

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 21/10/2021

Certificate No. Q0U2021J387  
GRN No. 82911012



733  
7

Stamp Duty Paid : ₹ 21454000  
Penalty : ₹ 0  
(Nil Zero Only)

Seller / First Party Detail

Name: Herman Properties Pvt Ltd  
H.No/Floor: 0 Sector/Ward: 0 LandMark: Delhi  
City/Village: Delhi District: Delhi State: Haryana  
Phone: 98\*\*\*\*\*72 Others: Kuldip Singh sons priavate ltd and best city projects private india limited



Buyer / Second Party Detail

Name: Eldeco Green park Infrasturcture limited  
H.No/Floor: 0 Sector/Ward: 0 LandMark: Delhi  
City/Village: Delhi District: Delhi State: Delhi  
Phone: 98\*\*\*\*\*72

Purpose: FEES FOR STAMP DUTY

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

WORDS	STAMPS	NO.	DATED
1900	2,14,54,000/-	Q0U2021J387	21/10/2021

BETWEEN

HERMAN PROPERTIES PRIVATE LIMITED

AND

KULDIP SINGH SONS PRIVATE LIMITED

AND

BEST CITY PROJECTS (INDIA) PRIVATE LIMITED

AND

ELDECO GREEN PARK INFRASTRUCTURE LIMITED

For Herman Properties Private Limited

*Kuldip Singh*  
Auth. Signatory

For Kuldip Singh Sons Private Limited

*Kuldip Singh*  
Auth. Signatory

For Best City Projects (India) Private Limited

*Kuldip Singh*  
Auth. Signatory




प्रलेख न:7733

दिनांक:08-11-2021

<b>डीड संबंधी विवरण</b>	
डीड का नाम SALE URBAN AREA WITHIN MC	
तहसील/सब-तहसील पानीपत	गांव/शहर शिमला मोलाना शिमला मोलाना स्थित शिमला मोलाना अन्दर 0 से 3 एकड़ शिमला मोलाना शिमला मोलाना शिमला मोलाना शिमला मोलाना
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर पता : शिमला मोलाना	अन्य क्षेत्र
<b>मवन का विवरण</b>	
<b>भूमि का विवरण</b>	
कृषि चाही	81 Bigha44 Biswa0 Biswansi
<b>धन संबंधी विवरण</b>	
राशि 306483584 रुपये	कुल स्टाम्प ड्यूटी की राशि 21453852 रुपये
स्टाम्प नं : q0u2021j387	स्टाम्प की राशि 21454000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:83877854
	पेस्टिंग शुल्क 3 रुपये
Drafted By: गौरव जुनेजा वकील	Service Charge:200

यह प्रलेख आज दिनांक 08-11-2021 दिन सोमवार समय 5:06:00 PM बजे श्री/श्रीमती/कुमारी कुलविन्द्र पाल सिंह कुकरेजा AS पुत्र कुलदीप सिंह निवास Herman Properties Private Ltd/ Kuldip Singh Sons Private Ltd/ Best City Projects India Private Ltd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

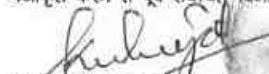
  
हस्ताक्षर प्रस्तुतकर्ता  
कुलविन्द्र पाल सिंह कुकरेजा AS

  
उप/संयुक्त पंजीयन अधिकारी (पानीपत)

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 अनापति 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 अनापति प्रमाण पत्र की आवश्यकता नहीं है।

  
दिनांक 08-11-2021  
कुलविन्द्र पाल सिंह कुकरेजा AS


  
उप/संयुक्त पंजीयन अधिकारी (पानीपत)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Eldeco Green Park Infrastructure Ltd thru सुधीर गुप्ता ASOTHER 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 राजू नम्बरदार पिता --- निवासी फरीदपुर व श्री/श्रीमती/कुमारी प्रिन्स पिता अशोक कुमार निवासी पानीपत ने की।

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

दिनांक 08-11-2021

यह प्रलेख 11/11/21

  
उप/संयुक्त पंजीयन अधिकारी (पानीपत)

