

1392

on Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 07/07/2020

Certificate No. E0G2020G76

SRN No. 65502342

Stamp Duty Paid : ₹ 23036000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Druzba Overseas Pvt Ltd

Plot No/Floor : Ot14

Sector/Ward : 76

LandMark : 3rd floor next door parklands

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 98*****97

Others : Etc



Buyer / Second Party Detail

Name : Godrej Properties Ltd

Plot No/Floor : X

Sector/Ward : X

LandMark : Godrej one 5th floor pirojshanagar

City/Village : Mumbai

District : Vikhroli east

State : Maharashtra

Phone : 98*****14

Purpose : SALE DEED



The authenticity of this

scanning this QrCode Through smart phone or on the website <https://registrar.haryana.gov.in>

This Stamp Paper forms an integral part of the
Sale deed dated 10.07.2020



प्रलेख नः 1392

दिनांक: 10-07-2020

डीड का नाम SALE OUTSIDE MC AREA		डीड संबंधी विवरण
तहसील/सब-तहसील फरीदाबाद	गांव/शहर खेडी खेद खेडी खेद खेडी खेद स्थित खेडी खेद	खेडी खेद खेडी खेद खेडी खेद खेडी खेद
भवन का विवरण		
भूमि का विवरण		
कृषि चाही	74 Kanal 73 Marla	
धन संबंधी विवरण		
राशि 460700000 रुपये	कुल स्टाम्प ड्यूटी की राशि 23035000 रुपये	
स्टाम्प नं : e0g2020g76	स्टाम्प की राशि 23036000 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan: 65513720	पेस्टिंग शुल्क 3 रुपये
Drafted By: Self		Service Charge: 200

यह प्रलेख आज दिनांक 10-07-2020 दिन शुक्रवार समय 6:50:00 PM बजे श्री/श्रीमती/कुमारी Druzba overseas pvt. ltd and others thru manik malik पुत्र . निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Druzba overseas pvt. ltd and others thru manik malik

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

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

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दिनांक 10-07-2020

Druzba overseas pvt. ltd and others thru manik malik

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Godrej properties ltd thru Digvijay yadav पुत्र . हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेर भूमि विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी anshu jure पिता श्री/श्रीमती/कुमारी fbd व श्री/श्रीमती/कुमारी virender Lal पिता chhaddu Lal निवासी fbd ने की।

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

दिनांक 10-07-2020

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

Mohit



Joe

SALE DEED

This Sale Deed ("Sale Deed") is made and executed at Faridabad, on this the 10th day of July 2020 ("Execution Date"):

AMONGST

1. **DRUZBA OVERSEAS PRIVATE LIMITED**, (CIN: U74899HR1995PTC080937) (PAN: AABCD5112E), a company registered under the Companies Act, 1956, having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76 Faridabad, Haryana, 121004, acting through its authorized representative, Mr. Manik Malik, duly authorized *vide* a board resolution dated 24 June 2020 (hereinafter referred to as "DOPL", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns);

AND

2. **SHALIMAR TOWN PLANNERS PRIVATE LIMITED**, (CIN: U74899HR1995PTC081783) (PAN: AABCS5851R), a company registered under the Companies Act, 1956, having its registered office at OT-15, 3rd Floor, Next Door, Parklands, Sector-76 Faridabad, Haryana, 121004, acting through its authorized representative, Mr. Manik Malik, duly authorized *vide* a board resolution dated 24 June 2020 (hereinafter referred to as "STPL", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns);

AND

3. **FRAGRANCE CONSTRUCTIONS PRIVATE LIMITED**, (CIN: U70101HR1996PTC081886) (PAN: AAACF1922H), a company registered under the Companies Act, 1956, having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76 Faridabad, Haryana, 121004, acting through its authorized representative, Mr. Manik Malik, duly authorized *vide* a board resolution dated 24 June 2020 (hereinafter referred to as "FCPL", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns);

AND

4. **COUNTRYWIDE PROMOTERS PRIVATE LIMITED**, (CIN U70101HR1996PTC082720) (PAN: AAACC5280H), a company registered under the Companies Act, 1956, having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76 Faridabad, Haryana, 121004, acting through its authorized representative, Mr. Manik Malik, duly authorized *vide* a board resolution dated 24 June 2020 (hereinafter referred to as "CPPL" or "Collaborator", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns);

AND

5. **GODREJ PROPERTIES LIMITED**, (CIN: L74120MH1985PLC035308) (PAN: AAACG3995M) company registered under the Companies Act, 1956, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 and an office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram 122002,

Government of Haryana

Valid Upto: 11-07-2020 (Cash)
05-07-2020 (Chq/DD)

GRN No.: 0065513720 Date: 04 Jul 2020 13:25:11

Office Name: 0364-Sub Divisional Officer Civil

Treasury: Faridabad

Period: (2020-21) One Time

Head of Account	Amount ₹
0030-03-104-99-51 Fees for Registration	50100
PD AcNo	0
Deduction Amount ₹	0
Total/Net Amount ₹	50100

₹ Fifty Thousands One Hundred and Rupees

Tenderer's Detail

GPF/PRAN/INPact. no./VehicleNo/TaxId:-

PAN No:-

Tenderer's Name: Godrej Properties Ltd

Address: Gurugram

Particulars: sale deed Registration fee

Cheque/DD-
Detail: Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 000150925031304072020

Payment Date: 04/07/2020

Bank: SBI Aggregator

Status: Success

Government of Haryana

Valid Upto: 11-07-2020 (Cash)
05-07-2020 (Chq/DD)

GRN No.: 0065513720 Date: 04 Jul 2020 13:25:11

Office Name: 0364-Sub Divisional Officer Civil

Treasury: Faridabad

Period: (2020-21) One Time

Head of Account	Amount ₹
0030-03-104-99-51 Fees for Registration	50100

PD AcNo 0

Deduction Amount ₹ 0

Total/Net Amount ₹ 50100

₹ Fifty Thousands One Hundred and only

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:-

Tenderer's Name: Godrej Properties Ltd

Address: gurugram

Particulars: sale deed Registration fee

Cheque/DD-
Detail: Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 000150925031304072020

Payment Date: 04/07/2020

Bank: SBI Aggregator

Status: Success



For use in receiving bank for individual stamps etc. after verifying successful/ Account Prepared

acting through its authorized representative Mr. Digvijay Yadav, duly authorized vide board resolution dated 22 June 2020 (hereinafter referred to as "**Purchaser**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns);

AND

6. **BPTP LIMITED**, a company registered under the Companies Act, 1956, having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76 Faridabad, Haryana, 121004 (CIN U45201HR2003PLC082732), acting through its authorized representative, Mr. Manik Malik, duly authorized vide a board resolution dated 30 June 2020 (hereinafter referred to as "**Confirming Party**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns).

(DOPL, STPL, FCPL and CPPL are hereinafter collectively referred to as the "**Sellers**").

(The Sellers and Purchaser are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**").

