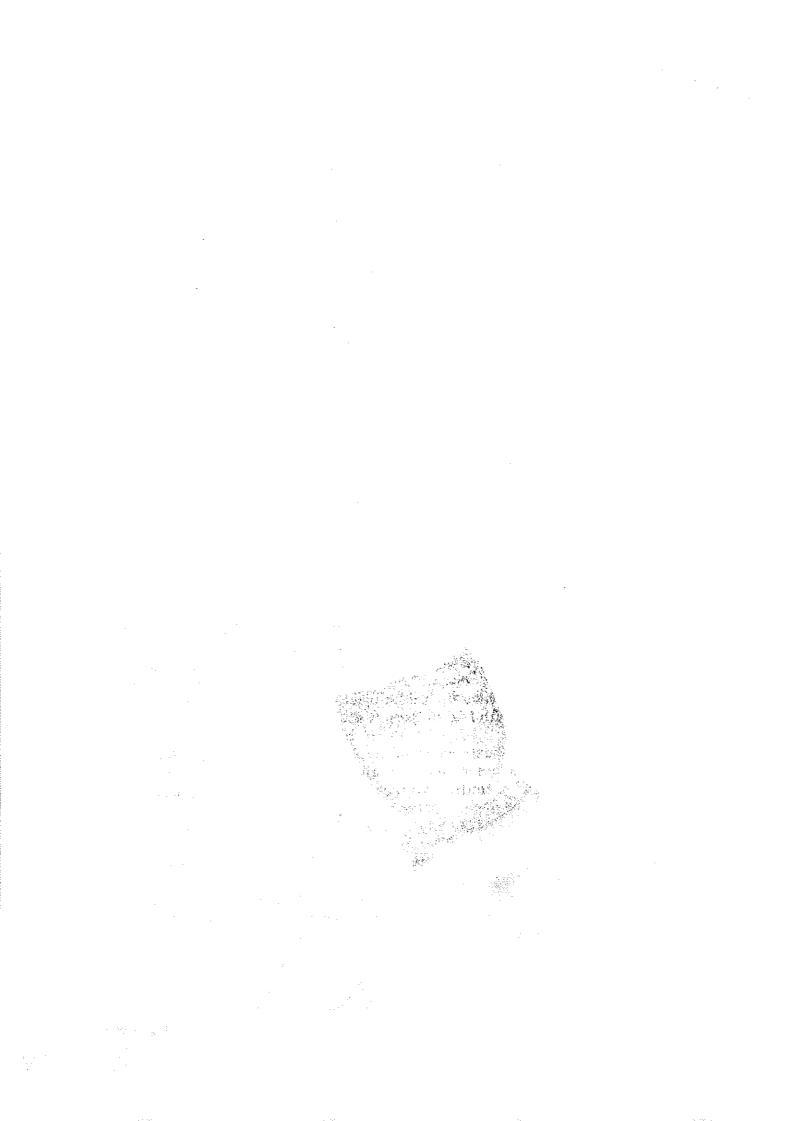


- 10. That hereinafter the Vendors at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all such documents as may be permissible under law so as to perfect the Vendee's title to the Said Land. That the Vendors and all persons claiming under on behalf 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. 166, Khata No. 185, Rect. No. 1, Killa No. 24/1 (4-14), total measuring 4 Kanal 14 Marla to the extent of 81/94 share which comes to **4 Kanal 1 Marla** situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned Mutation No. 2080.

N.A.



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 VENDORS (1) Sh. Rati Ram (2) Sh. Prabhu

(3) Sh. Rattan Singh (4) Sh. Sattan 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

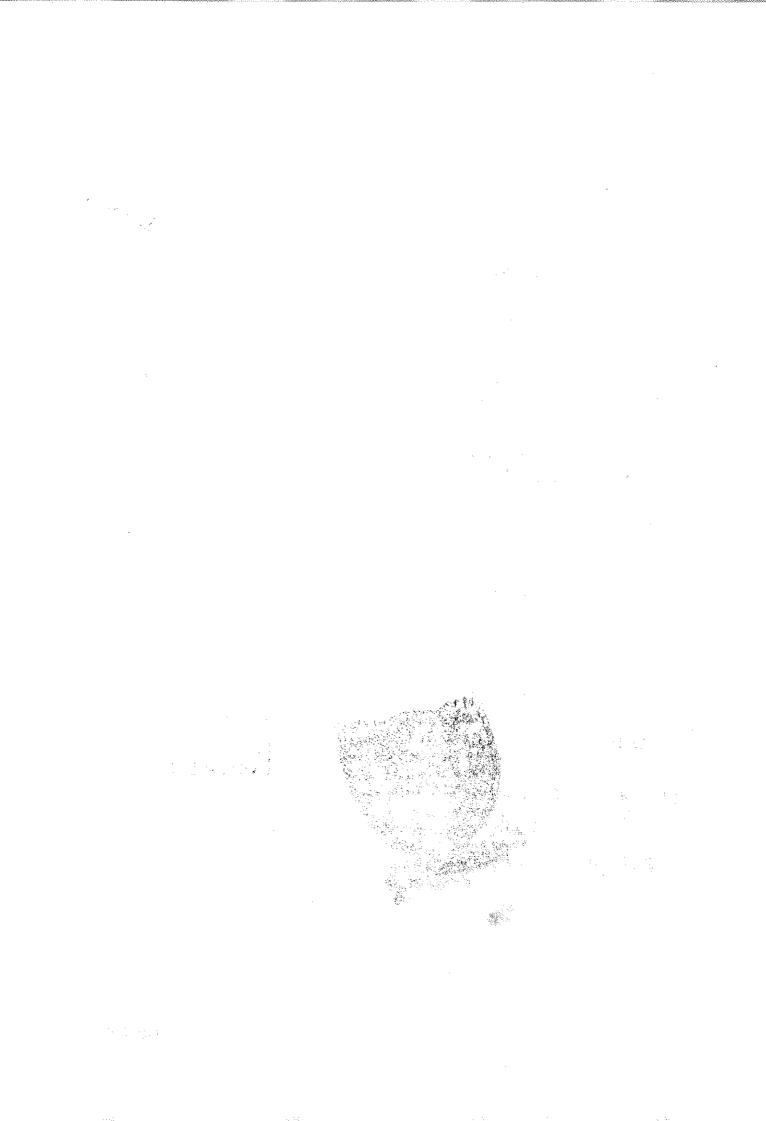
Mr. Shailendra Yaday

WITNESSES: 1

eigeth Kerman Adv Distol court GGA.

WITNESSES: 2

राँक .. निम गुडमान (हरियाना)





SI No 579755 GSR / 001/

RECEIPT

STATE BANK OF INDIA



(Mebrauli Road, Gurgaon (01565) Code No

Received a sum of Rs. 564600

from Smt. / Shri 🕥 \$16, d/o, w/o_

YSTATE BANK OF INDIfor credit to Government of Haryana residing at Neus Do

account towards Stamp Duty,

Date

Place

2 6 SEP 2012

audaamb

(Signatures of Authorised Officer)

SALE DEED

4501

VILLAGE NAME

MEASURMENT OF LAND

TRANSACTION VALUE

STAMP DUTY

STAMP NO.

Rs. 5,64,600/-

Kadarpur

Rs. 1,12,90,300/-

4 Kanal 2 Marla 1 Sarsai

GSR/001:579755

Dt. 26.09.2012

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

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

		दिनाक 05/10/2012
	डींड सबंधी विवरण	
डीड का नाम SALE OUTSIDE MC A	REA	
तहसील/सब-तहसील सोहना	गांव∕शहर Kadarpur हि	ध्यत Kadarpur
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वाही	4 Kanal 2.1 Marla	the state of the s
	धन सबंधी विवरण	
राशि 11,290,300.00 रुपये स्टाम्प की राशि 564,600.00 रुपये	कुल स्टाम्प डयूटी क रजिस्ट्रेशन फोस की राशि 15,000.00 रूप	ी राशि 564,600.00 रुपये ये पेस्टिंग शुल्क 2.00 रुपये
	रूपये	
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Drasted By: C P Batheja Adv

यह प्रलेख आज दिनोंक 05/10/2012 दिन शुकवार समय 3:37:00PM बजे श्री/श्रीमती/कुमारी Layak Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sultan निवासी Kadarpur द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

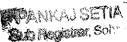
सोहना MPANKAJ SETIA

sh Layak Ram thru Amit Katyal (GPA), Suraj thru (GPA), Desh Raj thru (GPA), Gaj Raj thru (GPA) Sub Registrar, Sohna

उपरोक्त विक्रेताच श्री/श्रीमती/कुमारी Thru-Shailndra Yadav क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों 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 लीत देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Yogosh Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgoan व श्री/श्रीमती/कुमारी Ramesh Chand Ex Me पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna साक्षी न: 1 को हम नम्बरदार/अधिवकता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

হিলাঁক 05/10/2012

उप / सर्युंकती पँजीयन अधिकारी सोहना



(1) Shri Layak Ram, 3/14 share, (2) Shri Suraj, 3/14 share, (3) Shri Desh Raj, 1/7 share, (4) Shri Gajraj, 1/7 share all sons of Shri Sultan Singh all resident of 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. 82 dated 30.08.2010 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.165, Khata No.184, Rect. No.1, Killa No.17(5-15), total measuring 5 Kanal 15 Marla to the extent of 5/7 share which comes to 4 Kanal 2 Marla 1 Sarsai situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned mutation No.2417 (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 Vendors have 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.

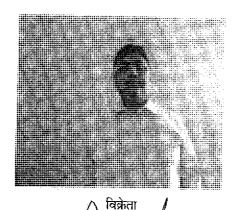
Reg. Year

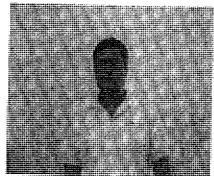
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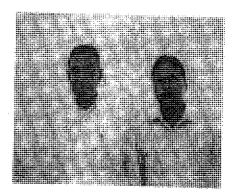
4501

2012-2013

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विक्रेता

Amit Katyal

क्रेता

गवाह

क्रेता

गवाह 1:- Yogesh Adv

_ गवाह 2:- Ramesh Chand Ex Me_

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 4,501 आज दिनाँक 05/10/2012 को बही नः 1 जिल्द नः 2,072 के पृष्ठ नः 130 पर पैंजीकृत किया गया तथा इसकी एक प्रति अतिरिकृत बेही सख्या 1 जिल्द नः 429 के पृष्ठ संख्या 77 से 78 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और मवाहो ने अपने हस्ताक्षर∕निशान अंगुठा मेरे सामने किये हैं।

दिनाँक 05/10/2012

उप/सयुँकोत पँजीयन अधिकारी

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.

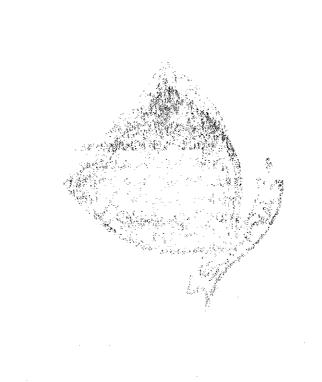
AND WHEREAS the Vendors have agreed to sell, transfer and assign all their rights, title and interests in the Said Land at or for a consideration of Rs. 1,12,90,300/- and the Vendee has agreed to purchase the same.

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.1,12,90,300/-(Rupees One Crore Twelve Lacs Ninety Thousand Three Hundred 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



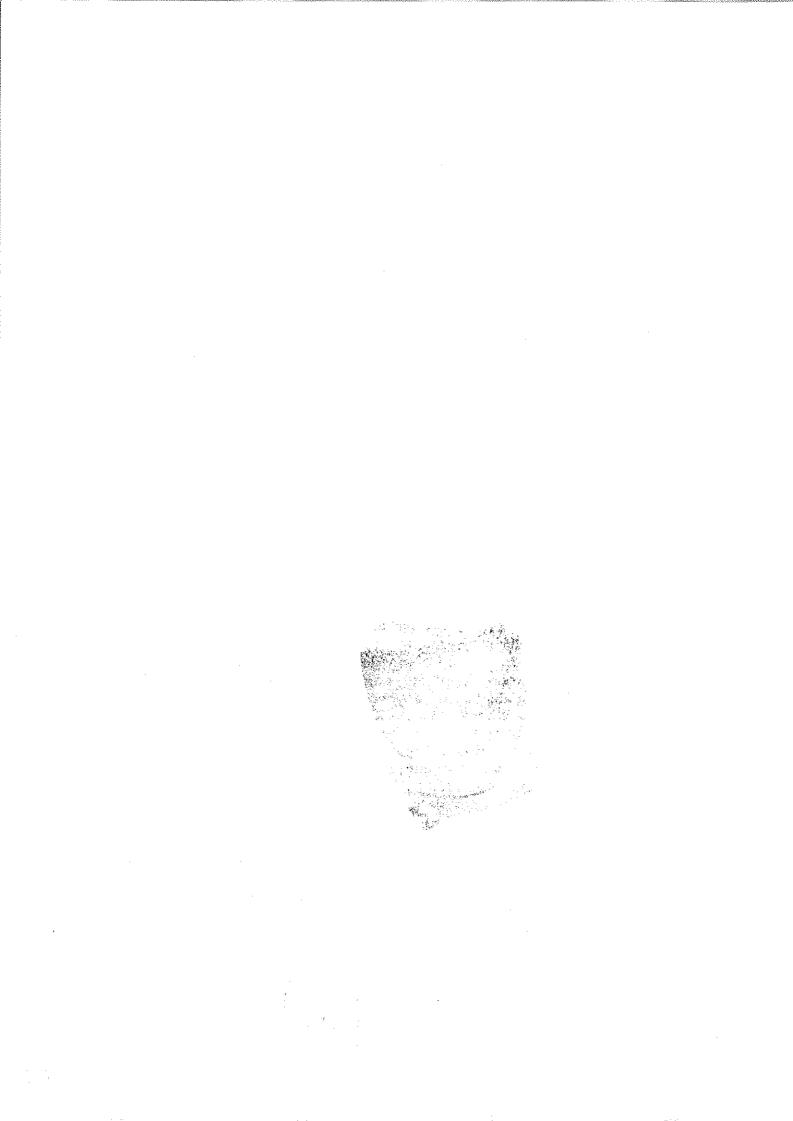
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the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

"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

Next



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 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 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].

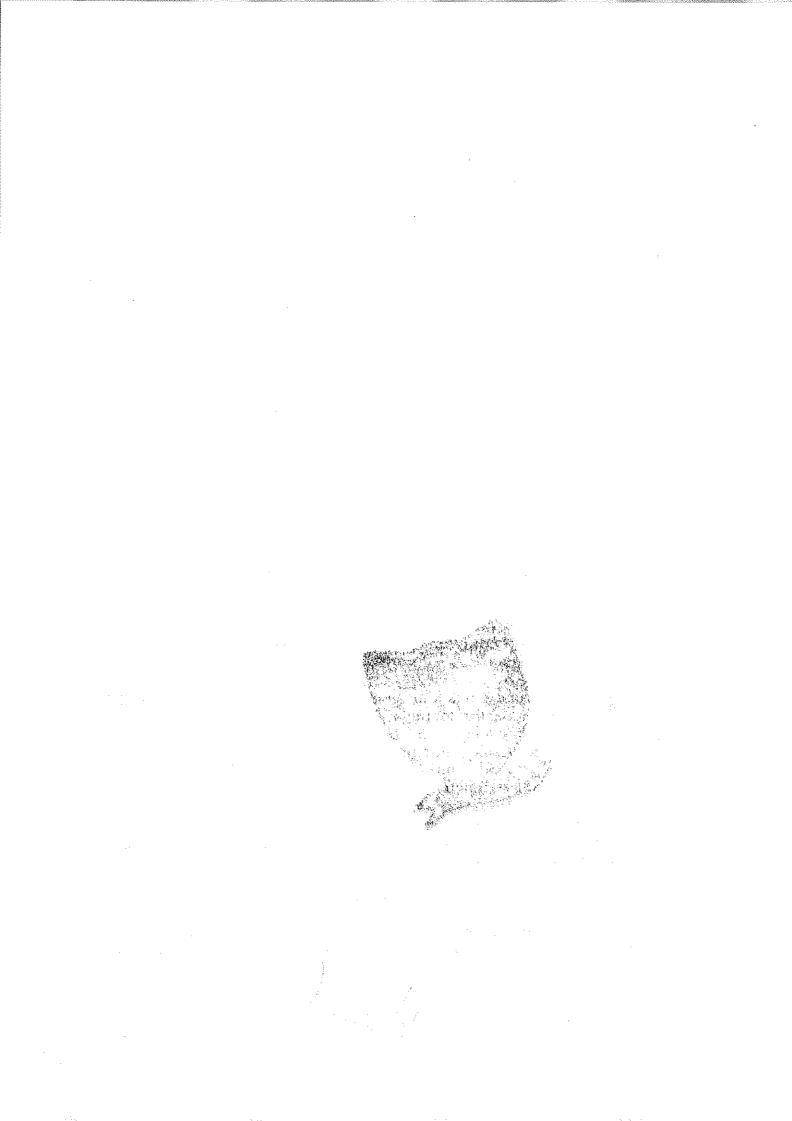
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- 9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
- 10. That hereinafter the Vendors at the request of the Vendee, do hereby agree and undertake 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.165, Khata No.184, Rect. No.1, Killa No.17(5-15), total measuring 5 Kanal 15 Marla to the extent of 5/7 share which comes



to 4 Kanal 2 Marla 1 Sarsai situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned mutation No.2417.

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 VENDORS (1) Shri Layak Ram (2) Shri Suraj (3) Shri Desh Raj (4) Shri Gajraj, through their attorney holder M/s Krrish Buildtech Pvt. Ltd. through its authorized signatory Mr. Amit Katyal

SIGNED AND DELIVERED by the

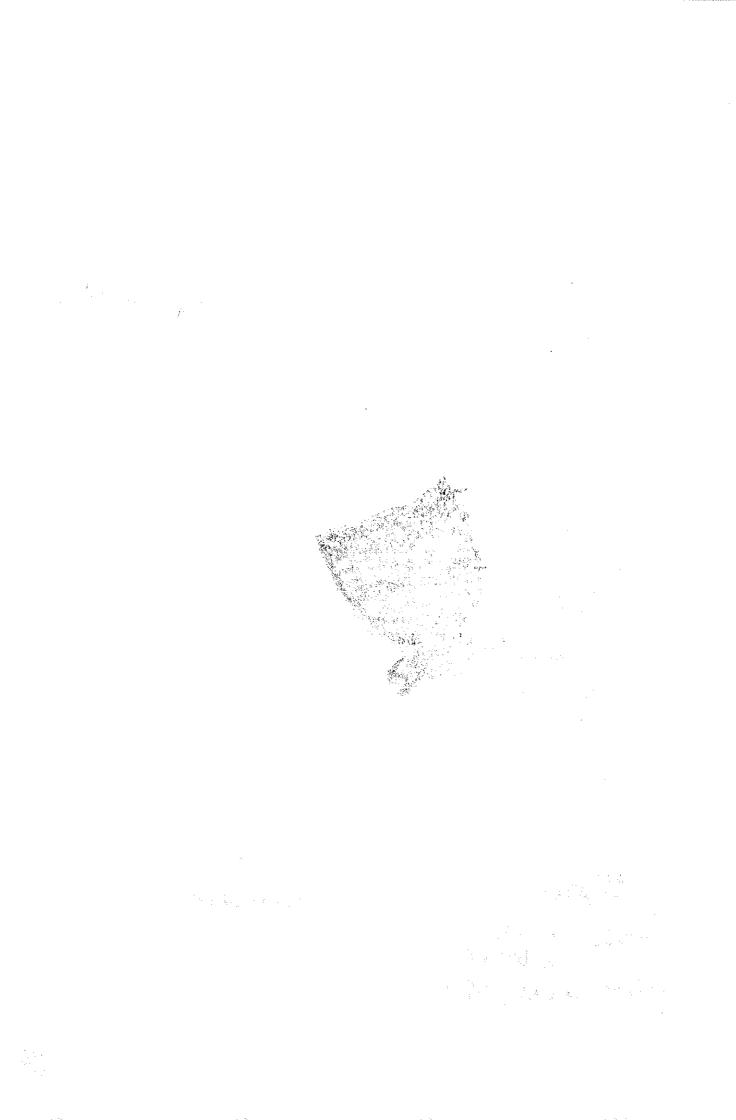
Within named VENDEE M/s Brahma City Pvt. Ltd. through its authorized signatory Mr. Shailendra Yadav

Jogesh Kuman Advocabl Dista court GGM

WITNESSES:2

Komerh

राज । जिंग पुडमीस (सिर्धान)





SI. No. 579754 GSR / 001

RECEIPT

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SALE DEED

VILLAGE NAME

MEASURMENT OF LAND

TRANSACTION VALUE

STAMP DUTY

STAMP NO.

