



Indian-Non Judicial Stamp Haryana Government



Date : 07/11/2020

Certificate No. GOG2020K1788

Stamp Duty Paid : ₹ 21541000
(Rs. Only)

GRN No. 69116157



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Fount Propbuild Pvt Ltd

H.No/Floor : 306/308

Sector/Ward : Na

LandMark : Square one c 2 district centre

City/Village : Saket

District : New delhi

State : Delhi

Phone: 90*****95

Others : Foyer propbuild pvt ltd and jive propbuild pvt ltd and emaar india limited kamdhenu projects pvt ltd and emaar india limited



Buyer / Second Party Detail

Name : Elan City Llp

H.No/Floor : 3rdfloor

Sector/Ward : 42

LandMark : Golf View corporate tower

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 95*****22

Purpose : CONVEYANCE DEED

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

CONVEYANCE DEED

Land Area : 11 Kanal 4 Marla (1.4 Acres)

Village & Tehsil : Maidawas Sector-66, Gurugram, Haryana
Distt. BADSHAHPUR

Land Use : Commercial/Licensed Land

Consideration : Rs.43,08,00,000/-

Stamp Duty : Rs.2,15,41,000/-

Stamp Certificate No. & Date : GOG2020K1788/07.11.2020

GRN No. : 69116157

This **CONVEYANCE DEED** (hereinafter referred to as the "Deed") is made and executed at Gurugram, Haryana on this 21st of December, 2020: **BETWEEN**

For Fount Propbuild Pvt Ltd

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited

Authorised Signatory

Authorised Signatory

Authorised Signatory

For Jive Propbuild Pvt. Ltd.

For Kamdhenu Projects Pvt. Ltd.


For ELAN CITY LLP

प्रलेख नं:4851


दिनांक:21-12-2020

डीड संबंधी विवरण			
डीड का नाम CONVEYANCE URBAN AREA OUTSIDE MC			
तहसील/सब-तहसील बादशाहपुर	गांव/शहर मैदावास मैदावास मैदावास	स्थित Maidawas	
शहरी - म्युनिसिपल क्षेत्र सीमा के बाहर	अन्य क्षेत्र		
पता : Maidawas			
भवन का विवरण			
भूमि का विवरण			
व्यवसायिक	10 Kanal 24 Marla		
खेवट नम्बर :- 491,494,443			
धन संबंधी विवरण			
राशि 430800000 रुपये	कुल स्टाम्प ड्यूटी की राशि 21540000 रुपये		
स्टाम्प नं : g0g2020k1788	स्टाम्प की राशि 21541000 रुपये		
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:69116339	पेस्टिंग शुल्क 3 रुपये	
Drafted By: Nitish Sharma Adv.			
Service Charge:200			

यह प्रलेख आज दिनांक 21-12-2020 दिन सोमवार समय 12:47:00 PM बजे श्री/श्रीमती/कुमारी मैसर्स फोयर प्रोपबिल्ड प्रा लि नई दिल्ली में फाउंड प्रोपबिल्ड प्रा लि आफिस109 में कामधेनु प्रोजेक्ट प्रा लि में जीव प्रोपबिल्ड प्रा लि आफिस109 नई दिल्ली एमार इंडिया लिमिटेड thru अधिनाश भागिया OTHER पुत्र . निवास गुरुग्राम द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।


हस्ताक्षर प्रस्तुतकर्ता

मैसर्स फोयर प्रोपबिल्ड प्रा लि नई दिल्ली में फाउंड प्रोपबिल्ड प्रा लि आफिस109 में कामधेनु प्रोजेक्ट प्रा लि में जीव प्रोपबिल्ड प्रा लि आफिस109 नई दिल्ली एमार इंडिया लिमिटेड


उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

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 ।

या

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

दिनांक 21-12-2020

मैसर्स फोयर प्रोपबिल्ड प्रा लि नई दिल्ली में फाउंड प्रोपबिल्ड प्रा लि आफिस109 में कामधेनु प्रोजेक्ट प्रा लि में जीव प्रोपबिल्ड प्रा लि आफिस109 नई दिल्ली एमार इंडिया लिमिटेड


उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी एलान सिटी एल एन पी काय गौरव खंडेनवाल OTHER पुत्र .. हाजिर है । प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । प्रलेख के अनुसार 10 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी नितीश शर्मा पिता --- निवासी बकील गुरुग्राम व श्री/श्रीमती/कुमारी सिद्धार्थ कुमार पिता राजिंदर कुमार निवासी 4 सहनेवाल बुधिनना पुनजव ने की । साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।





(i) **Fount Propbuild Pvt. Ltd.**, (CIN NO. U45200DL2007PTC157505, PAN AABCF0552C) a company duly registered under the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C 2, District Centre, Saket, New Delhi - 110 017 and Corporate Office at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram - 122002, Haryana, acting through Mr. Aakil Ali (Aadhar Card No. 946626450885) duly authorized by the Board of Directors of the Company vide Resolution dated 08.10.2020 (Annexure-1);

(ii) **Foyer Propbuild Pvt. Ltd.**, (CIN NO. U45200DL2007PTC157509, PAN AABCF0555F) a company duly registered under Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C 2, District Centre, Saket, New Delhi - 110 017 and Corporate Office at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram - 122002, Haryana, acting through Mr. Aakil Ali (Aadhar Card No. 946626450885) duly authorized by the Board of Directors of the Company vide Resolution dated 08.10.2020 (Annexure-2);

(iii) **Jive Propbuild Pvt. Ltd.**, (CIN NO. U45200DL2007PTC157920, PAN AABCJ7909F) a company duly registered under Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C 2, District Centre, Saket, New Delhi - 110 017 and Corporate Office at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram - 122002, Haryana, acting through Mr. Aakil Ali (Aadhar Card No. 946626450885) duly authorized by the Board of Directors of the Company vide Resolution dated 08.10.2020 (Annexure-3);

(iv) **Kamdhenu Projects Pvt. Ltd.**, (CIN NO. U70102DL2006PTC149136, PAN AAHFK9392A) a company duly registered under Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C 2, District Centre, Saket, New Delhi - 110 017 and Corporate Office at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram - 122002, Haryana, acting through Mr. Aakil Ali (Aadhar Card No. 946626450885) duly authorized by the Board of Directors of the Company vide Resolution dated 08.10.2020 (Annexure-4), (hereinafter collectively referred to as the "**Landowners**" / "**Vendor No. 1**" which term or expression shall unless repugnant to the context and meaning thereof mean and include each of them, their respective successors-in-interest, nominees and permitted assigns); AND **EMAAR INDIA LIMITED** (Formerly known as Emaar MGF Land Limited) (CIN No. U45201DL2005PLC133161, PAN No. AABCE4308B), a company duly registered under Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306-308, Square One, C 2, District

For Fount Propbuild Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited

Authorized Signatory

Authorized Signatory

Authorized Signatory

For Jive Propbuild Pvt. Ltd.

For Kamdhenu Projects Pvt. Ltd.

For ELAN CITY LLP

Authorized Signatory

Reg. No.

Reg. Year

Book No.

4851

2020-2021

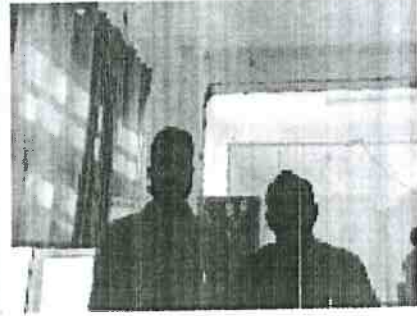
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विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- मैसर्स फोर प्रोपबिल्ड प्रा लि नई दिल्ली में फाउंड प्रोपबिल्ड प्रा लि आफिस 109 में कामधेनु प्रोजेक्ट प्रा लि में जीव प्रोपबिल्ड प्रा लि आफिस 109 नई दिल्ली thru अविनाश भागिया OTHER एमार इंडिया लिमिटेड

क्रेता :- thru गौरव खंडेलवाल OTHER एलान सिटी एल एल पी

गवाह 1 :- नितीश शर्मा

गवाह 2 :- सिद्धार्थ कुमार

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4851 आज दिनांक 21-12-2020 को बही नं 1 जिल्द नं 55 के पृष्ठ नं 53.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1133 के पृष्ठ संख्या 1 से 3 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 21-12-2020



उप/सयुक्त पंजीयन अधिकारी(बादशाहपुर)

Centre, Saket, New Delhi - 110 017, and Corporate Office at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram - 122002, Haryana, acting through its duly Authorized Signatory Mr. Avinash Bhagia (Aadhar Card No. 4090 5826 0568) duly authorized vide Resolution dated 20.10.2020 (Annexure-5) passed by Board of Directors hereinafter referred to as the “Vendor No. 2”, (which term or expression shall unless repugnant to the meaning or context thereof include it and its successors-in-interest, nominees and permitted assigns); The term and expression the “Vendor No. 1” and the “Vendor No. 2” are hereinafter collectively referred to as the “VENDORS” of the ONE PART;

AND

ELAN CITY LLP, (LLPIN No. AAU-2796 PAN No.AAIEF6004A), a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 having its Registered Office at 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector-42, Gurugram, Haryana-122002 through its Authorized Signatory Mr. Gaurav Khandelwal (Aadhaar Card No. 821797282896) duly empowered to execute this Conveyance Deed vide Letter of Authority dated 10.11.2020 (Annexure-6) duly signed by Designated Partners of the Firm, hereinafter referred to as the “VENDEE” (which term or expression shall, where the context so permits, include it, each of its partners, their respective successors-in-interest, nominees and permitted assigns) of the OTHER PART.

The terms and expression the “Vendors” and the “Vendee” are hereinafter referred to as a “Party” and collectively as “Parties”.

REPRESENTATIONS OF THE PARTIES

WHEREAS:

- A. Vendor No. 2 is engaged in the business of real estate and infrastructure development. Vendor No. 2 is developing in a planned and phased manner a licensed Residential Plotted Colony (“Colony”) under the name and style of “Marbella” on piece and parcel of land admeasuring 107.919 Acres approximately (43.673 Hectares approximately) situated in revenue estate of Village Maidawas, Sector – 66, Tehsil Badshahpur, Gurugram-Manesar Urban Complex, District Gurugram, Haryana. License bearing No. 97 of 2010 dated 18.11.2010 for 108.006 Acres and License bearing No. 41 of 2011 dated 03.05.2011 for 1.063 Acres, have been granted by Directorate of

For Fount Propbuild Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited

Authorised Signatory

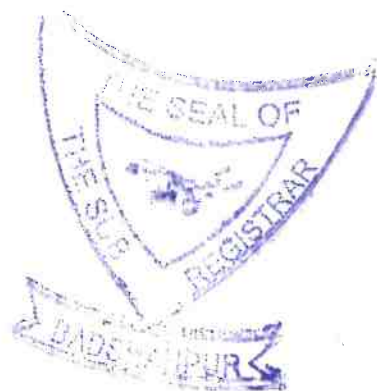
Authorised Signatory

Authorised Signatory

For Jive Propbuild Pvt. Ltd.

For Kamdhenu Projects Pvt. Ltd.

For ELAN CITY LLP



Town & Country Planning, Haryana, Chandigarh (“DTCP”) for development of the said Colony in the name of Vendor No. 1 in association with other entities details whereof are mentioned in the aforesaid licenses. By virtue of grant of licenses referred to above, Vendors are entitled to undertake the conceptualization, promotion, construction and development of plots, villas, commercial areas, community facilities, EWS units in the licensed Colony. Further, an area admeasuring 1.15 Acres out of License bearing No. 97 of 2010 was de-licensed vide Order No. LC-2169-B-JE(MS)-2017/2806 dated 14.02.2017. All the aforesaid licenses are valid and subsisting.

- B.** In terms of agreement(s) executed between the Vendor No. 2 on one hand and the Vendor No. 1 / other entities on the other hand, the Vendor No. 2 has got the irrevocable and exclusive right not only to undertake the development of the Colony but also the marketing and selling of the villas, units, independent floors, commercial spaces, commercial plots etc. in the said Colony as per the approvals accorded by the concerned statutory / regulatory authorities under the applicable laws. Part of the said Colony including the Demised Site (*as defined hereinafter*) is registered with Haryana Real Estate Regulatory Authority for Gurugram at Gurugram (“HRERA”), vide Registration No. 307 dated 17.10.2017.
- C.** Vendors are seized and possessed of a Commercial Plot in the said Colony bearing No. “**Commercial-1**” (hereinafter referred to as the “**Demised Site**”) having a plot area admeasuring 1.462 acres (0.5916 hectares) approximately, in accordance with the Layout Plan approved by DTCP vide Drg. No. DG, TCP-2239 dated 20.09.2010 and Revised Layout Plan vide Memo No. LC-2169-B/SD(DK)/2020/17224 dated 29.09.2020. The Zoning Plan has been approved by DTCP vide Memo No. ZP-690/AD(RA)/2013/35484 dated 04.04.2013. Vendor No. 2 has already applied for Revised Zoning Plan vide its letter dated 16.10.2020. Vendor No. 2 has also applied for Part Completion Certificate for the part of the said Colony including the Demised Site in total aggregating to 47.393 Acres and the Vendee is satisfied with the same.
- D.** The Demised Site has been shown in yellow colour in the Site Plan appended to this Deed (Annexure-7). The Vendors confirm that the aforesaid Site Plan is correct as per spot and the same correctly indicates the Rectangle Numbers and Kila Numbers and the sanctioned site has been correctly superimposed on the aforesaid revenue units and the Vendee is satisfied with the same.

For ELAN CITY LLP

Authorised Signatory

For Fount Propbuild Pvt. Ltd.

For Kamdhenu Projects Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited
Authorised Signatory

For Jive Propbuild Pvt. Ltd.
Authorised Signatory

Authorised Signatory

Authorised Signatory



E. It has been represented by the Vendors that the land admeasuring 11 Kanals 4 Marlas (1.4 Acres) forming part of the Demised Site is presently owned by the following entities: –

(a) Land bearing Rectangle No. 17, Kila No. 4/2/1 min (0-5) Kila No.7/2 (4-10) admeasuring 4 Kanals 15 Marlas to the extent of 3502/4401 share measuring 3 Kanals 15 Marlas 5 Sarsai situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed Site Plan is owned by Fount Propbuild Pvt. Ltd. The said Land is reflected in the Jamabandhi for the years 2019-2020 vide Khevat No.443(384 min), Khatoni No.461. The said land holding had been purchased by Fount Propbuild Pvt. Ltd. vide registered Sale Deed bearing Vasika number 690 dated 10.04.2007, Rectification Deed bearing Vasika No. 16554 Dated 14.11.2007. Mutation bearing No. 2737 was sanctioned on the basis of the aforesaid registered Sale Deed. The extent of land mentioned hereinabove was allocated to the company in partition and mutation bearing number 3611 was sanctioned on the basis of partition referred to above.

