

STATE BANK OF INDIA

Sl No. 677727

GSR/002

RECEIPT

STATE BANK OF INDIA

महरोली रोड, गुडगाँव (01565)
Mohrauli Road, Gurgaon (01565)

Branch

Code No.

Received a sum of ₹ 10,00,000/-

(Rupees Ninety Lacs only)

From Smt./Shri JMS Buildtech Pvt Ltd

sto, d/o, who

residing at

Gurgaon

for credit to Government of Haryana

account towards Stamp Duty.

Date 13 OCT 2015
Place GURGAON

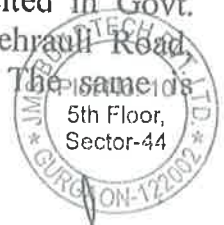


14073
19/10/2015
(Signatures of Authorised Officer)

CONVEYANCE DEED

- | | | | |
|----|---------------------------|---|--|
| 1. | Type of Deed | : | Conveyance Deed |
| 2. | Village/ city Name & Code | : | Wazirpur, Tehsil and District Gurgaon, Comprised in Sectors 92, 93 And 95. |
| 3. | Unit land | : | measuring 2 acres. |
| 4. | Type of property | : | Commercial. |
| 5. | Transaction value | : | Rs. 18,00,00,000/- |
| 6. | Stamp duty | : | Rs. 90,00,000/- |

The Stamp Duty for this Conveyance/Sale Deed has been deposited in Govt. Treasury, Gurgaon A/c at State Bank of India, Main Branch, Mehrauli Road Gurgaon vide Receipt No. GSR/002: 677727, dated 13-10-2015. The same is pasted on this Conveyance/Sale deed.



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प्रलेख नः 17073

दिनांक 14/10/2015

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE OUTSIDE MC AREA
तहसील/सब तहसील	गुडगाँवा
गांव/शहर	हुड्डा के रोकर
धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई	180,000,000.00 रुपये
रजिस्ट्रेशन फीस की राशि	15,000.00 रुपये
स्टाम्प ड्यूटी की राशि	9,000,000.00 रुपये
पेस्टिंग शुल्क	2.00 रुपये

Service Charge: 200.00 रुपये

Drafted By: C.L.Arora, Adv.

यह प्रलेख आज दिनांक 14/10/2015 दिन बुधवार समय 3:58:00PM बजे श्री/श्रीमती/कुमारी M/s Ramprastha Buildcon Pvt
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-10, C Block Market, Vasant Vihar, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया
गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

श्री M/s Ramprastha Buildcon Pvt Ltd thru Joginder Singh(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी thru:- Puhpender Singh क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने
सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री
निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Yatinder Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Jitender Singh निवासी Wazirpur,
Gurgaon साक्षी नः 1 के साथ ही साक्षी नः 2 की पहचान करता है।

दिनांक 14/10/2015

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

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

उप / संयुक्त पंजीयन अधिकारी
गुडगाँवा

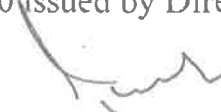
This Conveyance deed is executed at Gurgaon on this 11th day of October, 2015, by M/s. Ramprastha Buildcon Pvt. Ltd. having its office at C-10, C Block Market, Vasant Vihar, New Delhi through Shri Joginder Singh duly authorized vide resolution dated 08.10.2015 passed by Board of Directors of the company hereinafter called the 'VENDOR' (which expression shall unless repugnant to the context hereof mean and include its successors, administrators, executors and assigns etc.)

IN FAVOUR OF

M/s. JMS Buildtech Pvt. Ltd. having its office at Plot No. 10, 5th floor, Sector 44, Gurgaon through Shri Pushpender Singh duly authorized vide resolution dated 2nd September 2014 passed by Board of Directors of the company hereinafter called the 'VENDEE' (which expressions shall unless repugnant to the context hereof mean and include its successors, administrators, executors and assigns etc.).