WHEREAS SELLERS HAVE JOINTLY AND SEVERALLY REPRESENTED TO THE PURCHASER THAT:

- A. The Sellers are the absolute and lawful owners, of a contiguous freehold parcel of land admeasuring 77 Kanal 13 Marla (9.706 acres) situated at Sector 83, Village Kheri Khurd and Bhatola, Tehsil & District Faridabad ("**Subject Lands**"). The Subject Lands are more particularly described in **Schedule-I** hereto and demarcated/ delineated in blue colour on the plan attached as **Schedule-II** hereto. The description of Subject Lands as provided in **Schedule-I** and the demarcation as provided in **Schedule-II** is true and accurate;
- B. The Sellers are affiliate companies/ group companies of the Confirming Party, and are vested with absolute ownership and clear and marketable title on their respective portions of Subject Lands along with the all rights, interest including development rights thereto, free from any Encumbrance (defined hereinafter), and are seized of and are in absolute, lawful, physical, unencumbered, unfettered and unhindered possession of the Subject Lands. The Sellers had acquired the absolute title and all rights to the Subject Lands vide the title documents identified under **Schedule-III** attached hereto ("**Title Deeds**"), and are recorded as the owners and in possession of their respective portions out of the Subject Lands in all government records including the Record of Rights (Jamabandi). The respective shares of the Sellers in the Subject Lands and the title deeds and mutations with regard to their title, as provided in **Schedule-III** hereto, are true, correct and accurate;
- C. CPPL had entered into various collaboration agreements with the other Sellers entities for land parcels comprised in Subject Lands, for the construction and development of real estate projects on the land parcels comprised in the Subject Lands as detailed in **Schedule-III-A** hereto ("**Collaboration Agreements**");
- D. The Director General, Town and Country Planning, Haryana, Chandigarh ("**DTCP**") has granted a license bearing no. 83 of 2019 vide Letter no. LC-4001-JE(SK)-2019/18080 dated 30 July 2019, valid up to 29 July 2024 to CPPL, in respect of the land parcels comprised in the Subject Lands ("**License**"), under Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 and notifications, circulars, policies, orders etc. issued by DTCP (collectively "**Act**") for



setting up of an affordable plotted housing under Deen Dayal Jan Awas Yojna on the Subject Lands in favour of Sellers; and the said License has been obtained in accordance with Applicable Law, is valid and subsisting and there exists no facts, circumstances or event which shall render the License void, voidable, repudiated, revoked or frustrated, capable of rescission for any reason whatsoever;

- E. DTCP has vide its Letter dated 20 March 2020 granted an in-principle approval ("**In-Principle Approval**") for sale of Subject Lands and transfer of License in favour of the Purchaser. The In-Principle Approval is valid and subsisting and the same is annexed herewith and marked as **Annexure-A** hereto.

AND WHEREAS the Sellers and Purchaser had entered into an Agreement to Sell dated 29 January 2020 and an Amendment no. 1 dated 14 March 2020 (together referred to as the "**ATS**") wherein the Sellers had agreed to sell, transfer and convey the Subject Lands to the Purchaser, and the Purchaser had agreed to purchase and acquire the Subject Lands on fulfilment of certain conditions as enumerated therein. The Sellers have confirmed that they have complied with all the obligations and conditions contained in the said ATS, pursuant to which Sellers have offered to sell and convey the Subject Lands free from any Encumbrances, to the Purchaser herein for a consideration as stated in Clause 4 herein.

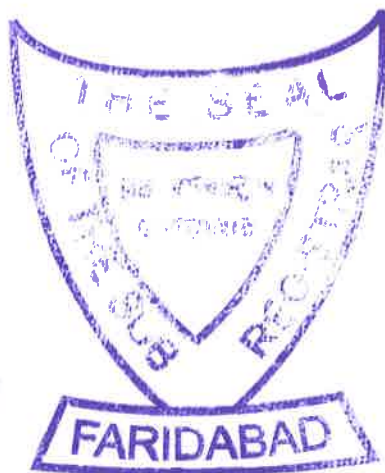
AND WHEREAS, relying on the representations, warranties and covenants of the Sellers and the Confirming Party, the Purchaser and the Sellers have entered into this Sale Deed, for good and adequate consideration, to effect immediate, absolute, unconditional and irrevocable, sale, transfer, assignment and conveyance of the Subject Lands (together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Lands) from the Sellers to the Purchaser.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AND THIS SALE DEED WITNESSETH AS UNDER:

1. DEFINITIONS

In this Sale Deed, the following words shall have the meanings as assigned to them herein below:

- 1.1. "**Act**" shall have the meaning as ascribed to it Recital D;
- 1.2. "**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Sale Deed or thereafter;
- 1.3. "**Balance Sale Consideration**" shall have the meaning ascribed to it under Clause 4.3 herein;
- 1.4. "**Balance Sale Consideration-1A**" shall have the meaning ascribed to it under Clause 4.4 (a) herein;
- 1.5. "**Balance Sale Consideration-1B**" shall have the meaning ascribed to it under Clause 4.4 (b) herein;
- 1.6. "**Balance Sale Consideration-2**" shall have the meaning ascribed to it under Clause 4.4 (c) herein;



- 1.7. **"Business Day"** shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Delhi, Gurgaon and Mumbai, India;
- 1.8. **"Collaboration Agreements"** shall have the meaning ascribed to it under Recital C;
- 1.9. **"DTCP"** shall have the meaning ascribed to it under Recital D;
- 1.10. **"EDC"** shall mean external development charges payable to DTCP;
- 1.11. **"Encumbrance"** shall mean any disputes, litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any governmental authority(ies) or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, boundary dispute, dispute/defect in relation to possession, title retention agreement, voting trust agreement, interest, option, charge, commitment, restriction or limitation of any nature, default or notice / claim by any government authority(ies), DTCP, of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the licenses or approvals procured with respect to the Project, 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;
- 1.12. **"Escrow Account"** shall mean the bank account which is to be operated as per the Escrow Agreement;
- 1.13. **"Escrow Agent"** shall mean the escrow agent jointly appointed by the Parties as per the Escrow Agreement;
- 1.14. **"Escrow Agreement"** shall mean the escrow agreement mutually executed amongst the Parties and Escrow Agent;
- 1.15. **"GPL SC Cost"** shall have the meaning ascribed to it under Clause 6.5 herein;
- 1.16. **"IDC"** shall mean infrastructure development charges payable to DTCP;
- 1.17. **"In-Principle Approval"** shall have the meaning ascribed to it under Recital E;
- 1.18. **"License"** shall have the meaning ascribed to it under Recital D;
- 1.19. **"Part Sale Consideration"** shall have the meaning ascribed to it under Clause 4.3 herein;
- 1.20. **"Project"** shall mean the real estate development on the Subject Lands to be developed in terms of the License;



- 1.21. "**Road-1**" shall mean a 24 meter wide metalled black top road connecting the Road-2 to the 75 meter wide sector road and demarcated in yellow colour in the plan attached as **Schedule-IV** hereto;
- 1.22. "**Road-2**" shall mean a 24 meter wide road connecting Subject Lands through Road-1 to the 75 meters wide sector road and as demarcated in green in **Schedule-IV** hereto;
- 1.23. "**Sale Consideration**" shall have the meaning ascribed to it in Clause 4.1 herein;
- 1.24. "**Show Cause Notice**" shall have the meaning ascribed to in Clause 6.5 herein;
- 1.25. "**Show Cause Cure Period**" shall have the meaning ascribed to in Clause 6.5 herein;
- 1.26. "**Step-in Reimbursement Amount**" shall have the meaning ascribed to it in Clause 6.3 (a);
- 1.27. "**Subject Lands**" shall have the meaning ascribed to it in Recital A herein;
- 1.28. "**Title Deed Escrow Agent**" shall mean the escrow agent jointly appointed by the Parties as per the Title Deed Escrow Agreement;
- 1.29. "**Title Deed Escrow Agreement**" shall mean the title deeds escrow agreement mutually executed amongst the Parties and Title Deed Escrow Agent;
- 1.30. "**Title Deeds**" shall have the meaning ascribed to it in Recital B herein;
- 1.31. "**Title Risk**" shall mean any defect/ claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Lands which may be raised/ made by any third party, including any person acting under/ through or on behalf of Sellers;
- 1.32. "**Title Risk Notice**" shall have the meaning as ascribed to it in Clause 6.3 herein;
- 1.33. "**Transfer Order**" shall mean the final order / approval issued by DTCP under the Act, transferring the License (without any contingencies for transfer other than customary terms and conditions) with respect to the Subject Lands in favour of the Purchaser and no term of which final order / approval is in addition to/contradiction with any terms of the In-Principal Approval; and
- 1.34. "**TR Cure Period**" shall have the meaning as ascribed to it in Clause 6.3 herein.