(b) Land bearing Rectangle No. 17 Kila No. 4/2/1 min (0-5), Kila No.7/2 (4-10) admeasuring 4 Kanals 15 Marlas to the extent of 146/1467 share measuring 9 Marlas 4 Sarsai situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed Site Plan is owned by Foyer Propbuild Pvt. Ltd. The said Land is reflected in the Jamabandhi for the years 2019-2020 vide Khevat No.443(384 min), Khatoni No.461. The said land holding had been purchased by Foyer Propbuild Pvt. Ltd. vide registered Sale Deed bearing Vasika No. 650 dated 10.04.2007, Rectification Deed bearing Vasika No.16548 dated 14.11.2007. Mutation bearing No. 2746 was sanctioned on the basis of the aforesaid registered Sale Deed. The extent of land mentioned hereinabove was allocated to the company in partition and mutation bearing number 3611 was sanctioned on the basis of partition referred to above.

(c) Land bearing Rectangle No. 17 Kila No. 13 min (2-9) admeasuring 2 Kanals 9 Marlas situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed Site Plan is owned by Jive Propbuild Pvt. Ltd. The said Land is reflected in the

For Fount Propbuild Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited

For Jive Propbuild Pvt. Ltd.

Authorized Signatory

Authorized Signatory

For Kamdhenu Projects Pvt. Ltd.

For ELAN CITY LLP

Authorized Signatory



Jamabandhi for the years 2019-2020 vide Khevat No.494/429, Khatoni No.524. The said land holding had been purchased by Jive Propbuild Pvt. Ltd. vide registered Sale Deed bearing Vasika No. 740 dated 10.04.2007 and Rectification Deed bearing Vasika No. 16546 Dated 14.11.2007. Mutation bearing No. 2742 was sanctioned on the basis of the aforesaid registered Sale Deed.

- (d) Land bearing Rectangle No. 17 Kila No. 14/1 min (2-5), Kila No.14/2/1 min (2-5) admeasuring 4 Kanals 10 Marlas situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed Site Plan is owned by Kamdhenu Projects Pvt. Ltd. The said Land is reflected in the Jamabandhi for the years 2019-2020 vide Khevat No.491/426, Khatoni No.521. The said land holding had been purchased by Kamdhenu Projects Pvt. Ltd. vide registered Sale Deed bearing Vasika No. 8401 dated 14.07.2006. Mutation bearing No. 2658 was sanctioned on the basis of the aforesaid registered Sale Deed.

- F. The land described above in total admeasuring 11 Kanals 4 Marlas (1.4 Acres) situated in revenue estate of Village Maidawas, Sector 66, Tehsil Badshahpur, District Gurugram, Gururam-Manesar Urban Complex, Gurugram, Haryana is owned and possessed by the Vendors. The said land holding ad-measuring 11 Kanals 4 Marlas (1.4 Acres) situated in revenue estate of Village Maidawas, Sector 66, Tehsil Badshahpur, District Gurugram, Gururam-Manesar Urban Complex, Gurugram, Haryana which forms part of the land as shown in yellow colour in the annexed Site Plan has hereinafter been referred to as the **“Said Property”** and is the property which the subject matter of and is being sold by virtue of this deed (Conveyance Deed). It is clarified that the expression ‘Said Property’ not only comprises the ownership and possessory rights in respect of parcel of land admeasuring 11 Kanals 4 Marlas (1.4 Acres) described above forming part of area shown in yellow colour in the annexed Site Plan but it also includes all rights, easements, privileges etc. appurtenant thereto including but not confined to the right to promote, construct, develop and sell etc. the constructed/unconstructed FSI duly sanctioned in accordance with the applicable law by the concerned statutory authority as per FAR @ 150. The said factum has been confirmed by the Vendee and the Vendee is satisfied regarding the same. The Vendee is entering into a separate contractual arrangement with Vendor No. 2 for construction, development and implementation of

For ELAN CITY LLP

Authorised Signatory

For Fount Propbuild Pvt Ltd

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited

For Jive Propbuild Pvt. Ltd.

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory

Authorised Signatory



constructed/unconstructed FSI duly sanctioned as per FAR @ 150 against the remaining share of Demised Site measuring 10 Marlas.

- G. It is further admitted and acknowledged by the Vendors that it recognises the absolute and irrevocable right of the Vendee to promote, construct, develop, implement and sell Commercial Project / unconstructed FSI/ Said Property as per the requisite approvals granted by the concerned statutory / regulatory authorities under the applicable laws. It is specifically agreed and understood by the Vendee that by virtue of this deed, the Vendors are selling and the Vendee is purchasing the Said Property as succinctly set out above.
- H. Vendee being itself engaged in business of real estate development had evinced interest to purchase the Said Property from the Vendors and to develop the Demised Site. The Vendee had accordingly approached the Vendors for the purchasing all the rights, title and interest of the Vendors in the Said Property in its favour for undertaking promotion, construction and, development and sale of commercial project on the Demised Site as per the requisite approvals.
- I. Vendee acknowledges that the Vendors have readily provided all the details, information, clarifications and the documents and approvals concerning the said Colony and more particularly the Demised Site, as required by the Vendee and that the Vendee has not relied upon and is not influenced by any brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever written or oral made by the Vendors. The Vendee after conducting its own due diligence, investigations and judgment is proceeding to purchase the Said Property which is the subject matter of this Deed.
- J. Vendee had requested the Vendors and the Vendors have allowed the inspection of the ownership and title record, location, verification of boundaries of the Demised Site and all other documents relating to the right, title and interest of the Vendors in the Said Property, and all other relevant details of the Demised Site and after being fully satisfied in all respects and after understanding all limitations and obligations of the Vendors in respect of the Demised Site, including its use etc. and the fact that the Colony is being developed in a planned and phased manner, the Vendee has offered to acquire and purchase all the rights, title and interest of the Vendors in respect of the Said Property to conceptualise, promote, construct, develop, implement, and sell a Commercial Project over the Demised Site as per the requisite approvals from the concerned statutory / regulatory

For ELAN CITY LLP

Authorised Signatory

For Found Propbld Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

For Emaar India Limited

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For Jive Propbuild Pvt. Ltd. For Kamdhenu Projects Pvt. Ltd.

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authorities under the applicable laws and Vendors have agreed to sell the Said Property to the Vendee in the manner as stated in this Deed.

- K.** The development shall be undertaken by the Vendee on the assumption that Commercial Project shall be constructed / /implemented after consuming / utilizing 150% FAR. Both the Parties are/were aware that benefit of additional FAR over and above the sanctioned FAR as is available in terms of GRIHA/ Transfer of Development Rights (TDR Policy) / Transit Oriented Development (TOD Policy) and/or any other policy issued / to be issued by DTCP and/or any other competent authority. In case additional FAR for the Commercial Project on the Said Property becomes available and is duly utilized by the Vendee on account of the development of Commercial Project on the Demised Site in terms of GRIHA / TDR / TOD policy and/or any other policy issued / to be issued by DTCP, Haryana and/or any other Competent Authority, in that event the Vendors shall not claim / demand any extra amount / charges / consideration on account of such increased FAR. Entire cost and expenses in this regard shall be incurred by and be to the account of the Vendee.
- L.** Both the Parties relying upon each other's confirmations, representations and assurances have agreed to execute this Deed regarding the sale and transfer of the Said Property unto the Vendee.
- M.** Vendors hereby assure and confirm that the Said Property is not subject to any charge, lien and encumbrances, sale, mortgage lease etc., and there is no dispute, attachment, notification of acquisition, etc. of any kind of any governmental authority, body, court, tribunal or authority. The Vendors have further conveyed to the Vendee that the Vendors have not entered into any agreement for sale and transfer of the Said Property with any other person, entity or body. The Vendee has confirmed to the Vendors that the Vendee is purchasing the Said Property with full knowledge of all the applicable laws, rules, regulations, notifications, etc. pertaining to the Said Property and the approvals granted by the competent authority(ies)/ statutory authority(ies) / Government agencies for the Colony including the Demised Site. The Vendee further admit that it has complete knowledge of all the applicable laws, rules, regulations, notifications, etc. pertaining to the Demised Site, and the designated use, applicable norms for the development thereof and the use of the various units to be developed thereon.

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- N. This Conveyance Deed for the Said Property is being executed and registered by the Vendors in favour of the Vendee on the terms and conditions as contained herein after and as recorded to herein.

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. In accordance with the terms of this Deed and in consideration of the total price of Rs. 43,08,00,000/- (Rupees Forty Three Crores Eight Lakhs Only) paid by the Vendee and received by the Vendor No. 2, the Vendors do hereby sell, convey, grant, assign and transfer unto the VENDEE by way of sale, the Said Property, forming part of commercial plot bearing number "Commercial-1", as shown in yellow colour in the annexed Site Plan and all rights, easements, privileges appurtenant thereto including but not confined to promotion, construction, development, implementation and sale etc. of constructed Commercial Project / unconstructed FSI duly sanctioned and/or increased FAR thereof in accordance with the applicable law by the concerned statutory authority(ies) / statutory authority(ies) / Government agency(ies) against the said area i.e. the Said Property. In lieu of payment of sale consideration amount as referred to hereinabove the Vendors also recognize the absolute and irrevocable right of the Vendee to promote, construct, develop, implement and sell Commercial Project / unconstructed FSI over the Demised Site free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever available to the Demised Site as per the requisite approvals granted by the concerned statutory authority(ies) /Government agency(ies) under the applicable laws.
2. That total sale consideration amount of Rs.43,08,00,000 _/- (India Rupees Forty Three Crores and Eight Lakhs Only) has been paid by the Vendee to the Vendors in the following manner: –
 - (i) Rs.6,94,75,000/- (Indian Rupees Six Crores Ninety Four lakhs and seventy five thousand _only) vide Demand Draft bearing No.059449 dated 15.12.2020 drawn on HDFC Bank, Sector-53 Branch, Gurugram..
 - (ii) Rs.7,44,37,500/- (Indian Rupees Seven Crores Forty four lakhs thirty seven thousand and five hundred only) vide cheque bearing No. 000003 dated 21.02.2021 drawn on HDFC Bank, Sector-53 Branch, Gurugram..
 - (iii) Rs.7,44,37,500/- (Indian Rupees Seven Crores Forty four lakhs thirty seven thousand and five hundred only) vide cheque

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bearing No. 000004 dated 21.02.2021 drawn on HDFC Bank, Sector-53 Branch, Gurugram..

- (iv) Rs.9,92,50,000/- (Indian Rupees Nine Crores Ninety two lakhs and fifty thousand only) vide cheque bearing No. 000005 dated 21.05.2021 drawn on HDFC Bank, Sector-53 Branch, Gurugram
- (v) Rs.10,99,69,000/- (Indian Rupees Ten Crores Ninety nine lakhs and sixty nine thousand only) vide cheque bearing No. 000006 dated 21.05.2021 drawn on HDFC Bank, Sector-53 Branch, Gurugram
- (vi) TDS amounting to Rs.32,31,000/-(Indian Rupees Thirty Two Lakhs and thirty one thousand only) being 0.75% of the total sale consideration amount of Rs.43,08,00,000/-(Indian Rupees Forty Three Crores and Eight lakhs only) as per the provisions of Income Tax Act 1961 has been deposited by the Vendee by way of the following challans:-

S. No.	Challan No.	Date	Amount
1	21959	19.12.2020	8,07,750/-
2	21962	19.12.2020	8,07,750/-
3	21964	19.12.2020	8,07,750/-
4	21958	19.12.2020	8,07,750/-
			32,31,000/-

3. That the Vendee has assured and undertaken, confirmed and declared to the Vendors that the cheques referred to hereinabove towards the sale consideration shall be duly encashed upon presentation and Vendee and/or anyone claiming through or under the Vendee shall not take any steps to forestall the realization of the aforesaid cheques on their due presentation by the Vendor. The Vendee undertakes to maintain sufficient balance in the bank account from which the aforesaid cheques have been issued so as to ensure encashment of the said cheques upon presentation by the Vendors.
4. That payment mentioned hereinabove has/have been made in favour of the Vendor No. 2 by the Vendee at the behest and instance of the Vendors. It has been agreed and understood between the Parties that payment in favour of the Vendor No. 2 is specifically admitted by the Vendors to be in valid and lawful discharge of financial liability by the Vendee in so far payment of Sale Consideration is concerned.

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5. That the Vendors hereby admit and acknowledge that subject to the due realization of the aforesaid cheques upon their presentation by the Vendors, they have received the entire Sale Consideration from the Vendee pertaining to the Said Property and all rights appurtenant thereto. No amount whatsoever is outstanding or payable to the Vendors by the Vendee towards any account.
6. That the Vendors covenant that the Vendee shall be entitled to peaceful and quiet enjoyment of the Said Property without any let, hindrance, interruption or disturbance from the Vendors or from anyone claiming through or under the Vendors and without interference from anyone else. The Vendee is now full-fledged owner in possession of the Said Property alongwith all rights, easements, privileges etc. appurtenant thereto and the Vendors are not left with any right, interest or title therein as mentioned in this Deed.
7. That the Vendors have also granted authorizations in favour of the VENDEE by way of irrevocable Power of Attorney in respect of Said Property. The VENDEE shall be entitled to get the licence and/or Change Of Developer in respect of Demised Site transferred (if legally permissible) on the basis of this Conveyance Deed at its cost and expense.
8. That the VENDORS admit and acknowledge that it shall be lawful for the Vendee for all times hereafter to enter upon the Said Property and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendors.
9. That the Vendors hereby assure the Vendee and covenants that they have got a clear marketable title in respect of the Said Property and are entitled to sell the same. The Vendors have also assured the Vendee that Said Property is free from all types of disputes, restraint orders, attachments, acquisition, third party claims, alienations etc. and that no litigation or dispute whatsoever is pending in respect of the same before any court or authority. The Vendors have further assured the Vendee that they have not entered into any agreement of sale relating to the Said Property with any other person and that they are absolute owners and in possession thereof. The Vendors have further assured the Vendee that they have not executed any prior agreement of sale in respect of Said Property in favour of any other person / company / entity.
10. That the Vendors have assured unto 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 Said Property and in case any

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such amounts are found payable till date, the same shall be paid / discharged / satisfied by the Vendors. The Vendors have sold the Said Property absolutely to the Vendee along with all rights and easements, appurtenant thereto. Vendors have conveyed to the Vendee that there is no legal impediment which prohibits the Vendors from executing and proceeding to register the present Conveyance Deed and/or transferring / conveying title and possession with regard to the Said Property as comprised in the Demised Site.