WHEREAS

- A) License bearing no.44 of 2010 dated 09.06.2010 was granted by the Director, Town & Country Planning, Haryana, Chandigarh for development of a residential plotted colony known as Ramprastha City on 128.594 acres of land comprised in revenue estate of Wazirpur, and Mevka Tehsil and District Gurgaon and comprised in Sectors 92, 93 and 95 District Gurgaon in favour of the VENDOR and others. In terms of aforesaid license a commercial project measuring 2 acres could be developed as part of aforesaid licensed colony. This fact is specifically mentioned in memo dated 2.03.2010 issued by Director, Town & Country



Rep No

Rep Year

Book No

100

201-2016

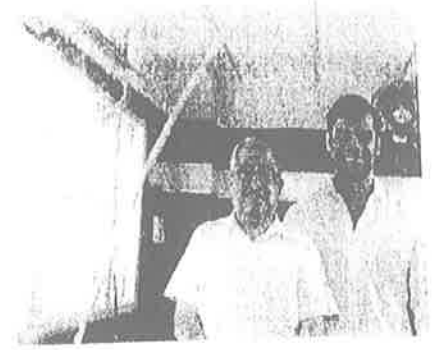
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विक्रेता




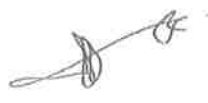






क्रेता



गवाह



उप /सयुक्त पंचायत अधिकारी

विक्रेता	Joginder Singh		
क्रेता	thru:- Puhpender Singh		
गवाह	C.L.Arora		
गवाह	Yatinder Chauhan		

Planning, Haryana, Chandigarh prior to the license. The aforesaid license has been renewed vide memo dated 08/09/2014 issued by Director, Town & Country Planning, Haryana, Chandigarh.

- B. The zoning plan for the commercial area measuring 2 acres forming part of the aforesaid residential plotted colony licensed to M/s. Ramprastha Estates Pvt. Ltd. etc. was approved on 20.03.2015 vide Drawing No. DG/TCP 5101 dated 20-03-2015. The copy of approved Zoning Plan is attached with this Deed As **Annexure-1**
- C. The VENDOR has conveyed to the VENDEE that the aforesaid land measuring 2 acres subject matter of this conveyance deed is part of land bearing Rect. no. 72 killa nos. 13 min (2-0), 14min (5-10), 17(5-16) 18min (2-14), total fields 4, total area 16 Kanal 0 Marla situated in revenue estate of Wazirpur, Tehsil and District Gurgaon and the same has hereinafter been referred to as 'said land'. The said land subject matter of this conveyance deed is bounded as under:-

North	:	96.07 Mtrs- 60 Meter wide sector 93-94 road.
South	:	57-10 Mtrs.-Other's land.
East	:	97.48 Mtrs- 60 Meter wide sector 92-93 road.
West	:	63.07+63.61 Mtrs.- village Hayatpur.

- D. WHEREAS the license referred to above had been granted in favour of M/s. Ramprastha Estates Pvt. Ltd. having its office at C-10, C Block Market, Vasant Vihar, New Delhi. Due to this reason the said company has also participated in the execution and registration of this conveyance




Rep. No.	Rep. Year	Book No.
17073	2011-2016	5

प्रमाण पत्र

प्रमाणित किया जाता है कि यह पत्थर नमूनांक 17,073 आज दिनांक 14/10/2015 को बली नं: 1 जिल्द नं: 13,132 के पृष्ठ नं: 63 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बली सख्या 1 जिल्द नं: 4,624 के पृष्ठ सख्या 60 से 61 पर लिपिकई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और मालिकों ने अपने दस्तावेज/निशान अंगुलि घेरे सामने किये है ।

दिनांक 14/10/2015


उप/सूचित पंजीयन अधिकारी
मुडगाँवा

deed as CONFIRMING PARTY through Shri Joginder Singh duly authorized vide resolution dated 08th October 2015 passed by Board of Directors of the said company. The CONFIRMING PARTY admits and acknowledges the correctness of contents of this conveyance deed and confirms that the same shall be binding on the CONFIRMING PARTY with full force and effect.

- F. AND WHEREAS the VENDOR for its bonafide needs and requirements being full-fledged owner in possession of the aforesaid property alongwith all rights appurtenant thereto has sold all rights in respect of said land described above alongwith right to promote, develop, construct and sell commercial complex on the aforesaid land to the extent of entire sanctioned FSI at the ratio of 1.5 calculated over the entire land in question (the permissible duly sanctioned FAR) and the VENDEE has purchased the same on the following terms and conditions:-
- F. That the total sale consideration regarding the said land and all rights appurtenant thereto including the right to promote, develop, construct and sell commercial complex with permissible Floor Area Ratio of 1.5 calculated over the entire land in question has been settled at Rs. 18,00,00,000/- (Rupees Eighteen Crore only). That the sale consideration amount of Rs.18,00,00,000/- (Rupees Eighteen Crore only) has been paid by the vendee to the Vendor in the following manner:-