## SALE DEED

This Sale Deed ("Sale Deed") is executed at Panipat as of this 08<sup>th</sup> day of November 2021 amongst:

**HERMAN PROPERTIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having its registered office at WZ-48, ShadiKhampur West Patel Nagar New Delhi-110008, through its Authorised Signatory **MR. K. P. SINGH KUKREJA**, son of Sardar Kuldip Singh, resident of 24/75, West Punjabi Bagh, New Delhi, duly authorized vide Board's Resolution dated 1/9/21 (hereinafter referred to as "**Seller 1**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

AND

**KULDIP SINGH SONS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having its registered office at 2/27, East Punjabi Bagh, New Delhi, through its Authorised Signatory **MR. K. P. SINGH KUKREJA**, son of Sardar Kuldip Singh, resident of 24/75, West Punjabi Bagh, New Delhi, duly authorized vide Board's Resolution dated 1/9/21 (hereinafter referred to as "**Seller 2**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

AND

**BEST CITY PROJECTS (INDIA) PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having its registered office at Best Plaza, Plot No. H-8, 1st floor, Netaji Subhash Place, Pitam Pura, Delhi- 110034, through its Authorised Signatory **MR. K. P. SINGH KUKREJA**, son of Sardar Kuldip Singh, resident of 24/75, West Punjabi Bagh, New Delhi duly authorized vide Board's Resolution dated 5/11/21 (hereinafter referred to as "**Seller 3**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

The Seller 1, Seller 2 and the Seller 3 are hereinafter collectively referred to as the "**Sellers**".

AND

**ELDECO GREEN PARK INFRASTRUCTURE LIMITED**, a company incorporated under the Companies Act, 1956, having its corporate and communication office at 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi-25, through its Authorized Signatory, Mr. Sudhir Gupta, duly authorized vide Board's Resolution dated 27.10.2021 (hereinafter referred to as "**Buyer**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

The Sellers and the Buyer are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

For Kuldip Singh Sons Private Limited

*K. P. Singh Kukreja*  
Auth. Signatory

For Best City Projects (India) Private Limited

*K. P. Singh Kukreja*  
Auth. Signatory

For Herman Properties Private Limited

*K. P. Singh Kukreja*  
Auth. Signatory



Reg. No.

Reg. Year

Book No.

7733

2021-2022

1



विक्रेता



क्रेता



गवाह



उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- कुलविन्द्र पाल सिंह कुकरेजा AS

क्रेता :- thru सुधीर गुप्ता ASOTHEREldeco Green Park Infrastructure Ltd

गवाह 1 :- राजू नम्बरदार

गवाह 2 :- प्रिन्स

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7733 आज दिनांक 08-11-2021 को बही नं 1 जिल्द नं 843 के पृष्ठ नं 100 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 14258 के पृष्ठ संख्या 65 से 87 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 08-11-2021

उप/संयुक्त पंजीयन अधिकारी( पानीपत )