11. That in case any of the representations made by the Vendors are found to be incorrect or in case whole or any part of the Said Property is lost or goes out of possession / control of the Vendee due to any concealment or defect in the title of the Vendors or any loss is caused to the Vendee / its customers due to defect in title of the Vendors in the Said Property, in that event Vendors shall be liable and responsible to indemnify / make good the loss, damages etc. suffered by the Vendee and persons claiming through or under the Vendee.
12. That the sale consideration mentioned above includes the complete External Development Charges ("EDC") / complete State Infrastructure Development Charges (earlier Infrastructure Development Charges) ("IDC") charges applicable as on date. Further the Vendors have assured the Vendee that the EDC and IDC as on date stands completely deposited to the competent authority(ies) / statutory authority(ies) / Government agency(ies). Vendee hereby specifically agrees to pay any further increase in / levy of EDC / IDC, (by whatever name called or in whatever form) or any other cess, charges or levy on pro-rata basis directly to the competent authority(ies) / statutory authority(ies) / Government agency(ies). If, however, the Vendors are required to pay, such increase of EDC / IDC to the competent authority(ies) / statutory authority(ies) / Government agency(ies), then the Vendee agrees to pay / reimburse the same to the Vendors promptly on demand being made by the Vendors without any demur or protest. The determination of the pro rata share of the Vendee by the Vendors shall be final and binding on the Vendee. Vendee affirms that if the increased EDC/IDC or other such charge is not paid, the Vendee shall be liable to pay interest calculated at 12% per annum or at such higher rate as may be statutorily prescribed by DTCP / competent authority(ies) / statutory authority(ies) / Government agency(ies) for delayed payments and the Vendors shall be free to carry out all necessary actions, as approved by law, for recovery of the said charges at the cost and expense of the Vendee.

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13. That the Vendee acknowledges and confirms that in addition to EDC / IDC, as mentioned hereinabove, the Government of India and/or Government of Haryana and/or any other competent authority(ies) / statutory authority(ies) /Government agency(ies) under the applicable law, may impose/levy additional levy(ies), fees, cesses, charges etc. by whatever name called, as leviable in future and in that event, the Vendee shall be obligated to pay the same either directly to the competent authority(ies) / statutory authority(ies) / Government agency(ies) or if paid by the Vendors / Vendor no. 2 or demanded from the Vendors, pay the same to the Vendors / Vendor No. 2 on pro-rata basis in accordance with the demand being raised by the Vendor No. 2 on the Vendee in this regard. The Vendors shall however be liable to pay all such charges including but not confined to External Development Charges/ State Infrastructure Development Charges etc. as may be levied / demanded by the competent authority(ies) / statutory authority(ies) / Government agency(ies) from the Vendors / Vendor No. 2 in respect of the Demised Site, provided the said demand pertains to the period prior to the execution / registration of instant Deed even though such demand may be raised by the competent authority(ies) / statutory authority(ies) / Government agency(ies), pursuant to registration of this Deed. In case of delay in payment of the said charges the Vendee/ Vendors as the case may be shall be liable to pay interest calculated at 12% per annum or at such higher rate as may be statutorily prescribed by DTCP / competent authority(ies) / statutory authority(ies) / Government agency(ies) for delayed payments.
14. The Vendee confirms and undertakes to pay all government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, levied in future by the government, municipal authority or any other competent authority(ies) / statutory authority(ies) / Government agency(ies) on / in relation to the Demised Site / Said Property in particular and/or the Colony in general, as assessable or applicable from the date of execution of present Deed. The Vendors are aware that the Vendee shall only be liable to make pro rata payments for the Colony as contemplated above provided the licence for the Demised Site / the Said Property is not segregated by DTCP. The Vendee further agrees that till the time the Demised Site / Said Property is not assessed separately, then it shall timely and punctually pay the same on pro-rata basis as determined and demanded by the Vendors which shall be final and

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binding on the Vendee. If the Said Property / Demised Site is assessed separately, the Vendee shall pay directly to the competent authority on demand being raised by the competent authority(ies) / statutory authority(ies) / Government agency(ies).

15. That the Vendors undertakes to pay all government rates, tax on land, municipal taxes, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, levied in past by the government, municipal authority or any other competent authority(ies) / statutory authority(ies) / Government agency(ies) on / in relation to the Demised Site / Said Property as assessable or applicable till the date of execution of present Deed.
16. That the Vendors have clarified that the Vendors and its constituents shall have no liabilities or responsibilities of any nature in respect of promotion, construction, development and sale of the Commercial Project over the Said Property and approvals of the Commercial Project referred to above and the same shall solely be discharged by the Vendee. Nothing contained in this clause shall apply in case any defect in title of the Vendors in respect of Said Property is discovered or any flaw is found in the capacity, competence and capability of the Vendors to transfer valid and marketable title/physical possession of the Said Property in favour of the Vendee at any subsequent point of time.
17. That the Vendee undertakes to abide by the terms and conditions of the undertaking and the affidavits submitted by Vendors at the time of grant of license or approval of layout or approval of zoning plan of the said Colony including the Demised Site being a commercial plot. Vendee understands that the Demised Site is part of 4% commercial component allowed under the applicable norms for a licensed plotted residential colony and as such the Demised Site being an integral part of the Colony shall always be in conformity with the approvals for the said Colony including the commercial user thereof and the Vendee shall remain bound by the same and keep the Vendors fully indemnified and harmless in this regard. Vendee further, in terms of the approved layout, undertakes that it shall construct:
- 2 Beauty Parlours – 12 SQM Each
 - 2 Clinics – 250 SQM Each
 - 2 ATM – 12 SQM. Each
 - 2 Multi-Purpose Booths – 5 x 5.5M Each
18. That the Vendor No. 2 has laid master services till the boundary line of the Demised Site at a particular location as per the Vendors' plans

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and the Vendee shall lay internal services on its own accordingly and in conformity with the applicable norms qua the Colony and qua the development to be undertaken and carried out on the Demised Site all as per the applicable approvals in relation to the said Colony in general and the Demised Site in particular and as per the applicable laws, all at the cost and expenses of the Vendee. Vendors shall in no manner be liable and responsible in relation to the aforesaid internal services including all compliances in relation thereto.

19. That the Vendee shall at its own costs obtain approvals and supply of electricity, water or any other utilities from the Vendor No. 2/ Person / entity holding the bulk supply connection / the main connection and/or any other entity, so entitled to do so as per the applicable law and the applicable norms. Vendee is entitled to obtain and make operational independent direct connection for the supply of electricity, water or any other utilities from the concerned entity authorized to provide such connection and supplies, in which case it shall be a sole obligation and liability of the Vendee to make all payments and compliances for getting the said connections, installations, energization/operations thereof and for consumption and user thereof.
20. That the Vendee may have its power/ water requirement / supply from the Vendor No. 2 and / or any entity so nominated by the Vendor No. 2, and /or the entity so authorized and empowered to do so, all as per the commercial tariff as applicable to the same category of consumers in the Colony (only if services taken from the vendor No .2). The Vendee confirms to have understood that such power generating and/or supplying equipment may during its operation cause inconvenience to the Vendee but the Vendee shall not be entitled to object to the same. This clause shall survive the conveyance of the Said Property or any subsequent sale / re-sale and/or conveyancing thereof.
21. That in case any other facility / amenity made available by the Vendors for the Colony or any part or portion thereof, is used/utilized by the Vendee in that event the Vendee shall make payment of pro-rata charges. The Vendee at its absolute discretion shall be entitled to call upon the Vendors to make available any facility/amenity which the Vendors are legally obliged to make available in the Colony for the Demised Site.
22. The Vendee shall bear and pay the maintenance charges for the services and facilities availed by it for the Commercial Colony subject matter of this Conveyance Deed, wherein the Demised Site is

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located. The quantum of maintenance charges for such availed services and facilities payable by the Vendee shall be the same as may be realized by the Vendor No. 2/Maintenance Agency/ RWA from owners of plots in the Colony as per the bills raised by the Maintenance Agency from time to time.

23. That the Vendors have handed over the vacant and peaceful physical possession of the Said Property to the Vendee after due verification of the boundaries, area, etc. of the Said Property. Vendee is fully satisfied and has no claim of any nature whatsoever and the Vendee confirms that the above are as represented. Vendee acknowledges and confirms having received the legal and physical possession of the Said Property.
24. That the Vendee shall be responsible for obtaining and maintaining, at its own cost and expenses all the necessary approvals / permits required by the competent authority(ies) /statutory authority(ies) /government authority(ies) / agency(ies) to develop, implement, construct a Commercial Project / Commercial Complex on the Said Property in particular and the Demised Site in general and to sell, transfer, lease out, let-out and/or create third party rights, etc. in or upon the various units or spaces of the Commercial Project / Commercial Complex on the Said Property, all as per the applicable law and the applicable norms and applicable approvals including but not limited to construction norms circulated from time to time by DTCP, NGT and/or any other competent authority(ies) /statutory authority(ies) /government authority(ies) / agency(ies), disposal of waste / sewage, sewage treatment plant, environmental norms and labour compliances etc. and shall remain bound by all the directions, instructions, advisories issued by competent authority(ies) /statutory authority(ies) /government authority(ies) / agency(ies) on / in relation to the Said Property in particular and the Demised Site in general from time to time.
25. That subject to the applicable laws the Vendee shall be free to transfer, sell, lease out, let-out, etc. any developments so undertaken and carried out on the Said Property, without any consent or intimation to the Vendors.
26. That the Vendee shall not do anything illegal in or around the Demised Site and/or any part thereof (and/or any developments undertaken on) which tends to cause damage to any services of any other property adjoining/ adjacent or nearby to the Demised Site or in any manner interfere with the use thereof or of roads, lanes, passages

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or amenities available for common use in the Colony and every part and portion thereof.

27. That the Vendee confirms that all the obligations arising under this Deed in respect of the Demised Site and/or any part thereof (and /or any developments undertaken on) shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Demised Site and the developments thereon, as the said obligations go with the Demised Site for all intents and purposes and the Vendee assures the Vendors that the Vendee shall take sufficient steps to ensure the performance in this regard.
28. That the VENDEE shall at its own cost and expenses apply for and get the necessary approvals, permissions, sanctions, registrations etc. and NOC's i.e. building plans, occupation of the building, pollution, fire safety etc. Vendors shall provide all the relevant documents that may be required to be filed before the competent authority(ies) /statutory authority(ies) /government authority(ies) / agency(ies) even after execution of this Deed, at the costs and expenses of the Vendee, and as and when required by the Vendee, all subject to the applicable laws..
29. The approvals which are common for the entire Colony shall be obtained / procured by the Vendors and/or nominated Maintenance Agency / RWA for the Colony and the Vendee and/or persons claiming under or through the Vendee shall be bound to pay for their proportionate share of all the statutory fees, cost, expenses and other charges for the same including those for the renewal and extension thereof from time to time, as per the demand and advise of the Vendors and/or nominated Maintenance Agency / RWA for the Colony, as the case may be. However, nothing contained in this clause shall apply once Occupation Certificate is obtained by the Vendee after raising construction over the Demised Site or the licence in respect of the Said Property is transferred in favour of the Vendee.
30. That subject to applicable Law(s), the Vendee agrees and acknowledges that the Vendee shall not have any right over any area or development outside the Demised Site, although the same may form part of the Colony.
31. That the Vendee agrees and acknowledges that all the acts and actions of the Vendee towards the Said Property and the development thereon and that towards the Demised Site shall be in accordance with the applicable law and the relevant and applicable approvals, permissions,

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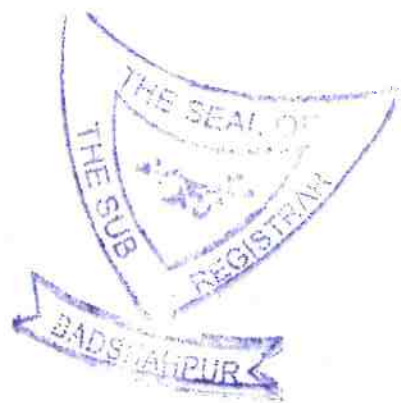
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sanctions, registrations, licenses etc. for the Colony in general and the Said Property and the Demised Site in particular.

32. That the Vendee shall not carry out fragmentation/sub-division of the land as comprised in the Demised Site, all in any manner whatsoever, under any circumstances (unless permissible under Applicable law) and in case it is done, the Vendee shall be solely and exclusively liable and responsible for all consequences, penalties, damages etc. arising therefrom. The Vendors shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Vendee shall keep the Vendors indemnified in this regard.
33. That the Vendee confirms that the liability towards all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges is that of the Vendee. The Vendee shall be liable for due compliance of the provisions of Stamp Duty Act, 1899 as applicable to the State of Haryana and the Registration Act, 1908 as applicable to the State of Haryana and any other law in relation to the registration of this Deed in favour of the Vendee. Any deficiency in the stamp duty, registration charges and other fee or charges for the execution and registration of this Deed in favour of the Vendee, as may be determined by the Sub-Registrar of Assurances / any Competent Authority(ies) / statutory authority(ies) / Government agency(ies) along with the consequent penalties / deficiencies as may be levied in respect of the Said Property conveyed by and under this Deed shall be that of the Vendee and be borne and paid by the Vendee exclusively. Further, the Vendee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be borne and payable by the Vendee. In any event, the Vendors shall have no liability in terms of the deficiency of stamp duty or any other provision of applicable laws. The Vendors shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Vendee shall keep the Vendors indemnified in this regard.
34. That the Vendors will provide the relevant papers for mutation of the Said Property in the name of the Vendee in the revenue records at the Vendee's cost and expenses.
35. That the Vendee shall obtain the approval of layout / building plans for the Demised Site from the competent authority(ies) / statutory authority(ies) / Government agency(ies) at its own cost and expense and if so required, the Vendors shall have to sign and provide all the

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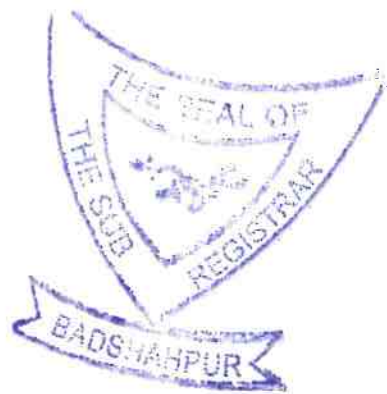
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documents, if any, so required from time to time by the Vendee in respect of approvals / permissions for development to the extent it can do so under the law.. On completion of construction the Vendee shall apply and obtain the Occupation Certificate from the competent authority(ies) / statutory authority(ies) / Government agency(ies) / authorities and provide a copy thereof to the Vendors. However, obtaining the Completion Certificate of the complete Colony, shall be that of the Vendors, subject to Vendee being in compliance of the Applicable Laws, rules, regulations applicable to the Demised Site and the Said Property. After obtaining of the Occupation Certificate in respect of the Commercial Project on the Demised Site, the Vendee shall not bear any cost towards the renewal of license, completion etc. for the Colony.