ISSUED BY

Kadarpur

0 Kanal 8 Marla 2 Sarsai

Rs. 11,30,555/-

Rs. 56,600/-

GSR/001:579754

Dt. 26.09.2012

S.B.I. M.R. Gurgaon

THIS SALE DEED is executed at Sohna on this 5th day of october 20/2

Vide B. Book NO LUS dt. 6

Page I of 7

		ादनाक 05/10/2012
	डीड सबंधी विवरण	
डीड का नाम SALE OUTSIDE MC	AREA	
तहसील/सब-तहसील सोहना	गांव⁄शहर Kadarpur	स्थित Kadarpur
	भवन का विवरण	

	भूमि का विवरण	
चाही	8.2 Marla	
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राशि 1,736,350.00 रुपये स्टाम्प की राशि 56,600.00 रुपये	कुल स्टाम्प रजिस्द्रेशन फीस की राशि 10,0	र डयूटी की राशि 86,825.00 रुपये 000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
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Drafted By: CP Bathej a Adv

यह प्रलेख आज दिनाँक 05/10/2012 दिन शुक्रवार समय 3:40:00PM बजे श्री/श्रीमती/कुमारी Bhikari @ Bhikhari चुन्नी/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Kadarpur द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

sfi Bhikari @ Bhikhari Lal thru Amit Katyal(GPA)

उप/सर्युक्त पॅजीय सोहना

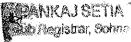
पॅजीयन अधिकारी

PANKAJ SETIA SO Registrar, Sohne

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru-Shailndra Yadav क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने मुनकर 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 पक्षो की पहचान श्री/श्रीमती/कुमारी Yogesh Adv पुत्र/पुत्री/पुत्नी श्री/श्रीमती/कुमारी निवासी Gurgoan व श्री/श्रीमती/कुमारी Ramesh Chand Ex Mc पुत्र/पुत्री/पुत्नी श्री/श्रीमती/कुमारी निवासी Sohna ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनॉॅंक ,05/10/2012

र्वेर उप/समुक्त पँजीयन अधिकारी सोहना



Shri Bhikhari alias Bhikhari Lal S/o Smt. Shanti Devi D/o Shri Sultan resident of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through his attorney M/s Krrish Buildtech Pvt. Ltd., (Now known as Brahma City Pvt. Ltd.) 1506-1509, Narain Manjil, Bara Khamba Road, New Delhi through its authorised signatory Mr. Amit Katyal, vide a General Power of Attorney bearing Vasika No. 101 dated 07.10.2010 registered in the office of Sub-Registrar Sohna (hereinafter referred to as 'THE VENDOR') which expression shall mean and include his legal heirs, successors, executors, nominees and assigns) of the ONE PART. The actual owner is 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 Vendor herein is the absolute owner of the land bearing Khewat No.165, Khata No.184, Rect. No.1, Killa No.17(5-15), total measuring 5 Kanal 15 Marla to the extent of 1/14 share which comes to **0 Kanal 8 Marla 2 Sarsai** situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned mutation No. 2397(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 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.

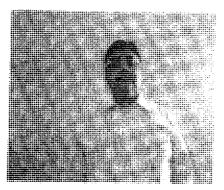
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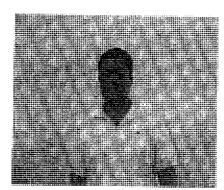
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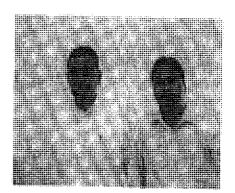
Book No.

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2012-2013







विक्रेता

विक्रेता

Amit Katyal

क्रेता

गवाह

क्रेता

Thru-Shailndra Yada

गवाह 1:- Yogesh Adv

गवाह 2:- Ramesh Chand Ex Mc

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,502 आज दिनाँक 05/10/2012 को बही नः 1 जिल्द नः 2,072 के पृष्ठ नः 129 पर पेंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सुख्या 1 जिल्द नः 429 के पृष्ठ सख्या 69 से 70 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये

दिनाँक 05/10/2012

Pankaj Setia 🦠 p Registrar, Sohnsi,

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 his title thereto is good, marketable and subsisting and no third party has 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 Vendor has 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 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 otherOwise) made by the Government or statutory authorities, from time to time.

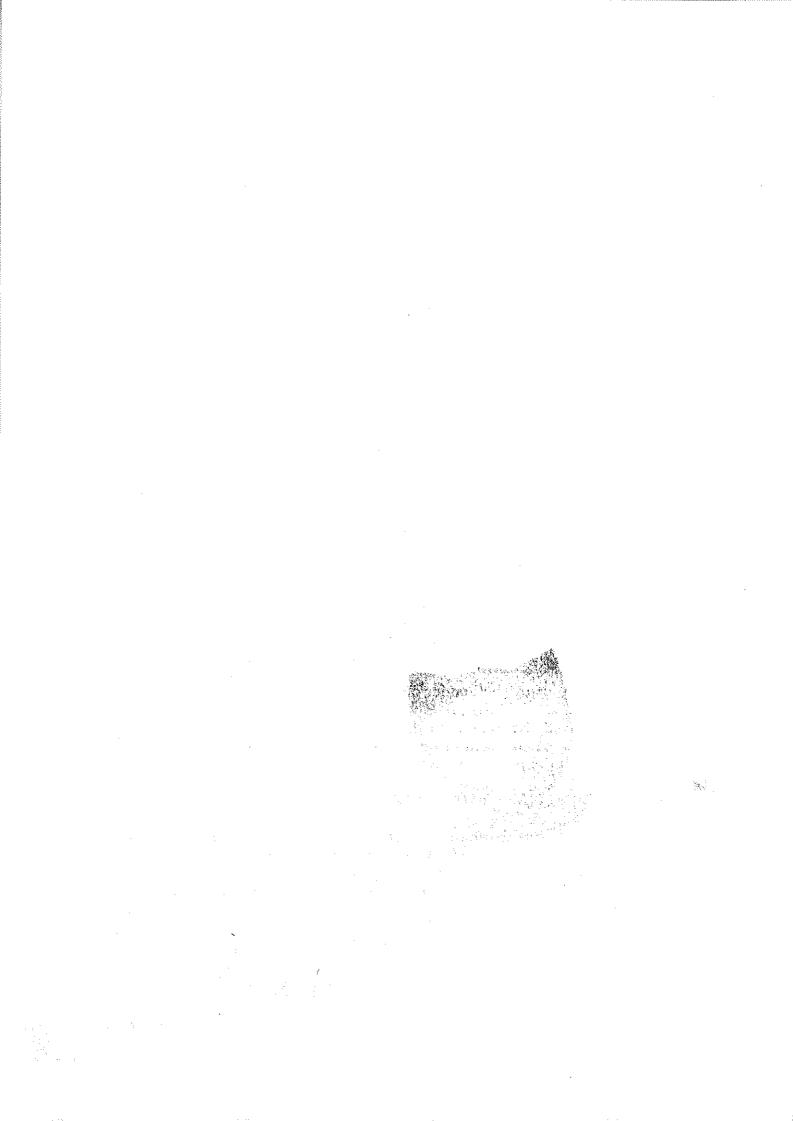
AND WHEREAS the Vendor has agreed to sell, transfer and assign all his rights, title and interests in the Said Land at or for a consideration of Rs. 11,30,555/- and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendor has represented that [his Attorney] has 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.

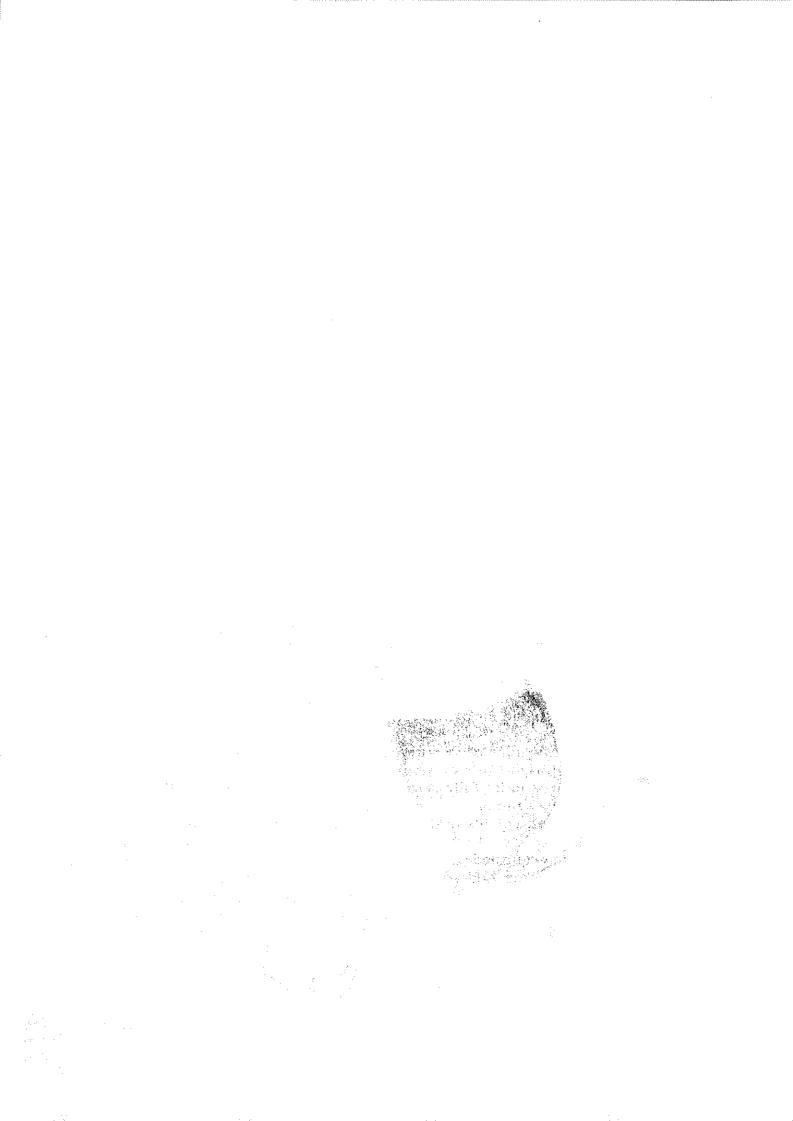
NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of a sum of Rs.11,30,555/-(Rupees Eleven Lacs Thirty Thousand Five Hundred Fifty Five only) already 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 in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.



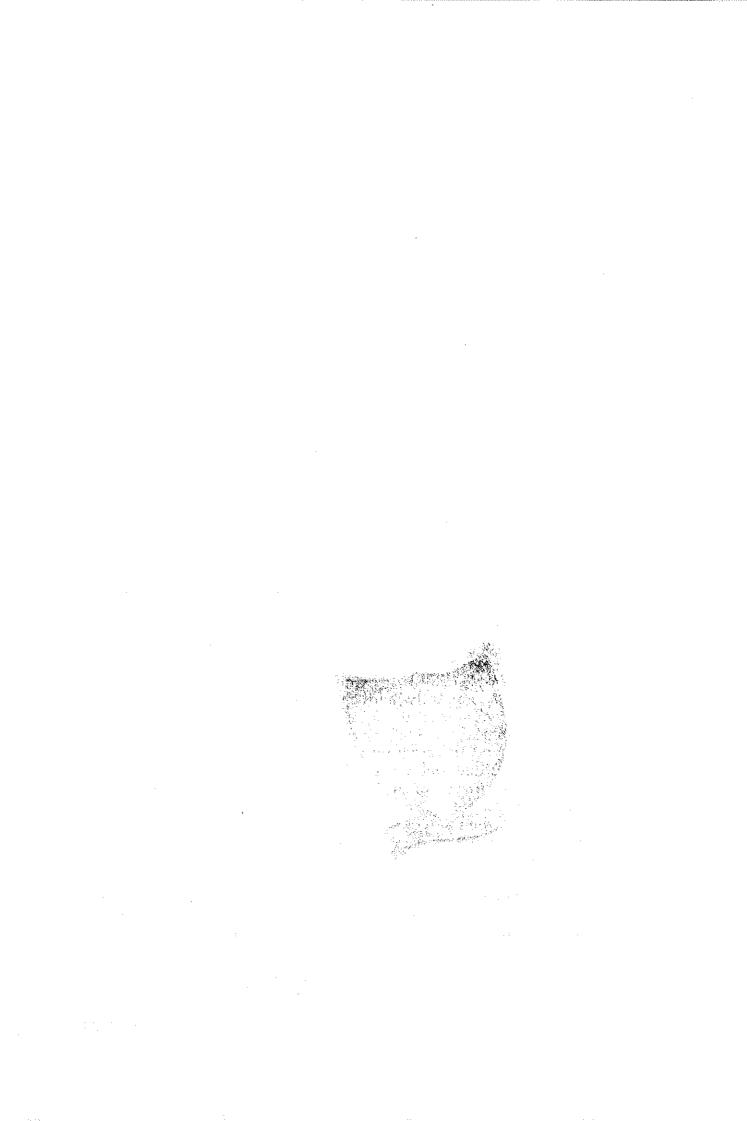
"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, gift, 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 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 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.

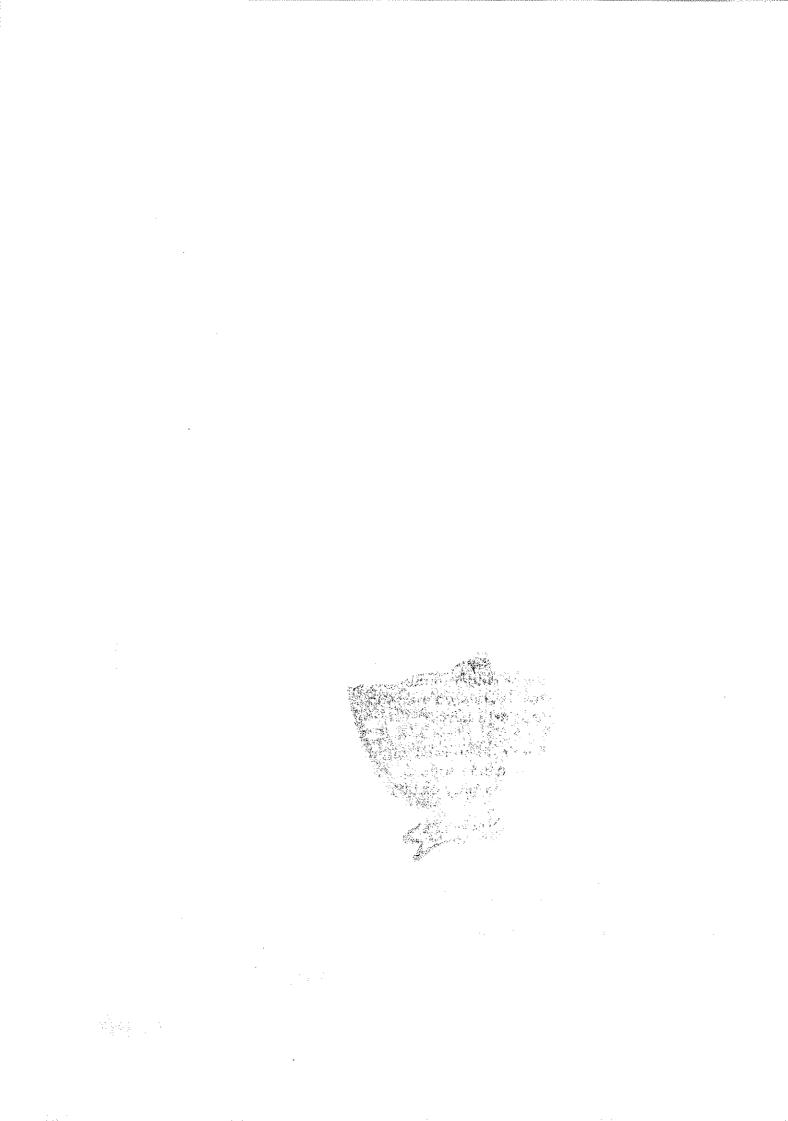
- 4. That from this day onwards the Vendee shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the Vendor will have no objection in any manner whatsoever as the Vendor has delivered the physical possession of the above Said Land to the Vendee after receiving the entire sale consideration.
- 5. That the Vendor hereby assures and declares 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 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. 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 Vendor 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.



- 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. 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.
- 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.165, Khata No. 184 Rect. No. 1, Killa No. 17(5-15), total measuring 5 Kanal 15 Marla to the extent of 1/14 share which comes to **0 Kanal 8 Marla 2 Sarsai** situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 and sanctioned mutation No. 2397.



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 Bhikhari alias Bhikari Lal through his 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

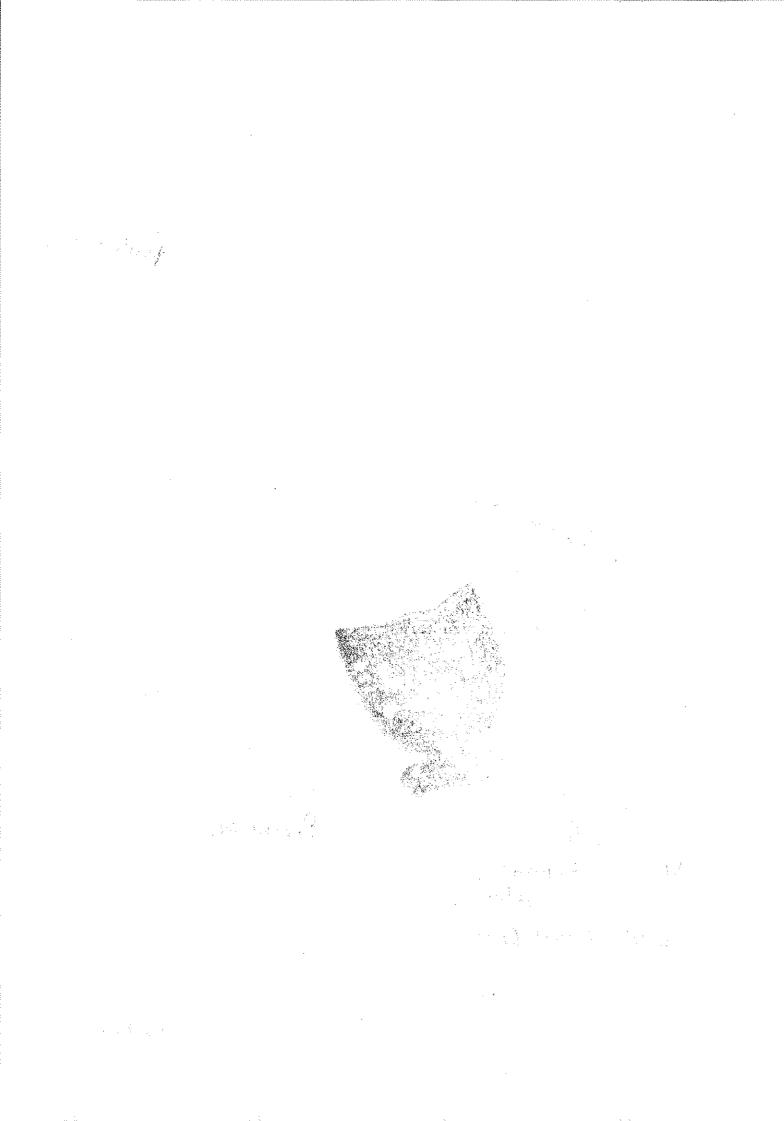
Mr. Shailendra Yadav

WITNESSES: 1

Jagesh Kyman Alu. Dist Court GCN'

WITNESSES:2

till i Gro yenia (elia, a)



Shahnaaz Siddique

From:

Ity Sharma

Sent:

26 December 2019 15:37

To:

Shahnaaz Siddique Shahnwaaz Khan

Cc: Subject:

FW: Unit No. GF 60 - Payment- interest waiver

For Records

From: Manish Handa [mailto:Manish.Handa@adani.com]

Sent: Thursday, December 26, 2019 1:08 PM

To: Ity Sharma <ity@brahmare.co.in>

Cc: Deblina Saha <deblina.saha@adani.com> **Subject**: Fwd: Unit No. GF 60 - Payment

Fyi

Get Outlook for Android

From: Rajesh Jain <<u>rajesh.jain@adani.com</u>>
Sent: Thursday, December 26, 2019 12:59:52 PM
To: Manish Handa <<u>Manish.Handa@adani.com</u>>
Cc: Atul Kumar Jain <<u>atulkumar.jain@adani.com</u>>

Subject: RE: Unit No. GF 60 - Payment

ok

From: Manish Handa < Manish. Handa@adani.com > Sent: Thursday, December 26, 2019 12:34 PM
To: Rajesh Jain < rajesh.jain@adani.com > Subject: FW: Unit No. GF 60 - Payment

Dear Sir,

For your kind approval.