**WHEREAS:**

- A. The Sellers represents and warrants that the Seller 1 is the absolute, legal, beneficial and registered owner of the Seller 1 Land (*as defined hereinafter*), the Seller 2 is the absolute, legal, beneficial and registered owner of the Seller 2 Land (*as defined hereinafter*) and the Seller 3 is the absolute, legal, beneficial and registered owner of the Seller 3 Land (*as defined hereinafter*), which is also recorded in the revenue records in Badar No. 2 dated 14.07.2021. The Seller 1 Land, the Seller 2 Land and the Seller 3 Land are hereinafter collectively referred to as the "Sale Land" and the details of the Sale Land are more particularly set out in **Schedule I**;
- B. The Sellers further represent and warrant that they along with landowners of other parcels of land nearby have obtained development license bearing no. 3 of 2020 dated January 17, 2020 in respect of land admeasuring 10.718 (ten point seven one eight) acres; license bearing no. 4 of 2020 dated January 17, 2020 in respect of land admeasuring 13.65 (thirteen point six five) acres; and license bearing no. 5 of 2020 dated January 17, 2020 in respect of land admeasuring 10.96 (ten point nine six) acres (collectively "**Development Licenses**") from DTCP (*as defined hereinafter*) under the DDJAY Policy (*as defined hereinafter*) for development of plotted colony over land total admeasuring 35.34 (thirty five point three four) acres, ("**Larger Land**") which *inter-alia* includes the Sale Land. The Larger Land is more particularly set out in **Schedule II** attached hereto. The Sellers further represent and warrant that the Sale Land is an identified and partitioned land parcel which is fit for development of residential plotted colony under the DDJAY Policy and there are no impediments whatsoever to such development;
- C. The DTCP has *vide* its memo nos. (i) LC-3726-JE (MK)-2021/18597, (ii) LC-3728-JE (MK)-2021/18595 and (iii) LC-3727-JE (MK)-2021/18594 all dated 03.08.2021 granted its approval for the transfer of the Development Licenses; and for the change in developer of the Sale Land (collectively as "**Transfer Approvals**") subject to compliance of the terms and conditions as stipulated therein such Transfer Approvals within stipulated period.
- D. The Sellers represent and warrant that the Sellers are seized and possessed of the Sale Land and the Sellers are well and sufficiently entitled to the Sale Property (*as defined hereinafter*) and the title of the Sellers to the same is free, clear, divided and marketable and is free from Encumbrances (*as defined hereinafter*) of any nature whatsoever;
- E. The Sellers further represent and warrant that: (i) the Sellers have unhindered, unobstructed, continuous and peaceful possession of the Sale Land; (ii) the Sellers are duly authorized and entitled to sell, Transfer (*as defined hereinafter*), convey or deal with the Sale Land in any manner whatsoever and no other person has any right, title, claim, interest or share therein; (iii) there is no impediment for this sale and Transfer of the Sale Land in favour of the Buyer under any Law (*as defined hereinafter*), order, decree or contract; (iv) there are no legal impediments whereby the Sellers can be prevented from entering into this Sale Deed; (v) there is no order of attachment by any Taxation Authority (*as defined hereinafter*) and, or, by any other Government Authorities (*as defined hereinafter*); (vi) there is no existing, pending, perceived or threatened litigation with respect to the Sale Land and, or, which affect the rights of the Sellers in relation to the Sale Land and, or, which prevent the Sellers from entering into this Sale Deed; (vii) the Sale Land is owned solely by the Sellers and the same is not a joint property;



For Herman Properties Private Limited

*Kuldeep Singh*  
Auth. Signatory

For Kuldip Singh Sons Private Limited

*Kuldeep Singh*  
Auth. Signatory

For Best City Projects (India) Private Limited

*Kuldeep Singh*  
Auth. Signatory

charges, liens, restrictions, disputes, litigations of any nature whatsoever; and that the Sellers have not entered into any agreement or arrangement or memorandum of understanding, collaboration, joint venture or term sheet, of any nature whatsoever, with any Third Party (as defined hereinafter) for any sale or Transfer of the Sale Land;

- G. The Buyer relying on the various representations, warranties, stipulations, assurances, covenants, undertakings and indemnities of the Sellers as set out in this Sale Deed (including as set forth in all of the above Recitals) has agreed to purchase the Sale Property, the entire development potential and the floor space index thereon (present and future) together with the benefits of all licenses, Approvals (as defined hereinafter), permissions, obtained from time to time from the relevant authorities in respect of the Sale Property from the Sellers, free from all Encumbrances, Claims (as defined hereinafter), disputes, litigations, liabilities, liens, charges etc. of any nature whatsoever with clear, marketable title and legal possession; and
- H. The Sellers are executing this Sale Deed in favour of the Buyer for irrevocable and absolute sale, Transfer, conveyance, assignment, grant and delivery of the Sale Property in favour of the Buyer.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH HEREIN, THIS IRREVOCABLE SALE DEED WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION.**

**1.1 Definitions.**

In addition to the definitions contained herein in the Sale Deed, the capitalized terms used in this Sale Deed shall have the meaning as specified in hereunder written.