- 36. That the Vendors have assured the Vendee that notwithstanding the execution and registration of this Deed the Vendors shall execute all such requisite documents, authorizations etc. as may be required for confirmation of the absolute transfer of the Said Property in favour of the Vendee. However, all costs and expenses in this behalf shall be borne by the Vendee. The Vendee on its own shall be entitled to get mutation sanctioned on the basis of this registered Deed and shall get its name substituted in the relevant records as owner in possession of the Said Property.
- 37. That it has been specifically agreed that the relationship between the Parties shall be that of Principal to Principal and the Vendee shall not, in any case, be considered as an agent of the Vendors. It is specifically agreed between the parties that the Vendors shall not be responsible for and shall not be held liable for any contingency, accident or mishap happening during development, execution and construction stage or otherwise.
- 38. That the Vendee confirms and acknowledges that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the competent authority(ies) /statutory authority(ies) /government authority(ies) / agency(ies).
- 39. That the Vendee / the Vendors acknowledges that if any clause of this Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable

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laws; and the remaining provisions of this Deed shall remain valid and legally enforceable.

40. That the Courts at Gurugram alone and the Punjab and Haryana High Court at Chandigarh shall have exclusive jurisdiction in the matter.

41. That the Recitals of this Deed and representations therein along with the Schedules and Annexures to this Deed shall form an integral part of this Deed and shall be read as necessary terms and conditions of this Deed.

SCHEDULE

1. M/s Fount Propbuild Pvt. Ltd. 3502/4401 share, M/s. Foyer Propbuild Pvt. Ltd. 146/1467 share,

Village	Rectangle No.	Killa No.	Area Kanal – Marla
Maidawas	17	4/2/1min	0 – 5
		7/2	4 – 10
		Total: Share:	4Kanal- 15 Marla 4 Kanal – 5 Marla or 0.53125acre

2. M/s. Jive Propbuild Pvt. Ltd.

Village	Rectangle No.	Killa No.	Area Kanal – Marla
Maidawas	17	13min	2 – 9
		Total:	2Kanal- 9Marla or 0.30625 acre

3. M/s.Kamdhenu Projects Pvt. Ltd.

Village	Rectangle No.	Killa No.	Area Kanal – Marla
Maidawas	17	14/1min	2 – 5
		14/2/1min	2 – 5
		Total:	4Kanal- 10Marla or 0.5625 acre

		G.Total:	11Kanal- 4Marla or 1.4 acre
--	--	-----------------	--

For Fount Propbuild Pvt. Ltd.

Authorised Signatory

For Jive Propbuild Pvt. Ltd.

Authorised Signatory

For Foyer Propbuild Pvt. Ltd.

Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory

For Emaar India Limited

For ELAN CITY LLP

Authorised Signatory



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at the places and on the day, month and year mentioned above.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Witnesses:

DRAFTED BY

NITISH SHARMA, ADVOCATE
GURGAON

NITISH SHARMA, ADVOCATE
GURGAON

2.

SIDDHARTH KUMAR S/o
SH. RAJINDER KUMAR
H: No - 535, SEC-47
GURUGRAM HARYANA
122002

1. For Fount Propbuild Pvt. Ltd.
For Fount Propbuild Pvt. Ltd.

Authorised Signatory
Authorised Signatory

2. For Foyer Propbuild Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

Authorised Signatory

3. For Jive Propbuild Pvt. Ltd.

For Jive Propbuild Pvt. Ltd.

Authorised Signatory
Authorised Signatory

4. For Kamdhenu Projects Pvt. Ltd.

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory
Authorised Signatory

5. For Emaar India Limited.
(Formerly known as Emaar MGF

Land Limited)
For Emaar India Limited

Authorised Signatory
Authorised Signatory

For and on behalf of VENDORS

For ELAN CITY LLP

For ELAN CITY LLP

Authorised Signatory

For and on behalf of VENDEE



FOUNT PROPBUILD PRIVATE LIMITED

(Regd. Off.:- 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON OCTOBER 08, 2020

“RESOLVED THAT the consent of the Board be and is hereby accorded to execute agreements, deeds including Conveyance Deeds for the sale of Company’s share in developed plot admeasuring 1.46 acres, being developed by Emaar India Limited (formerly known as Emaar MGF Land Limited) under licence bearing no. 97 of 2010 and 41 of 2011, and owned by the Company as under:

Village	Land Details
Maidawas	Rectangle Number 17, Kila number 4/2/1 min (0K-5M), Kila No.7/2 (4K-10M) measuring 4 Kanals 15 Marlas to the extent of 3502/4401 share

RESOLVED FURTHER THAT Mr. Aakil Ali or Mr. Vipin Kumar, be and are hereby severally authorised, for and on behalf of the Company, to sign and execute the agreements, deeds including Conveyance Deeds, on behalf of the Company and to sign and execute all other related and ancillary documents and to appear before the concerned Registrar or Sub-Registrar, as the case may be, for registration before the Registrar or Sub-Registrar of Assurances and to admit execution of the Deeds / documents and do all such other acts, deeds and things as are incidental or consequential thereto for registration on behalf of the Company.

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary.”

CERTIFIED TO BE TRUE
For Fount Propbuild Private Limited

Reena
Director

For ELAN CITY LLP
Authorised Signatory

For Fount Propbuild Pvt. Ltd.

Authorised Signatory

For Foyer Propbuild Pvt. Ltd.

Authorised Signatory

For Jive Propbuild Pvt. Ltd.

Authorised Signatory

For Emaar India Limited

Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory

For Foyer Properties Pvt. Ltd.



FOYER PROPBUILD PRIVATE LIMITED

(Regd. Off.: - 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON OCTOBER 08, 2020

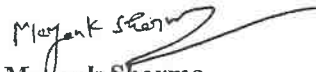
“RESOLVED THAT the consent of the Board be and is hereby accorded to execute agreements, deeds including Conveyance Deeds for the sale of Company’s share in developed plot admeasuring 1.46 acres, being developed by Emaar India Limited (formerly known as Emaar MGF Land Limited) under licence bearing no. 97 of 2010 and 41 of 2011, and owned by the Company as under:

Village	Land Details
Maidawas	Rectangle Number 17 Kila Number 4/2/1 min (0K-5M), Kila No.7/2 (4K-10M) measuring 4 Kanals 15 Marlas to the extent of 438/4401 share

RESOLVED FURTHER THAT Mr. Aakil Ali or Mr. Vipin Kumar, be and are hereby severally authorised, for and on behalf of the Company, to sign and execute the agreements, deeds including Conveyance Deeds, on behalf of the Company and to sign and execute all other related and ancillary documents and to appear before the concerned Registrar or Sub-Registrar, as the case may be, for registration before the Registrar or Sub-Registrar of Assurances and to admit execution of the Deeds / documents and do all such other acts, deeds and things as are incidental or consequential thereto for registration on behalf of the Company.

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary.”

CERTIFIED TO BE TRUE
For Foyer Propbuild Private Limited


Mayank Sharma
Director

For Fount Propbuild Pvt. Ltd.


Authorised Signatory

For Foyer Propbuild Pvt. Ltd.


Authorised Signatory

For Jive Propbuild Pvt. Ltd.


Authorised Signatory


For Emaar India Limited


Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.

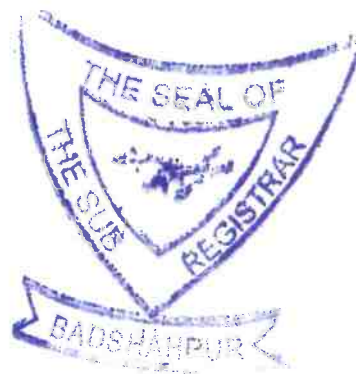

Authorised Signatory

For ELAN CITY LLP


Authorised Signatory

For Foyer Properties Pvt. Ltd.

At



JIVE PROPBUILD PRIVATE LIMITED

(Regd. Off.:- 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON OCTOBER 08, 2020

“RESOLVED THAT the consent of the Board be and is hereby accorded to execute agreements, deeds including Conveyance Deeds for the sale of Company’s share in developed plot admeasuring 1.46 acres, being developed by Emaar India Limited (formerly known as Emaar MGF Land Limited) under licence bearing no. 97 of 2010 and 41 of 2011, and owned by the Company as under:


Village	Land Details
Maidawas	Rectangle Number 17 Kila number 13 min (2K-9M) measuring 2 Kanals 9 Marlas

RESOLVED FURTHER THAT Mr. Aakil Ali or Mr. Vipin Kumar, be and are hereby severally authorised, for and on behalf of the Company, to sign and execute the agreements, deeds including Conveyance Deeds, on behalf of the Company and to sign and execute all other related and ancillary documents and to appear before the concerned Registrar or Sub-Registrar, as the case may be, for registration before the Registrar or Sub-Registrar of Assurances and to admit execution of the Deeds / documents and do all such other acts, deeds and things as are incidental or consequential thereto for registration on behalf of the Company.

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary.”

CERTIFIED TO BE TRUE

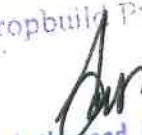
For Jive Propbuild Private Limited


Sushma Sharma
Director

For ELAN CITY LLP

~~Authorised Signatory~~

For Fount Propbuild Pvt. Ltd.


Authorised Signatory


For Foyer Propbuild Pvt. Ltd.


Authorised Signatory

For Jive Propbuild Pvt. Ltd.


Authorised Signatory

For Emaar India Limited


Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.


Authorised Signatory

For Foyer Properties Pvt. Ltd.

...

...

...



KAMDHENU PROJECTS PRIVATE LIMITED

(Regd. Off.: - 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON OCTOBER 08, 2020

“RESOLVED THAT the consent of the Board be and is hereby accorded to execute agreements, deeds including Conveyance Deeds for the sale of Company’s share in developed plot admeasuring 1.46 acres, being developed by Emaar India Limited (formerly known as Emaar MGF Land Limited) under licence bearing no. 97 of 2010 and 41 of 2011, and owned by the Company as under:

Village	Land Details
Maidawas	Rectangle Number 17 Kila number 14/1 min (2K-5M), Kila No.14/2/1 min (2K-5M) measuring 4 Kanals 10 Marlas

RESOLVED FURTHER THAT Mr. Aakil Ali or Mr. Vipin Kumar, be and are hereby severally authorised, for and on behalf of the Company, to sign and execute the agreements, deeds including Conveyance Deeds, on behalf of the Company and to sign and execute all other related and ancillary documents and to appear before the concerned Registrar or Sub-Registrar, as the case may be, for registration before the Registrar or Sub-Registrar of Assurances and to admit execution of the Deeds / documents and do all such other acts, deeds and things as are incidental or consequential thereto for registration on behalf of the Company.

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary.”

CERTIFIED TO BE TRUE
For Kamdhenu Projects Private Limited

Sushma
Sushma Sharma
Director

For ELAN CITY LLP

~~Authorised Signatory~~

For Fount Propbuild Pvt. Ltd.

Authorised Signatory

For Foyer Propbuild Pvt. Ltd.

Authorised Signatory

For Jive Propbuild Pvt. Ltd.

Authorised Signatory

For Emaar India Limited

Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory

For Every Part of the Year



EMAAR

INDIA

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON OCTOBER 20, 2020

"RESOLVED THAT in supersession of earlier resolutions passed by the Board of Directors, consent of the Board be and is hereby accorded to execute Agreements, including Buyers Agreements, Deeds including Conveyance Deeds, Lease Deeds, Rectification Deeds, Supplementary Deeds, Addendums, Deeds of Declaration, Letter of Intents, Power of Attorneys, etc., for the sale/lease of apartments / villas / plots/ units in various Projects of the Company, along with its associates / collaborators in favour of the respective buyers.

RESOLVED FURTHER THAT following officials of the Company be and are hereby severally authorised, for and on behalf of the Company, to sign and execute any of the aforesaid agreements / deeds / documents on behalf of the Company and to sign and execute all other related and ancillary documents and to appear before the concerned Registrar or Sub-Registrar, as the case may be, for registration before the Registrar or Sub-Registrar of Assurances and to admit execution of the Agreements / Deeds / documents and do all such other acts, deeds and things as are incidental or consequential thereto for registration on behalf of the Company :

S. No.	Name of Authorised Officials
1	Mr. Vishal Patni
2	Mr. Rohit Rampal
3	Mr. Prashant Singh
4	Mr. Kush Arora
5	Ms. Reena Gulati
6	Ms. Payal Gupta
7	Mr. Mohit Anand
8	Mr. Namrata Mehrotra
9	Mr. Robin Das
10	Ms. Rakhi Oberai
11	Mr. Sameer Wadhwa
12	Mr. Amit Chhabra
13	Mr. Kalicharan Patro
14	Ms. Shagun Kapoor
15	Ms. Heena Verma
16	Mr. Amit Thakur
17	Mr. Shubham Sharma
18	Ms. Surbhi Shridhar
19	Mr. Tahseen Anwar
20	Ms. Deepika Parmar
21	Mr. Rohit Saxena
22	Mr. Rajneesh Rana
23	Mr. Vishal Rana
24	Ms. Anshu Verma
25	Ms. Manisha Ghai
26	Mr. Rajat Malhotra
27	Mr. Ankur Kundra
28	Mr. Kanwal Babber
29	Mr. Karanbir Singh
30	Mr. Ritesh Kumar
31	Mr. Manpreet Bedi
32	Mr. Ankit Vijayvargiya
33	Mr. Saurabh Bakshi
34	Mr. Yogesh Vaishnav
35	Ms. Priyanka Sharma
36	Mr. Satender Kumar Mishra
37	Ms. Ruchi Singh
38	Mr. Mohd. Zama
39	Mr. GS Jayakrishnan
40	Mr. Avinash Bhagia

For Fount Propbuild Pvt. Ltd.



Authorised Signatory

For Foyer Propbuild Pvt. Ltd.



Authorised Signatory

For Jive Propbuild Pvt. Ltd.




Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.



Authorised Signatory

For Emaar India Limited



Authorised Signatory

For ELAN CITY LLP



Authorised Signatory

EMAAR INDIA LIMITED

(formerly known as Emaar MGF Land Limited)

Emaar Business Park, MG Road, Sikanderpur, Sector 28, Gurugram 122002. Haryana

Tel.: +91 124 442 1155 | FAX: +91 124 479 3401

Registered Office: 306-308, Square One, C-2, District Centre, Saket, New Delhi - 110 017

Tel.: +91 11 4152 1155, 4948 3100 FAX: +91 11 4152 4619 | CIN: U45201DL2005PLC133161

Email: enquiries@emaar-india.com | emaar-india.com




For further information, please contact the Registrar.

Yours faithfully,
The Registrar



EMAAR

INDIA

RESOLVED FURTHER THAT the following persons be and are hereby also authorised severally to appear before the concerned Registrar or Sub-Registrar, as the case may be and to present the Agreements, Deeds including Conveyance Deeds, Rectification Deeds, Supplementary Deeds, Deeds of Declaration, Lease Agreements, Letter of Intents, Power of Attorneys, etc., so signed alongwith the necessary documents for registration before the Registrar or Sub-Registrar of Assurances and to admit Agreements / Deeds / documents and do all such other acts, deeds and things as are incidental or consequential thereto for registration on behalf of the Company.