Regards, Manish

From: Manish Handa

Sent: Saturday, December 21, 2019 3:19 PM

To: Rajesh Jain Cc: Atul Kumar Jain

Subject: FW: Unit No. GF 60 - Payment

Dear Rajesh Ji,

Following up on below request.

Regards, Manish



From: Manish Handa

Sent: Monday, December 16, 2019 4:42 PM

To: Rajesh Jain Cc: Atul Kumar Jain

Subject: FW: Unit No. GF 60 - Payment

Dear Rajesh Ji,

Refer trail mail Client Mr. Vanit Mittal holding shop GF 60 has an outstanding of Rs 50,000,00/- and promised to clear the entire dues as on table mentioned below. Client has already given the cheques for following dates and requesting for interest free extension till 31st Mar 2020 and waiver of previous interest of Rs 86,000/-

Cheque No./ Date	Bank	Amount (Rs.)	
111148 - 15/12/19	Yes Bank	500,000	
851320 - 15/12/19	Punjab National Bank	400,000	
000106 - 24/12/19	Kotak Bank	3,67,175	
28/02/20	Yes Bank	600,000	
28/12/20	Kotak Bank	667,175	
31/3/20	Kotak Bank	1,267,175	
31/3/20	Yes Bank	1,267,175	

Request your concurrence in order to bank the cheques.

Regards, Manish

From: Ity Sharma [mailto:ity@brahmare.co.in]
Sent: Wednesday, December 11, 2019 5:12 PM

To: Manish Handa

Cc: Atul Vaid; Shahnwaaz Khan

Subject: RE: Unit No. GF 60 - Payment

Dear Manish,

Please find the interest below Rs. 96,772/-

	Inter	est Calculation					
Name		Vanit Mittal					
Flat no.		GF 60					
Contract no.		4270100222					
Customer ID.		4012566					
Rate of Interest		10.20%					
Interest calcula	tion upto	15.12.2019					V/CFA0/MCEA//ACTION ITSOM/!
Due Date	Recd Date	Particulars	Debit	Credit	Closing Balance	Delay of Days	Intere Amt
22-Jun-13	22-Jun-13	On Application	10,31,746	10,31,746	<u>.</u>	_	
15-Oct-19	01-Oct-19	Within 30 days of Booking	1,52,935	1,52,935			
15-Oct-19	01-Oct-19	Within 30 days of Registration	12,67,175	12,67,175		_	•••••
15-Oct-19	01-Oct-19	On start of Excavation	12,67,175	12,67,175			



					GS	ST @12%	10,3
TOTAL			87,87,730	37,19,031	50,68,699		86,4
15-Oct-19	15-Dec-19	On Completion of 5th Floor	12,67,175	-	12,67,175	61	21
15-Oct-19	15-Dec-19	On Completion of 2nd Floor	12,67,175	*	12,67,175	61	21
15-O a-19	15-Dec-19	On Casting of Ground floor slab	12,67,175	**	12,67,175	61	21
15-Oct-19	15-Dec-19	On Casting of Lower Basement of Slab	12,67,175		12,67,175	61	21

TOTAL

96,

Regards Ity Sharma

From: Manish Handa [mailto:Manish.Handa@adani.com]

Sent: Monday, December 9, 2019 4:35 PM
To: Ity Sharma <ity@brahmare.co.in>

Cc: Atul Vaid <Atul@brahmare.co.in>; Shahnwaaz Khan <<u>shahnwaaz@brahmare.co.in</u>>

Subject: RE: Unit No. GF 60 - Payment

Dear Ity,

Please advice the interest accrued on his shop as on date.

Regards, Manish

From: Ity Sharma [mailto:ity@brahmare.co.in]
Sent: Friday, December 6, 2019 3:20 PM

To: Manish Handa

Cc: Atul Vaid; Shahnwaaz Khan

Subject: FW: Unit No. GF 60 - Payment

Dear Manish,

With reference to our discussion, the below customer Mr. Vanit Mittal, had gotten GF 60 transferred In his name.

The customer has been facing a few personal issues related to health of parents and a death in his immediate family.

- 1. He has sought extension on payment which is about 50 lac immediate.
- 2. He has sought interest waiver on delayed payment

Request your advise on the same.

Regards Ity Sharma

From: Vanit Mittal [mailto:vanitmittal@gmail.com]

Sent: Friday, December 6, 2019 1:13 PM
To: Ity Sharma < ity@brahmare.co.in>
Subject: Unit No. GF 60 - Payment

Dear Ity Madam,



With reference to our meeting in your office this week and discussions in respect to outstanding demands of commercial unit no. GF 60 in 'Miracle Miles' Sector 60, Gurgaon. As per the demand letter issued by company, total amounts outstanding as on date is Rs. 50,68,698/-.

Want to bring to your kind notice that at the time of purchase of this unit, we had planned for sale of a property in Punjab and the funds from which were to be used towards payment of installments of the said unit. Earlier, my mother had undergone heart surgery and later my father was also hospitalized. Once they were a bit stabilized in their health, my young sister passed away in the month of October. Hence, due to the ongoing health issues of my parents and followed by sudden and untimely death of my young sister, we couldn't materialize the sale of property and couldn't arrange the funds as planned earlier.

Now, that the transaction for sale of our property in Punjab has materialized and registry will be done in the month of March. We propose to make the payment of o/s demands in the following manner:

Cheque No./ Date	Bank	Amount (Rs.)
111148 - 15/12/19	Yes Bank	500,000
851320 - 15/12/19	Punjab National Bank	400,000
000106 - 24/12/19	Kotak Bank	3,67,175
28/02/20	Yes Bank	600,000
28/12/20	Kotak Bank	667,175
31/3/20	Kotak Bank	1,267,175
31/3/20	Yes Bank	1,267,175

Kindly consider this as our one-time request to allow time for making payment of installments and waiver of interest for late payments. This is purely due to disruptions in my family for the reasons cited above and we assure you that all the installments due beyond April 1,2019 will be paid on timely manner.

Kindly consider our request for waiver of interest on late payment and oblige. Look forward for long term relationships with you.

Thanks & Regards, CA. Vanit Mittal 'Insolvency Professional' under Insolvency and Bankruptcy Code (IBC) 9810491207

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SI. No. **5.8** 9 0 9 **8** GSR / 001

RECEIPT

STATE BANK OF INDIA

Mahasadi Kossa, Gurgicop (0/1565)

Branch

Code No.



Received a sum of Rs. 9300

(Rupees One lakh Ninety three througand on

_ only

Arom Smi. / Shri M/s Brahma City (P) (Id_

\$0, d/o, w/o

residing at N. Delly STATE BANK OF INDIJor credit to Government of Haryana

account towards Stamp Duty.

Date:

Place

2 2 NOV 2012

GURGAGN

(Signatures of Authorised Officer)

Note to provide the Administration of the Ad

S. R. Sahira SALE DEED

VILLAGE NAME

MEASURMENT OF LAND

TRANSACTION VALUE

STAMP DUTY

STAMP NO.

ISSUED BY

Kadarpur

1 Kanal 0 Marla

Rs. 27,50,000/-

Rs. 1,93,000/-

589098: GSR/001

Date: 22.11.2012

SBI Mehrauli Road Gurgaon

THIS SALE DEED is executed at Sohna on this 2th day of January, 2014

Do

	डीड सबंधी विवरण	
हींड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील सोहना		Kadarpur
	भवन का विवरण	
	भूमि का विवरण	
	भूष्य का विवरण	
निवासीय	l Kanal	
	धन सर्बधी विवरण	
राशि 4,840,000.00 रुपये	कुल स्टाम्प डयूटी की	राशि 242,000.00 रुपये
स्टाम्य की राशि 193,000.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	
बी बुक न. 1162 राशि 49000	रूपये	दिनांक 08/01/2014

Drafted By: CP Batheja Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनाँक 08/01/2014 दिन खुघवार समय 3:52:00PM बजे श्री/श्रीमती/कुमारी Budhi @ Bidhi thru चुभुभेपुत्रम्भितम्भी/श्रीमुदी/कुमारी Gabdu निवासी Kadarpur Sohna द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्ष्म प्रस्तुतकर्ता

उप/संयुंक्त पंजीयन अधिकारी सोहना जिलेन्द्र

HWD

ीर्द्धार

श्री Budhi @ Bidhi thru Shailendra Yadav(GPA)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thur-Yogosh Kuman क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0,00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Ramesh Chand ExMc पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna व श्री/श्रीमती/कुमारी DHan Singh Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Mandawar Sohna ने की। साक्षी न: 1 को हम नम्बरदार/अधिवकता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 08/01/2014

डप/सयुँक्त ग्रॅजीयन अधिकारी सोहना जिंतेला कि संयुक्त जिल्हार Shri Budhi alias Bidhi S/o Shri Gabdu S/o Shri Pohpan R/o Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through GPA Holder Shri Shailendra Yadav S/o Shri B.S. Yadav, R/o Brahma City Pvt. Ltd., 5A, Cyber City, 10th Floor, DLF Phase-III, Gurgaon, Haryana, vide GPA Vasika No. 154 dated 29.11.2013 registered in the office of Sub Registrar Manesar (hereinafter referred to as 'THE VENDOR') which expression shall mean and include his legal heirs, successors, executors, nominees and assigns) of the ONE PART. The actual owner is alive and GPA is not cancelled till date.

IN FAVOUR OF

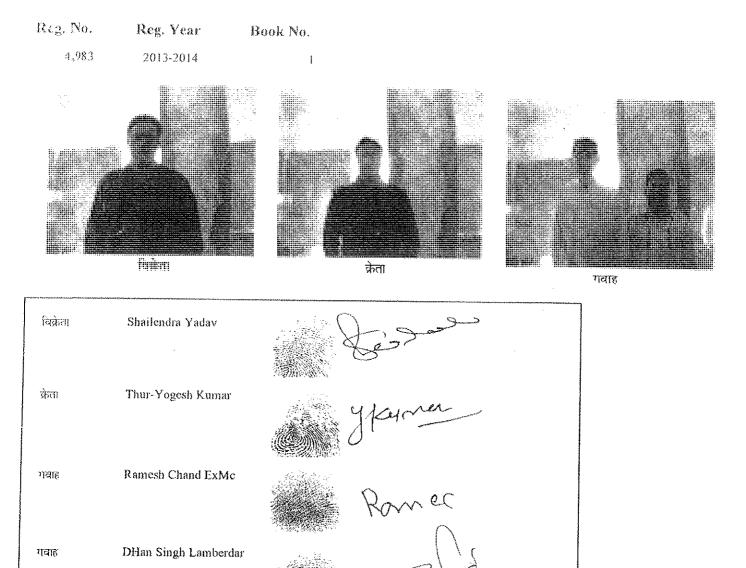
M/S Brahma City Pvt. Ltd., a company registered under the companies. Act 1956, having its registered office at 1206-B, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi through its authorized signatory Yogesh Kumar S/o Shri Jaswant Singh duly authorized vide a board resolution dated 05.01.2014 (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. 166, Khata No. 185 Rect. No. 1, Killa No. 24/1(4-14) measuring 4 Kanal 14 Marla to the extent of 1/7 share which comes to 0 Kanal 13 Marla and Khewat No. 163, Khata No. 182, Rect. No. 1, Killa No. 24/2(4-13) measuring 4 Kanal 13 Marla to the extent of 7/93 share which comes to 0 Kanal 7 Marla (Admeasuring 1 Kanal 0 Marla) situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006 (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 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.

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प्रमाण-पत्र .

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,983 आज दिनाँक 08/01/2014 को बही न: 1 जिल्द न: 2,082 के 1ण्ड न: 50 पर पेँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 628 के 1ण्ड सख्या 72 से 73 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और ावाहों ने अपने हस्ताक्षर∕निशान अंगुडा मेरे सामने किये हैं ।

दिनोंक 08/01/2014

उप / सर्युक्त , पंजीयन अधिकारी सोहना विकि कि 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 his title thereto is good, marketable and subsisting and no third party has 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 Vendor has 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 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 other 0 wise) made by the Government or statutory authorities, from time to time.

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. 27,50,000/- and the Vendee has agreed to purchase the same.

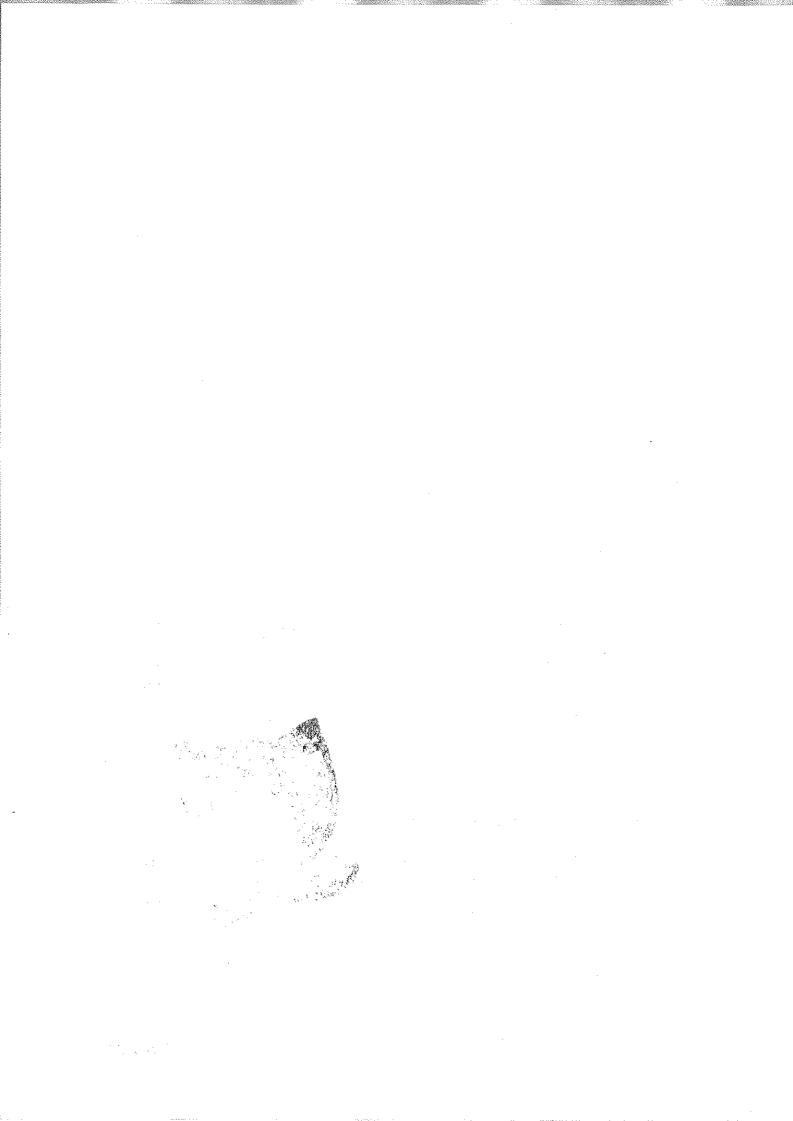
AND WHEREAS the Vendor has represented that [his Attorney] has full authority and power to execute and deliver this Deed and to consummate the transaction and that no consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required 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 a sum of Rs. 27,50,000/-/-(Rupees Twenty Seven Thousand Fifty Thousand only) already 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

Jes

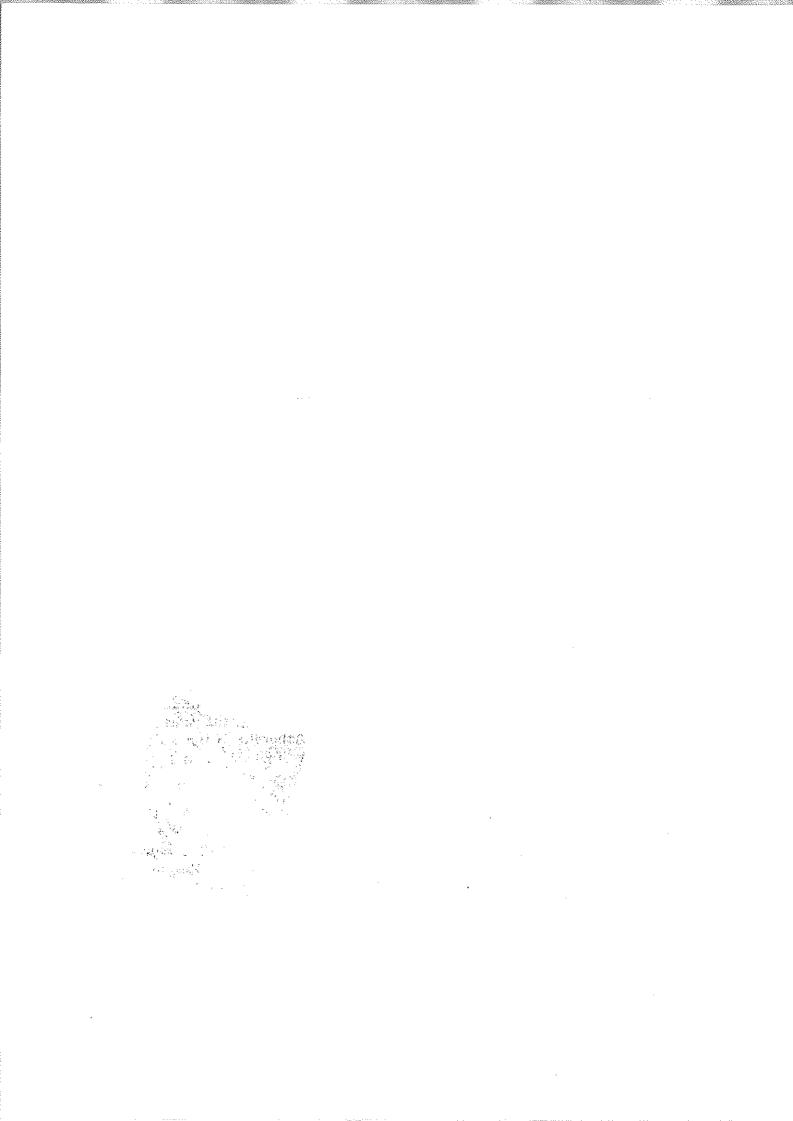


the Said Land as fully described in the Schedule written hereunder in favour of the Vendee free from all Encumbrances.

"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 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.