S No	Cheque No	Amount	Bank
1	146917	50,00,000/-	State Bank of Hyderabad
2	146918	2,00,00,000/-	State Bank of Hyderabad
3	146919	2,00,00,000/-	State Bank of Hyderabad
4	146920	2,00,00,000/-	State Bank of Hyderabad
5	146921	2,50,00,000/-	State Bank of Hyderabad
6	146875	1,00,00,000/-	State Bank of Hyderabad
7	146876	1,00,00,000/-	State Bank of Hyderabad
8	146877	1,00,00,000/-	State Bank of Hyderabad
9	146878	1,00,00,000/-	State Bank of Hyderabad
10	146884	1,25,00,000/-	State Bank of Hyderabad
11	146885	1,25,00,000/-	State Bank of Hyderabad
12	146886	1,25,00,000/-	State Bank of Hyderabad
13	146887	1,25,00,000/-	State Bank of Hyderabad

1. That payment of sale consideration amount has been made by the vendee by way of cheques referred to above specifically at the behest and instance of the vendor and on the categorical representation of the vendor that the same shall be in valid and lawful discharge of financial liability of the vendee to make payment of the sale consideration amount in respect of the said land. The above said payment of sale consideration amount is subject to deduction of TDS. The Vendee understands and confirms its obligation to deduct and deposit applicable TDS with government treasury without any liability and obligation of the Vendor.
2. That the aforesaid sale consideration is exclusive of external development charges and Infrastructure Development Charges amounting to Rs.6,30,69,800/- (Rupees Six Crore Thirty Lakh Sixty Nine Thousand Eight Hundred only). The VENDOR has already paid the licence fee and all requisite charges for obtaining sanctions and approvals to the concerned authorities. The sale consideration amount referred to above includes all amounts paid to Town and Country Planning Department till date of




execution and registration of instant conveyance deed. The sale consideration amount referred to above includes but is not confined to licence fee, conversion charges, scrutiny fee, and internal development charges, paid to the competent authorities. It is agreed and understood between the parties that in case any additional License fee/ Scrutiny charges are imposed subsequently by Town and Country Planning Department which is required to be paid for development of a commercial project over the aforesaid land, the same shall be liable to be paid by the VENDOR provided the same pertains to the period ending on the date of execution and registration of instant conveyance deed in favour of the VENDEE notwithstanding the fact that demand for the same is raised by the concerned agencies subsequently. The VENDOR has paid requisite fees for renewal of license till December, 2016. Any increase/enhancement in such charges or any additional charges/taxes/fees/levy demanded after the date of execution of the conveyance deed, shall be borne by the VENDEE.

3. That in case any renewal of licence is required or any additional charges are payable to the concerned authorities for the period pursuant to the execution and registration of this conveyance deed all such expenses shall be paid qua the aforesaid property by the VENDEE after the registration of this conveyance deed.
4. That the VENDEE has borne the stamp, registration and legal expenses for this conveyance deed.



5. That the VENDOR has delivered the actual, physical possession of the said land at the spot to the VENDEE. The VENDOR covenants that the VENDEE shall be entitled to peaceful and quite enjoyment of the said land without any let, hindrance, interruption or disturbance from the VENDOR/CONFIRMING PARTY or from anyone claiming through or under the VENDOR and without interference from anyone else. The VENDEE shall be entitled to use and utilize the aforesaid land in accordance with the terms and conditions imposed by the concerned authorities. The VENDEE is now full fledged owner in possession of the said land alongwith all rights, easements, privileges etc. appurtenant thereto and the VENDOR/CONFIRMING PARTY is/are not left with any right, interest or title therein.
6. That the VENDOR hereby assures the VENDEE and covenants that it has got a clear marketable title in respect of the above said property and is entitled to sell the same. The VENDOR/CONFIRMING PARTY have also assured the VENDEE that the aforesaid property is free from all types of disputes, restraint orders, attachment etc. and that no litigation or dispute whatsoever is pending in respect of the same before any court or authority. The VENDOR/CONFIRMING PARTY have further assured the VENDEE that they have not entered into any agreement of sale relating to the said land with any other person and that it was its absolute owner in possession. The VENDOR/CONFIRMING PARTY have further assured the VENDEE that it has not executed any prior agreement of sale in respect of said land in favour of any other person/company/entity.