1. Mr. Ketan Luthra S/o. Sh. Gurbachan Luthra
2. Mr. Aakil Ali S/o. Sh. Azeem Khan
3. Mr. Pratap S/o. Sh. Prabhu Dayal
4. Mr. Mukesh Kumar S/o. Sh. Bishambher Dayal
5. Mr. Sonu Kumar S/o. Sh. Birma
6. Mr. Bharat Singh S/o. Sh. Baladdin
7. Mr. Ranjeet Kumar S/o. Sh. Pyare Lal
8. Mr. Parveen S/o. Sh. Ashok Kumar
9. Mr. Rohit Tanwar S/o. Sh. Amar Singh Tanwar
10. Mr. Neeraj S/o. Sh. Hawa Singh
11. Mr. Mohd. Zain Shamsi S/o Sh. Gulzar Ahmad Shamsi
12. Mr. Jagveer Sehrawat S/o Sh. Vedpal Singh
13. Mr. Sahil S/o Sh. Bijender Singh


RESOLVED FURTHER THAT any of the following officials be and are hereby severally authorized, for and on behalf of the Company to sub-delegate the powers and authority provided herein, in writing, to any other person, to do such acts, deeds and things as may be expressly sub-delegated in the best interest of the Company:

S. No.	Name of Authorised Persons
1	Mr. Vishal Patni
2	Mr. Rohit Rampal
3	Mr. Kanwal Babber
4	Mr. Ravneet Gill

RESOLVED FURTHER THAT the authority granted herein will remain valid and effective till and until such officials hold their respective offices in the Company or any other resolution is passed by the Board modifying or revoking these authorizations, whichever is earlier and any actions taken by such officials in this regard be and are hereby ratified."

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary."

CERTIFIED TRUE COPY
FOR Emaar India Limited


Bharat Bhushan Garg
Company Secretary

For Fount Propbuild Pvt. Ltd.

Authorised Signatory



For Foyer Propbuild Pvt. Ltd.

Authorised Signatory

For ELAN CITY LLP

Authorised Signatory

For Jive Propbuild Pvt. Ltd.

Authorised Signatory

For Emaar India Limited

Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory

EMAAR INDIA LIMITED

(formerly known as Emaar MGF Land Limited)

Emaar Business Park, MG Road, Sikanderpur, Sector 28, Gurugram 122002. Haryana

Tel.: +91 124 442 1155 | FAX: +91 124 479 3401

Registered Office: 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017

Tel.: +91 11 4152 1155, 4948 3100 FAX: +91 11 4152 4619 | CIN: U45201DL2005PLC133161

Email: enquiries@emaar-india.com | emaar-india.com

For Forgot Print...



ELAN CITY LLP

LLPIN:- AAU-2796

LETTER OF AUTHORITY

We (1) Mr. Akash Kapoor son of Sh. Rakesh Kapoor resident of 1910A, The Magnolias, Golf Course Road, Sector-42, Gurugram, Haryana-122002 (2) Mr. Ravish Kapoor son of Sh. Rakesh Kapoor resident of 1910A, The Magnolias, Golf Course Road, Sector-42, Gurugram, Haryana-122002 are the Designated Partners of M/s ELAN CITY LLP a Limited Liability Partnership incorporated under the provisions of LLP Act, 2008 having its Registered Office at 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector-42, Gurugram, Haryana-122002 {hereinafter referred to as "Said Firm"}.

WHEREAS the Said Firm is proceeding for Purchase of a Licensed land admeasuring 11 Kanal and 4 Marla (1.4 Acres), which is a part of Residential plotted colony under the name and style of "MARBELLA" on piece and parcel of land admeasuring 107.919 acres approximately falling in the Revenue Estate of Village Maidawas, Sector 65 and 66, Gurugram, Haryana, from the following land owning companies/ EMAAR INDIA LIMITED (Formerly Known as EMAAR MGF LAND LIMITED, having Registered office at:- 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 and corporate office at Emaar MGF Business Park, 2nd Floor Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28 Gurugram 122002, for the development of Commercial Colony over the said land.

- (a) M/S Fount Propbuild Private Limited, having its Registered office at:- 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 and Corporate office at Emaar MGF Business Park, 2nd Floor Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28 Gurgaon 122002 holds 3502/4401 Share in the following land falling in the Revenue Estate of Village Maidawas, Sector 66, Gurugram, Haryana. (b) M/S Foyer Propbuild Private Limited, having its Registered office at:- 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 and Corporate office at Emaar MGF Business Park, 2nd Floor Mehrauli Gurugram Road, Sikandarpur Chowk, Sector-28 Gurugram 122002 holds 146/1467 Share in the following land falling in the Revenue Estate of Village Maidawas, Sector 66, Gurugram, Haryana

For ELAN CITY LLP

Designated Partner

For ELAN CITY LLP

Ravish Kapoor

Designated Partner

Registered Office:- 3rd Floor, Golf View Corporate Tower, Sector-42,

For Emaar India Limited

Gurugram, Haryana-122002

For ELAN CITY LLP

For Kamdhenu Projects Pvt. Ltd.

Authorized Signatory

For Jive Propbuild Pvt. Ltd.

Authorized Signatory

For Foyer Propbuild Pvt. Ltd.

Authorized Signatory

For Fount Propbuild Pvt. Ltd.

Authorized Signatory

For copies contact: [illegible]



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ELAN CITY LLP

LLPIN:- AAU-2796

Village	Rectangle Number	Killa No	Area Kanal-Marala
Maidawas	17	4/2/1 min	0-5
		7/2	4-10
		Total	4 Kanal-15 Marla
		Share	4 Kanal-05 Marla

2. M/S Jive Propbuild Private Limited, having its Registered office at: 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 and Corporate office at Emaar MGF Business Park, 2nd Floor Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28 Gurugram 122002 holds the following share in the land falling in the Revenue Estate of Village Maidawas, Sector 66, Gurugram, Haryana.

Village	Rectangle Number	Killa No	Area Kanal -Marla
Maidawas	17	13 min	2-9
		Total	2 Kanal-9 Marla

3. M/S Kamdhenu Projects Private Limited, having its Registered office at: 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 and Corporate office at Emaar MGF Business Park, 2nd Floor Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28 Gurugram 122002 holds the following share in the land falling in the Revenue Estate of Village Maidawas, Sector 66, Gurugram, Haryana.

Village	Rectangle Number	Killa No	Area Kanal - Marla
Maidawas	17	14/1 min	2-5
		14/2/1 min	2-5
		Total	4 Kanal -10 Marla
		Total Land	11 Kanal -04 Marla (1.4 Acres)

Registered Office:- 3rd Floor, Golf View Corporate Tower, Sector-42,
Gurugram, Haryana-122002

For ELAN CITY LLP

For ELAN CITY LLP

For ELAN CITY LLP

Ravish Kapoor

For Kamdhenu Projects Pvt. Ltd.

For Jive Propbuild Pvt. Ltd.

For Foyer Propbuild Pvt. Ltd.

For Fourt Propbuild Pvt. Ltd.

For Emaar India Limited
Authorised Signatory

Authorised Signatory

Authorised Signatory

For EOI & EOI/EOI/EOI/EOI/EOI



For EOI & EOI/EOI/EOI/EOI/EOI

Authorised Signatory

ELAN CITY LLP

LLPIN:- AAU-2796

WHEREAS both the Designated Partners Mr. Akash Kapoor and Mr. Ravish Kapoor unanimously agrees and acknowledge that Mr. Gaurav Khandelwal (Adhaar No.:-8217 9728 2896) is authorised to do all acts, deeds and things on behalf of the Said Firm to execute and register Conveyance Deed and Special Power of Attorney and to get the said land mutated in Said Firm name through Special Power of Attorney, that is to say: –

1. Mr. Gaurav Khandelwal (Adhaar No.:-8217 9728 2896) shall be competent and entitled to purchase stamp papers, to execute, sign and get registered Conveyance Deed as well as Special Power of Attorney and Indemnity Bond pertaining to said land and to appear before Sub Registrar for registration of aforesaid documents.
2. That Mr. Gaurav Khandelwal (Adhaar No.:-8217 9728 2896) shall be entitled to Take actual physical possession of the Said Land from the land owning Companies/ EMAAR INDIA LIMITED (Formerly Known as EMAAR MGF LAND LIMITED).
3. That Mr. Gaurav Khandelwal (Adhaar No.:-8217 9728 2896) shall be entitled to get the said land mutated in the name of Said Firm i.e M/S ELAN CITY LLP.
4. That this Letter of Authority is executed at Gurugram on this 10th November, 2020 in confirmation of the fact that all documents executed and acts, deeds and things done by Mr. Gaurav Khandelwal (Adhaar No.:-8217 9728 2896) by virtue of this Letter of Authority shall be binding upon the Said Firm with full force and effect.

Executants

1. Akash Kapoor (Designated Partner)
2. Ravish Kapoor (Designated Partner)

For ELAN CITY LLP

Designated Partner

For ELAN CITY LLP

Ravish Kapoor
Designated Partner

For Emaar India Limited

Registered Office:- 3rd Floor, Golf View Corporate Tower, Sector-42,
Gurugram, Haryana-122002

Authorised Signatory

3

For ELAN CITY LLP

Authorised Signatory

For Kamdhenu Projects Pvt. Ltd.

Authorised Signatory

For Five Propbuild Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For Four Propbuild Pvt. Ltd.

Authorised Signatory

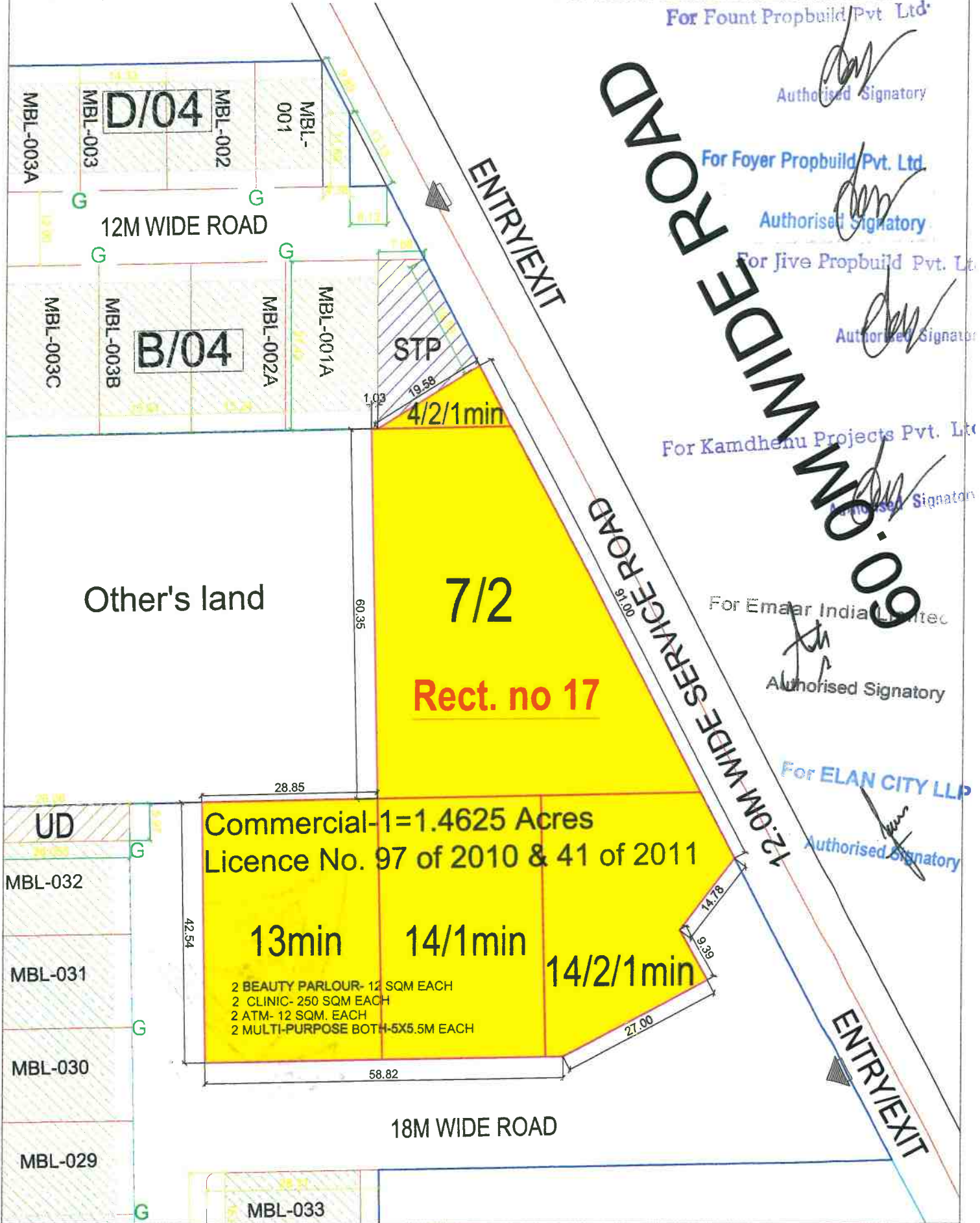
Authorised Signatory

Violations - 7/10/2018



ANNEXURE-7

COMMERCIAL 1 OF AREA MEASURING 1.462 ACRES IN RESIDENTIAL PLOTTED COLONY UNDER THE NAME & STYLE OF "MARBELLA" ON AREA MEASURING 107.919 ACRES (97 OF 2010 DATED 18.11.2010 FOR 108.006 ACRES AND LICENSE NO. 41 OF 2011 DATED 03.05.2011 & AN AREA ADMEASURING 1.15 ACRES OUT OF LICENSE NO. 97 OF 2010 DATED 18.11.2010 WAS DE-LICENSED VIDE ORDER NO LC-2169-B-JE(MS)-2017/ 2806 DATED 14.2.2017) IN SECTOR 66 & 65, VILLAGE MAIDAWAS, GURUGRAM MANESAR URBAN COMPLEX, HARYANA



For Fount Propbuild Pvt Ltd

[Signature]
Authorised Signatory

For Foyer Propbuild Pvt. Ltd.

[Signature]
Authorised Signatory

For Jive Propbuild Pvt. Ltd.

[Signature]
Authorised Signatory

For Kamdhenu Projects Pvt. Ltd

[Signature]
Authorised Signatory

For Emaar India Limited

[Signature]
Authorised Signatory

For ELAN CITY LLP

[Signature]
Authorised Signatory

60.0M WIDE ROAD

For Foyer Properties Pvt. Ltd.

At: ...