- That the Vendor hereby assures the Vendee that the Said Land is 2. 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 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

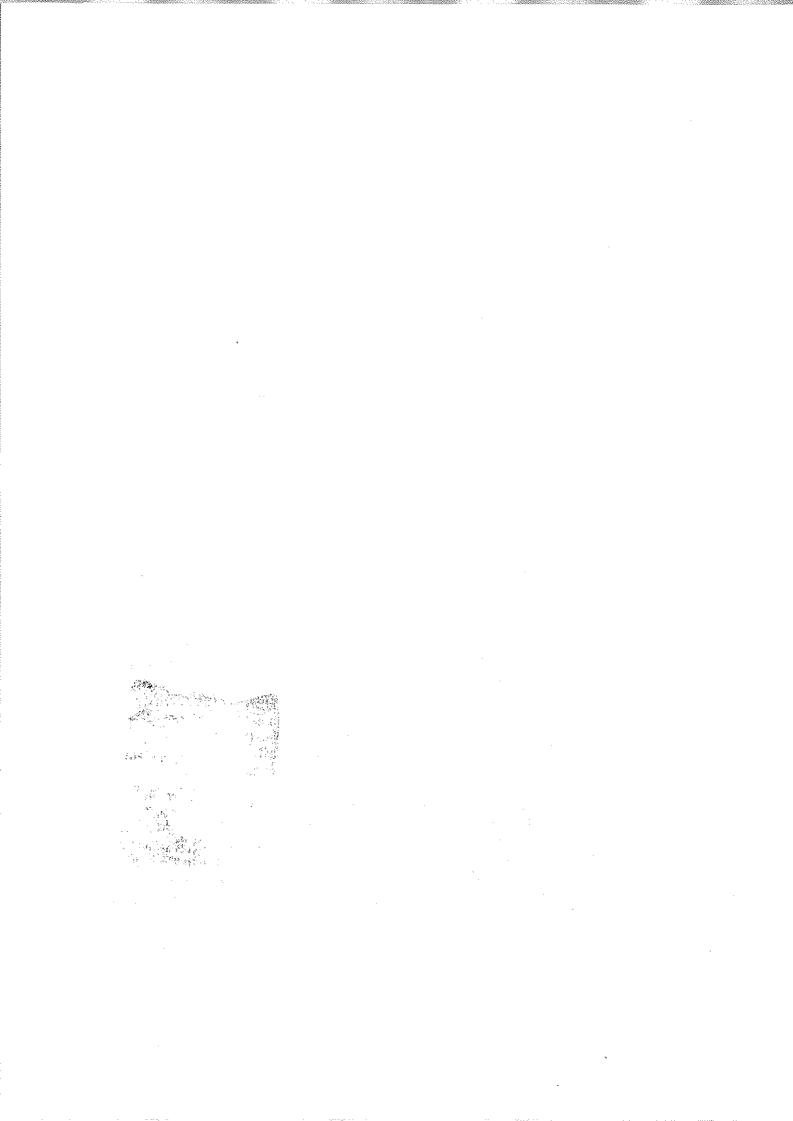
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the Vendor to deal with the Said Land has been affected, abridged or curtailed in any manner and that the Vendee shall hereafter and may at all times peacefully and quietly hold, possess and enjoy the Said Land in its own right as absolute and legal 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 the Vendor hereby assures and declares 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 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. 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 Vendor 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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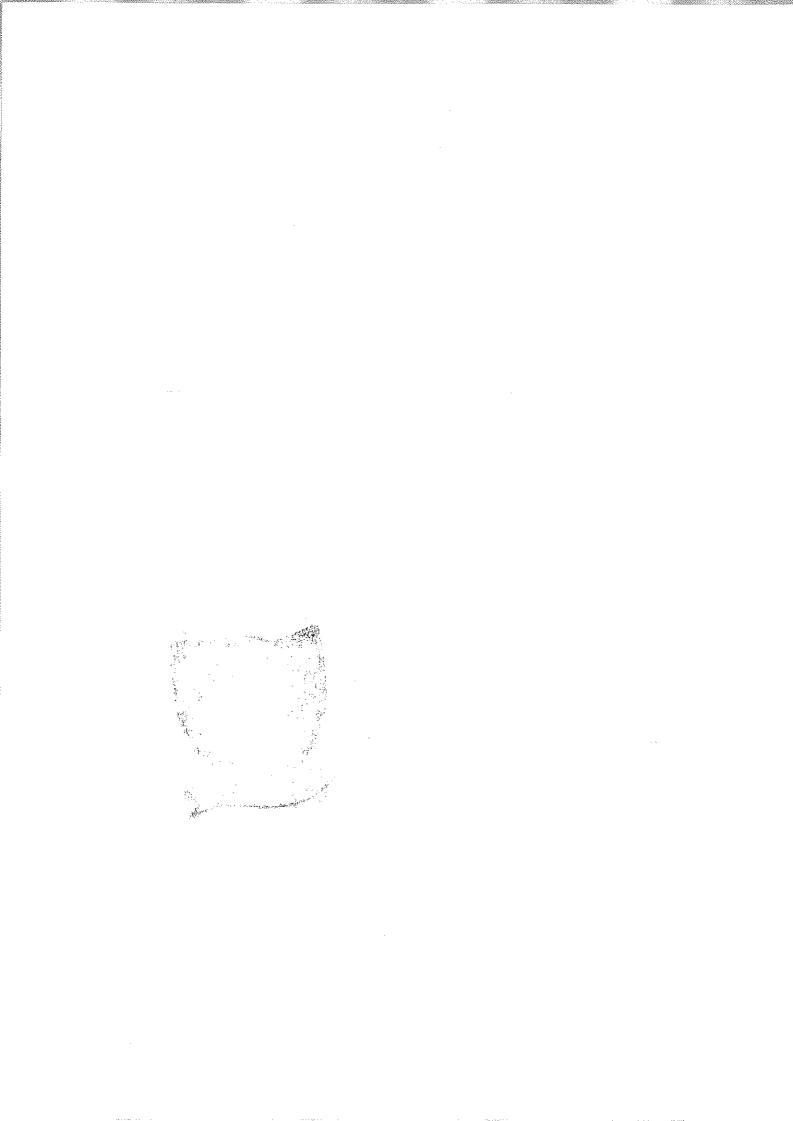


- 9. That the Vendee can get the mutation of the Said Land in its own name on the basis of this sale deed or its certified true copy in the revenue records.
- 10. That hereinafter the Vendor at the request of the Vendee, do hereby agree and undertake to do all such acts, things and deeds and sign all 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. 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.
- 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. 166, Khata No. 185 Rect. No. 1, Killa No. 24/1 (4-14) measuring 4 Kanal 14 Marla to the extent of 1/7 share which

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comes to 0 Kanal 13 Marla Khewat No. 163, Khata No. 182, Rect. No. 1, Killa No. 24/2(4-13) measuring 4 Kanal 13 Marla to the extent of 7/93 share which comes to 0 Kanal 7 Marla (Admeasuring 1 Kanal 0 Marla) situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon vide Jamabandi for the year 2005-2006.

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:

SIGNED AND DELIVERED by the Within named VENDOR Shri Bhudhi through his attorney holder Mr. Shailendra Yadav

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

WITNESSES: 1

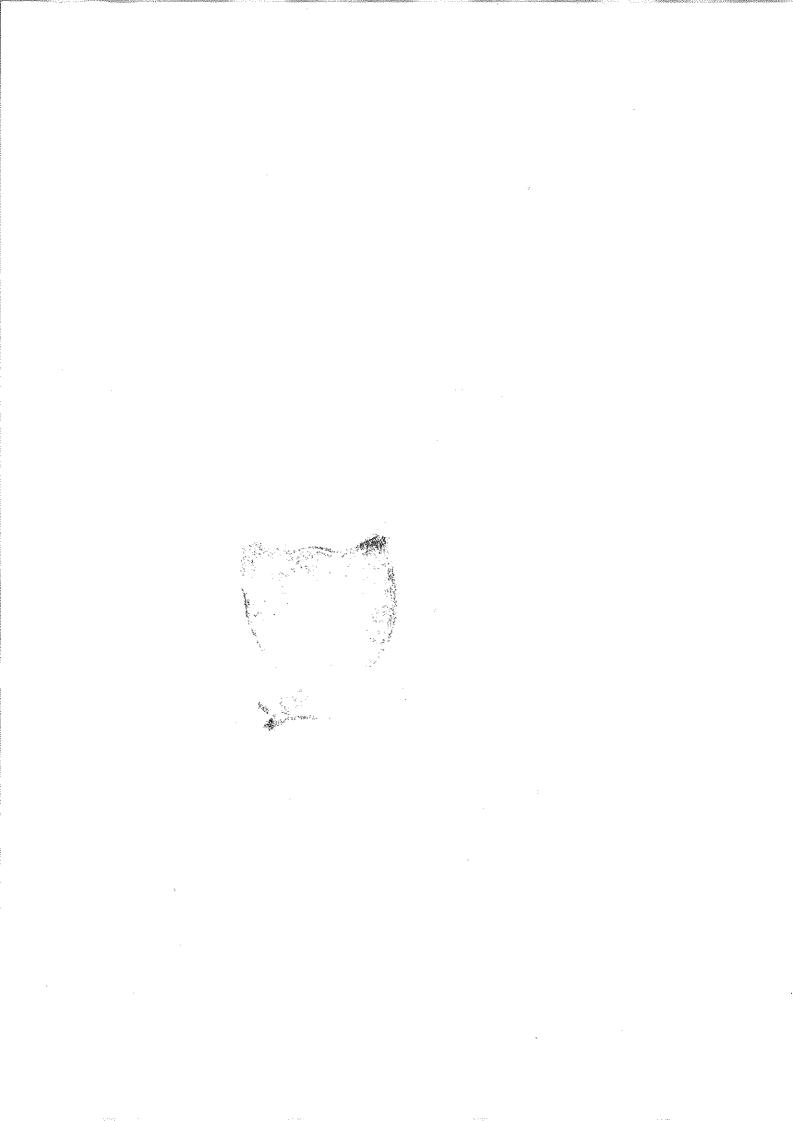
Ramesh Chand tx. M. C. Sohm

Komec

रमेश छन्द

भृतपृर्व उपप्रधान नगरपालिका, लोहना (गृहपांच) WITNESSES: 2

Dhan Singh Lamberdan Mandawar Woods E



Shahmaaz Siddique

From:

Customer Care

Sent:

26 December 2019 15:45

To:

Vanit Mittal

Subject

RE: Unit No. GF 60 - Payment

Dear Mr. Mittal,

Greetings!

This is with reference to previous discussion regarding interest waiver, we are glad to inform you that as a gesture of goodwill the management has agreed to waive off Rs. 96,772/- (inclusive of GST), against GF 60 Miracle Mile.

This waiver is subject to completing the overdue payments as mentioned in email below. Please note, the waiver shall stand revoked in case of any delay or change in future/upcoming payments schedule.

For any further assistance please call your relationship manager at 9810496938 and 8826673311 or email us.

Warm Regards,

Customer Care Team Brahma

From: Vanit Mittal [mailto:vanitmittal@gmail.com]

Sent: Friday, December 6, 2019 1:13 PM

To: Ity Sharma <ity@brahmare.co.in<mailto:ity@brahmare.co.in>>

Subject: Unit No. GF 60 - Payment

Dear Ity Madam,

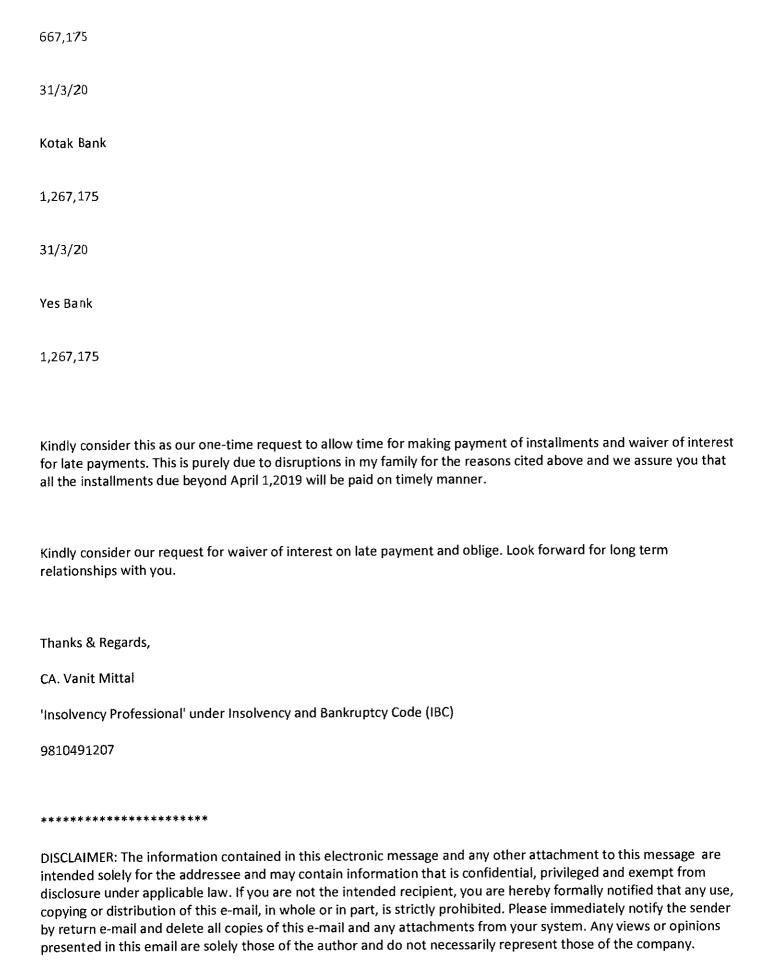
With reference to our meeting in your office this week and discussions in respect to outstanding demands of commercial unit no. GF 60 in 'Miracle Miles' Sector 60, Gurgaon. As per the demand letter issued by company, total amounts outstanding as on date is Rs. 50,68,698/-.

Want to bring to your kind notice that at the time of purchase of this unit, we had planned for sale of a property in Punjab and the funds from which were to be used towards payment of installments of the said unit. Earlier, my mother had undergone heart surgery and later my father was also hospitalized. Once they were a bit stabilized in their health, my young sister passed away in the month of October. Hence, due to the ongoing health issues of my parents and followed by sudden and untimely death of my young sister, we couldn't materialize the sale of property and couldn't arrange the funds as planned earlier.



Now, that the transaction for sale of our property in Punjab has materialized and registry will be done in the month of March. We propose to make the payment of o/s demands in the following manner:			
Cheque No./ Date			
Bank			
Amount (Rs.)			
111148 - 15/12/19			
Yes Bank			
500,000			
851320 - 15/12/19			
Punjab National Bank			
400,000			
000106 - 24/12/19			
Kotak Bank			
3,67,175			
28/02/20			
Yes Bank			
600,000			
28/12/20			
Kotak Bank			





WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. Adami Group accepts no liability for any damage caused by any virus transmitted by this email.



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VILLAGE NAME

Kadarpur

MEASURMENT OF LAND

5 Kanal 18 Maria

TRANSACTION VALUE

Rs. 1,97,97,500/- (i.e. Rs.

112

35,10,000/- by Demand Draft plus value of plots of admeasuring 1303 sq. yds calculated @

Rs. 12,500 (i.e. 1303 X 12,500 = Rs. 1,62,87,500)

STAMP DUTY

Rs. 24,33,750/-

STAMP PAPER VALUE

Rs. 19,93,800/-

DEFICIENT STAMP DUTY DEPOSITED

Rs. 4,39,950/-

paid vide Challan No. 1625 Tated 1/09/1/State bank of India, M.R. Gurgaon

STAMP NO. /DATE

290 dt. 26.07.2013

TREASURY

Sub Treasury Sohna

Gifafam Page 1 of 6

	डीड सबंधी विवरण	
डींड का नाम SALE OUTSIDE MC	AREA	
तहसील/सब-तहसील सोहना	गांव/शहर Kadarpur	स्थित Kadarpur
**************************************	भवन का विवरण	
	भूमि का विवरण	
चाही	5 Kanal 18 Marla	
	धन सबंधी विवरण	
सशि 48,675,000.00 रुपये	कुल स्टा	प्प डयूटी की राशि 2,433,750.00 रुपये
स्टाम्प न. 290	स्टाम्प की राशि 1,993,800.0)() रुपये
रजिस्ट्रेशन फीस की राशि 15,000.0	0 रुपये	पेस्टिंग शुल्क 2.00 रुपथे
चलान न. 16250700 राशि	439950 रूपये	दिनाक 01/09/2015
	·	

Drafted By: C P Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनोंक 01/09/2015 दिन मंगलवार समय 2:45:00PM बजे श्री/श्रीमती/कुमारी Sitaram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Murlidhar निवासी New Anaj Mandi Narnaul Mahindergrah द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

्रिम्बिक्य हस्ताक्षरं प्रस्तुतकर्ता

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

दिनांक

Sitapan

श्री Sitaram

उप / सयुँक्त पँजीयन अधिकारी सोहना

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Auth Sign-Manohar Dhasmana क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनिक्त्समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी CP Batheja Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Distt Court Gurgaon व श्री/श्रीमती/कुमारी Padam Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Rampat निवासी Alipur ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 01/09/2015

Designation Phonositionant Hammur

अप / सर्वेकत पँजीयन अधिकारी

2110.11

BY

Shri Sitaram S/o Shri Murlidhar R/o New Anaj Mandi, Narnaul Distt. Mahenderharh, 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 June 08th, 2015 (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 owner in possession of the land bearing Khewat No. 169, Khatoni No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0) total measuring 23 Kanal 13 Marla to the extent of 1/4 share which comes to 5 Kanal 18 Marla) situated within the revenue estate of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon Jamabandi for the year 2005-06 (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 that his title thereto is good, marketable and subsisting and no third party has 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 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.

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. 35,10,000/- and 1303 sq. yards developed land in the shape of residential plot valued at Rs. 1,62,87,500/- Total Consideration 1,97,97,500/- (Rupees One Crore Ninety Seven Lacs Ninety Seven Thousand

Sidafan

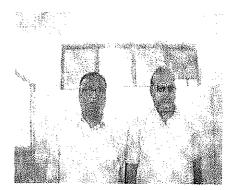
Page 2 of 6

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Reg. No. Reg. Year Book No.







Π			

गवाह

विक्रेता	Sitaram	Citaban
क्रेता	Auth Sign-Manohar Dhasm	4
ग्वाह	C P Batheja Adv	Parrier
गवाह	Padam Singh	Padown

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 1,490 आज दिनाँक 01/09/2015 को बही नः 1 जिल्द नः 2,094 के पृष्ठ नः 174 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 876 के पृष्ठ सख्या 53 से 55 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनॉक 01/09/2015

अप / सयुँकत पँजीयन अधिकारी

and Five hundred only) in the Township of Brahma City Situated at Sector -60,61,62,63 & 65 bearing plot no G-70 measuring 411.72 ,G-71 measuring 411.72 both in Block G & plot no F-6 measuring 479.74 in Block F, totalling 1303.18 sq yds in Sector 62, Urban Estate, Gurgaon are provisional and are subject to change on final zoning received from DTCP, Haryana. change and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendor has represented that [his Attorney] has 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 fulfil all requirements leaving behind no impediments in law or conveyance of the Said Land in favour of the Vendee.

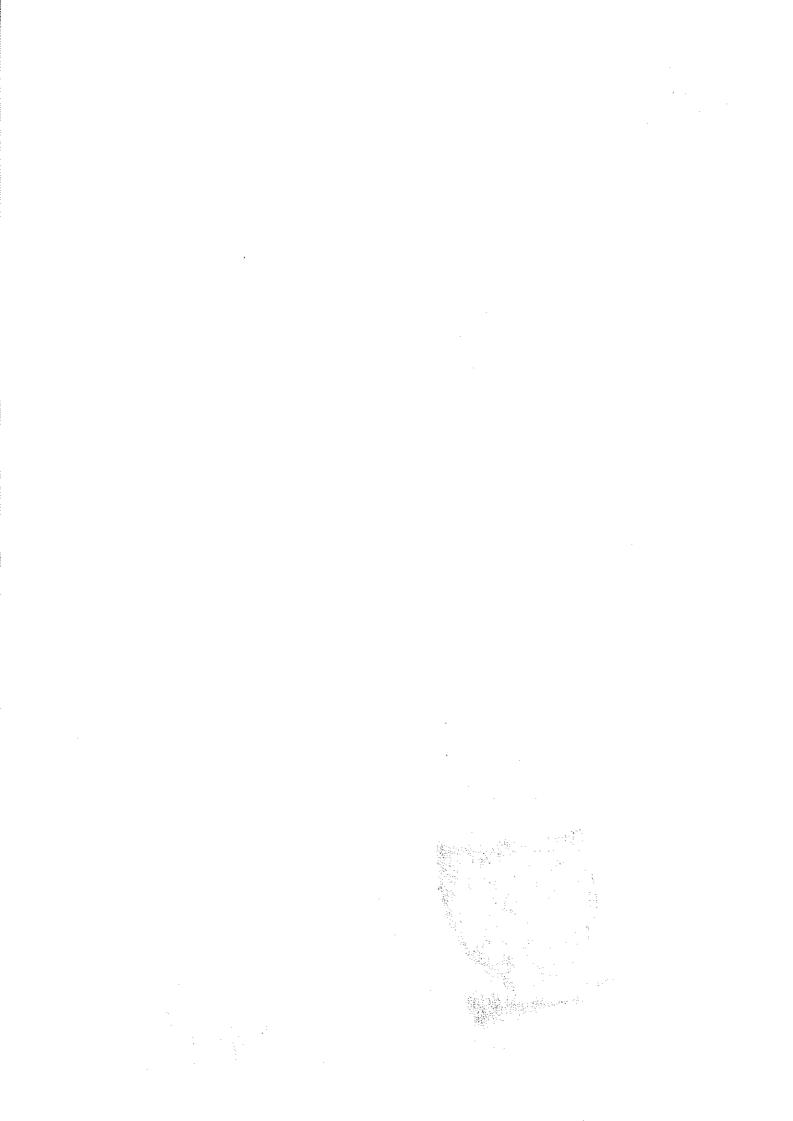
NOW THIS SALE DEED WITNESSETH as under:

1. That in consideration of a sum of Rs. 35,10,000/-(Rupees Thiry Five Lacs and Ten Thousand only) paid by the Vendee to the Vendor vide Demand draft no. 086582 dated 28.08.2015 in favour of Sita Ram drawn on Axis Bank, Sector-18, Noida branch and approximately 1303 sq. yds developed land in the shape of residential plots valued at Rs. 1,62,87,500/-(Rupees One Crore Sixty Two Lacs Eighty Seven Thousand and Five Hundred only) in the Township of Brahma City Situated at Sector -60,61,62,63 & 65 Gurgaon bearing plot no G-70 measuring 411.72 ,G-71 measuring 411.72 both in Block G & plot no F-6 measuring 479.74 in Block F, totalling 1303.18 sq yds in Sector 62, Urban Estate, Gurgaon, will be given to vendor being the entire sale consideration, the Vendor do hereby sell, transfer, and assign all his 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.