2. INTERPRETATION

- 2.1. In this Sale Deed, unless the contrary intention appears, any reference to any statute or statutory provision shall include:
- (a) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Sale Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Sale Deed and (to the extent liability thereunder may exist or can arise) shall



include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 2.2. any reference to the singular shall include the plural and vice-versa;
- 2.3. any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Sale Deed. The Schedules and Annexure to this Sale Deed shall form an integral part of this Sale Deed;
- 2.4. references to this Sale Deed or any other agreement shall be construed as references to this Sale Deed or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- 2.5. each of the representations and warranties provided in this Sale Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Sale Deed limits the extent or application of another Clause or any part thereof;
- 2.6. "in writing" includes any communication made by letter, fax or e-mail;
- 2.7. references to a person (or to a word importing a person) shall be construed so as to include individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- 2.8. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 2.9. all obligations of the Sellers as contained in this Sale Deed shall be deemed to be joint and several; and
- 2.10. all the recitals to this Sale Deed shall form an integral and operative part of this Sale Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. SALE OF SUBJECT LANDS

- 3.1. The Sellers hereby, unconditionally, irrevocably and forever, sell, transfer, convey and assign all their respective rights, interests and titles in the Subject Lands together with all development rights, liberties, estate, easements, privileges, appurtenances and benefits thereto to the Purchaser free from any and all Encumbrance, and the Purchaser acquires the same from the Sellers, free from all Encumbrance into or upon the same and every part of the Subject Lands along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Lands.
- 3.2. The Sellers and Confirming Party hereby confirm and declare that, as of the Execution Date, they (or any person claiming through or under them) have no residual rights in relation to the Subject Lands surviving in their favour and the entire right, title and interest of the Sellers in the Subject Lands, stands fully extinguished and transferred to the Purchaser. Any rights, benefits or entitlements accruing to the Subject Lands after the Execution Date, shall be construed as the sole right and property of the Purchaser to the complete exclusion of the Sellers.



- 3.3. Simultaneous with the execution of this Sale Deed, the Sellers have handed over actual, legal, physical un-Encumbered, unhindered, unfettered, undivided and vacant possession of the Subject Lands to the Purchaser, and the Purchaser hereby acknowledges the receipt of the same from the Sellers and upon execution of this Sale Deed, the Purchaser shall have unfettered right of access to the Subject Lands and ingress and egress rights, without any hindrance of any kind from the Sellers or any other person claiming under the Sellers.
- 3.4. On and from the Execution Date hereof, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Subject Lands and to derive economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, to and for its own use and benefit without any suit or lawful eviction, interruption, claim or demand whatsoever from or by the Sellers or by any other person claiming under the Sellers.

4. CONSIDERATION

- 4.1. The entire, all inclusive, full and final sale consideration payable by the Purchaser to the Sellers, for purchase of the Subject Lands, along with all easements, privileges, rights, entitlements and benefits attached thereto and for compliances by the Sellers of all its commitments, obligations and covenants provided herein, is INR 46,07,00,014/- (Indian Rupees Forty Six Crores, Seven Lakhs, and Fourteen only) ("**Sale Consideration**"), subject to Tax deduction at source (TDS).
- 4.2. The Sellers unconditionally agree and confirm that the entire Sale Consideration payable under this Sale Deed is to be paid to CPPL, and the Sellers (other than CPPL) are already in receipt of full and complete consideration in respect of their respective land parcels (including development rights). The Sellers agree and acknowledge that the payment of the entire Sale Consideration, solely to CPPL in the manner stated in this Clause 4 is a valid and sufficient consideration for the sale of Subject Lands by the Sellers under this Sale Deed and for compliance of all terms and conditions as stated herein.
- 4.3. Out of the Sale Consideration, an amount of INR 10,89,000 (Indian Rupees Ten Lakhs Eighty Nine Thousand only) ("**Part Sale Consideration**") has been paid by the Purchaser to CPPL after deducting TDS @1% equivalent to INR 11,000/- (Indian Rupees Eleven Thousand only), and the receipt of which the Sellers hereby acknowledge. The Purchaser has deposited the balance sale consideration for an amount equivalent to INR 45,96,00,014/- (Indian Rupees Forty Five Crores, Ninety Six Lakhs and Fourteen only) ("**Balance Sale Consideration**") under this Sale Deed, with the Escrow Agent in the manner provided in Clause 4.4 herein below after deducting applicable tax deduction at source.
- 4.4. The Sellers hereby confirm and acknowledge that, the deposit of below mentioned amounts and cheques with the Escrow Agent shall be sufficient proof and evidence of the Purchaser having discharged all its obligations under this Sale Deed:
- (a) simultaneous with the registration of this Sale Deed, an amount of INR 19,65,45,698/- (Indian Rupees Nineteen Crores, Sixty Five Lakhs, Forty Five Thousand, Six Hundred and Ninety Eight only) ("**Balance Sale Consideration-1A**") has been paid by the Purchaser in the Escrow Account for CPPL, after deducting TDS @ 0.75%, equivalent to INR 14,85,232/- (Indian Rupees Fourteen Lakhs, Eighty Five Thousand, Two Hundred and Thirty Two only). The aforesaid Balance Sale Consideration-1A shall be released by the Escrow Agent to CPPL as per the mechanism captured under the Escrow Agreement. The Sellers hereby





confirm and acknowledge the receipt of Balance Sale Consideration-1A by the Escrow Agent;

- (b) simultaneous with the registration of this Sale Deed, the Purchaser has issued bank cheque(s) drawn in favour of CPPL for the payment of INR 20,65,96,560/- (Indian Rupees Twenty Crores, Sixty Five Lakhs, Ninety Six Thousand, Five Hundred and Sixty only) out of the Balance Sale Consideration ("**Balance Sale Consideration-1B**") after deducting TDS @ 0.75%, equivalent to INR 15,61,183/- (Indian Rupees Fifteen Lakh Sixty One Thousand One Hundred Eighty Three only) and which cheques have been deposited with the Escrow Agent. The said cheque(s) shall be replaced by the Purchaser/released by the Escrow Agent to CPPL as per the mechanism captured under the Escrow Agreement. The Sellers hereby confirm and acknowledge the receipt of said cheques towards Balance Sale Consideration-1B by the Escrow Agent; and
- (c) simultaneous with the registration of this Sale Deed, the Purchaser has issued post-dated bank cheque(s) drawn in favour of the CPPL for the payment of INR 5,30,10,756/- (Indian Rupees Five Crores, Thirty Lakhs, Ten Thousand, Seven Hundred and Fifty Six only) out of the Balance Sale Consideration ("**Balance Sale Consideration-2**") after deducting TDS @ 0.75%, equivalent to INR 4,00,585/- (Indian Rupees Four Lakh Five Hundred and Eighty Five only) and which cheques have been deposited with the Escrow Agent. The said cheque(s) shall be replaced by the Purchaser/released by the Escrow Agent to CPPL as per the mechanism captured under the Escrow Agreement. The Sellers hereby confirm and acknowledge the receipt of said cheques towards Balance Sale Consideration-2 by the Escrow Agent.

- 4.5. The Parties agree and acknowledge that all payments would be made subject to the applicable Tax Deducted at Source (TDS) and the Purchaser shall deposit the TDS amounts with the competent authorities within the timelines stipulated under the Applicable Law and handover TDS certificates to the Sellers, as required under Applicable Law.

5. **ABSOLUTE TRANSFER OF SUBJECT LANDS**

The Parties hereto clearly acknowledge, agreed and understand that notwithstanding anything else stated herein or elsewhere, (a) the title/ ownership to the Subject Lands along with all the rights including development rights, other rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Purchaser absolutely, irrevocably and forever and free from any Encumbrance or lien, by and under this Sale Deed on the date of execution of this Sale Deed; (b) the Sellers have handed over actual, legal, physical un-Encumbered, unhindered, unfettered, undivided and vacant possession of the Subject Lands to the Purchaser; (c) the Sellers shall not have any charge/ debt/ lien on Subject Lands of any nature at any point of time; (d) the sale/ conveyance of the Subject Lands in favour of the Purchaser has been concluded and effected by and under this Sale Deed on the Execution Date, and is not contingent upon action or occurrence of any future event whatsoever; and (e) this Sale Deed shall not be terminable in nature, as title stands vested in favour of Purchaser on execution and registration of this Sale Deed.