Authorised Signatory



**Indian-Non Judicial Stamp
Haryana Government**

Date : 09/03/2021

Certificate No. G012021C1018

Stamp Duty Paid : ₹ 1345000
(Rs. Only)

GRN No. 71494959

Penalty : ₹ 0
(Rs. Zero Only)**Seller / First Party Detail**

Name: Vishnu Apartments Pvt Ltd

H.No/Floor : Plotno1 Sector/Ward : Na LandMark : Opposite nehru shankar bhawan

City/Village : Bais godam District : Jaipur State : Rajasthan

Phone : 95*****22

**Buyer / Second Party Detail**

Name : Elan City Llp

H.No/Floor : 3rdfloor Sector/Ward : 42 LandMark : Golf view corporate tower

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 95*****22

Purpose : CONVEYANCE DEED

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

Land Area	:	10 Marla (0.0625 Acres)
Village & Tehsil	:	Maidawas, Sector-66 Gurugram, Haryana
Land Use	:	Commercial/Licensed Land
Consideration	:	Rs.1,92,00,000/-
Stamp Duty	:	Rs.13,45,000/-
Stamp Certificate No. & Date	:	G012021C1018/09.03.2021
GRN No.	:	71494959

This CONVEYANCE DEED (hereinafter referred to as the "Deed") is made and executed at Gurugram, Haryana on this 12th day of March, 2021:

BETWEEN

Vishnu Apartments Pvt. Ltd. (CIN NO. U45201RJ1995PTC009289 , PAN AAACV6397E) a company duly registered under Indian Companies Act, 1956 and

For Vishnu Apartments Pvt. Ltd.

Director / Authorised Signatory

For MGF DEVELOPMENTS LTD.

AUTHORISED SIGNATORY

For ELAN CITY LLP

Authorised Signatory

प्रलेख नः7907

दिनांक:12-03-2021

डीड संबंधी विवरण	
डीड का नाम CONVEYANCE URBAN AREA WITHIN MC	
तहसील/सब-तहसील बादशाहपुर	गांव/शहर मैदावास
स्थित Maidawas	
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर	अन्य क्षेत्र
पता : VILALGE MAIDAWAS GURUGRAM	
भवन का विवरण	
भूमि का विवरण	
निवासीय	10 Marla
धन संबंधी विवरण	
राशि 19200000 रुपये	कुल स्टाम्प ड्यूटी की राशि 1344000 रुपये
स्टाम्प नं : G0I2021C1018	स्टाम्प की राशि 1345000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:71499124
पेस्टिंग शुल्क 3 रुपये	
Drafted By: Nitish Sharma Adv.	Service Charge:200

यह प्रलेख आज दिनांक 12-03-2021 दिन शुक्रवार समय 3:58:00 PM बजे श्री/श्रीमती/कुमारी में विष्णु अपार्टमेंट प्रालि ऐच89 साउथ ऐक्सटेंशन पार्ट1 नई दिल्ली निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

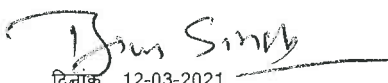
हस्ताक्षर प्रस्तुतकर्ता

में विष्णु अपार्टमेंट प्रालि ऐच89 साउथ ऐक्सटेंशन पार्ट1 नई दिल्ली

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।

या

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






उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

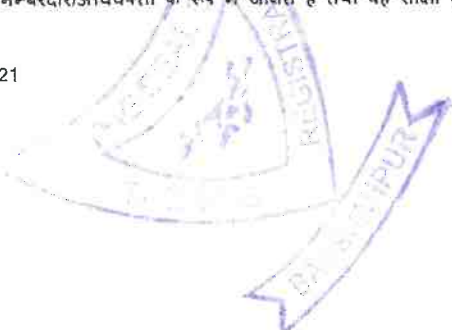
दिनांक 12-03-2021

में विष्णु अपार्टमेंट प्रालि ऐच89 साउथ ऐक्सटेंशन पार्ट1 नई दिल्ली

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी ELAN CITY LLP thru GAURAV KHANDELWALOTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Nitish Sharma पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी J P Sharma पिता --- निवासी ADV GGM ने की। साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 12-03-2021


उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)



existing under the Companies Act, 2013, having its Registered Office at Plot no. 1, Opposite Nehru Shankar Bhawan, Sardar Patel Marg, Bais Godam, Jaipur 302015, Rajasthan acting through Mr. Bishnu Kumar Singh (Aadhar Card No. 5689 1534 3765) duly authorized by the Board of Directors of the Company vide Resolution dated 10.03.2021 (**Annexure-1**) hereinafter referred to as '**VENDOR**' (which term or expression shall unless repugnant to the context and meaning thereof mean and include its successors-in-interest, nominees and permitted assigns etc.), of the **ONE PART**

AND

ELAN CITY LLP, (LLP IN No. AAU-2796 PAN No. AAIFE6004A), a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 having its Registered Office at 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector-42, Gurugram, Haryana-122002 through its - Authorized Signatory Mr. Gaurav Khandelwal(Aaadhar Card No.8217 9728 2896) duly empowered to execute this Conveyance Deed vide Letter of Authority dated 11.03.2021 (**Annexure-2**) duly signed by the Designated Partner of the Firm hereinafter referred to as "**VENDEE**" (which term or expression shall, where the context so permits, include its successors-in-interest, nominees and permitted assigns) of the **OTHER PART**.

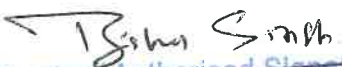
The terms and expression the "**VENDOR**" and the "**Vendee**" are hereinafter referred to as a "**Party**" and collectively as "**Parties**".

REPRESENTATIONS OF THE PARTIES

WHEREAS:

- A. Emaar India Limited (CIN No.U45201DL2005PLC133161; PAN No.AABCE4308B) (formerly known as Emaar MGF Land Limited), a company duly registered under Indian Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306-308, Square One, C 2, District Centre, Saket, New Delhi - 110 017, and Corporate Office at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram - 122002 (hereinafter referred to as "Emaar") is engaged in the business of real estate and infrastructure development. Emaar is developing a licensed Residential Plotted Colony ("**Colony**") under the name and style of "**Marbella**" on piece and parcel of land admeasuring 107.919 Acres approximately (43.673 Hectares approximately) situated in revenue estate of Maidawas, Sector-66, Tehsil Badshahpur, Gurugram Manesar Urban Complex, District Gurugram, Haryana. License bearing No. 97 of 2010 dated 18.11.2010 for 108.006 Acres and License bearing No. 41 of 2011 dated 03.05.2011 for 1.063 Acres, have been granted by Directorate of Town & Country Planning, Haryana, Chandigarh ("**DTCP**") for development of the said Colony in the name of Emaar in association with other entities details whereof are mentioned in the aforesaid licenses. By virtue of grant of licenses referred to above, Vendors are entitled to undertake the

For Vishnu Apartments Pvt. Ltd.


Director / Authorised Signatory

For MGF² DEVELOPMENTS LTD.


AUTHORISED SIGNATORY

For ELAN CITY LLP


Authorised Signatory

Reg. No.

Reg. Year

Book No.

7907

2020-2021

1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- मैं विष्णु अपार्टमेंट प्राप्ति ऐच89 साउथ ऐक्सटेंशन पार्ट1 नई दिल्ली

क्रेता :- thru GAURAV KHANDELWALOTHERELAN CITY LLP

गवाह 1 :- Nitish Sharma

गवाह 2 :- J P Sharma

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7907 आज दिनांक 12-03-2021 को बही नं 1 जिल्द नं 59 के पृष्ठ नं 17.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1230 के पृष्ठ संख्या 65 से 66 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 12-03-2021

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)



conceptualization, promotion, construction and development of plots, villas, commercial areas, community facilities, EWS units in the licensed Colony. Further, an area admeasuring 1.15 Acres out of License bearing No. 97 of 2010 was de-licensed vide Order No. LC-2169-B-JE(MS)-2017/2806 dated 14.02.2017. All the aforesaid licenses are valid and subsisting.

- B.** The associate companies of Emaar have purchased part of land forming subject matter of the aforesaid licenses. In terms of agreement(s) executed between Emaar on one hand and its associate companies on the other hand, Emaar has got the irrevocable and exclusive right not only to undertake the development of the Colony but also the marketing and selling of the villas, units, independent floors, commercial spaces, commercial plots etc. in the said Colony as per the approvals accorded by the concerned statutory / regulatory authorities under the applicable laws. Part of the said Colony including the Demised Site as defined hereinafter is registered with Haryana Real Estate Regulatory Authority vide Registration No. 307 dated 17.10.2017.
- C.** Emaar and its associate companies were seized and possessed of a Commercial Plot in the said Colony bearing number “**Commercial-1**” (hereinafter referred to as the “**Demised Site**”) having plot area measuring 1.462 acres (0.5916 hectares) approximately, in accordance with the Layout Plan approved by DTCP vide Drg. No. DG, TCP-2239 dated 20.09.2010 and Revised Layout Plan vide Memo No. LC-2169-B/SD(DK)/2020/17224 dated 29.09.2020. The Zoning Plan has been approved by DTCP vide Memo No. ZP-690/AD(RA)/2013/35484 dated 04.04.2013. Emaar has already applied for Revised Zoning Plan vide its letter dated 16.10.2020. Emaar has also applied for Part Completion Certificate for the part of the said Colony including the Demised Site on 19.09.2018 for 37.31 Acres and on 06.07.2019 for 10.083 Acres, totaling 47.393 Acres.
- D.** The Demised Site has been shown in yellow colour in the **Site Plan** appended to this Deed (Annexure-3). The **VENDOR** confirms that the aforesaid site plan is correct as per spot and the same correctly indicates the Rectangle Numbers and Kila Numbers and the sanctioned site has been correctly superimposed on the aforesaid revenue units.
- E.** It has been represented by the Vendor that the land underneath the Demised Site was owned by the following entities: –
- (a) Land bearing Rectangle Number 17, Kila number 4/2/1 min (0-5), Kila No.7/2 (4-10) measuring 4 Kanals 15 Marlas to the extent of 3502/4401 share measuring 3 Kanals 15 Marlas 5 Sarsai situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed site plan was owned by Fount Propbuild Pvt. Ltd. The said land holding had been purchased by Fount Propbuild Pvt. Ltd. vide registered sale deed bearing vasika number 690 dated 10.04.2007 and Rectification Deed Vide Vasika No. 16554 Dated

For Vishnu Apartments Pvt. Ltd.

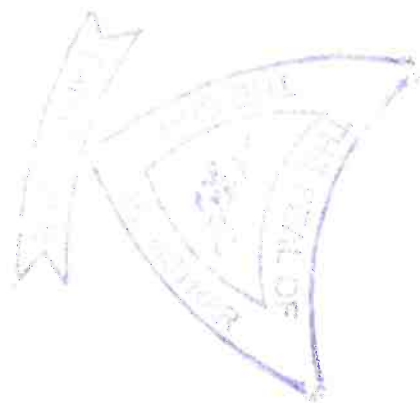

Director / Authorised Signatory

For MGF³ DEVELOPMENTS LTD.


AUTHORISED SIGNATORY

For ELAN CITY LLP


Authorised Signatory



14.11.2007. Mutation bearing number 2737 was sanctioned on the basis of aforesaid registered sale deed. The extent of land mentioned hereinabove was allocated to the Company in partition and mutation bearing number 3611 was sanctioned on the basis of partition referred to above.

- (b) Land bearing Rectangle Number 17 Kila Number 4/2/1 min (0-5), Kila No.7/2 (4-10) measuring 4 Kanals 15 Marlas to the extent of 146/1467 share measuring 9 Marlas 4 Sarsai situated in the revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed site plan was owned by Foyer Propbuild Pvt. Ltd. The said land holding had been purchased by Foyer Propbuild Pvt. Ltd. vide registered sale deed bearing vasika number 650 dated 10.04.2007 and Rectification Deed vide Vasika No.16548 dated 14.11.2007. Mutation bearing number 2746 was sanctioned on the basis of aforesaid registered sale deed. The extent of land mentioned hereinabove was allocated to the Company in partition and mutation bearing number 3611 was sanctioned on the basis of partition referred to above.
- (c) Land bearing Rectangle Number 17 Kila number 13 min (2-9) measuring 2 Kanals 9 Marlas situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed site plan was owned by Jive Propbuild Pvt. Ltd. The said land holding had been purchased by Jive Propbuild Pvt. Ltd. vide registered sale deed bearing vasika number 740 dated 10.04.2007 and Rectification Deed Vide Vasika No. 16546 Dated 14.11.2007. Mutation bearing number 2742 was sanctioned on the basis of aforesaid registered sale deed.
- (d) Land bearing Rectangle Number 17 Kila number 14/1 min (2-5), Kila No.14/2/1 min (2-5) measuring 4 Kanals 10 Marlas situated in revenue estate of Maidawas Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed site plan was owned by Kamdhenu Projects Pvt. Ltd. The said land holding had been purchased by Kamdhenu Projects Pvt. Ltd. vide registered sale deed bearing vasika number 8401 dated 14.07.2006. Mutation bearing number 2658 was sanctioned on the basis of aforesaid registered sale deed.
- (e) Land bearing Rectangle Number 17 Kila number 4/2/1 min (0-5), Kila No.7/2 (4-10) admeasuring 4 Kanals 15 Marlas to the extent of 461/4401 share i.e. 10 Marlas situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram forming part of land shown in yellow colour in the annexed site plan is owned by the VENDOR. The said land is reflected in the Jamabandi for the years 2019-2020 vide Khewat No.443(384 min), Khatoni No.461. The said land holding had been acquired by the VENDOR vide registered Exchange Deed bearing vasika number 6105 dated 13.01.2006. Mutation bearing number 2544 was sanctioned on the basis of aforesaid registered Exchange Deed. The extent of land mentioned hereinabove was

For Vishnu Apartments Pvt. Ltd.

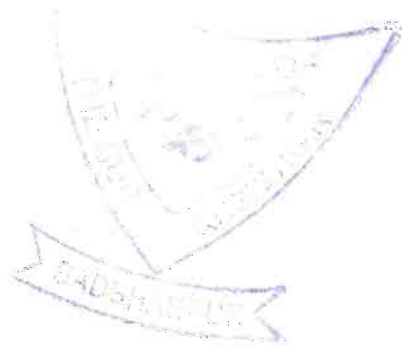

Director Authorised Signatory

For MGF DEVELOPMENTS LTD.


AUTHORISED SIGNATORY

For ELAN CITY LLP


Authorised Signatory



allocated to the Company in partition and mutation bearing number 3611 was sanctioned on the basis of partition referred to above.