"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 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

Citalan Page 3 of 6



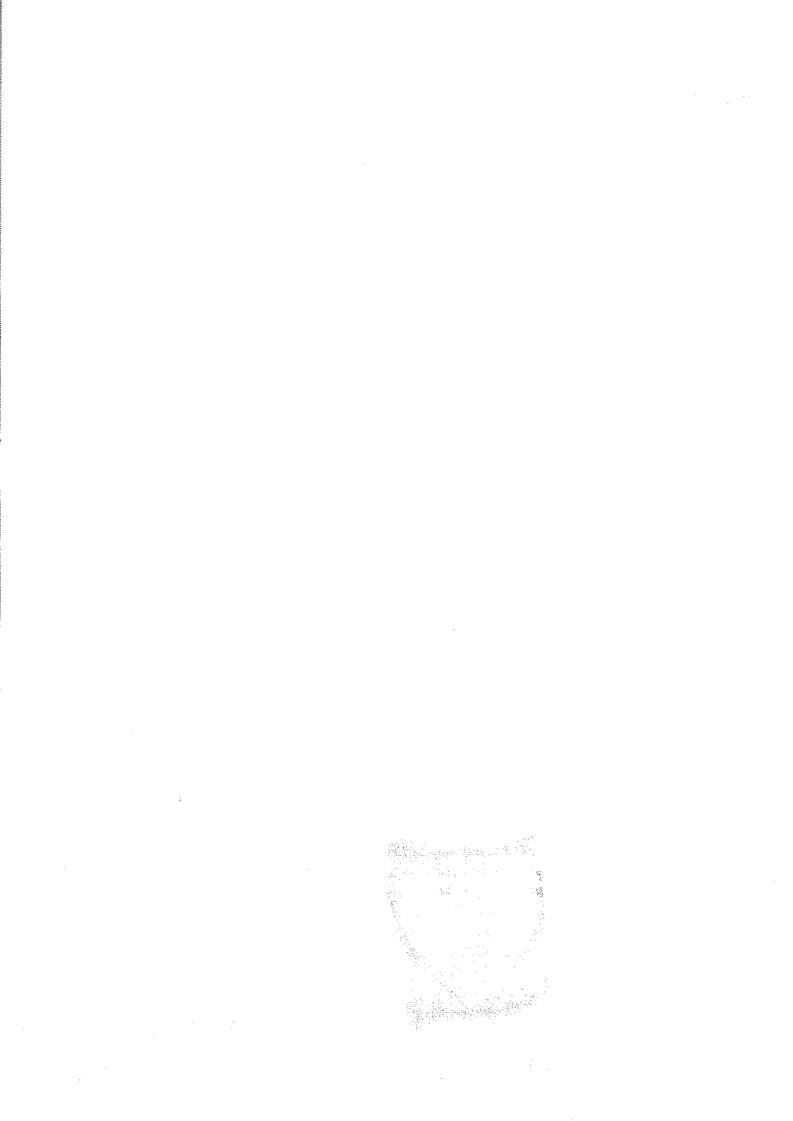
his sole discretion and in the event the whole or any part of the Said Land hereby conveyed is taken away from the possession of the Vendee then the Vendor will make good the losses suffered by the Vendee in this regard and shall keep the Vendee indemnified against all the losses, costs, damages and 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 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 the Vendor shall be entitled to three residential plots only area aggregating to approximate 1303 Sq. yards in proposed Township, sector 62 viz; Brahma City details mentioned above and hereby assures and 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, 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. In case the vendee failed to hand over the above said plots to the vendor in that event the said sale deed and subsequent sale deed will be null and void and not binding upon the vendor. It is also settled that subsequent allottee/purchaser shall not take plea of bonafide purchaser.

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.

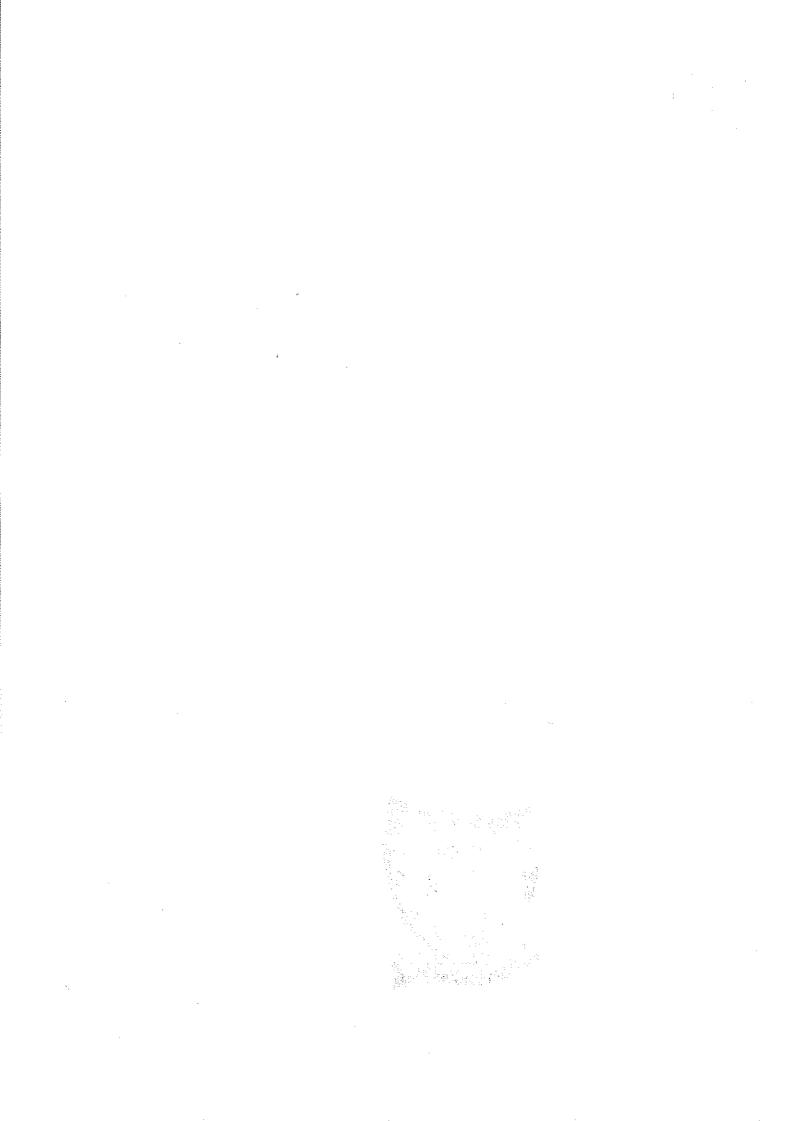
Sitapan

Page 4 of 6



- 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 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].
- 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 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.
- 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. 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.

Citalan



SCHEDULE I

ALL THAT Khewat No. 169, Khatoni No. 189, Rect. No. 1, Killa No. 15/2(5-19), Rect. No. 2, Killa No. 10(5-1), 20/1/1(4-13), 11(8-0) total measuring 23 Kanal 13 Marla to the extent of 1/4 share which comes to 5 Kanal 18 Marla) situated within the revenue estate of Village Kadarpur, Tehsil Sohna, District Gurgaon Jamabandi for the year 2005-06.

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: Draftice Confidence C

SIGNED AND DELIVERED by the Within named VENDOR
Situram

SIGNED AND DELIVERED by the

Within named VENDEE

M/s Brahma City Private Limited through its authorized signatory

Sh. Manohar Dhasmana

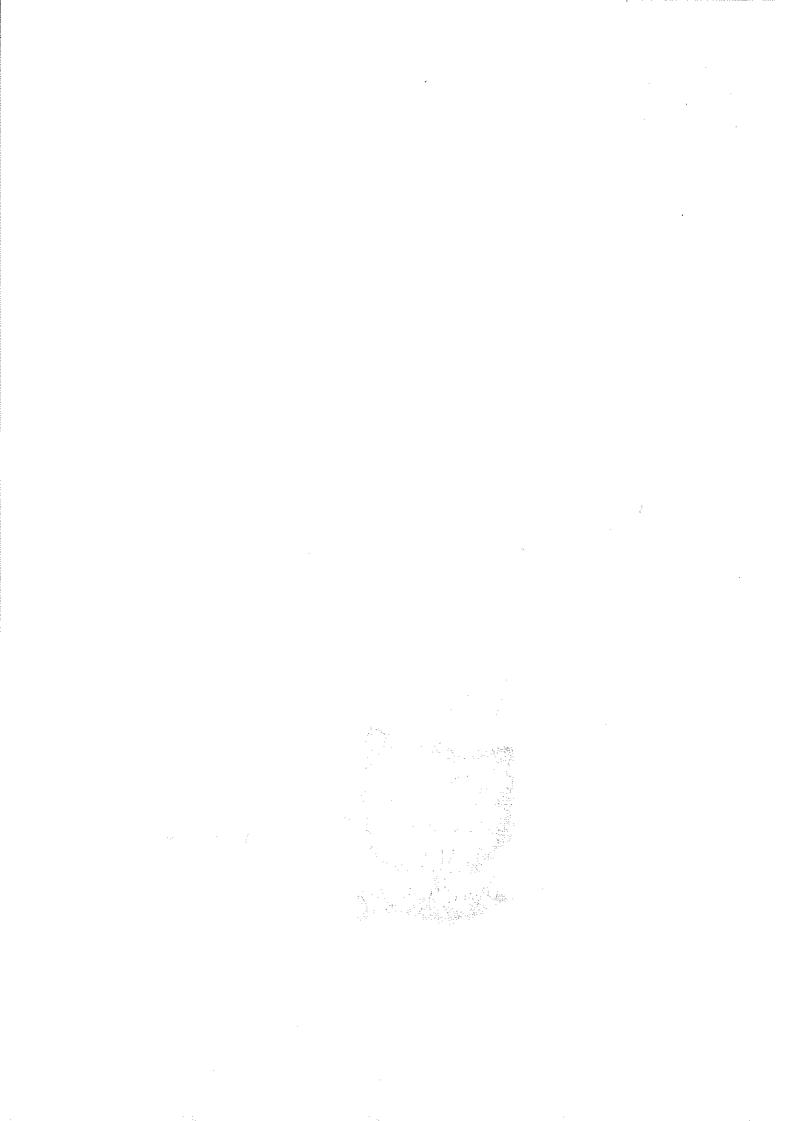
WITNESSES

WITNESSES

Plo Village Alipur. Teh-Sohm Dist Gurgens

2. Padam Sunsh & Sh. Ram Pat

Page 6 of 6



E - CHALLAN AG/ Dept Copy JDO Code: 0362 Government of Haryana 1 8-09-2015 (Cash) Valid Upto: 1 2-09-2015 (Chg./DD) Date: 31 Aug 2015 16:30:06 0.011379259 GRN No.: 0362-TEHSILDAR SOHNA Office Name: Sohna Treasury: (2015-16) One Time Period: Head of Account **Amount** 439950 0030-02-103-96-51 Other Items PD AcNo 0 Deduction Amount: ₹ 439950 Total/Net Amount: で Four Lakhs Thirty Nine Thousands Nine Hundred Fifty only Tenderer's Detail GPF/PRAN/TIN/Actt. no./VehicleNo/Taxld:-Tenderer's Name: Mis Brahma City Pvt Ltd Flat no. B-8, Ansal Tower, 38 Nehru Place, New Delhi -Address: Deficiency in stamp duty of M s Brahma City Particulars: Pvt Ltd regarding sale deed of land 5 Kanal 18 Marla situated at Kadarpur RTGS UTR No. UTIBH15243006429 Cheque-DD-Detail: Depositor's Si FOR USE IN RECEIVING BANK THE TANK OF INCIDENCE OF INDIANA Bank CIN No: Payment Date: THE AM SEI Branches Bank: tc. after verifyint of the control of this nee of cheque / Dispersional Market Account Prepared status of this are 2000 :ype 263).

District Town Planner, Enforcement, Gargaon

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Sh Sita	Rose 5/	o Muxtic	Than Blo New	
Anay Ma	andi Nan	noul I	est Mahander Sark	
Memo No.	680	Dated:	31/8/15	
Issuance of i	NOC for the far	id falling Outsi	de Municipal Corporation Limit in t	Ja•

Sub:- Issuance of NOC for the land falling Outside Municipal Corporation Limit in Urban area for the Purpose of u/s-7(A) of the Haryana Development & Regulation of Urban Areas Act, 1975 (Act No.8 of 1975).

Ref:-	Sub-Registrar office memo no.		
		ATTACHMENT OF THE A STREET WAS TO BE A STREET OF THE STREE	AND THE RESERVE AND ADDRESS OF THE PARTY OF

This office does not have any objection for registration of lease Isale deed document of land in the office of concerned Sub-Registrar for land comprised in knewat No. 169/189 and Khata no. and Khasra no. /Killa No. 1/1922/1020/1/1, 11, 1444 Aveq 23K-13M to Extantal 145hain the revenue estate of village Kaden butchsil Sohna Dist.

Gurgaon out of which area measuring 5K-18M is proposed to be Sold by Sh./Smt./Msr Sita Ram Sto Muxlidhan Rio New Ang Mandi Naxnoul Dist Manander Ganh.

as the same does not violated the provision of section 7(i) of Act no.8 of 1975 as per the revenue documents received along with memo under reference/application of the applicant. This NOC is being issued subject to the following terms & conditions:

- That the seller and buyer will not set up residential, commercial or industrial colony/construction upon the land under consideration in violation of the provisions of Act no. 8 of 1975 and Act No. 41 of 1963 respectively.
- ii) That the verification of the revenue documents related to ownership may be done at Sub-Registrar level before execution of the proposed deed.
- iii) That buyer will take permission for any activity other than agriculture purpose from the Competent Authority.
- iv) That the registration of documents I be executed after receipt of this original letter only.
- v) That this NOC will not provide any immunity from any other Act or rules applicable on the land in question.

vi) It is intimated that you are not allowed to sell the said plot in pieces further.

District Town Planner, Enforcement, Gurgaon

Endst No.

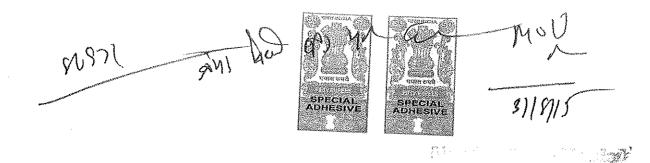
Dated:

A copy is forwarded to Sub-Registrar, Sohna Gurgaon in reference to memo referred above for further necessary action.

District Town Planner, Enforcement, Gurgaon

- Such Bright Charles	भूभी	I DEMAND MY	E ONLY OF THREE MONTHS FROM THE DATE OF SECTOR-18, HOIDA (UP)	361	DATE 2 8 8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
Out to controde the many technological the save	RUI TOT TT OL TL	PEES	AC Payee Only 361012100105 Payable at Par (B2K) DRAWGE BANK AND SPRANCH CODE NO.	अदा करें राम्भाविकार Signa भारत प्राचित स्वार्थ	FÖR VALUE RECEIVED ###################################

#O86582# 110211035# 16



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed at Gurgaon on this 1st day of SEPTS 2015.

BETWEEN

1, Sitaram s/o Shri Murlidhar r/o New Anaj Mandi, Narnaul District Mohindergarh, Haryana; (hereinafter referred to as the "First Party" which expression shall unless it be repugnant or contrary to the context or meaning thereof be deemed to mean and include his representatives legal heirs, successors, legal representatives, administrator, Executor, nominee and assignees)

AND

M/s. Brahma City Private Limited, a Company duly incorporated under the Companies Act, 1956, having its registered office at Flat Number B- 8, Ansal Tower, 38 Nehru Place, New Delhi -110019 acting through Shri Manohar Dhasmana duly authorized by Board Resolution (hereinafter referred to as the 'Second Party' which expression shall unless it be repugnant or contrary to the context or meaning thereof be deemed to mean and include its successors, legal representatives, administrative, executors, nominees and assignces). We resulted DATEP 24 TOME 2015.

AND

M/s. Brahma Realty Private Limited, a Company duly incorporated under the Companies Act, 1956, having its registered office at Flat Number B- 8, Ansal Tower, 38 Nehru Place, New Delhi -110019 acting through Shri Manohar Dhasmana duly authorized by Board Resolution (hereinafter referred to as the 'Third Party' which expression shall unless it be repugnant or contrary to the context or meaning thereof be deemed to mean and include its successors, legal representatives, administrative, executors, nominees and assignees).

Whereas the First Party is the sole and absolute OWNER and in possession of the agricultural land measuring 8 Kanal 10 Marla. The detail of the land is as follows:-

 5 Kanal 18 Marla 1/4th share of land is under 23 Kanal 13 Marla comprised in Khewat no.169 Khata no. 189 Rect. no. 1 Killa no.15/2(5-19), Rect. no. 2 Killa no. 10(5-1)20/1/1(4-13) 11(8-0) and 7 Marla 1/4th share of land is under admeasuring 1

Page 1 of 5

Sifa Ram

kanal 7 Marla comprised in Khewat no.167 Khata no. 186 Rect. no. 2 Killa no. 20/1/2(1-7) situated in Revenue Estate of Village Kadarpur, Tehsil Sohna Distt. Gurgaon, Haryana as per Jamabandi for the year 2005-2006 (Para-I).

2. 2 Kanal 5 Marla 1/4th share of land is under admeasuring 9 Kanal comprised in Khewat no.167- 169 Khata no. 187-190 Rect. no. 2 Killa no. 12(8-11) 20/5(0-9) situated in Revenue Estate of Village Kadaipur, Tehsil Sohna Distt. Gurgaon, Haryana as per Jamabandi for the year 2005-2006 (Land under germarusi). (Para-II) (hereinafter referred to as the "Said Land").

And whereas the First Party has represented that there is no lien on the said land and no suit with regard to the said land is pending in any court of law. That, a notification under Section 4 of Land Acquisition Act became applicable on the Said Land but as on current date the Said Land is free from all acquisition notifications.

And whereas the First Party has further represented that there is no other legal impediment except germarusi on land mentioned in Para no. II or bar whereby the First Party can be prevented from entering into these presents. There is no order of attachment by income tax authorities or by any other authorities under the law for the time being in force in respect of the said land.

And whereas the First Party has represented that the said land is in the ownership of the First Party and is not the subject matter of a Hindu Undivided Family ("HUF") and that no part of the said land is owned by any minor. That there are no other outstanding dues to any Government or the local authorities of whatsoever nature in respect of the said land.

And Whereas the First Party has represented that it is in need of funds for its personal and family use and has approached and agreed to transfer / alienate / sell the said land to the Second Party and Third Party, who has agreed to purchase the same subject to these presents.

NOW, THEREFORE, THIS MOU WITNESSETH AS UNDER:

1. That the Second Party and Third Party have agreed to pay to the First Party the entire sale consideration amount of Rs 1,06,60,000/- and 1303 sq. yds. of plots in Township of Brahma City situated in Sector 62, Urban Estate, Gurgaon in sector 62 block-G bearing Plot no. G70 (411.72), G71 (411.72) and in Block -F Plot No. F6 (479.72) total measuring 1303 sq. yards. The allotment of the plots in Block -G and Block-F in sector 62 are provisional and are subject to change on final zoning received from DTCP, Haryana. Copy of the provisional allotment letter will be handed over to the first party by the second party on the signing of this MOU in respect of the said Land and rights in the entire built up area of the Proposed Project situated in Village

Page 2 of 5

Sitalam

Kadarpur, Tehsil Sohna Distt. Gurgaon, Haryana. In case the second party failed to handover the abovesaid plots measuring 1303 sq. yds. to the first party in that event the sale deeds and subsequent sale deed would be deem as null and void and not binding on the first party. It is also settled that the subsequent allottee/purchaser shall not take plea of bonafide purchaser.