6. **COVENANTS**

- 6.1. Simultaneous to the registration of this Sale Deed, the Sellers shall hand over all originals of the erstwhile title deeds exclusively pertaining to the Subject Lands and as listed in **Part A of Schedule-III** hereto, to the Escrow Agent, which shall be released to the Purchaser as per the



Escrow Agreement. The Parties agree that the antecedent title deeds/ documents listed in **Part B of Schedule-III** hereto, which does not exclusively relate to Subject Land shall be kept with the Title Deed Escrow Agent, in a manner that the Purchaser and its bankers, lenders, customers or such other person designated by the Purchaser shall have unfettered rights to access, inspect, make copies of the documents listed in **Part B of Schedule-III** hereto as per the mechanism and timelines agreed under the Title Deed Escrow Agreement. The Sellers affirm that, other than the antecedent title documents listed in **Part A and Part B of Schedule-III** hereto, there are no other original title documents in respect of the Subject Lands. In the event, the Sellers become aware of any other title document exclusively pertaining to the Subject Lands which has not been handed over to the Purchaser, the Sellers shall immediately hand over the same to the Purchaser.

- 6.2. In the event any representation or warranty of the Sellers stands breached or turns out to be partially or fully incorrect or is challenged, the Sellers shall immediately rectify the same at its own costs and expenses.
- 6.3. The Sellers agree and covenant that the Sellers shall be, at all times, obligated to cure and rectify all Title Risks (other than any risk/issue relating to the possession of the Subject Lands or any part thereof which arises on account of any act or omission of the Purchaser after handover of the vacant physical possession of the Subject Lands by the Sellers to the Purchaser in terms of this Sale Deed) in respect of the Subject Lands at their own costs and expense. Without prejudice to any other right or remedy available to the Purchaser including under Clause 9 herein, in case of any Title Risk (other than any risk/issue relating to the possession of the Subject Lands or any part thereof which arises on account of any act or omission of the Purchaser after handover of the vacant physical possession of the Subject Lands by the Sellers to the Purchaser in terms of this Sale Deed) arises in relation to the Subject Lands at any point of time, then the Purchaser shall have the right to issue a written notice ("**Title Risk Notice**") to the Sellers to cure such Title Risk. The Title Risk Notice shall be sent along with all the communications and documents received by the Purchaser from the claimant(s) including details of the claimant(s), to the Sellers.

Upon receipt of the Title Risk Notice, the Sellers shall have the same resolved, rectified and cured such Title Risk, within 3 (three) months from the date of receipt of the Title Risk Notice ("**TR Cure Period**"), in such manner that all the rights and entitlements (including usage of Subject Lands) of Purchaser of the Subject Lands are not adversely impacted in any manner whatsoever.

In the event the Sellers fail to resolve, cure, rectify or settle the said Title Risk as mentioned under the Title Risk Notice on or before the expiry of the TR Cure Period, then only the Purchaser shall have the absolute right to step-in and resolve/settle such Title Risk and get the reimbursement from the Sellers as per below process,

- (a) without seeking prior consent of the Sellers, provided the settlement amount shall not exceed an aggregate of INR 2,50,00,000/- (Indian Rupees Two Crore Fifty Lakh only) ("**Step-in Reimbursement Amount**") during the life cycle of the Project. The amounts so incurred by the Purchaser shall be reimbursed by the Sellers to the Purchaser, within 30 (thirty) days from the date of demand by the Purchaser; and/or
- (b) with prior written consent of CPPL (on behalf of the Sellers), in the event the Purchaser seeks to reimburse the costs incurred over and above the Step-in Reimbursement Amount only in relation to such amounts which exceeds the Step-in Reimbursement Amount, and in which case all such settlement amounts paid by it to the claimant(s) shall be reimbursed by the Sellers to the Purchaser, within 30 (thirty) days from the date of demand from the Purchaser.



In case of delay in reimbursement of the aforesaid amounts, the Sellers shall be liable to pay an interest at 12% (twelve percent) per annum, as liquidated damages on the defaulted amounts for the period of delay. The Parties hereby agree and acknowledge that, the Sellers and the Confirming Party are jointly and severally liable to reimburse the aforementioned amounts to the Purchaser. Upon exhausting the limits of the Step-in Reimbursement Amount as agreed herein, on any further instances of such Title Risk, the Parties shall mutually agree on the way forward in such cases. In case of failure of the Parties to mutually agree on the way forward, the Parties shall mutually appoint a designated senior legal counsel of Punjab & Haryana High Court to adjudicate whether any claims pertaining to such Title Risk has any merit to be contested or be settled. The opinion of the designated senior legal counsel shall be final and binding on the Parties. The fee of the said designated senior legal counsel shall be equally borne by the Sellers and Purchaser.

The Parties agree and acknowledge that the mechanism agreed under this Clause 6.3 is applicable only during the lifecycle of the Project. The Parties agree and acknowledge that the rights set forth in Clause 6.3 to 6.5 only provides a mechanism for the Purchaser, in the event Purchaser exercises its rights to step-in and rectify/ cure the Title Risks as provided under Clauses 6.3 and 6.4 hereto and to rectify/ cure the risks/ defects in relation to the License/Transfer Order as provided under Clause 6.5 and shall in no way be adversely interpreted to restrict/ limit or impede the other rights and entitlements of the Purchaser under this Sale Deed and/or the Applicable Law.

- 6.4. Notwithstanding anything contained herein, in the event on account of any Title Risk (other than any risk/issue relating to the possession of the Subject Lands or any part thereof which arises on account of any act or omission of the Purchaser after handover of the vacant physical possession of the Subject Lands by the Sellers to the Purchaser in terms of this Sale Deed) there is any order, directive, instruction, notice and/or injunction issued by competent government authority(ies) and/ or court, by virtue of which the construction, and/ or development work over the Subject Lands and/or sale and/or marketing/ collections of the Project is stopped/ stayed/ injunctioned/ stalled and/or put on hold, then the Purchaser shall:
- (a) not be under any obligation to provide TR Cure Period to the Sellers; and
 - (b) be entitled to cure any such Title Risk without any concurrence/prior consent from the Sellers.

The amounts so incurred by the Purchaser, at actuals, shall be reimbursed by the Sellers within 30 (thirty) days from the date of demand by the Purchaser. In case of delay in reimbursement of the aforesaid amounts, the Sellers shall be liable to pay an interest at 12% (twelve percent) per annum, as liquidated damages on the defaulted amounts for the period of delay. The Parties hereby agree and acknowledge that, the Sellers and the Confirming Party are jointly and severally liable to reimburse the aforementioned amounts to the Purchaser.

- 6.5. If at any point in time, any show cause notice is issued by DTCP against the License and/or the Transfer Order on account of any misrepresentation or breach or default being made by the Sellers to DTCP while obtaining the License or Transfer Order ("**Show Cause Notice**"), then the Purchaser shall forthwith, and in no case later than 1 (one) day from the date of receipt of Show Cause Notice, provide a copy of such Show Cause Notice to the Sellers. Upon receipt of Show Cause Notice from the Purchaser, the Sellers shall take all such actions, at their sole cost and expense, to have the Show Cause Notice quashed/ set aside within the time period mentioned in the Show Cause Notice (or such extended period as may be granted by DTCP), but in any event prior to the date of first personal hearing granted by the DTCP in this regard against the Show Cause



Notice ("**Show Cause Cure Period**"). The Purchaser shall within 5 (five) days from the date of receipt of Show Cause Notice provide necessary authorisation in favour of the representative(s) of the Sellers to represent the Purchaser before DTCP. It is being clarified that any written submission or statement made on record before DTCP shall be subject to prior confirmation from GPL. In the event the Sellers are unable to get quashed/ set aside the Show Cause Notice on or before the expiry of the Show Cause Cure Period then the Purchaser shall have the absolute right at its sole discretion (but not an obligation), to step-in at any time after the expiry of the Show Cause Cure Period to have the Show Cause Notice quashed/set aside and all cost and expense in this regard (including any consultants fee and expenses) ("**GPL SC Cost**") shall be borne and paid by Sellers alone. In the event the GPL SC Cost is incurred by the Purchaser for the aforesaid, the same shall be reimbursed by the Sellers within a period of 30 (thirty) days from the date of demand being made by the Purchaser. In case of delay in reimbursement of the aforesaid amounts, the Sellers shall be liable to pay an interest at 12% (twelve percent) per annum, as liquidated damages on the defaulted amounts for the period of delay. The Parties hereby agree and acknowledge that, the Sellers and the Confirming Party are jointly and severally liable to reimburse the aforementioned amounts to the Purchaser.