- F. The land described above in sub paragraphs (a) to (d) earlier owned by Fount Propbuild Pvt. Ltd., Foyer Propbuild Pvt. Ltd., Jive Propbuild Pvt. Ltd. and Kamdhenu Projects Pvt. Ltd. measuring 11 Kanals 4 Marlas (1.4 Acres) situated in revenue estate of Maidawas, Sector 66, Tehsil Badshahpur, District Gurugram had been sold by the aforesaid four companies along with Emaar in favour of the VENDEE vide registered Conveyance Deed dated 21.12.2020 bearing Vasika Number 4851.
- G. The remaining land holding measuring 10 Marlas situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram owned by the VENDOR which forms part of the land shown in yellow colour in the annexed site plan has hereinafter been referred to as “**Said Property**” and is the property being sold by virtue of this deed. It is clarified that the expression ‘Said Property’ not only comprises the ownership and possessory rights in respect of parcel of land measuring 10 Marlas described above forming part of area shown in yellow colour in the site plan but it also includes all rights, easements, privileges etc. appurtenant thereto including but not confined to the right to promote, construct, develop and sell etc. the constructed/unconstructed FSI duly sanctioned in accordance with the applicable law by the concerned statutory authority as per FAR @ 150. The VENDEE had earlier entered into a separate contractual arrangement with EMAAR for construction and development of commercial project over the Said Property after using duly sanctioned FAR @ 150 .
- H. It is further admitted and acknowledged by the VENDOR that it recognises the absolute and irrevocable right of the VENDEE to promote, construct, develop, implement and sell Commercial Project/unconstructed FSI over the Said Property as well as the remaining portion of Demised Site already purchased by the VENDEE as per the requisite approvals granted by the concerned statutory / regulatory authorities under the applicable laws. It is specifically agreed and understood by the VENDEE that by virtue of this deed, the VENDOR is selling and the VENDEE is purchasing the Said Property as succinctly set out above.
- I. VENDEE being itself engaged in business of real estate development had evinced interest to purchase the Said Property from the VENDOR and to develop the Demised Site. The VENDEE had accordingly approached the VENDOR for the purchasing all the rights, title and interest of the Vendor in the Said Property in its favour for undertaking promotion, construction, development and sale of commercial project on the Demised Site as per the requisite approvals.
- J. VENDEE acknowledges that the VENDOR has readily provided all the details, information, clarifications and the documents and approvals concerning the Colony and more particularly the Demised Site, as required by the VENDEE and that the VENDEE has not relied upon and is not influenced by any brochures,

For Vishnu Apartments Pvt. Ltd.


Director / Authorised Signatory

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For MGF DEVELOPMENTS LTD.


AUTHORISED SIGNATORY

For ELAN CITY LLP


Authorised Signatory



advertisements, representations, warranties, statements or estimates of any nature whatsoever written or oral made by the VENDOR. The VENDEE after conducting its own due diligence, investigations and judgment is proceeding to purchase the Said Property which is the subject matter of this deed. VENDEE had requested and the VENDOR has allowed the inspection of the ownership and title record, location, verification of boundaries of the Demised Site and all other documents relating to the right, title and interest of the VENDOR in the Said Property and all other relevant details of the Demised Site and after being fully satisfied in all respects and after understanding all limitations and obligations of the VENDOR in respect of the Demised Site, including its use etc. and the fact that the Colony is being developed in a planned and phased manner, the VENDEE has offered to acquire and purchase all the rights, title and interest in respect of the Said Property and right to conceptualise, promote, construct, develop, implement, and sell a Commercial Project over the Demised Site as per the requisite approvals from the concerned statutory / regulatory authorities under the applicable laws and VENDOR has agreed to sell the Said Property to the VENDEE in the manner as stated in this deed.

- K. That the Development of the Commercial Colony on the Demised Site shall be undertaken by VENDEE on the assumption that the Commercial Colony shall be constructed/implemented after consuming/utilizing 150% FAR. Both parties are/were aware that benefit of additional FAR over and above the sanctioned FAR is available in terms of GRIHA/ Transfer of Development Rights (TDR Policy)/Transit Oriented Development(TOD Policy)and/or any other policy issued/to be issued by DTCP and/or any other competent authority. In case additional FAR for the commercial colony on the Demised Site becomes available and is duly utilized by the VENDEE on account of the development of Commercial Colony on the Demised Site in terms of GRIHA/TDR/TOD policy and/or any other policy issued/to be issued by DTCP Haryana and/or any other Competent Authority, in that event the VENDOR shall not claim/demand any extra amount/charges/consideration on the increased FAR. Entire expenses in this regard shall be incurred by the VENDEE.
- L. Both the Parties relying upon each other's confirmations, representations and assurances have agreed to execute this Deed regarding the sale and transfer of the Said Property unto the VENDEE.
- M. VENDOR hereby assures and confirms that the Said Property is not subject to any charge, lien and encumbrances, sale, mortgage lease etc., and there is no dispute, attachment, notification of acquisition, etc. of any kind of any governmental authority, body, court, tribunal or authority. The VENDOR has further conveyed to the VENDEE that the VENDOR has not entered into any agreement for sale and transfer of the Said Property with any other person, entity or body. The VENDEE has confirmed to the VENDOR that the VENDEE is purchasing the Said Property with full knowledge of all the laws, rules, regulations, notifications, etc. pertaining to the Said Property. The VENDEE

For Vishnu Apartments Pvt. Ltd.

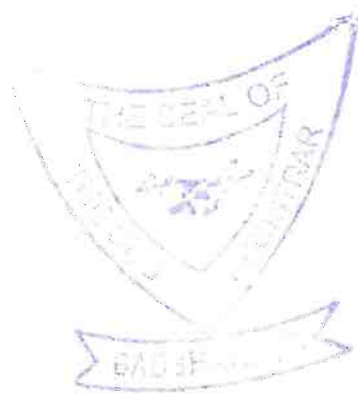

Director / Authorised Signatory

For MGF DEVELOPMENTS LTD.


AUTHORISED SIGNATORY

For ELAN CITY LLP


Authorised Signatory



further admit that it has complete knowledge of all the laws, rules, regulations, notifications, etc. pertaining to the Demised Site, and the designated use, applicable norms for the development thereof and the use of the various units to be developed thereon.

N. AND WHEREAS this Conveyance Deed is being executed and registered by the VENDOR in favour of the VENDEE on the following terms and conditions: –

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The total sale consideration payable by the VENDEE in respect of Said Property and all rights appurtenant thereto has been settled at Rs.1,92,00,000/- (Rupees One Crore and Ninety Two lakhs Only). The said sale consideration amount has been paid by the VENDEE in the following manner:-
 - (a) Rs.21,83,500/- (Rupees Twenty one Lacs Eighty Three thousand and Five hundred Only) vide Pay Order bearing number 014582 dated 11.03.2021 issued by HDFC Bank, Kapashera Branch, New Delhi – 110 037 in favour of the VENDOR.
 - (b) TDS amounting to Rs.16,500/-(Rupees Sixteen thousand and five hundred only) being 0.75% of the sale consideration amount of Rs.22,00,000/- (Rupees Twenty two Lacs only) as per the provisions of Income Tax Act 1961 is being deposited by the VENDEE.
 - (c) Rs.1,68,72,500/- (Rupees One Crore Sixty eight lacs Seventy two thousand and five hundred Only) vide Pay Order bearing number 014583 dated 11.03.2021 issued by HDFC Bank, Kapashera Branch, New Delhi – 110 037 in favour of MGF Developments Limited.
 - (d) TDS amounting to Rs.1,27,500/-(Rupees One lac Twenty seven thousand and Five hundred only) being 0.75% of the sale consideration amount of Rs.1,70,00,000/-(Rupees One Crore and Seventy Lacs only) as per the provisions of Income Tax Act 1961 is being deposited by the VENDEE.
2. That the VENDOR confirms that entire sale consideration has been received by the VENDOR from the VENDEE. The VENDOR admits and acknowledges that the payment of part of sale consideration amount indicated hereinbefore has been made by VENDEE to MGF Developments Limited at the behest and instance of the VENDOR in valid and lawful discharge of financial liability by the VENDEE in so far payment of Sale Consideration is concerned.
3. That MGF Developments Limited and the VENDOR have conveyed to the VENDEE that the payment referred to above has been made on the basis of mutual understanding between the VENDOR and MGF Developments Limited.

For Vishnu Apartments Pvt. Ltd.

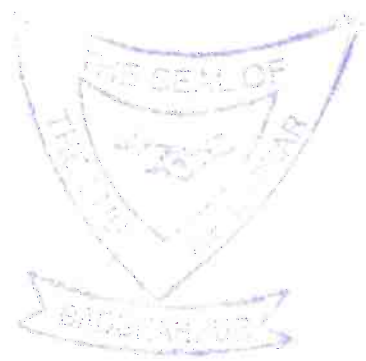
T. S. Singh
Director / Authorised Signatory

For MGF DEVELOPMENTS LTD.

Deep Singh
AUTHORISED SIGNATORY

For ELAN CITY LLP

[Signature]
Authorised Signatory



Accordingly, MGF Developments Limited (PAN AAACM8146J), having its Registered Office at 4/17-B, MGF House, Asaf Ali Road, New Delhi-110 002 is proceeding to participate in the execution and registration of this Conveyance Deed in the capacity of 'Confirming Party' (which term or expression shall unless repugnant to the context and meaning thereof mean and include its successors-in-interest, nominees and permitted assigns etc.) through Mr. Bishnu Kumar Singh who has been duly authorized by Board of Directors of the Company vide resolution dated 10.03.2021 (Annexure-4). MGF Developments Limited admits and acknowledges that no further amount towards any account is outstanding or payable to it by the VENDOR/ VENDEE in respect of the Said Property.

4. That the VENDOR hereby sells, conveys, assigns and transfers unto the VENDEE by way of sale, the Said Property, forming part of commercial plot bearing number Commercial I as shown in yellow colour in the annexed site plan and all rights, easements, privileges appurtenant thereto including but not confined to promotion, construction, development, implementation and sale etc. of constructed Commercial Project/unconstructed FSI duly sanctioned and/or increased FAR thereof in accordance with law by the concerned statutory authority against the said area. In lieu of payment of sale consideration amount referred to above the VENDOR also recognize the absolute and irrevocable right of the VENDEE to promote, construct, develop, implement and sell Commercial Project/unconstructed FSI over the Demised Site free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever available to the Demised Site as per the requisite approvals granted by the concerned statutory / regulatory authorities under the applicable laws.
5. That the VENDOR admits and acknowledges that it has received the entire sale consideration from the VENDEE pertaining to the Said Property and all rights appurtenant thereto. No amount whatsoever is outstanding or payable to the VENDOR by the VENDEE towards any account.
6. That the VENDOR covenants that the VENDEE shall be entitled to peaceful and quiet enjoyment of the Said Property without any let, hindrance, interruption or disturbance from the VENDOR or from anyone claiming through or under the VENDOR and without interference from anyone else. The VENDEE is now full-fledged owner in possession of the Said Property alongwith all rights, easements, privileges etc. appurtenant thereto and the VENDOR is not left with any right, interest or title therein as mentioned in this Deed.
7. That notwithstanding execution and registration of this Conveyance Deed, the VENDOR has also granted authorization in favour of the VENDEE by way of irrevocable Power of Attorney in respect of Said Property. The VENDEE shall be entitled to get the licence and/or Change Of Developer in respect of Demised Site transferred (if legally permissible) on the basis of this Conveyance Deed at its cost and expense.

For Vishnu Apartments Pvt. Ltd.

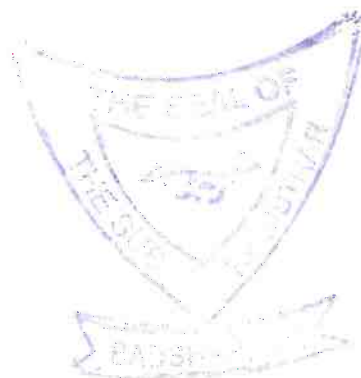

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8. That the VENDOR admits and acknowledges that it shall be lawful for the VENDEE for all times hereafter to enter upon the Said Property and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the VENDOR .
9. That the VENDOR hereby assures the VENDEE and covenants that it has got a clear marketable title in respect of the Said Property and is entitled to sell the same. The VENDOR has also assured the VENDEE that Said Property is free from all types of disputes, restraint orders, attachments, acquisition, third party claims, alienations etc. and that no litigation or dispute whatsoever is pending in respect of the same before any court or authority. The VENDOR has further assured the VENDEE that it has not entered into any agreement of sale relating to the Said Property with any other person and that it is the absolute owner in possession of the Said Property. The VENDOR has conveyed to the VENDEE that the Said Property measuring 10 Marlas is subject matter of Development Agreement dated 20th August, 2009 and Supplementary Agreement dated 14th May, 2013 bearing Vasika No.3923 executed between Vishnu Apartments Pvt. Ltd. and Emaar. The VENDOR has assured the VENDEE that it has not executed any prior agreement of sale in respect of Said Property in favour of any other person/company/entity.
10. That VENDOR shall also not be entitled to stake any claim against Emaar in respect of Said Property on the basis of Development Agreement dated 20th August, 2009 and Supplementary Agreement dated 14th May, 2013 bearing Vasika No.3923/ any other contract or document. The VENDOR admits and acknowledges that Emaar stands completely absolved of all its obligations arising out of Development Agreement dated 20th August, 2009 and Supplementary Agreement dated 14th May, 2013 bearing Vasika No.3923/ any other contract or document.
11. That the VENDOR has 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 Said Property and in case any such amounts are found payable till date, the same shall be paid/discharged/satisfied by the VENDOR . The VENDOR has sold the Said Property absolutely to the VENDEE along with all rights and easements, appurtenant thereto. The VENDOR hereby specifically confirms and undertakes that all licences/sanctions pertaining to the licensed land are valid and subsisting. VENDOR has conveyed to the VENDEE that there is no legal impediment or agreement 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 Property as comprised in the Demised Site.
12. That in case any of the representations made by the VENDOR are found to be incorrect or in case whole or any part of the Said Property is lost or goes out of

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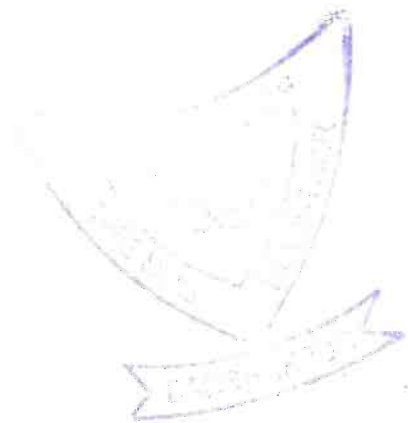

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possession/control of the VENDEE due to any concealment or defect in the title of the VENDOR or any loss is caused to the VENDEE/its customers due to defect in title of the VENDOR, in that event VENDOR shall be liable and responsible to indemnify/make 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 and/or persons claiming through or under the VENDEE.