2. That, On 09-02-2010, the First Party had entered into an Agreement to Sell with M/s. Arnav Buildwell Pvt Ltd for land admeasuring 8 Kanal 10 Marla (1.0625 acres) @ Rs. 2,20,00,000/- per acre. On 02-04-2010, M/s. Arnav Buildwell Pvt. Ltd. executed an Agreement with M/s. Brahma City Private Limited, Formerly known as Krrish Buildtech Pvt Ltd (The Second Party) wherein all rights and obligations in respect of the abovesaid land was transferred in the name of the Second Party.

Now for full and final settlement of the above said agreements,' transactions the Second Party and Third Party have agreed to pay sale consideration of Rs 1,06,60,000/- and allot 1303 sq. yds. of plots in Township of Brahma City, total consideration to the First Party to which the First Party has given its consent. Since M/s. Arnav Buildwell Pvt. Ltd. has transferred all its rights and obligations in relation to the said land in the name of the Second Party hence M/s. Arnav Buildwell Pvt. Ltd. cannot raise any objection regarding this transaction and in case M/s. Arnav Buildwell Pvt. Ltd. raises any objection regarding this land and earnest money paid by him to the 1st party in future then the second party shall indemnify/deal with the same.

- 3. That the Second Party and The Third Party states that the First Party and subsequent transferee shall not be responsible for payment of any taxes, External Development Charges ("EDC"), Infrastructure Development Charges ("IDC") and Preferential Location Charges ("PLC") charges payable in relation to the developed residential plots allotted to him in Brahma City, Gurgaon.
- 4. That the Second Party and the Third Party will be entitled to get the sale deeds executed and registered in their own name or in the name of their nominees at their own discretion and the First Party will have no objection whatsoever if one sale deed is executed or more than one sale deeds are executed in respect of the Said Land. The

Sixter Reun Page 3 of 5

First Party will also have no objection if the Second Party and the Third Party nominates / assigns their rights under this agreement in favour of any person(s).

- 5. That the First Party hereby transfers all rights title & interest, easements, privileges and appurtenances thereto the said land along with all fittings and fixtures, connections, water sources therein/thereon, structures standing thereon etc. in favour of the Second Party and Third Party respectively upon execution of this Memorandum Of Understanding.
- 6. That the First Party confirms that he has cleared all the dues related to the Said Land till dated hence he is handing over physical possession of the said land to the Second Party and The Third Party at the time of the execution of this MOU which is hereby acknowledged by all the Parties except the Gair Marusi on Rect No 2 Kila No 20/5 & 12. The said dispute would be resolve by the third party itself. First party would not be liable for the same in any manner whatsoever.
- 7. That the First Party hereby affirms and declares that it has not received any compensation in respect of the said land from the Government or any other authority and has not handed over the possession of the said land to any Governmental Authorities or any other Party and shall not do so henceforth. In the event it is found subsequently that the First Party has received compensation form the concerned Governmental Authorities before or after the execution of this MOU, the First party shall pay to the second party and third party the entire compensation amount so received along with the interest at the rate of 2% per month for the period of default.
- 8. The First Party has represented to the Second Party and Third Party that the said land is free from all sorts of encumbrances and that the First Party is holding good title of the said land except Gair Murusi of land and on 02-06-2009 notification under Section 4 of Land Acquisition Act became applicable on the Said Land but as on current date the Said Land is free from all acquisition notifications.
- 9. That the First Party hereby undertakes that he is selling land to the Second Party and Third Party out of his free will, i.e, without any force or coercion from the other party.

CilaRam Page 4 of 5

The First Party also undertakes that, henceforth, it shall not create any lien / encumbrances or any third party interest in any manner on the said land. .

- 10. That all expenses in respect of the execution and registration of sale deed, and for stamp duty, shall be borne by the Second and Third Party.
- 11. That in the event the First Party refuses to get the sale deed executed and registered in favour of the Second Party and Third Party for any reason whatsoever, the Second Party and Third Party will have a right to get the sale deed executed by way of specific performance of this MOU from the court of law having jurisdiction.

This MOU has been signed in duplicate and first party and second party shall retain one copy each.

IN WITNESS WHEREOF the parties have signed this MOU at Gurgaon on the date mentioned above in the presence of the following witnesses:

WITNESS

3.

1. Radams ingh S/o Rambet

H.M.286 Seet 15.

Batteryo C. P Batherya Adw. Chamber No 4 Block-A DETT Court Gungaran

Clarkan

SECOND PARTY

THIRD PARTY



हरियाशा HARYANA

40AA 626862

हल्फनामा

में, भिनोहर दसमाना पुत्र श्री एम.एन. दसमाना निवासी ब्लाक बी मकान नम्बर 98 दूसरी मन्जिल केन्द्रीय विहार गुडगांवा सत्यनिष्ठापर्वूक निम्नलिखित हल्फन ब्यान करता हूँ कि

।- यह कि मै ब्रहमा सिटी प्रा. लि. फलेट नम्बर बी.8 अन्सल टावर 38 नहरू पैलेस नई दिल्ली का अधिकृत हस्ताक्षरी कम्पनी रैजूलेशन दिनॉक <u>•\$- •6- 2 e/</u> द्वारा हूँ ।

2- यह कि अरनव बिल्डवेल प्रा. लि. ने एक इकरारनामा सौदा बय मुसत्तील नम्बर । कीला नपम्बर 15/2(5-19) मुसत्तील नम्बर 2 कीला नम्बर 10(5-1) 20/1/1(4-130) 11(8-0), 12(8-12) किता 5 रकवा 32 कनाल 4 मरले के 1/4 भाग बकदर 8 कनाल । मरला व मुसत्तील नम्बर 2 कीला नम्बर 20/1/2(1-7), 20/5(0-9) किता 2 रकवा । कनाल 16 मरले के 1/4 भाग बकदर 0 कनाल 9 मरले कुल तादादी रकवा 8 कनाल 10 मरले का एक इकरारनामा सौदा बय मालिक सीता राम पुत्र मुस्लीधर निवासी नारनोल से 2,20,00,000/- रुपये प्रति ऐकड के हिसाब से दिनॉक 9-02-2010 को तय व पुक्ता किया था जिसके तहत अरनव बिल्डवेल प्रा. ति. ने मालिक जमीन को 23,37,500/- रुपये बतोर ब्याना व पार्ट पेमेन्ट इस प्रकार दिये थे :- 22,13,750/- रुपये का चैक जिसका नम्बर 546296 व 1,23,750/- रुपये जिसका चैक नम्बर 545753 है । उक्त राशी का भुगतान सीता राम जमीन मालिक के हक में हो चुका है ।

- 3- यह कि उक्त अराजी का इकरारनामा अरनव बिल्डवेल प्रा. लि. ने क्रिश बिल्डटेव प्रा. लि. के साथ कर लिया था और बाद में क्रिश बिल्डटेक प्रा. लि. का नाम् बदलकर ब्रहमा सिटि प्रा. लि. हो गया हैं।
- 4- यह कि जो ब्याना अरनव बिल्डवैल द्वारा विक्रेता को दिया गया था उसे अरनव बिल्डवैल प्रा0 लि0 किसी भी सूरत में वापिस मांगने का हकदार नहीं होगी । अगर भविष्य में अरनव बिल्डवैल द्वारा उपरोक्त ब्याना के बारे कोई भी आपित उठाई जाती है तो उसकी जिम्मेंवारी ब्रहमा सिटी प्रा0 लि0 कम्पनी की होगी । उपरोक्त राशि 23,37,500/- रूपये विक्रेता के हक में जब्त हो चुकी है ।
- 5- यह कि अब ब्रहमा सिटी प्रा. लि. उक्त अराजी को नई शर्तों के हिसाब से खरीद कर रही है और अरनव बिल्डवेल प्रा. लि. द्वारा दिया गया ब्याना वापसी के लिये ना अरवन बिल्वेल प्रा. लि. व ना ही क्रिश बिल्डटेक प्रा. लि. और ना ही ब्रहमा सिटि प्रा. लि. उक्त राशि वापिस मागेगी । उक्त राशि पूर्ण रूप से जप्त हो चुकी है

हल्फनकर्ता

सत्यापन :-

उपरोक्त ब्यान मैंने अपने पूर्ण होश व हवास में बिना किसी दबाब के अपनी इच्छा से दिए हैं इनमें कोई भी तथ्य झूठ व गलत ना है और ना ही कुछ छिपाया गया है ।

दिनांक : 01.09.2015

C-PBallenja sow

manustral as liberture

Government of Haryana Department of Revenue and Disaster Management Sub Registrar Office, Sohna

Dated: Sep 01, 2015

Time: 14:17:32

Appointment Slip

Respected, Mr/Mrs/Ms Manohar, Kadarpur

Subject: Appointment for SALE

As requested by you regarding the Deed of SALE, you are hereby informed that your appointment has been scheduled with following Details:-

Token Number:

67

Appointment No: 02801092015021236000

Appointment Date: Sep 01, 2015

Apt Time:

14:12

Delivery Address:

N/A

Collected following charges with thanks from you regarding this deed registration

Appointment Fee		Postage	Total
(Including Tatkal if Any)			
Rs.10.00	:	Rs.0.00	Rs.10.00

Kindly bring the following documents in support of your Deed.

ID Proof:

Voter ID Card

ID Number: HVV2162873

Authorized Sign Helpdesk Sohna Gurgaon



Shahmaaz Siddique

-	ra	m	•

Customer Care

Sent:

26 December 2019 15:46 vanitmittal@gmail.com

To: Subject:

Unit No. GF 60 - Payment

Dear Mr. Mittal,

Greetings!

This is with reference to previous discussion regarding interest waiver, we are glad to inform you that as a gesture of goodwill the management has agreed to waive off Rs. 96,772/- (inclusive of GST), against GF 60 Miracle Mile.

This waiver is subject to completing the overdue payments as mentioned in email below. Please note, the waiver shall stand revoked in case of any delay or change in future/upcoming payments schedule.

For any further assistance please call your relationship manager at 9810496938 and 8826673311 or email us.

Warm Regards,

Customer Care Team Brahma

From: Vanit Mittal [mailto:vanitmittal@gmail.com]

Sent: Friday, December 6, 2019 1:13 PM

To: Ity Sharma <ity@brahmare.co.in<mailto:ity@brahmare.co.in>>

Subject: Unit No. GF 60 - Payment

Dear Ity Madam,

With reference to our meeting in your office this week and discussions in respect to outstanding demands of commercial unit no. GF 60 in 'Miracle Miles' Sector 60, Gurgaon. As per the demand letter issued by company, total amounts outstanding as on date is Rs. 50,68,698/-.

Want to bring to your kind notice that at the time of purchase of this unit, we had planned for sale of a property in Punjab and the funds from which were to be used towards payment of installments of the said unit. Earlier, my mother had undergone heart surgery and later my father was also hospitalized. Once they were a bit stabilized in their health, my young sister passed away in the month of October. Hence, due to the ongoing health issues of my parents and followed by sudden and untimely death of my young sister, we couldn't materialize the sale of property and couldn't arrange the funds as planned earlier.



Now, that the transaction for sale of our property in Punjab has materialized and registry will be done in the month of March. We propose to make the payment of o/s demands in the following manner: Cheque No./ Date Bank Amount (Rs.) 111148 - 15/12/19 Yes Bank 500,000 851320 - 15/12/19 Punjab National Bank 400,000 000106 - 24/12/19 Kotak Bank 3,67,175 28/02/20 Yes Bank 600,000 28/12/20 Kotak Bank



667,175
31/3/20
Kotak Bank
1,267,175
31/3/20
Yes Bank
1,267,175
Kindly consider this as our one-time request to allow time for making payment of installments and waiver of interest for late payments. This is purely due to disruptions in my family for the reasons cited above and we assure you that all the installments due beyond April 1,2019 will be paid on timely manner.
Kindly consider our request for waiver of interest on late payment and oblige. Look forward for long term relationships with you.
Thanks & Regards, CA. Vanit Mittal 'Insolvency Professional' under Insolvency and Bankruptcy Code (IBC)
9810491207



Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 29/11/2018

Certificate No.

G0292018K120

42291851

Stamp Duty Paid: ₹472900

Penalty:

(As. Zero Only)

₹0

Seller / First Party Detail

Mane:

GRN No.

Deshrai

H.No/Floor: Nil

Sector/Ward: Nil

LandMark: Nil

City/Village: Kadarpur

District: Gurugram

State:

Haryana

Phone:

Buyer / Second Party Detail

Name: Brahma City Pvt Itd

H.No/Floor: B8

Sector/Ward: Nil

LandMark: Ansal tower 38 nehru place

City/Village: New delhi

District: New delhi

State:

Delhi

Phone:

Purpose: Sale Deed

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

10019

किरम वसीका

बयनामा

मौजा

कादरपुर

मालियति

1,58,72,000 / - रूपय

स्टास्प

4,72,900 / - रूपये

स्टाम्प Certificate No.

G0292018K120 Dated 29.11.18

स्टाम्प GRN No.

42291851 Dated 29.11.18

किरम

नगर निगम क्षेत्र से बाहर, सरकार द्वारा स्वीकृत

कालोनी - License No. 64/2010,

DEFICIENCY IN STAMP OF RUPEES 1,92,500/- PAID BY STAMP NO. MV2018J2 & PAID BY STAMP NO. MV2018J5 DEFICIENCY IN STAMP OF RUPEES 1,28,600/-

प्रलेख न:10019 दिनोक:29-11-2018 डीड सबंधी विवरण श्रेंड का नाम SALE OUTSIDE MC AREA वहसील/सब-तहसील वजीराबाद गांव/शहर कादरप्र स्थित कादरपुर भवन का विवरण भूमि का विवरण **निवासी**य i Kanal 4.6 Mada धन सबंधी विवरण राशि 15872000 रुपशे कुल रटाम्य हुयुटी की सशि 793600 रूपये रटाम्प की राशि 128600 रुपये ₹टाइप वा : mv2018j5 रजिस्ट्रेशन फीस की सशि 50000 उपये पेस्टिंग शुल्यः 3 रूपये

Drafted By: C P Batheja Adv Service Charge;300 यह प्रलेख आज दिनोक 29-11-2018 दिन गुरुवार समय 4:07:00 PM बजे श्रीश्रीमती/कुमारी Desh Raj पुत्र Suhan निवास Kadarpur द्वारा

DeficiencGrano: 422918510

duela

DeficiencyStampno:

g0292018k120mv2018j2

पंजीकरण हेत् प्रश्तुत किया यथा ।

उप/सर्थुवत पंजीयमे आधिकारी (वजीराबाद)

DeficiencyAmt: 472900192500

हरताध्वर प्रस्तुतकर्ता Desh Raj

प्रलेख में वर्णित क्षेत्र नगर एवं यागीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिस्वित है इसलिए दस्तावेज की पंजीकृत करने से पूर्व संबंधित विभाग से अभाग पत्र प्राप्त कर लिया गुरा है |

प्रलेख में पर्णित क्षेत्र नगर एंच ग्रामीण और्योजना विकास के अधिनियम 1975 की धारा 7-ए के अंतर्यत अधिस्चित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनाएंति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांकः 29-11-2018 Desh Raj उपासचुंक्त 📶 🛵 अधिकारी (वजीसबाद)

उपरोक्त केताव श्री/श्रेमती/बुमारी . thri Gagundecp THER पुत्र ABrahma City Pvi Lid thro Manohar Dhasmana OTHER पुत्र . हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा रामझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष केता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती/बुमारी S C Arora Adv पिता — निवासी Guragram ने की | साक्षी की हम नम्बरदार/अधिवन्ता के रूप में जानते हैं तथा वह साक्षी नं 2 की पहचान करता है |

दिनांबर 29-11-2018

3ग/संयुक्त पंजीय**वे रा**धिकारी(वजीराबाद)



SI No 5906 / 7 GSR / 001

RECEIPT

STATE BANK OF INDIA

Mehrauli Rozd, Gurgaon (01565) Branch

Code No.

Signatures of Authorised Officer)

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मनकि देश राज (आधार नम्बर 7007 8466 7118 व पैन नम्बर BDIPR7176J) पुत्र श्री सुल्तान निवासी गांव कादरपुर, तहसील सोहना, जिला गुरूग्राम का हूं ।

जो कि मैं अराजी जरई वाका मौजा कादरपुर, उप तहसील वजीराबाद, जिला गुरूग्राम खेवट नम्बर—165, खाता नम्बर 184, मु0 नम्बर 1, कीला नम्बर 17(5—15), किता 1 कुल रकबा 5 कनाल 15 मरला का 3/14 भाग बाकदर रकबा 1 कनाल 4 मरला 6 सरसाई (0.154 एकड़) का मालिक काबिज बरूवे जमाबन्दी साल 2005—06 व इन्तकाल नम्बर 2488, 2823 मन्जूरशुदा की रूह से बतौर हिस्सेदार मालिक व काबिज हूं, जो ब्रहमा सिटी प्रोजेक्ट की रिहायषी कालोनी के अन्तर्गत आता है, जिसका

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GURGAO

Reg. No. Reg. Year Book No. 10019 2018-2019 विक्रेता क्रेता गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- Desh Raj

:- thru GagandeegOTHER.thru Manohar DhasmanaOTHERBrahma City Pvt

गवाह 2 :- PK angrish Adv

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10019 आज दिनांक 29-11-2018 को बही ने 1 जिल्द ने 31 के पृष्ठ नं 21.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 762 के पृष्ठ संख्या 94 से 98 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये है |

दिनांक 29-11-2018

उप/सयुंक्त पंजी भे अधिकारी(वजीराबाद)



SI. No **5890**99 GSR / 001

RECEIPT

STATE BANK OF INDIA

Mehrauli Ross, Gurgaon (01565)



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कम्पनी ने सीoएलoयूo (लाईसेंस नंo 64/2010) संबंधित कार्यालय से विधिवत प्राप्त किया हुआ है । उपरोक्त रकबा में पेड़—पोधे लगे हुए हैं, चार दीवारी व पुख्ता तामीर की हुई है तथा टयूबैल आदि है । मय तामीर मेरे हिस्से का उपरोक्त रकबा हर किस्म की जेरबारी, देनदारी, नुक्स मलकीयत, कानूनी वाक्याति, डिक्री, कुर्की व जमानत आदि से पाक साफ है । अब से पहले किसी अन्य को किसी दीगर तरीके से रहन, बय, पटटा आदि द्वारा मुन्तकिल ना किया गया है, ना ही किसी दीगर के साथ सौदा मुहायदा बय किया है । रकबा बाला सरकार द्वारा अधिग्रहण ना किया गया है, ना ही इसकी बाबत कोई नोटिस कार्यवाही वगैरा लिम्बत है । रकबाबाला पर कोई सरकारी या गैर सरकारी ऋण या भार

दुखहाउ

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ANY (Signatures of Authorised Officer)



नहीं है । रकबा बाला पर कोई मुकदमा या अपील किसी भी न्यायालय मे लिम्बत या विचाराधीन नहीं है, यानि रकबा बाला हर किस्म के भार से भारमुक्त है। मुन्तकिल करने का पूरा अधिकार हासिल है, मुन्तिकल करने में कोई कानूनी अडचन ना है। उपरोक्त रकबा मेरा मौके का ना होने के कारण, मेरे उपयोग में ना आ रहा है, उचित कीमत मिल रही है । मुझे बराए अखराजात खुद खर्चा खानगी व दीगर सम्पत्ति खरीदने के लिए धन की आवश्यकता है, जिसका अन्य कोई मुनासिब इन्तजाम नहीं हो सकता । अतः अब मैंने अपने व वारिसान के हित को मददे नजर रखते हुए अपने हिस्से का उपरोक्त रकबा 1 कनाल 4 मरला 6 सरसाई (0.154 एकड़) मय मौजूद सभी पेड-पौधे, पुख्ता तामीर, चार दीवारी, मलबा, टयूबवैल आदि को अपने कुल अधिकारों सहित बिलऐवज मुबलिग 1,58,72,000 / - रूपये (एक करोड़ अठावन लाख बहतर हजार रूपये) कि आधे जिनके मुबलिंग 79,36,000 / – रूपये होते हैं, में पास मैसर्ज ब्रहमा सिटी प्राईवेट लिमिटेड (PAN No. AADCK3277H)] रजि0 आफिस फ्लेट नं0 बी – 8, अन्सल टावर 38, नेहरू प्लेस, नई दिल्ली – 110019 मार्फत अधिकृत व्यक्ति श्री मनोहर दशमाना पुत्र श्री एम.एन. दशमाना (Adhar No. 4762 9719 9180) व श्री गगनदीप पांचाल पुत्र श्री रनेह प्रवीन पांचाल (AADHAR No. 7972 7707 9638) बजरिये रेजूलेशन जो कि बोर्ड ऑफ डायरेक्टर्स की मीटिंग में दिनांक 26.10.2018 को पास किया गया द्वारा कतर्ड फरोख्त कर दिया हे, बेच दिया बय कुल जरे बदल मुबलिग 1,58,72,000 / – रूपये तमाम निम्नलिखित विवरण अनुसार रोबरू गवाहान प्राप्त कर चुके हैं :-