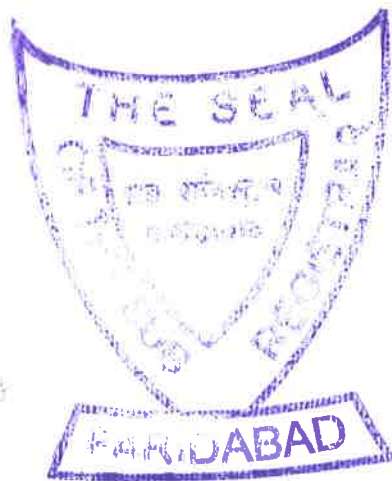
- 6.6. The Sellers have paid of all charges/ taxes/ levies payable to any authority in relation to the Subject Lands up to the date of execution of the Sale Deed, and agree to pay any arrears of charges/ fee/ taxes and levies (including any penalties) relating to Subject Lands (other than external development charges, infrastructure development charge, enhanced external development charges or any charges levied by DTCP which may be levied with retrospective effect for the period prior to execution of the Sale Deed). The Sellers agree that in the event any demand and/or penalty is imposed by DTCP in respect of the Sellers' maximum net profit as provided under the Act and notification bearing Memo no. PF-51/2017/5/7/2007-2TCP dated 3 January 2017 issued by DTCP or higher rate of administrative charges in relation to transfer of License at any time, then all such demands and/or penalty shall be solely borne and paid by the Sellers.
- 6.7. The Parties shall ensure presence of their authorised representatives for all formalities and procedure before all or any of the authorities for the absolute conveyance of the Subject Lands and transfer of License in favour of the Purchaser and subsequent mutations/ change of ownership recordals etc. before the concerned authorities without any demur or protest. The Sellers shall get the mutation of the Subject Lands, in the name of Purchaser, in the revenue records at their own cost and expense.
- 6.8. The Purchaser shall be entitled to and shall have all the rights and entitlements to have the Subject Lands mutated in its name in the revenue records and all other records maintained by the government authorities to reflect the name of the Purchaser as the owner of and in possession of the Subject Lands. The Sellers confirm that they shall provide all assistance and execute all such documents that may be required by the Purchaser *inter alia* for mutation of the Purchaser's name in the government records and any other records as may be required by the Purchaser.
- 6.9. The Parties shall comply, with all the conditions as mentioned in In-Principle Approval to be fulfilled by them respectively for obtaining the Transfer Order.
- 6.10. In the event any condition is laid by DTCP in the Transfer Order that the Sellers or its associate companies are required to pay EDC/ IDC or any other statutory charges/penalty relating to any other project of the Sellers or its associated companies then the same shall be the Seller's liability and it shall have no bearing on the Purchaser/ Subject Lands. The Sellers shall keep the Purchaser indemnified in this regard.



7. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

7.1. The Sellers hereby severally and jointly represent and warrant to the Purchaser, and the Confirming Party hereby confirms to the Purchaser that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Sale Deed:

- (a) the Sellers are absolute owners of the Subject Lands and no other person or entity has any right, title or interest in or in any part of the Subject Lands, or is entitled to the possession, occupation (including any tenancy, gair maurusi, part interest or other interest), use or control of whole or any part of the Subject Lands. The title and possession of the Sellers to the Subject Lands is actual, unfettered, clear and marketable and free from all Encumbrance. The Sellers have neither done nor been party to any act whereby its rights, titles or interests or possession (each of whatever description) in or over or in relation to the Subject Lands is or may in any way be impaired or whereby it is or may be prevented from transferring absolutely the Subject Lands to the Seller;
- (b) Sellers are duly incorporated companies and validly existing under the laws of its jurisdiction;
- (c) Sellers have the full power and authority to enter into, execute and deliver this Sale Deed and undertake the transaction stated herein;
- (d) Sellers have undertaken all necessary actions and obtained necessary approvals required by it for the execution, delivery and performance of this Sale Deed;
- (e) the execution, delivery and performance of this Sale Deed and all instruments or agreements required hereunder does not contravene, violate or constitute a default of any Applicable Law, any agreement or instrument to which it is a party or by which it is or may be bound;
- (f) the Subject Lands and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever. No part of the Subject Lands is affected by a subsisting contract for sale or other disposition of any interest in it. There are no arrangement(s) for sale or alienation of the Subject Lands in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Subject Lands in any manner whatsoever;
- (g) Sellers are in actual physical and unhindered possession, use, occupation and enjoyment of the Subject Lands. No third part has any tenancy, gair maurusi, part interest or any other types of rights/ interest in the Subject Land or possession thereof. Sellers have not sold any portion of the Subject Lands or have not entered into any arrangement for sale of the Subject Lands and/or FSI pertaining to the Subject Lands. The Sellers have not created any third party rights on the Subject Lands;
- (h) the Subject Lands are duly bound and demarcated and there are no boundary disputes in respect of the Subject Lands with any adjoining landowners and there is no encroachment on the Subject Lands by any third party whatsoever;

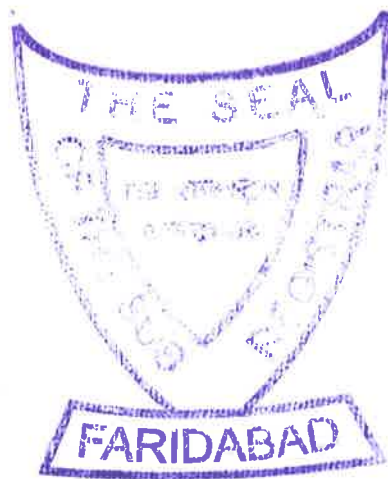


- (i) no consent from any third party is required for sale/ conveyance of the Subject Lands to the Purchaser;
- (j) from the date of execution of this Sale Deed, the Purchaser shall be entitled to enjoy possession, use, dispose, construct and develop real estate projects over the Subject Lands in terms of the License and sell developed units over the Subject Lands, in the manner the Purchasers may deem fit, without any objections, obstructions, hindrances or claims from the Sellers (or any third party claiming through them);
- (k) all information in relation to the transaction contemplated herein which would be material to Purchaser for the purposes of consummating the said transaction, has been made available and disclosed to Purchaser and not misleading in any manner;
- (l) Sellers have not executed any power of attorney(s) or any other document/ contract/ agreement or any other authority, oral or otherwise empowering any third person(s) to deal with Subject Lands or any part thereof, for any purpose;
- (m) there are no pathways (except as shown in the attached plan i.e. well abutting to the existing revenue rasta, existing revenue rasta, drain and a planned 24 meter wide road which passes through the site), canals, high tension wires etc. passing through the Subject Lands. The Subject Lands or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities;
- (n) the License is valid and subsisting. The Sellers have not defaulted on any of the terms and conditions of the License or the Act with respect to the Subject Lands and no events have occurred or to the knowledge of the Sellers which may cause the License to become void or voidable or rescind at any time;
- (o) in respect of the Subject Lands, the Purchaser is required to comply only with the conditions detailed in the In-Principle Approval till the date of receipt of Transfer Order;
- (p) there are no pending litigations or proceedings in any court of law or tribunal or arbitration or any lis-pendens, nor is there any attachment or injunction on the Subject Lands or the License or development potential thereof or in respect of the development thereof;
- (q) there is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Subject Lands, whereby Sellers are in any manner restrained, prohibited, prevented from in any manner transferring / selling the Subject Lands in favour of Purchaser in accordance with this Sale Deed or which could affect the rights of the Purchaser in respect of the Subject Lands and under this Sale Deed;
- (r) the Subject Lands are accurately and properly mutated in the name of the Sellers in the relevant revenue records and there is no part of the Subject Lands for which the mutation in the name of the Sellers as absolute owners in possession, is pending or under objection;
- (s) there is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of the Subject Lands or any part thereof and/or preventing or restraining Sellers from entering into this Sale Deed or which could affect the rights of the Purchaser under this Sale Deed. There is no proceeding pending under



the Income Tax Act, 1961 in respect of the Subject Lands or which could affect the transaction hereunder or the rights of the Purchaser under this Sale Deed. There is no requirement to obtain any permission for sale/ transfer of the Subject Lands under the income tax laws;