13. The sale consideration mentioned above includes the complete External Development Charges (“EDC”) / complete State Infrastructure Development Charges (earlier Infrastructure Development Charges) (“IDC”) charges applicable as on date. Further the VENDOR has assured the VENDEE that the EDC and IDC as on date stands completely deposited to the competent authority/statutory authority/govt agency(ies). VENDEE hereby specifically agrees to pay any further increase in / levy of EDC / IDC, (by whatever name called or in whatever form) or any other cess, charges or levy on pro-rata basis directly to the Government. If, however, the VENDOR is required to pay, such increase of EDC/IDC to the competent authority(ies)/statutory authority(ies)/ government agencies, then the VENDEE agrees to pay / reimburse the same to the VENDOR on demand being made by the VENDOR. VENDEE affirms that if the increased EDC/IDC or other such charge is not paid, the VENDEE shall be liable to pay interest calculated at 12% per annum or at such higher rate as may be statutorily prescribed by DTCP for delayed payments.
14. VENDEE acknowledges and confirms that in addition to EDC/IDC, as mentioned hereinabove, the Government of India and/or Government of Haryana and/or any other competent/statutory/government authority under the applicable law, may impose/levy additional levy(ies), fees, cesses, charges etc. by whatever name called, as leviable in future and in that event, the VENDEE shall be obligated to pay the same either directly to the concerned authorities or if paid by VENDOR/Emaar or demanded from the VENDOR/Emaar, pay the same to VENDOR/Emaar on pro-rata basis in accordance with the demand being raised by the VENDOR/Emaar on the VENDEE in this regard. The VENDOR shall however be liable to pay all such charges including but not confined to External Development Charges/ State Infrastructure Development Charges etc. as may be levied/ demanded by the competent/statutory/government authority from the VENDOR in respect of the Demised Site, provided the said demand pertains to the period prior to the execution/registration of instant Deed even though such demand may be raised by the competent/statutory/government authority, pursuant to registration of this Deed. In case of delay in payment of the said charges the VENDEE/ VENDOR as the case may be shall be liable to pay interest calculated at 12% per annum or at such higher rate as may be statutorily prescribed by DTCP for delayed payments.
15. The VENDEE confirms and undertakes to pay all government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by

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whatever name called, levied in future by the government, municipal authority or any other competent/statutory/government authority on / in relation to the Demised Site in particular and/or the Colony in general, as assessable or applicable from the date of execution of present Deed. The VENDOR is aware that the VENDEE shall only be liable to make pro rata payments for the Colony as contemplated above provided the licence for the Demised Site is not segregated by DTCP. The VENDEE further agrees that till the time the Demised Site is not assessed separately, then it shall timely and punctually pay the same on pro-rata basis as determined and demanded by the Emaar which shall be final and binding on the VENDEE. If the Demised Site is assessed separately, the VENDEE shall pay directly to the competent authority on demand being raised by the competent/statutory/government authority.

16. The VENDOR undertakes to pay all government rates, tax on land, municipal taxes, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, levied in past by the government, municipal authority or any other competent/statutory/government authority on / in relation to the Demised Site as assessable or applicable till the date of execution of present Deed.
17. That VENDOR has clarified that the VENDOR and its constituents shall have no liabilities or responsibilities of any nature in respect of promotion, construction, development and sale of the commercial project over the Demised Site and approvals of the commercial project referred to above and the same shall solely be discharged by the VENDEE. Nothing contained in this clause shall apply in case any defect in title of the VENDOR in respect of Said Property is discovered or any flaw is found in the capacity, competence and capability of the VENDOR to transfer valid and marketable title/physical possession of the Said Property in favour of the VENDEE at any subsequent point of time.
18. VENDEE undertakes to abide by the terms and conditions of the undertaking and the affidavits submitted by VENDOR/ Emaar at the time of grant of license or approval of layout or approval of zoning plan of the said Colony including the Demised Site. VENDEE understands that the Demised Site is part of 4% commercial component allowed under the applicable norms for a licensed plotted residential colony and as such the Demised Site being an integral part of the Colony shall always be in conformity with the approvals for the said Colony including the commercial user thereof and the VENDEE shall remain bound by the same and keep the VENDOR fully indemnified and harmless in this regard. VENDEE further, in terms of the approved layout, undertakes that it shall construct:
 - a. 2 Beauty Parlours – 12 SQM Each
 - b. 2 Clinics – 250 SQM Each
 - c. 2 ATM – 12 SQM. Each
 - d. 2 Multi-Purpose Booths – 5 x 5.5M Each

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19. THAT Emaar has laid master services till the boundary line of the Demised Site at a particular location as per its plans and the VENDEE shall lay internal services on its own accordingly and in conformity with the applicable norms qua the Colony and qua the development to be undertaken and carried out on the Demised Site all as per the applicable approvals in relation to the said Colony in general and the Demised Site in particular and as per the applicable laws, all at the cost and expenses of the VENDEE. VENDOR shall in no manner be liable and responsible in relation to the aforesaid internal services including all compliances in relation thereto.
20. VENDEE shall at its own costs obtain approvals and supply of electricity, water or any other utilities from Emaar /Authority holding the bulk supply connection/the main connection and/or any other entity, so entitled to do so as per the applicable law and the applicable norms. VENDEE is entitled to obtain and make operational independent direct connection for the supply of electricity, water or any other utilities from the concerned entity authorized to provide such connection and supplies, in which case it shall be a sole obligation and liability of the VENDEE to make all payments and compliances for getting the said connections, installations, energization/operations thereof and for consumption and user thereof.
21. The VENDEE may have its power/ water requirement / supply from Emaar and /or any entity so nominated by Emaar and /or the entity so authorized and empowered to do so, all as per the commercial tariff as applicable to the same category of consumers in the Project (if services taken from Emaar). The VENDEE confirms to have understood that such power generating and/or supplying equipment may during its operation cause inconvenience to the VENDEE but the VENDEE shall not be entitled to object to the same. This clause shall survive the conveyance of the said property or any subsequent sale / re-sale and/or conveyancing thereof.
22. That in case any other facility/amenity made available by Emaar for the Colony, is used/utilized by the VENDEE in respect of the Demised Site, in that event the VENDEE shall make payment of pro-rata charges. The VENDEE at its absolute discretion shall be entitled to call upon Emaar to make available any facility/amenity for the Demised Site which Emaar is legally obliged to make available in the Colony for the Demised Site.
23. That the VENDOR has handed over the vacant and peaceful physical possession of the Said Property to the VENDEE after due verification of the boundaries, area, etc. of the Said Property. VENDEE is fully satisfied and has no claim of any nature whatsoever and VENDEE confirms that the above are as represented. VENDEE acknowledges and confirms having received the legal and physical possession of the Said Property.

For Vishnu Apartments Pvt. Ltd.

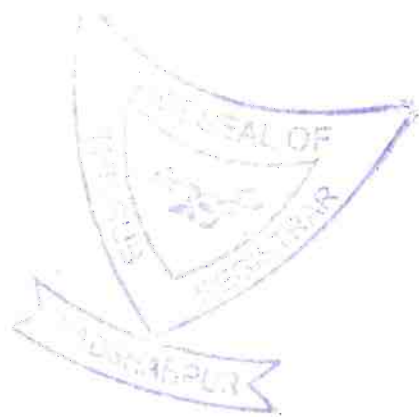
Jew Singh
Director - Authorised Signatory

For MGF DEVELOPMENTS LTD.

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Jew Singh
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24. That the VENDEE shall be responsible for obtaining and maintaining, at its own cost and expenses all the necessary approvals/ permits required by the Competent Authorities to develop, implement, construct a commercial complex on the Demised Site and to sell, transfer, lease out, let-out and/or create third party rights, etc. in or upon the various units or spaces of the commercial complex, all as per the applicable law and the applicable norms and applicable approvals including but not limited to construction norms circulated from time to time by DTCP, NGT and/or any other competent authority, disposal of waste / sewage, sewage treatment plant, environmental norms and labour compliances etc. and shall remain bound by all the directions, instructions, advisories issued by competent/statutory/government authority on / in relation to the Demised Site from time to time.
25. That the VENDEE shall be free to transfer, sell, lease out, let-out, etc. any developments so undertaken and carried out on the Said Property, without any consent or intimation to the VENDOR .
26. That further, the VENDEE shall not do anything illegal in or around the Demised Site and/or any part thereof (and./or any developments undertaken on) which tends to cause damage to any services of any other property adjoining/ adjacent or nearby to the Demised Site or in any manner interfere with the use thereof or of roads, lanes, passages or amenities available for common use.
27. That the VENDEE confirms that all the obligations arising under this Deed in respect of the Demised Site and/or any part thereof (and /or any developments undertaken on) shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Demised Site and the developments thereon, as the said obligations go with the Demised Site for all intents and purposes and the VENDEE assures the VENDOR that the VENDEE shall take sufficient steps to ensure the performance in this regard.
28. That it has been specifically agreed that the relationship between the parties shall be that of Principal to Principal and the VENDEE shall not, in any case, be considered as an agent of the VENDOR . It is specifically agreed between the parties that the VENDOR shall not be responsible for and shall not be held liable for any contingency, accident or mishap happening during development, execution and construction stage or otherwise.
29. That the VENDEE confirms and acknowledges that the VENDEE shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the competent/statutory/government competent authorities.
30. That the VENDEE/VENDOR acknowledges that if any clause of this Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are

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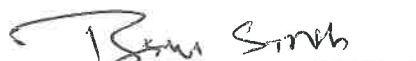
reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Deed shall remain valid and legally enforceable.

31. That the VENDEE shall at its own cost and expenses apply for and get the necessary approvals and NOC's i.e. building plans, occupation of the building, pollution, fire safety etc. VENDOR/ Emaar. will provide all the relevant documents that may be required to be filed before the competent/statutory/government authorities / agencies even after execution of the Deed, at the costs and expenses of the VENDEE, and as and when required by the VENDEE. The approvals which are common for the entire Colony shall be obtained/procured by Emaar and/or nominated Maintenance Agency/RWA for the Colony and the VENDEE and/or persons claiming under or through the VENDEE shall be bound to pay for their proportionate share of all the statutory fees, cost, expenses and other charges for the same including those for the renewal and extension thereof from time to time, as per the demand and advise of the VENDOR/ Emaar and/or nominated Maintenance Agency/RWA for the Colony, as the case may be. However, nothing contained in this clause shall apply once Occupation Certificate is obtained by the VENDEE after raising construction over the Demised Site or the licence in respect of the Demised Site is transferred in favour of the VENDEE.
32. That subject to applicable Law(s), the VENDEE agrees and acknowledges that the VENDEE shall not have any right over any area or development outside the Demised Site, although the same may form part of the Colony. The VENDEE shall not carry out fragmentation/sub division of the unconstructed Demised Site in any manner whatsoever, under any circumstances (unless permissible under Applicable Law) and in case it is done, the VENDEE shall be solely and exclusively liable and responsible for all consequences / damages arising therefrom.
33. That the VENDEE confirms that the liability towards all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges is of the VENDEE. The VENDEE shall be liable for due compliance of the provisions of Stamp Duty Act, 1899 as applicable to the State of Haryana. Any deficiency in the stamp duty as may be determined by the Sub-Registrar of Assurances / any Competent Authority(ies) along with the consequent penalties / deficiencies as may be levied in respect of the Said Property conveyed by this Deed shall be borne and paid by the VENDEE exclusively. Further, the VENDEE has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the VENDEE. In any event, the VENDOR shall have no liability in terms of the deficiency of stamp duty or any other provision of applicable laws. The VENDOR shall not in any manner be liable for the same and accepts no

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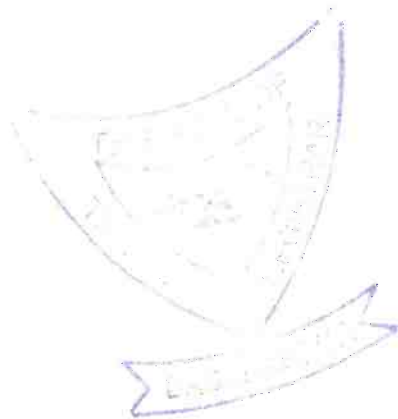

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responsibility or liability in this regard and that the VENDEE shall keep the VENDOR indemnified in this regard.

34. That the VENDOR will provide the relevant papers for mutation of the Said Property in the name of VENDEE in the revenue records at the VENDEE's cost and expenses.
35. That License No.97 of 2010 dated 18.11.2010 and Emaar has already applied for its renewal for next five years at its own cost. Emaar shall deposit the renewal fee/charges before the expiry of the aforesaid license to the Competent Authority and shall also complete all the compliances as required for renewal of the aforesaid license.
36. THAT the VENDEE shall obtain the approval of layout / building plans for the Demised Site from the competent authority at its own cost and the VENDOR/ Emaar will sign and provide all the documents required from time to time by the VENDEE in respect of approvals/permissions for development of the said Demised Site. On completion of construction the VENDEE shall apply and obtain the Occupation Certificate from the competent authorities and provide a copy thereof to the VENDOR/ Emaar. However, obtaining the Completion Certificate of the complete township including project on the present demised site, subject to VENDEE being in compliance of the Applicable Laws, rules, regulations applicable to the Demised Site shall be the sole responsibility of Emaar. After obtaining of the Occupation Certificate in respect of the Demised Site, the VENDEE shall not bear any cost towards the renewal of license, completion etc.
37. That the VENDOR has assured the VENDEE that notwithstanding the execution and registration of this Deed the VENDOR shall execute all such requisite documents as may be required for confirmation of the absolute transfer of the Said Property in favour of the VENDEE. However, all expenses in this behalf shall be borne by the VENDEE. The VENDEE on its own shall be entitled to get mutation sanctioned on the basis of this registered deed and shall get its name substituted in the relevant records as owner in possession of the Said Property.
38. That the Courts at Gurugram alone and the Punjab and Haryana High Court at Chandigarh shall have exclusive jurisdiction in the matter.
39. That the Recitals of this Deed and representations therein along with the Annexures to this Deed shall form an integral part of this Deed and shall be read as necessary terms and conditions of this Deed.

For Vishnu Apartments Pvt. Ltd.


Director / Authorised Signatory

For ELAN CITY LLP


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SCHEDULE**M/s Vishnu Apartments Pvt. Ltd. 461/4401 Share**

Village	Rectangle No.	Killa No.	Area Kanal - Marla
Maidawas	17	4/2/1 min	0- 5
		7/2	4 -10
		Total	4 Kanal – 15 Marla
		Share:	0 Kanal- 10 Marla 0.0625 acres

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at the places and on the day, month and year mentioned above.

SIGNED AND DELIVERED BY THE WITHIN NAMED**WITNESSES:**

1.

IDENTIFIED BY ME
After Seen Aadhar Card of Parties
(Not Responsible If It is not Genuine)

NITISH SHARMA (ADVOCATE)
GURUGRAM

2.

J.P. SHARMA
Advocate
Distt. Court Gurugram

DRAFTED BY
As per Instruction Given
By Seller & Purchaser
NITISH SHARMA (ADVOCATE)
GURUGRAM

For Vishnu Apartments Pvt. Ltd.

Bishnu Singh
Director / Authorised Signatory

VENDOR

Vishnu Apartments Pvt. Ltd.

through its duly authorized person Mr. Bishnu Kumar Singh.

For ELAN CITY LLP

VENDEE**ELAN CITY LLP**

through its duly authorized person Mr. Gaurav Khandelwal .

For MGF DEVELOPMENTS LTD.

Bishnu Singh
AUTHORISED SIGNATORY

CONFIRMING PARTY

MGF Developments Ltd. through its duly authorized person Mr. Bishnu Kumar Singh