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 चैक / डी.डी. क्रं० संख्या
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 1,57,13,280
 FUND TRANSFER
 27-11-18
 AXIS BANK

 1,58,720
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कुछ लेना बकाया बाजिम्मा खरीदार फर्म के ना रहा है । कब्जा मौका पर अपनी बजाय उक्त विक्रीत रकबा 1 कनाल 4 मरला 6 सरसाई (0.154 एकड़) जो जिस भी स्थिति में है, यथास्थिति पर हवाले खरीदार फर्म के करा दिया है । खरीदार फर्म उक्त विक्रीत रकबा की पूर्ण रूप से मालिक व काबिज

हो गयी है । जो हक हकूक आज तक मुझे उक्त विक्रीत रकबा की बाबत हासिल थे, खरीदार फर्म को

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हासिल हो गए हैं । आज के बाद मेरा व मेरे वारसान का कोई हक, हित व अधिकार उक्त विक्रीत रकबा की बाबत ना रहेगा । खरीदार फर्म को अधिकार होगा, कि वह उक्त विक्रीत रकवा को जैसे चाहे इस्तेमाल करे, तामीर करे, मुन्तिकल करे, कोई उजर ना होगा । दाखिल खारिज कागजात माल में दर्ज व मंजुर करा दूंगा वरना खरीदार फर्म इस दस्तावेज की रूह से स्वंय करा लेवे, कोई उजर ना होगा । उक्त विक्रीत रकबा हर किरम के भार से भारमुक्त है । अगर आज तक किसी किस्म का कोई नुक्स उक्त विक्रीत रकबा में निकलेगा या खरीदार फर्म अपने उपभोग के अधिकार से वंचित रहती है, तो उस सुरत में मैं, मेरे वारिसान व मेरी दीगर सम्पत्ति जिम्मेवार व देनदार मय हर्जा खर्चा के रहेंगे । खर्चा बयनामा तमाम खरीदार फर्म ने स्वंय वहन किया है । बिक्रेता ने यह दस्तावेज पढ़ व समझ लिया हैं और पढ़कर, समझकर, सही मानकर अपने-अपने हस्ताक्षर कर दिये हैं । अतः यह बयनामा सुन समझकर बारजामन्दी खुद के तहरीर कर दिया कि सनद रहे वक्त जरूरत काम आवे ।

तहरीर दिनांक - 29.11.2018

Drafted by C.PBathera Helv Bedeury

अलब्द – देशराज

श्री मेनोहर धसमाना

गंगनदीप पांचाल,

(AADHAR No. 4762 9719 9180)

(AADHAR No. 7972 7707 9638)

खरीदार फर्म की ओर से - बजरिए अथोराईज्ड सिग्नेटरी

बरूवे कम्पनी रेजूलेषन दिनांक 26.10.2018 द्वारा अधिकृत

DISTT. COURTS, GURGAO Adhaar No. \$212 1438 1712

Parveen Kumar Angrish

M.A.L.L.B. HONS,

Distt. Courts, Gurgaon

con Judicial



Indian-Non Judicial Stamp Haryana Government



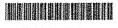
Date: 29/11/2018

Certificate No.

G0292018K141

GRN No.

42291682



Stamp Duty Paid: ₹794000

Penalty:

₹O

(Re. Zero Only)

Seller / First Party Detail

Name:

Brahma Realty Pvt Itd

H.No/Floor: C53

Sector/Ward: Nil

LandMark: Flatted factory complex jhandewalan

City/Village: New delhi

District: New delhi

State:

Delhi

Phone:

Buyer / Second Party Detail

Deshraj

H.No/Floor: Nil

City/Village: Kadarpur

Sector/Ward: Nil

District: Gurugram

LandMark: Nil

State: Haryana

Phone:

Name:

Purpose: Sale Deed

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

किरम वसीका

मौजा

मालियति

स्टाम्प

स्टाम्प Certificate No.

स्टाम्प GRN No.

किरम

बयनामा

कादरपुर

1,58,72,000 / - रूपय

7,94,000 / -- रूपये

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	भवन का विवरण	
	भूमि का विवरण	
चाडी		7 Kanal
	धन सबंधी विवरण	
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स्टाम्य मं : g0292018k141	स्टाम्प की सांशि 794000 रूप	ये
रजिस्ट्रेशन फीस की राशि 50000 क्	१थे	पेस्टिंग शुल्क ३ - स्पर्य
Drafted By; C P Batheja Adv		Service Charge:200

यह प्रलेख आज दिलांक 29-11-2018 दिल गुरुवार समय 4:06:00 PM वजे श्री/श्रीमती/कुमारी - Brahma Realty Per Lidthru Manchar DashmanaOTTER पुत्र : .dhru Gagan Deep PanchalOTHER पुत्र : जिवास S3.Flanted Factory Complex.Jhandewalan N Deibi द्वारा पंजीकरण हेतु प्रकृति किया प्रकृत

हरत्तीक्षर प्रस्तुतकर्ता Brahma Realty Pvi Lid . उप/सयुंबल भीभायन अधिकारी (वजीराबाद)

प्रलेख में वर्णित क्षेत्र जगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापति प्रमाण पर्व प्राप्त कर लिया गया है |

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प्रलेख में वर्णित क्षेत्र नगर एवं आमीण आयोजना विभाग के अधिनिग्रम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दरतावेज को पंजीकृत कुरतिपूर्व एवं सर्विपत विभाग से अनापति प्रमाणां पुत्र की आवश्यकता नहीं है।

दिनांक 29-11-2018 Brahma Realty Pvi Ltd. उप/रायुंक्त पंजीय**में अधि**कारी (वजीसबाद)

उपरोक्त केताव श्री/श्रीमती/कुमारी Destraj पुत्र Sulan हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पद्दों वे सुनकर तथा रामझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे सगदा केता को जादा की तथा प्रलेख में वर्णित अभिग्न अदा की गई राशि के तेन देन को स्वीकार किया |दोनों पद्दों की पहचान श्री/श्रीमती/कुमारी S C Arom Adv पिता --- निवासी Gurugram व श्री/श्रीमती/कुमारी P K Angrish adv पिता --- निवासी Gurugram ने की |

साक्षी नं:1 को हम नम्बस्दास/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है |

दिनांक 29-11-2018

उप/रायुंक्त पंजीयंग अभिकारा वजीराबाद)

हमिक मैसर्ज ब्रहमा रियल्टी प्राईवेट लिमिटेड (PAN No. AADCB9485E) रिज0 आफिस BLOCK-C, Flat no. 53 Flatted Factory Complex, Jhandewalan New Delhi -110055, मार्फत अधिकृत व्यक्ति श्री मनोहर दशमाना पुत्र श्री एम.एन. दशमाना (Adhar No. 4762 9719 9180) व श्री गगनदीप पांचाल पुत्र श्री स्नेह प्रवीन पांचाल (AADHAR No. 7972 7707 9638) बजरिये रेजूलेशन जो कि बोर्ड ऑफ डायरेक्टर्स की मीटिंग में दिनांक 26.10.2018 को पास किया गया द्वारा बाया है।

जो कि कम्पनी अराजी जरई वाका मौजा कादरपुर, उप तहसील वजीराबाद, जिला गुरूग्राम खेवट नं0 208, खाता नं0 230, मू0 नं0 12, कीला नं0 21(2-0), 22(8-0), 23/1(2-0), कुल रकबा 12 कनाल 0 मरले का 140/240 भाग, बाकदर रकबा 7 कनाल 0 मरले (0. 875 एकड़) की मालिक व काबिज बरूवे जमाबन्दी साल 2005-2006 व इन्तकाल नम्बर 3408, 3409, 3447 व 3461 मन्जूरशुदा द्वारा है । उपरोक्त अराजी हर प्रकार के भार से पाक व साफ है, यानि बाया कम्पनी ने आज से पहले उपरोक्त अराजी की बाबत किसी अन्य व्यक्ति से कोई इकरारनामा सौदा बय- बयनामा- एहननामा- पट्टानामा या डिग्री तबदील मिलकियत आदि ना किया हुआ है । उपरोक्त अराजी पर किसी भी न्यायालय में कोई केस विचाराधीन ना है । उपरोक्त अराजी पर किसी भी बैंक या वित्तीय संस्था से कोई लोन आदि ना ले रखा है । बाया कम्पनी को उपरोक्त अराजी को हर प्रकार से मन्तिकल करने का पूरा अधिकार हासिल है । कम्पनी को बराये खरीद दीगर जायदाद, व व्यवसाय हेतू रूपये की आवश्यकता है इसलिए आज ठीक होश व बिना किसी दबाब के उपरोक्त अराजी रकबा 7 कनाल 0 मरले (0.875 एकड़) को अपने कुल अधिकारों सहित बिलऐवज मुबलिंग 1,58,72,000 / - रूपये (एक करोड़ अठावन लाख बहतर हजार रूपये)

ME GOO

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Reg. No. Reg. Year Book No.
10018 2018-2019 1

विक्रेता केता Book No.

उप/सम्रूंक्त पंजीयन अधिकारी

विक्रेता :- thru Manohar DashmanaOTHER Brahma Realty Pvt Ltd thru Gagan Deep

PanchalOTHER.

क्रेता :- Deshraj

गवाह 1 :- S C Arora Adv

गवाह 2 :- P K Angrish adv

प्रमाण पत्र

प्रमाणित किया जाता हैं कि यह प्रलेख क्रमांक 10018 आज दिनांक 29-11-2018 की बही नं 1 जिल्द नं 31 के पृष्ठ नं 21.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 762 के पृष्ठ संख्या 89 से 93 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 29-11-2018

उप/सयुंक्त पंजीयन अधिकारी(वजीराबाद)

कि आधे जिनके मुबलिंग 79,36,000 / — रूपये होते हैं, में पास देश राज (आधार नम्बर 7007 8466 7118 व पैन नम्बर BDIPR7176J) पुत्र श्री सुल्तान निवासी गांव कादरपुर, तहसील सोहना, जिला गुरूग्राम को बय कर्ताई फरोख्त कर दिया है, बेच दिया है । कुल जरे बदल मुबलिंग 1,58,72,000 / — रूपये तमाम निम्नलिखित विवरण अनुसार रोबरू गवाहान प्राप्त कर चुके हैं :--

<u> मुबलिग</u>	चैक / डी.डी. क्रं0 संख्या	दिनांक	<u>जारीकर्ता</u>
1,57,13,280	109871	27.11.2018	AXIS BA N K
1 58 720	TDS		

कुछ लेना बकाया बाजिम्मा खरीदार के ना रहा है । कब्जा मौका पर अपनी बजाय उक्त विक्रीत रकबा 7 कनाल 0 मरले (0.875 एकड़), जो जिस भी स्थिति में है, यथास्थिति पर हवाले खरीदार के करा दिया है । खरीद्दार जिस प्रकार चाहे अराजी बयकचृत को अपने काम में लेवें कोई उजर ना होगा । आज के बाद बाया कम्पनी का अराजी बयकृत में कोई हक व वास्ता बाकी ना रहा है । कम्पनी इन्तकाल कागजात माल में खरीदार के नाम दर्ज व मन्जूर करवा देगी अगर ना करावे तो इस दस्तावेज की रुह से स्वयं करा लेवे कोई उजर ना होगा। खर्चा स्टाम्प व फीस रिजस्टरी स्वयं बाया ने अपने पास से अदा किया है । अगर किसी दावेदार के दावे या नुक्स कानूनी पर कब्जा खरीददार से निकल जावे तो वापसी कुल जरे बय मय हर्जाखर्ची हर किस्म की बाया कम्पनी जिम्मेवार रहेगी। क्रेता ने इस अराजी से सम्बन्धित सभी दस्तावेज जांच लिये हैं, और जांच सही मानकर, अपने हस्ताक्षर किये हैं । आईन्दा इस अराजी के दस्तावेज के सम्बन्ध में क्रेता कोई दावा

Y E Gover

GARIS



वगेरा नहीं करेगा । क्रेता—बिक्रेता ने यह दस्तावेज पढ़ व समझ लिये हैं और पढ़कर, समझकर, सही मानकर अपने—अपने हस्ताक्षर कर दिये हैं ।

अतः यह बयनामा सुन समझकर बारजामन्दी खुद के तहरीर कर दिया कि सनद रहे वक्त

जरूरत काम आवे । तहरीर दिनांक – 29.11.2018 Drobbed by C. P Babluy

अलब्द -

मैसर्ज ब्रेहमा रियल्टी प्राईवेट लिमिटेड

बजरिये अधिकृत व्यक्ति मनोहर दशमाना व गगनदीप पांचाल

खरीदार

देश राज

गवाह -

गवाह -

S.C. ARORA, ADVOCATI DISTT. COURTS, GURGAOI Adnear No. 2812 1438 1712 PAN No. CCAPA6675H Parveen Kumar Angrish
Advocate
M.A.L.L.B, HONS.

Distt. Courts, Gurgaon





Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 30/08/2018

Certificate No.

G0302018H88

Penalty:

Stamp Duty Paid: ₹ 1495000

₹0

GRN No.

38000090

(Rs. Zero Only)

Seller / First Party Detail

Name:

Rati Ram

H.No/Floor: Nil

Sector/Ward: Nil

LandMark: Nil

City/Village: Kadarpur Phone:

District: Gurugram

District: New delhi

State:

Haryana

Delhi

Others: Prabhu, rattan, sattan



Buyer / Second Party Detail

Name:

Brahma City Pvt Itd

H.No/Floor: B8

Sector/Ward: Nil

LandMark: Ansal tower 38

State:

City/Village: Nehru place Phone:

Purpose: Sale Deed

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

किस्म वसीका

मौजा

मालियति

स्टाम्प

स्टाम्प Certificate No.

स्टाम्प GRN No. किस्म

बयनामा

कादरपुर

2,99,00,000 / -रूपय

14,95,000 / --रूपये

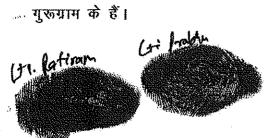
G0302018H88 Dated 30-08-2018

38000090

नगर निगम से बाहर, सरकार द्वारा पास

शुदा कालोनी -License No. 64/2010

हमके, रतीराम (Aadhdaar No. 3029 4280 4002) — प्रमु (Aadhdaar No. 7041 7496 5986) — रेलान (Aadhdaar No. 2073 4305 7821) — सेलान (Aadhdaar No. 8848 2552 9994) पुत्रगण श्री गब्दू, समभाग, निवासीगण कादरपुर, उप तहसील वजीराबाद, जिला





दिनांक:30-08-2018

	डीड सबंधी विवरण	
डीड का नाम SALE OUTSIDE MC A	REA	
तहसील/सब-तहसील वजीसबाद	गांव/शहर कादरपुर	स्थित कादरपुर
	भवन का विवरण	
	भूमि का विवरण	
निवासीय		1 Konal
	धन सबंधी विवरण	
सारी 29900000 रुपये		कुल स्टाम्य इय्दी की राशि - 1495000 रूपये
स्टाम्प तं : g0302018h88	स्टाम्प की राशि 149500	0 रुपये
रजिस्ट्रेशन फीस की संशि 15000 रुपर)r	पेश्टिंग शुरुक 3 रुपये
Drafted By: C P Batheja Adv		Service Charge: 200

Gabussanan पुत्र Gabdu विद्यास**्थितः श्रीका**दवारा पंजीकरण हेतु प्रस्तुत किया गया | हस्तावार प्रस्तुतकर्ता Rati Ram Prabhu Ratan Sutan

Lan sa han

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिस्चित है इसलिए दरलावेज की पंजीकृत करने से पूर्व रावंधित विभाग से अनापति प्रमाण पत्र प्राप्त कर लिया गया है |

\$1

प्रतेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अतमेत अधिसृधित नहीं है इसलिए दस्तावेज को

पंजीकृत नाम श्रे भूत सर्वित विभाग से समापति प्रमाण पत्र की आवश्यकता नहीं है।

MANA

उप/सर्थुक्त पंजीयन अधिकारी 🖟 जीसबाद)

पंडीयन अधिकास (वेजीराबाद)

Rati Ram Prabhu Rauan Samu

1 Saller

उपरोबत क्रेताव श्री/श्रीमती/कुमारी Brahma City Pvt Ltd thru Gaganicep PanchalOTHER पुत्र . Brahma City Pvt Ltd thru Manohar DhasmanaOTHER पुत्र . हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों के सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष्य की अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेग देन को स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी S C Arora Adv पिरा! --- निवासी Gurugram व श्री/श्रीमती/कुमारी Jagbir पिता Parbhu Ram निवासी Kadarpur ने की | साक्षी नं: विक्रों को हम नम्बरदार/अधिवनता के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है |

दिनांक 30-08-2018

उप/संयुक्त पंजीयन आग्रिपीर वजीराबाद)

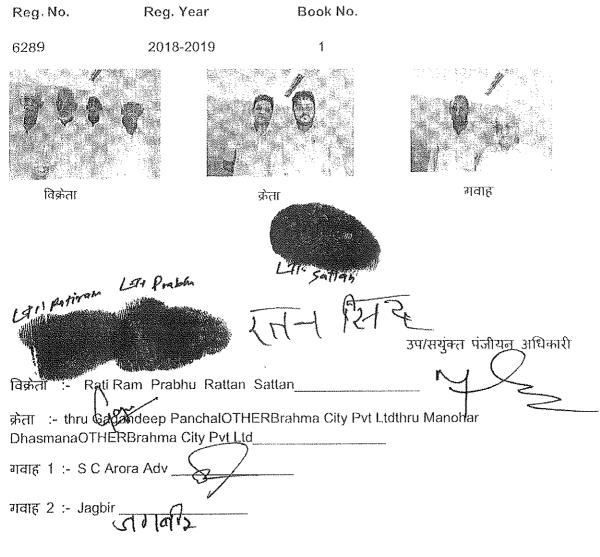
जो कि हम अराजी जरई वाका मौजा कादरपुर, उप तहसील वजीराबाद, जिला गुरूग्राम खेवट नं0 163, खाता नं0 182, मु0 नं0 1, कीला नं0 24/2 (4-13), किता 1, रकबा 4 कनाल 13 मरले का 20/93 भाग, बाकदर रकबा 1 कनाल 0 मरले (0. 125 एकड़) के बरुवे जमाबन्दी साल 2005-2006 की रूह से बतौर हिस्सेदार मालिक व काबिज हैं, जो ब्रहमा सिटी प्रोजेक्ट की रिहायशी कालोनी के अन्तर्गत आता है. जिसका कम्पनी ने सी0एल0यू0 (लाईसेंस नं0 64/2010) संबंधित कार्यालय से विधिवत प्राप्त किया हुआ है । उपरोक्त रकबा में पेड़-पौधे लगे हुए हैं, एक अदद कमरा पुख्ता तामीर किया हुआ है । मय तामीर हमारे हिस्से का उपरोक्त रकबा हर किस्म की जेरबारी, देनदारी, नुक्स मलकीयत, कानूनी वाक्याति, डिक्री, कुर्की व जमानत आदि से पाक साफ है । अब से पहले किसी अन्य को किसी दीगर तरीके से रहन, बय, पटटा आदि द्वारा मुन्तिकल ना किया गया है, ना ही किसी दीगर के साथ सौदा मुहायदा बय किया है । रकवा बाला सरकार द्वारा अधिग्रहण ना किया गया है ना ही इसकी बाबत कोई नोटिस कार्यवाही वगैरा लिम्बत है । रकबाबाला पर कोई सरकारी या गैर सरकारी ऋण या भार नहीं है । रकबा बाला पर कोई मुकदमा या अपील किसी भी न्यायालय में लिम्बत या विचाराधीन नहीं है, यानि रकबा बाला हर किस्म के भार से भारमुक्त है। मुन्तिकल करने का पूरा अधिकार हासिल है, मुन्तिकल करने में कोई कानूनी अडचन ना है। उपरोक्त रकबा हमारे मौके का ना होने के कारण, हमारे उपयोग में ना आ रहा है, उचित कीमत मिल रही है । हमें बराए अखराजात खुद खर्चा खानगी व दीगर सम्पत्ति खरीदने के लिए घन की आवश्यकता है, जिसका अन्य कोई मुनासिब इन्तजाम नहीं हो सकता । अतः अब हमने अपने व वारिसान के हित को मददे नजर रखते हुए अपने हिस्से का उपरोक्त रकबा 1 कनाल 0 मरले (0.125 एकड़) मय मौजूद सभी पेड-पौधे, कमरा पुख्ता तामीर मलबा आदि को अपने कुल अधिकारों सहित बिलऐवज मुबलिग 2,99,00,000 / - रूपये (दो करोड़ निन्यानवें लाख रूपये) कि आधे जिनके मुबलिय 1,49,50,000/- रूपये होते हैं, में सिटी प्राईवेट लिमिटेड ब्रहमा AADCK3277H), रजि0 आफिस फ्लेट नं0 बी - 8, अन्सल प्लेस. नर्ड दिल्ली 110019 को कतर्ङ बय फरोख्त