- (t) Sellers have paid to date all taxes related to Subject Lands, if any, stamp duties on title documents vesting the Subject Lands in favour of the Sellers and all other amounts and outgoings payable to all authorities qua the Subject Lands;
- (u) no person/s other than Sellers has any right, claims or demand in respect of the Subject Lands. Sellers have the absolute right, and authority to enter into and execute this Sale Deed and has not done and in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the sale of Subject Lands to Purchaser under this Sale Deed may be prejudicially affected;
- (v) other than 10% of the land required to be surrendered as per the terms of the said License, no land is required to be surrendered or handed over for road widening or any other reservations of any nature to any person or government or semi-government or any other authority;
- (w) there is no temple, mosque, church or any other place of worship on the Subject Lands or any portion thereof. No part of the Subject Lands is dedicated orally or in writing to religious or charitable uses or used as a place of worship;
- (x) there have been no proceedings initiated; no notices been served on and/or received by Sellers or their predecessors-in-title; and no orders affecting or relating to the Subject Lands nor any part thereof, nor have Sellers been in breach or in violation of any land ceiling legislations, as applicable in the State of Haryana, under Applicable Law, in relation to the Subject Lands;
- (y) the Subject Lands are contiguous and there is no landlocked land owned by any third party within the Subject Lands;
- (z) the Subject Lands benefits from all permanent and legally enforceable easements and other contractual rights (if any);
- (aa) there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority, preventing or restricting the undertaking of any development on the Subject Lands or any part thereof;
- (bb) neither the Subject Lands nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones or any notified area/ zone which prevents, prohibits or restricts the development/ construction on the Subject Lands, in any manner and no notice has been received by the Sellers from any governmental authority in this regard;
- (cc) neither the Subject Lands nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any governmental authority or any other public body;
- (dd) the Subject Lands are vacant, contiguous, are not water logged;



- (ee) the Subject Lands nor any part thereof forms part of any road/ rasta (including any panchayat road/ rasta/ private rasta) or has any road/ rasta (including any panchayat road/ rasta/ private rasta) passing through it which affects the contiguity of the Subject Lands in any manner;
- (ff) the execution and delivery of this Sale Deed and the performance of the transaction contemplated herein has been duly authorised by its directors/ shareholders (as required under Applicable Law) and all necessary corporate or other action of Sellers; the execution and registration of this Sale Deed by Sellers and the consummation of the transaction contemplated hereunder shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses;
- (gg) the Subject Lands do not have any gas pipeline, high tension electricity line, religious sites or any other such hurdle passing through it. There is an existing nallah adjoining the Subject Lands but the land beneath the same does not form part of the Subject Lands. There are no restricting conditions applicable from Heritage Structure committee, Archaeological Survey of India, and any other government bodies which shall prevent full desired development on the Subject Lands;
- (hh) the Subject Lands have no impediment/ peculiarity (and the Sellers shall not create any such impediment/ peculiarity) of a nature because of which relevant authorities may impose any term/ condition in any of the existing approvals, which are not standard and customary conditions in such approvals;
- (ii) Sellers are affiliate companies/ group companies of the Confirming Party;
- (jj) the Sellers have procured an in-principle approval from DTCP for sale of the Subject Lands and transfer of the License to the Purchaser under provisions of the Act vide letter bearing Memo No. LC-4001-JE (SK)- 2020/ 7408 dated 20 March 2020;
- (kk) Sellers have not offered for sale/allotment, nor taken any monies, or otherwise sold any units/plots in the Subject Lands to any third party customer/ purchaser;
- (ll) the Sellers shall be solely liable towards TDS (including interest and penalties) payable with respect to the purchase of the Subject Lands by the Sellers;
- (mm) the Sellers have approvals from all financial institutions/ companies to whom the Sellers have furnished guaranties that they have no objection to the transaction contemplated herein; and
- (nn) No information relating to the Subject Lands, Sellers, Confirming Party or their shareholders, of which the Purchaser has knowledge (actual or constructive), and no investigation by or on behalf of the Purchaser or any of its agents, representatives, officers, employees or advisers, as the case may be, shall prejudice any claim made by the Purchaser, under Clauses 6.3 to 6.5 and/or the indemnity contained in Clause 9 or operate to reduce any amount recoverable there under. It shall not be a defense to any claim that the Purchaser ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such claim.



7.2. The Purchaser hereby represents and warrants to the Sellers that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Sale Deed:

- (a) it is duly incorporated and validly existing under the laws of its jurisdiction;
- (b) it has the power and authority to execute, deliver and perform this Sale Deed subject to the terms contained therein;
- (c) this Sale Deed has been duly and validly executed by it and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) no order has been made by a court of competent jurisdiction and no resolution has been passed for its winding up or for a provisional liquidator or receiver to be appointed in respect of its assets;
- (e) no order has been made by a court of competent jurisdiction or arbitral tribunal which prohibits the Purchaser from entering into and executing this Sale Deed nor it is restricted by any agreement executed by the Purchaser; and
- (f) the funds proposed to be utilized by it for the purpose of consummation of this transaction have been / shall be earned / arranged by it through valid and legal means.

8. **BENEFIT OF REDUCTION / REBATE ON TAXES AND OTHER CHARGES**

- 8.1. Any benefit arising on account of any reduction in taxes, levies, duties, charges payable in respect of the Subject Lands after the execution of this Sale Deed, notwithstanding that such benefit relates to a period prior to the Execution Date, shall accrue to the account of the Purchaser and the Sellers shall not have any claim on such benefits.
- 8.2. The Parties acknowledge that the Sale Consideration, comprises of an amount of INR 90,26,813/- (Indian Rupees Ninety Lakhs, Twenty Six Thousand, Eight Hundred and Thirteen only) towards the commercial portion of the Subject Lands as per License and an amount of INR 45,16,73,201/- (Indian Rupees Forty Five Crores, Sixteen Lakhs, Seventy Three Thousand, Two Hundred and One only) towards the balance area of the Subject Lands.

9. **INDEMNITY**

- 9.1. Without prejudice to the rights and remedies of Purchaser stated in this Sale Deed and any other rights and remedies available under law and equity to the Purchaser, the Sellers and the Confirming Party do hereby, jointly and severally, agree to indemnify, defend and hold the Purchaser and its directors, officers, representatives and employees ("**Indemnified Party**") hold harmless from and against any and all actions, suits, judgment, forfeitures, proceedings, misrepresentation, claims, demands, liabilities, losses, costs and expenses (including costs of defense, settlement and attorneys' fees) or damages (excluding indirect or consequential damages/ losses) which may be incurred or suffered by the Indemnified Party or which may arise or occur or be taken or sought against the Indemnified Party due to or in connection with breach of any of the terms and conditions, covenants and/or undertakings, representations and warranties of the Sellers under this Sale Deed and/or in case any of the representations, warranties, statements of Sellers are found to be false/incorrect under this Sale Deed. The liability of the Sellers and Confirming Party under this





Sale Deed shall not be affected by any change in its constitution, ownership or corporate existence or structure or any other similar change or its winding up/ or its absorption, merger or amalgamation with any other company, corporation or concern or takeover of management by any other company or concern.