7. That the VENDOR/CONFIRMING PARTY have assured the VENDEE that there are no dues, encumbrances, charges, liens, mortgages, cesses, rates or taxes due or outstanding to any one in respect of the aforesaid property and in case any such amounts are found payable till date, the same shall be paid by the VENDOR. The VENDOR has sold the aforesaid land absolutely to the VENDEE alongwith all rights and easements, appurtenant thereto. The VENDOR/CONFIRMING PARTY have further confirmed that all licenses/sanctions pertaining to the aforesaid commercial project are valid and subsisting. VENDOR/CONFIRMING PARTY have conveyed to the Vendee that there is no legal impediment which prohibits VENDOR from executing and proceeding to register the present conveyance deed and/or transferring/conveying title and possession with regard to the said land. The VENDOR/CONFIRMING PARTY have assured the VENDEE that the VENDOR/CONFIRMING PARTY have no objection in Vendee connecting the commercial complex plot on the aforesaid land to the common electricity feeder to be provided in the Plotted Colony. The VENDOR/CONFIRMING PARTY also have no objection in Vendee connecting the commercial complex to the common water and sewerage facilities to be provided in the Plotted colony with adequate load as may be required by the VENDEE for the commercial complex. The proportionate costs, including deposits if any, related to the provision of electricity load will be borne by the VENDEE so that the same can be effectively used and utilized by the VENDEE or persons claiming under it. Regular water consumption, Sewerage charges and maintenance charges shall be paid by the VENDEE to the VENDOR/CONFIRMING PARTY or designated maintenance agency as per the Maintenance Agreement to be executed in future. That the



VENDOR/CONFIRMING PARTY have assured the VENDEE that they shall execute all such requisite documents as may be required for confirmation of the absolute transfer of the aforesaid property in favour of the VENDEE. However, all expenses in this behalf shall be borne by the VENDEE. The VENDEE on its own shall get mutation sanctioned on the basis of this registered conveyance deed and shall get its substituted in the relevant records. Any increase/enhancement in Infrastructure development charges, and external development charges, payable to the competent authorities demanded after the execution of this conveyance deed shall be borne exclusively by the VENDEE. The VENDEE shall develop the aforesaid property and construct thereon the commercial complex strictly in accordance with the approved building plans and as per designs and specifications approved by the concerned regulatory authorities and in full conformity and compliance with all laws, rules, regulations, licenses and approvals applicable thereto. In case the VENDEE infringes any laws, bye-laws, rules or regulations, in that event all consequences and liabilities thereof shall be borne exclusively by the VENDEE. In case any refunds of fixed deposits etc. are made by any department after the execution of this conveyance deed in the name of the VENDEE, the same shall be reimbursed within (two months) of receipt thereof to the VENDOR provided they pertain to the period prior to execution and registration of this conveyance deed failing which the VENDEE shall be liable to pay interest at the rate of (12%) per annum. Such amount and interest accrued thereupon shall constitute a first charge on the aforesaid property.

8. That VENDOR/CONFIRMING PARTY shall, from time, sign all applications, papers and documents and do all acts, deeds and things as the VENDEE may reasonably require for obtaining any permissions, approvals,



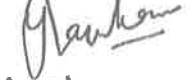
building plan sanctions, certificates with respect to the commencement and completion of construction and approval of services. However, all deposits, fees, charges and expenses in this regard shall be borne and paid by the VENDEE.


9. That in case any of the representations made by the VENDOR/CONFIRMING PARTY are found to be incorrect so as to cause loss of possession/control of the VENDEE due to any concealment or defect in the title of the VENDOR/CONFIRMING PARTY or any loss is caused to the VENDEE/its customers due to defect in title of the VENDOR, in that event VENDOR/CONFIRMING PARTY shall be liable and responsible to indemnify/make good the loss, damages etc. suffered by the VENDEE its customers/tenants/licencees or its nominee(s) including but not confined to business losses suffered by the VENDEE.

IN WITNESS WHEREOF the VENDOR has executed this conveyance deed in favour of the VENDEE on the date and place first mentioned above.

WITNESSES:

1. 
C.L. ARORA
Advocate
Distt. Courts, Gurgaon


2. 
Mr. YATINDER Chauhan
S/O Sh. Jitender Singh
R/o. V.P.O. Wazirpur
Teh & Distt. Gurgaon


Drafted at sl. No. 8529
C. L. ARORA
Advocate
Distt. Courts, Gurgaon


VENDOR


M/s. Ramprastha Buildcon Pvt. Ltd.,
through its duly authorized person

VENDEE


M/s. JMS Buildtech Pvt. Ltd. through
its Director and duly authorized
person

CONFIRMING PARTY


M/s. Ramprastha Estates Pvt. Ltd.,
through its duly authorized person