नेहरू बेच दिया है कुल ज़रे बदल मुबलिग 2,99,00,000 / - रूपये 1

(A. Orabhu







प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6289 आज दिनांक 30-08-2018 को बही ने 1 जिल्द ने 26 के पृष्ठ ने 89.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द ने 611 के पृष्ठ संख्या 31 से 35 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं |

दिनांक 30-08-2018 उप्राप्तरंक्त पंजीयम् अधिकारी(वजीराबाद)

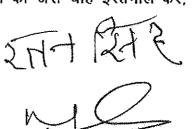
त्माम निम्नलिखित विवरण अनुसार रोबरू गवाहान प्राप्त कर चुके हैं :-

	•		S .
मुबलिग	चैक / डी.डी. क्रं0 संख्या	दिनांक	जारीकर्ता
रतीराम ने			
5,00,000/-	113750	24.08.2018	एक्सिस बैंक लि0, नोएडा
69,00,250/-	113846	30.08.2018	एक्सिस बैंक लि0, नोएडा
74,750/-	TDS		
प्रभु ने			
5,00,000/-	113751	24.08.2018	एक्सिस बैंक लि0, नोएडा
69,00,250/-	113847	30.08.2018	एक्सिस बैंक लि0, नोएडा
74,750/-			ii
सत्तन सिह ने			
5,00,000/-	113752	24.08.2018	एक्सिस बैंक लि0, नोएडा
69,00,250/-	113848	30.08.2018	एक्सिस बैंक लि0, नोएडा
74,750/-	TDS		
रत्तन सिंह ने			
5,00,000/-	113753	24.08.2018	एक्सिस बैंक लि0, नोएडा
69,00,250/-	113849	30.08.2018	एक्सिस बैंक लि0, नोएडा
74,750/-	TDS		

कुछ लेना बकाया बाजिम्मा खरीदार फर्म के ना रहा है । कब्जा मौका पर अपनी बजाय उक्त विक्रीत रकबा 1 कनाल 0 मरले (0.125 एकड़), जो जिस भी स्थिति में है, यथास्थिति पर हवाले खरीदार फर्म के करा दिया है । खरीदार फर्म उक्त विक्रीत रकबा की पूर्ण रूप से मालिक व काबिज हो गयी है । जो हक हकूक आज तक हमें उक्त विक्रीत रकबा की बाबत हासिल थे, खरीदार फर्म को हासिल हो गए हैं । आज के बाद हमारा व हमारे वारसान का कोई हक, हित व अधिकार उक्त विक्रीत रकबा की बाबत ना रहेगा । खरीदार फर्म को अधिकार होगा, कि वह उक्त विक्रीत रकबा को जैसे चाहे इस्तेमाल करे, तामीर करे, मुन्तकिल











करे, कोई उजर ना होगा । दाखिल खारिज कागजात माल में दर्ज व मंजूर करा देंगे, वरना खरीदार फर्म इस दस्तावेज की रूह से स्वंय करा लेवे, कोई उजर ना होगा । उक्त विक्रीत रकबा हर किस्म के मार से मारमुक्त है । अगर आज तक किसी किस्म का कोई नुक्स उक्त विक्रीत रकवा में निकलेगा या खरीदार फर्म अपने उपभोग के अधिकार से वंचित रहती है, तो उस स्रत में हम, हमारे वारिसान व हमारी दीगर सम्पत्ति जिम्मेवार व देनदार मय हर्जा खर्चा के रहेंगे । खर्चा बयनामा तमाम खरीदार फर्म ने स्वंय वहन किया है । अतः यह बयनामा सून समझकर बारजामन्दी खुद के तहरीर कर दिया कि सनद रहे वक्त जरूरत काम आवे ।

रत्तन

तहरीर दिनांक — 30.08.2018 Wil Ration

प्रमु

सत्तन – विक्रेतागण ।

खरीदार फर्म की ओर से -

अलब्द - रतीराम

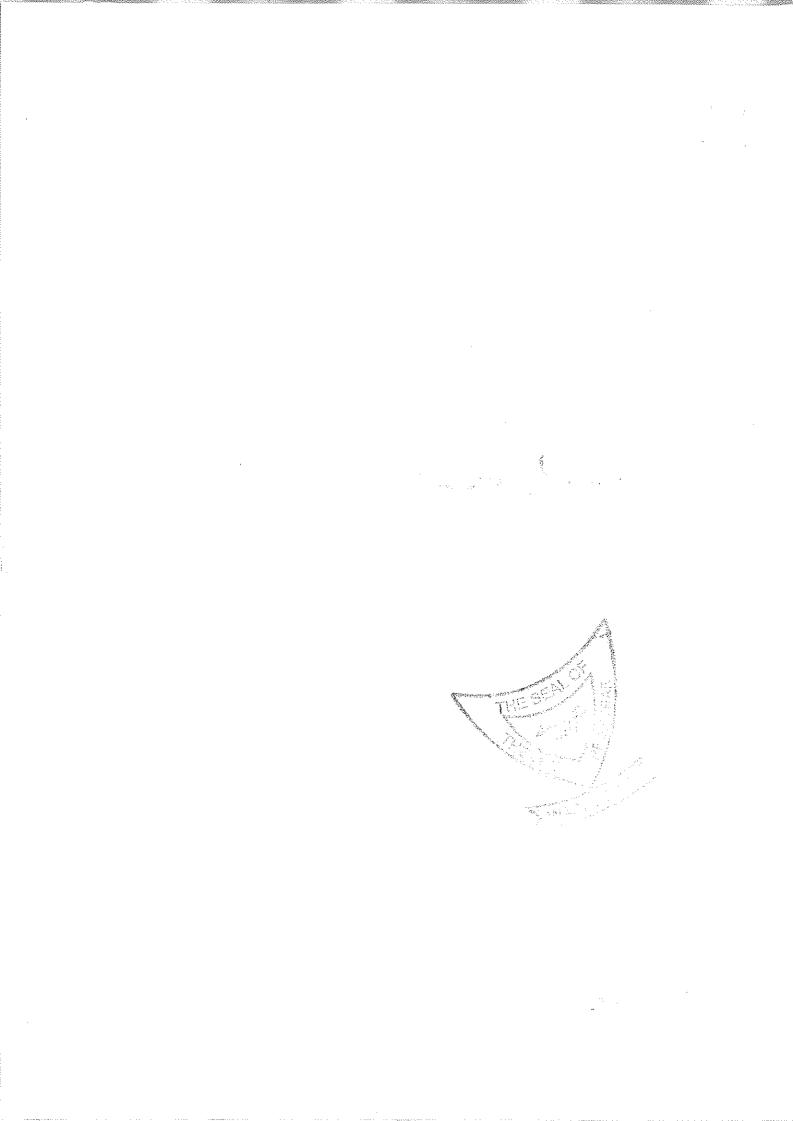
बजरिए अथोराईज्ड सिग्नेटरी श्री मनोहर धसमाना व गंगनदीप पांचाल, बरूवे कम्पनी रेजूलेशन दिनांक 27.08.2018 द्वारा अधिकृत

SISTOPS

गवाह -

गवाह - जगबीर पुत्र श्री प्रभुराम, नि0 - कादरपुर, उप0 तह0 वजीराबाद।

S.C. ARORA DISTT. COURT DISTT, COURTY, GUIDA ON Adhaar No-6712 1430 1712 PAN No. CCAF45675H



Sr. No. 1150 dated 13-12-2012
Certified Under Section 42 of the Indian Stamp Act, 1889, that Stamp
duty of Rs. 16,91,300/- (Rupees Sixteen hores Minerly
One Thousand Three Hundred only) has been
levied on this document and paid by M.S. Brahman City. ly 14d. 1206-13, Surya Kiran Building-19, Kasturba Gandh
Marg. New Delhi vide
Treasury Challan No. $T-1$ dated $1.3 \cdot 12 - 20/2$ for Rs. $3.38,25000/-$ in favour of
10

238 ×4 81-13 indistant Treasury Office
SOHNE | 7/1/1/

SALE DEED

VILLAGE NAME : Maidawas

MEASURMENT OF LAND : 12 Kanal 6 Marla

TRANSACTION VALUE : Rs. 3,38,25,000/-

STAMP DUTY : Rs. 16,91,300/-

STAMP NO./DATE : 1150 dt. 13.12.2012

TREASURY : Sub-Treasury Sohna

THIS SALE DEED is executed at Gurgaon on this $\frac{3 \text{ K}}{8 \text{ M}}$ day of $\frac{3 \text{ Dec. } 2012}{8 \text{ BY}}$

Jahr

प्रलेख नः 23874

	डीड सबंधी विव	वरण
डीड का नाम SALEOUTSIDE MC AI	REA	
तहसील/सब-तहसील गुडगांवा	गांव/शहर मैदावास	स्थित मैदावास
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	भूमि का विवर	ण
चाही	1 Acre	4 Kanal 6 Marla
-11(1	धन सबंधी वि	_{वं} वरण
राशि 33,825,000.00 रुपये स्टाम्प की राशि 1,691,300.00 रुपये	रजिस्ट्रेशन फीस की	कुल स्टाम्प डयूटी की राशि 1,691,300.00 रुपये राशि 15,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
	रूपये	

Drafted By: C.P.Batheja, ADv

यह प्रलेख आज दिनॉंक 08/01/2013 दिन मंगलवार समय 4:16:00PM बजे श्री/श्रीमती/कुमारी Layak Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sultan Singh निवासी Kadarpur, Sohna, Gurgaon द्वारा पॅंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकती

उप/सयुँक्त पँजीयन अधिकारी गृडगांवा

श्री Layak Ram thru (GPA), Birwati thru (GPA), M/s Gupta Promoters Pvt Ltd thru Rohit Harbola(OTHER), Suraj thru (GPA), Desh Raj thru (GPA), Gajraj thru (GPA)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी thru:-Shailendra 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 क्रेता ने मेरे समक्ष विक्रेता

को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Karan Singh Joon पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Sanjay Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sanwar Mal निवासी Signature Tower, Southcity-I, Gurgaon स्रोक्षिणी।न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 08/01/2013

उप / सयुँक्त पँजीयन अधिकारी गृडगांवा (1) Shri Layak Ram, 1/4 share, (2) Shri Suraj, 1/4 share, (3) Shri Desh Raj, 1/6 share, (4) Shri Gajraj, 1/6 share sons of Shri Sultan Singh and (5) Smt. Birwati W/o Shri Desh Raj. 1/6 share all resident of Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through their attorney Sh. Rohit Harbola, authorised signatory of M/s Gupta Promoters Pvt. Ltd., D-967, New Friends Colony, New Delhi vide a General Power of Attorney bearing Vasika No. 89 dated 21.09.2010 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.

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. 288, Khata No. 340 Rect. No. 25, Killa No. 17(0-13), 18(5-9), 23(6-4), total measuring **12 Kanal 6 Marla Salam** situated within the revenue estate of Village Maidawas, Tehsil & Distt. Gurgaon vide Jamabandi for the year 2004-2005 and sanctioned mutation No. 2905, 2909 (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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Reg. No.

Reg. Year

Book No.

23,874

2012-2013



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उप / सयुँक्त पँजीयन अधिकारी

- (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. 3,38,25,000/- 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. 3,38,25,000/- (Rupees Three Crore Thirty Eight Lacs Twenty Five 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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Reg. No.

Reg. Year

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Rohit Harbola

क्रेता

thru:- Shailendra Yadav

गवाह

Karan Singh Joon

गवाह

Canjay Kumar





"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



Reg. No. Reg. Year Book No.

23,874 2012-2013

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 23,874 आज दिनोंक 08/01/2013 को बही न: 1 जिल्द न: 13,024 हो पृष्ठ न: 159 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,625 के पृष्ठ सख्या 84 से 85 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।

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दिनॉंक 08/01/2013

उप / सर्युक्त पँजीयन अधिकारी

गुडगांवा

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 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 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. 288, Khata No. 340 Rect. No. 25, Killa No. 17(0-13), 18(5-9), 23(6-4), total measuring **12 Kanal 6 Marla Salam** situated within the revenue estate of Village Maidawas, Tehsil & Distt. Gurgaon vide Jamabandi for the year 2004-2005 and sanctioned mutation No. 2905, 2909.

Jahr.

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

SIGNED AND DELIVERED by the Within named VENDORS

- (1) Shri Layak Ram (2) Shri Suraj
- (3) Shri Desh Raj, (4) Shri Gajraj
- (5) Smt. Birwati through his attorney holder Mr. Rohit Harbola Authorised signatory of M/s Gupta Promoters Pvt. Ltd.

SIGNED AND DELIVERED by the Within named VENDEE

M/s Brahma City Pvt. Ltd.

through its authorized signatory

Mr. Shailendra Yadav

WITNESSES:1

KARAN SINGH JOON

Diett. Courts, Gurgaon

WITNESSES: 2

Sanjay kv. Slo Sanwar M 86 809, Signature Tower Gurgaon





SI No 580198 GSR / 001

ROOMBE

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)



Received a sum of Rs 5225,000

from Smi. / Shri M/S Brahma City Put Udd

slo, d/o, w/o residing at New Dollin STATE BANK OF INDIfor credit to Government of Harvana

account towards Stamp Duty.

Date

Place

STATE PARTY OF THE PARTY OF THE

ATEBANKOFINDIASTATED NDIASTATERAN APPINDIA NKOFINISTATEDIAK GANTEDIARROFINDIAS

VILLAGE NAME

URGAON MEASURMENT OF LA

TRANSACTION VALUE STAMP DUTY

STAMP DUTY STAMP NO.

ISSUED BY

Maidawas

38 Kanal 0 Marla

Rs. 10,45,00,000/-

Rs. 52,25,000/-Rs. 16,01,900/-

GSR/001:580198

Dated: 09.10.2012 SBI, Mehrauli Road, Gurgaon

THIS SALE DEED is executed at Gurgaon on this 30th day of Oct., 2012

हसील/सब-तहसील गुडगांवा	गांव/शहर मैदावास स्थित मैदावास
	भवन का विवरण
	भूमि का विवरण
	4 Acre 6 Kanal
तिश 104,500,000.00 रुपये	धन सबंधी विवरण कुल स्टाम्प डयूटी की राशि 5,225,000.00 रुपर्य रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये पेस्टिंग शुल्क 2.00 रुप

Drafted By: C P Bhateja Adv

यह प्रलेख आज दिनाँक 30/10/2012 दिन मंगलवार समय 12:59:00PM बजे श्री/श्रीमती/कुमारी Budhi @ Bidhi पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Gabdu निवासी kadarpur GGn द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतर्कर्ता

उप/सयुँकत पैजीयन अधिकारी गुडगांवा

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श्री Budhi @ Bidhi thru Amit Katyal(GPA)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru- Shailendra 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 क्रेता ने मेरे समक्ष 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 SC Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGN व श्री/श्रीमती/कुमारी KS joon पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGn ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 को पहचान करता है।

दिनॉंक 30/10/2012

उप / सयुँकत पँजीयन अधिकारी गुड़गांवा Sh. Budhi alias Bidhi son of Shri Gabdu alias Jabun R/o Village Kadarpur, Tehsil Sohna, Distt. Gurgaon through his attorney Sh. Amit Katyal S/o Shri O.P. Katyal resident of 406, 4th Floor, Elegance Tower-8, Jasola District Centre New Delhi vide a General Power of Attorney bearing Vasika No. 1697 dated 17.07.2010 registered in the office of Sub-Registrar Noida, Distt. Gautambudh Nagar, (hereinafter referred to as 'THE VENDOR') which expression shall mean and include his legal heirs, successors, executors, nominees and assigns) of the ONE PART. The actual owner is 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 Vendor herein is the absolute owner of the land bearing Khewat No. 287, Khata No. 339 Rect. No. 26, Killa No. 1(8-0), 2min(4-0), 3min (2-0) measuring 14 Kanal 0 Marla Salam and Khewat No. 325, Khata No. 385, Rect. No. 27, Killa No. 3(8-0), 4(8-0), 5/1(2-6), 6/3(2-6), 7(8-0), 8/1(7-12), 13/2(7-16), 14(8-0), 15/3(6-7), measuring 58 Kanal 7 Marla to the extent of 480/1167 share which comes to 24 Kanal 0 Marla (Total Admeasuring 38 Kanal 0 Marla) situated within the revenue estate of Village Maidawas, Tehsil & Distt. Gurgaon vide Jamabandi for the year 2004-2005 and sanctioned mutation No. 2864 (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 Vendors have 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.

18,144

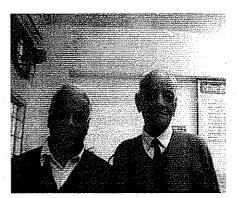
2012-2013



विकेता



क्रता



गवाह



उप / सयुँकत पँजीयन अधिकारी

विक्रेता Amit Katyal

केता Thru- Shailendra yadav

गवाह S C Arora

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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 his title thereto is good, marketable and subsisting and no third party has 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 that there is no bar or prohibition to acquire, hold or to sell the Said Land;
- (e) That the Vendor has 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 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.

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. 10,45,00,000/- and the Vendee has agreed to purchase the same.

AND WHEREAS the Vendor has represented that [his Attorney] has 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 a sum of Rs. 10,45,00,000/- (Rupees Ten Crore Forty Five Lacs only) already 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

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Reg. No. Book No. Reg. Year

18,144 2012-2013

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 18,144 आज दिनाँक 30/10/2012 को बही नः 1 जिल्द नः 13,017 के पृष्ठ न: 135 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,476 के पृष्ठ सख्या 4 से 6 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 ।

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दिनाँक: 30/10/2012

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उप / सयँकत पँजीयन अधिकारी का प्राप्त कर कर कर के अपने का का को अने का प्राप्त अवस्था है। अने का कि का **गृहेगांवा** के किया न



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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 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.

- 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 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

Not

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 the Vendor hereby assures and declares 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 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. 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 Vendor 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].

NA

- 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 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 the 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. 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.
- 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. 287, Khata No. 339 Rect. No. 26, Killa No. 1(8-0), 2min(4-0), 3min (2-0) measuring 14 Kanal 0 Marla Salam and Khewat No.

325, Khata No. 385, Rect. No. 27, Killa No. 3(8-0), 4(8-0), 5/1(2-6), 6/3(2-6), 7(8-0), 8/1(7-12), 13/2(7-16), 14(8-0), 15/3(6-7), measuring 58 Kanal 7 Marla to the extent of 480/1167 share which comes to 24 Kanal 0 Marla (Total Admeasuring 38 Kanal 0 Marla) situated within the revenue estate of Village Maidawas, Tehsil & Distt. Gurgaon vide Jamabandi for the year 2004-2005 and sanctioned mutation No. 2864.

IN WITNESS WHEREOF, the parties hereto have signed this Sale Deed at Gurgaon 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 Sh. Budhi alias Bidhi through his attorney holder 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

Advocate District Courts, Curgaon WITNESSES: 2

Adjustite Distt. Courts, Gurgaon