10. JURISDICTION

This Sale Deed shall be subject to laws of India and relevant courts in Haryana shall have exclusive jurisdiction thereon.

11. STAMP DUTY, REGISTRATION FEES AND COSTS

This Sale Deed shall be executed and registered in accordance with the laws as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee including any other charges related thereto shall be borne by the Purchaser. The Parties shall bear their own legal costs and tax liability.

12. NOTICES

All notices, approvals, instructions and other communications for the purposes of this Sale Deed or the contemplated transaction shall be given in writing by personal delivery, email or by sending the same by speed post/ registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Clause 12. All notices referred in this Sale Deed or other communications shall be deemed to have been delivered (a) in case of delivery by hand, when hand delivered to the other Party and acknowledgement being given at the time of delivery; or (b) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (c) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

If to the Sellers:

Address: M-11, Middle Circle, Connaught Circus, New Delhi 110 001
Attention: Mr. Sudhanshu Tripathi
Email: sudhanshu.tripathi@bptp.com

If to Purchaser:

Address: 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurgaon -122002
Attention: Mr. Gaurav Pandey
Email: pandey.gaurav@godrejproperties.com

If to the Confirming Party:

Address: M-11, Middle Circle, Connaught Circus, New Delhi 110 001
Attention: Mr. Sudhanshu Tripathi
Email: sudhanshu.tripathi@bptp.com

13. SUPERSEDE AND ENTIRE UNDERSTANDING

This Sale Deed, along with all the schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings, communications and correspondence



including the ATS and any other collaboration agreements, development agreements, memorandum of understanding, power of attorneys, agency agreements entered into by the Sellers vis-à-vis any third party in respect of the Subject Lands or any part thereof, and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

14. FURTHER ASSURANCES

- 14.1. The Sellers shall and will, from time to time, and at all times hereinafter, do all such acts, deed and things as may be required by the Purchaser in relation to the Subject Lands including but not limited to providing all necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Purchaser as may be required.
- 14.2. The Parties have executed this Sale Deed without any pressure, duress, influence, coercion from any side.

[Remainder of the page has been intentionally left blank by the parties]



IN WITNESS WHEREOF THE PARTIES, HAVE EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

Signed and delivered for and on behalf of **Druzba Overseas Private Limited**, through its authorized representative


Name: Mr. Manik Malik
Authorized representative of **Druzba Overseas Private Limited**, duly authorized vide its board resolution dated 24 June 2020.

Signed and delivered for and on behalf of **Shalimar Town Planners Private Limited**, through its authorized representative


Name: Mr. Manik Malik
Authorized representative of **Shalimar Town Planners Private Limited**, duly authorized vide its board resolution dated 24 June 2020.

Signed and delivered for and on behalf of **Fragrance Constructions Private Limited**, through its authorized representative


Name: Mr. Manik Malik
Authorized representative of **Fragrance Constructions Private Limited**, duly authorized vide its board resolution dated 24 June 2020.

Signed and delivered for and on behalf of **Countrywide Promoters Private Limited**, through its authorized representative


Name: Mr. Manik Malik
Authorized representative of **Countrywide Promoters Private Limited**, duly authorized vide its board resolution dated 24 June 2020.



Signed and delivered for and on behalf of **Godrej Properties Limited**, through its authorized representative



Name: Mr. Digvijay Yadav

Authorized representative of **Godrej Properties Limited**, duly authorized vide its board resolution dated 22 June 2020.

Signed and delivered for and on behalf of **BPTP Limited**, through its authorized representative



Name: Mr. Manik Malik

Authorized representative of **BPTP Limited**, duly authorized vide its board resolution dated 30 June 2020.

WITNESSES:

1. Name: Mohit Kumar
Residential Address: 4-1803, Princess Park, Sec 86, Faridabad
Signature: Mohit
2. Name: Virender Lal
Residential Address: Sec 76, West Express Mall (F.R.O)
Signature: Virender

Reg. No.

Reg. Year

Book No.

1392

2020-2021

1



विक्रेता



क्रेता



गवाह



उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- Druzba overseas pvt. ltd and others thru manik malik

क्रेता :- Godrej properties ltd thru Digvijay yadav

गवाह 1 :- mohit kumar

गवाह 2 :- virender Lal



प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1392 आज दिनांक 10-07-2020 को बही नं 1 जिल्द नं 1 के पृष्ठ नं 148 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 41 के पृष्ठ संख्या 52 से 54 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 10-07-2020

उप/संयुक्त पंजीयन अधिकारी(फरीदाबाद)



ANNEXURE A

IN-PRINCIPLE APPROVAL GRANTED BY DTCP

Directorate of Town & Country Planning, Haryana

Nagar Yojana Bhavan, Plot no. 3, Sector-18 A, Madhya Marg, Chandigarh

Web site tcpharyana.gov.in - e-mail: tcpharyana7@gmail.com

Regd.

To

Countrywide Promoters Pvt. Ltd.,
Regd. Office: OT-14, 3rd Floor,
Next Door, Parklands,
Sector-76, Faridabad-121004

Memo No. LC-4001-JE (SK)-2020/ 7408 Dated: 20-03-2020

Subject: - Request for Transfer of Licence and Change of Developer in licence no. 83 of 2019 dated 30.07.2019 issued in favour of Countrywide Promoters Pvt. Ltd. for setting up of a Affordable Plotted Colony under DDJAY for an area measuring 9.706 Acres in Sector-83, Faridabad from Countrywide Promoters Pvt. Ltd. to Godrej Properties Limited (LC-4001).

Please refer to your application dated 17.02.2020 on the above cited subject.


Your request to transfer of license no. 83 of 2019 dated 30.07.2019 issued in your favour has been examined and in principle approval to transfer the same under Rule 17 of Haryana Development and Regulations of Urban Areas Rules, 1976 alongwith transfer of land as per provisions of section 3D of Act, 1975 in favour of Godrej Properties Ltd. has been considered by the Director, Town and Country Planning, Haryana. I have been directed to inform you that the aforesaid approval is hereby granted subject to condition that you shall transfer the ownership of licensed area measuring 9.706 acres situated in Sector-83, Faridabad in favour of Godrej Properties Ltd. and shall furnish the following:-

- i. Fresh Agreement LC-IV, Bilateral Agreement to be executed on behalf of the new entity and Bank guarantees to be furnished by the Bank on behalf of the new entity against Internal development works and external development charges.
- ii. An undertaking to abide by the provisions of Act/Rules and all the directions that may be given by the DTCP in connection with the above said licenses.
- iii. A demand draft for the balance 60% of applicable administrative charges amounting to Rs. 20,20,408/-.
- iv. Clear the outstanding EDC/IDC dues upto date.
- v. In case third party rights stand created; objections regarding including the Developers from the allottees through public notice as well as notice under registered cover, as per the detailed procedures and proforma prescribed by the DTCP are to be invited.
- vi. An undertaking to settle all the pending/outstanding issues, if any, in respect of all the existing as well as prospective allottees.
- vii. An undertaking to be liable to pay all outstanding dues on account of EDC and interest thereon, if any, in future, as directed by the DTCP.



- viii. An undertaking that all the liabilities of the existing Developer shall be owned by new entity.
- ix. Submit the original licence & schedule of land.
- x. Submit the revenue documents in favour of Transferee Company.
- xi. The official email ID of new entity.


You are requested fulfill the terms and conditions as mentioned above within a time period of 90 days from issuance of this letter. However, if documents are not submitted and the terms and conditions are not fulfilled within the stipulated period, the in-principle approval shall be considered as lapsed and administrative charges deposited shall be forfeited.


(Vijender Singh)
District Town Planner (HQ)
For: Director, Town & Country Planning
Haryana, Chandigarh

Endst. No. LC-4001 -JE (SK)-2020/

Dated:

A copy of above is forwarded to Godrej Properties Ltd., Regd. Office:
Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East),
Mumbai-400079 w.r.t. your request dated 17.02.2020 for information.


(Vijender Singh)
District Town Planner (HQ)
For: Director, Town & Country Planning
Haryana, Chandigarh



SCHEDULE-1

DESCRIPTION OF SUBJECT LANDS

Land admeasuring (77K-13M) 9.706 acres situated at village Kheri Khurd & Bhatola, Tehsil and District Faridabad, Haryana									
Jamabandi	Year 2012-13	Year 2017-18							
Village	Khewat/Khatoni	Khewat No.	Khatoni no.	Ownership as on execution date hereof	Rectangle No.	Killa No.	Area (Kanal Marla)		
Kherikhurd	80/100	83	107	Druzba Overseas Pvt. Ltd.	13	14/2	4-16		
	80/100	83	107		13	7/2	2-13		
	105/130	105	137		13	13/1	2-2		
	105/130	105	137		13	13/3	0-8		
	105/130	105	137		13	8/1	1-5		
	105/130	105	137		13	8/2	1-11		
	152/180	152	165		13	7/1	5-7		
	155/183	155	168		13	8/3	1-17		
	156/184	156	169		13	8/4	1-17		
	156/184	156	169		13	8/5	0-12		
	156/184	156	169		13	9	0-17		
	156/184	156	169		13	13/2	0-12		
	156/184	156	169		13	13/4	0-11		
	156/184	156	169		13	13/5	2-6		
	Mutation 1418	81/101	84		108	Fragrance Construction Pvt. Ltd. 1/2 share, Countrywide Promoters Pvt. Ltd. 1/2 share	13	17	8-0
	81/101	84	108	13	18		3-8		
	81/101	84	108	13	23		0-15		
	81/101	84	108	13	24/1		7-4		
	79/99	82	106	13	14/1		3-4		
Jamabandi	Year 2008-09	Year 2018-19		Fragrance Construction Pvt. Ltd.					
Village Bhatola	Khewat/Khatoni	Khewat No.	Khatoni no.	Ownership as on execution date hereof	Rectangle No.	Killa No.	Area (Kanal Marla)		
	427/567	460	554	Fragrance Construction Pvt. Ltd.	20	18	4-12		
	427/567	460	554		20	23/1	6-9		



	427/567	460	554		20	24/1	0-1
Mutation 3347	120/142	135	144	Countrywide Promoters Pvt. Ltd.	20	8	0-1
	120/142	135	144		20	9/2	6-8
	119/140	135	144		20	10/1/1	3-13
	294/383	323	375	Shalimar Town Planners Pvt. Ltd.	20	22/1	7-4

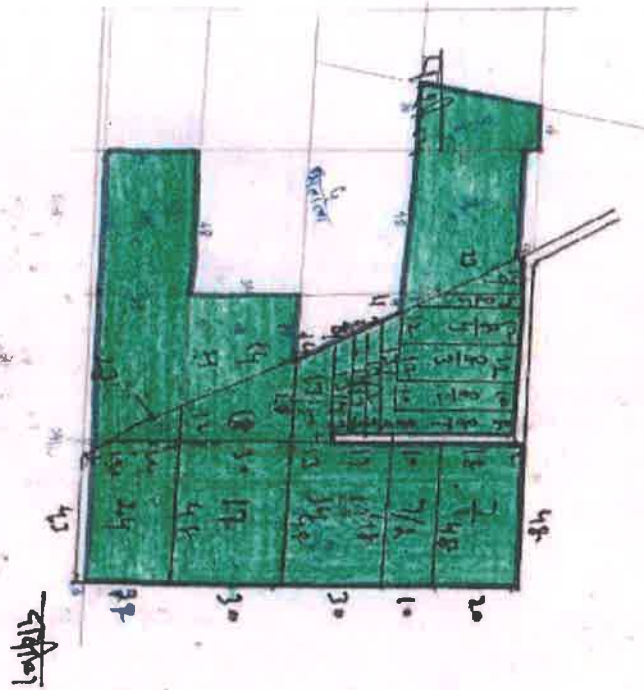


SCHEDULE - II

DEMARCATON OF SUBJECT LANDS

અક્ષર અપેક્ષા શીગડા મીઝાનની ખેતી ક્ષેત્રીયુદ્ધ સ્થાન 114 ને નલિલના ક્ષેત્રીયુદ્ધ
 માલ 1952-54

3-સ્ટ



યુદ્ધ

અક્ષર અપેક્ષા શીગડા મીઝાનની ખેતી ક્ષેત્રીયુદ્ધ સ્થાન 114 ને નલિલના ક્ષેત્રીયુદ્ધ
 માલ 1952-54



SCHEDULE - III
LIST OF ANTECEDENT AND CURRENT TITLE DEEDS AND MUTATIONS
PART A

S. No.	Regis. No.	Ownership as on execution date hereof	Date of Sale Deed	Village	M. No.	Total Area of deed			Area as part of project from deed			Status
						K	M	In acres	K	M	In acres	
1	20038	Fragrance Construction Pvt. Ltd.	16/03/06	Bhatola	283	11	2	1.3875	11	2	1.3875	
2	13559	Countywide Promoters Pvt. Ltd.	05/12/05	Bhatola	284	4	16	0.6	3	12	0.45	Balance land acquired
3	13560	Countywide Promoters Pvt. Ltd.	05/12/05	Bhatola	269	8	13	1.08125	6	10	0.8125	Balance land acquired
4	11218	Shalimar Town Planners Pvt. Ltd.	31/08/07	Bhatola	293	7	4	0.9	7	4	0.9	
5	20037	Fragrance Construction Pvt. Ltd.	16/03/06	Kherikhurd	120	17	5	2.1562	9	13	1.2062	Common with land falling in license No. 67 (6.7 acres)
6	6087	Countywide Promoters Pvt. Ltd.	24/01/2014	Kherikhurd	141	17	6	2.1625	9	14	1.2125	

PART B

S. No.	Regis. No.	Ownership as on execution date hereof	Date of Sale Deed	Village	M. No.	Total Area of deed			Area as part of project from deed		
						K	M	In acres	K	M	In acres
1	13465	Druzba Overseas Pvt. Ltd.	02/12/05	Kherikhurd	1165	67	14	8.4625	26	14	3.3375
2	20039	Fragrance Construction Pvt. Ltd.	16/03/06	Kherikhurd	1206	28	11	3.56875	3	4	0.4



SCHEDULE-III-A

DETAILS OF COLLABORATION AGREEMENTS

1. Shalimar Town Planners Private Limited – (i) Collaboration agreement dated 17 January 2012 executed between Shalimar Town Planners Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 16960 dated 20 January 2012; (ii) Amendment no. 1 to collaboration agreement dated 17 January 2012 executed between Shalimar Town Planners Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 2398 dated 28 May 2019; and Amendment no. 2 to collaboration agreement dated 17 January 2012 executed between Shalimar Town Planners Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 1105 dated 02 July 2020.
2. Fragrance Construction Private Limited – (i) Collaboration agreement dated 17 January 2012 executed between Fragrance Construction Private Limited and Countrywide, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 16937 dated 20 January 2012; (ii) Amendment no. 1 to collaboration agreement dated 17 January 2012 executed between Fragrance Construction Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 2396 dated 28 May 2019; and (iii) Amendment no. 2 to collaboration agreement dated 17 January 2012 executed between Fragrance Construction Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 3123 dated 14 June 2019.
3. Druzba Overseas Private Limited – (i) Collaboration agreement dated 17 January 2012 executed between Druzba Overseas Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 16956 dated 20 January 2012; (ii) Amendment no. 1 to Collaboration Agreement dated 17 January 2012 executed between Druzba Overseas Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 2393 dated 28 May 2019; and (iii) Amendment no. 2 to Collaboration Agreement dated 17 January 2012 executed between Druzba Overseas Private Limited and Countrywide Promoters Private Limited, which is registered with the office of the jurisdictional Sub-Registrar as Document No. 3120 dated 14 June 2019.



SCHEDULE - IV
DEMARCATON OF ROAD-1 AND ROAD-2