"Approvals" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained for the acquisition/ purchase/ use of the Sale Land, including without limitation the Development Licenses, Transfer Approvals, change of land use, conversions, all other approvals and, or, permissions from any other statutory or Government Authorities, whether State or Central and all other approvals, permissions, consents and no objections received from lenders and shall include but not be limited to the following:

- Development Licenses by DTCP;
- Permission dated 07.11.2019 bearing No 11029/NHAI/PIU/AMB/2465 from National Highway Authority for access;
- Revised Layout Cum Demarcation Plans bearing Nos. 5704 dated 08.03.2021, 6458 dated 12.03.2021 and 6454 dated 12.03.2021, approved by DTCP;
- Permission for access dated 25.03.2021 issued by the Forest Department, Govt of Haryana


"Claims" shall mean any and all claims, demands, actions, cause of actions, damages, losses, costs, liabilities or expenses, including, without limitation, reasonable professional fees and all costs incurred in pursuing any of the foregoing or any proceeding relating to any of the foregoing;

"DDJAY Policy" means the policy memo no. PF- 27A/ 2700 dated February 8, 2016 issued by DTCP and as amended from time to time;

For Herman Properties Private Limited


  
Auth. Signatory

For Kuldip Singh Sons Private Limited

  
Auth. Signatory



For Best City Projects (India) Private Limited

  
Auth. Signatory  
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"Development Licenses" shall have the meaning ascribed to such term in Recital B;

"DTCP" shall mean the Department of Town and Country Planning, Haryana;

"EDC" shall mean the external development charges;

"Encumbrance(s)" shall mean shall mean award, interest, disputes, notices, demands, orders, judgments, gift, exchange, previous sale, notifications, lien, charge, assignment, hypothecation, adverse possession, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy, any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, Claim, Security Interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, Transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any agreement, whether conditional or otherwise, to create any of the same;

"Execution Date" shall mean the execution date of this Sale Deed i.e. 08<sup>th</sup> November, 2021;

"FSI" shall mean the permissible floor space index associated with the Sale Land, as on Execution Date;

"Government Authority(ies)" shall mean any government authority, statutory or regulatory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/local authority having jurisdiction over any matter pertaining to the construction and development of projects;

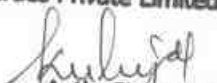
"SIDC" shall mean the state infrastructure development charges;

"Indebtedness" shall mean any indebtedness in respect of, monies borrowed or debit balances at banks and other financial institutions, any debentures, bonds, loans (whether secured or unsecured) or any other instrument of debt, any guarantee, indemnity or similar assurances, any currency swap or interest swap, cap or other arrangement or any other derivative instrument, etc.;

"Larger Land" means a contiguous parcel of land admeasuring approximately 35.34 (thirty-five point three four) acres situated in village Simla Molana, Sector-40, Panipat, Haryana and as more particularly described in **Schedule II**;

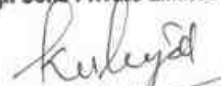
"Law" and "Applicable Law(s)" means any statute, law, bye-law, enactment, regulation, ordinance, enactment, policy, treaty, rule, notification, approval, direction, directive, guideline, circular, order, decree, judgment or any restriction or condition including any similar form of decision of or determination, application or execution by or interpretation or pronouncement or adjudication having the force of law of any the foregoing, by any concerned authority having jurisdiction over the matter in question;

For Herman Properties Private Limited

  
Auth. Signatory

For Kuldip Singh Sons Private Limited



  
Auth. Signatory

For Best City Projects (India) Private Limited

  
Auth. Signatory

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"**Sale Consideration**" shall have the meaning ascribed to such term in Section 3.2 of this Sale Deed;

"**Sale Land**" shall mean collectively the Seller 1 Land, Seller 2 Land and Seller 3 Land in aggregate admeasuring approximately 17.33 Acres (i.e. equivalent to a 83 Bigha 4 Biswa) forming part of the Larger Land and owned by the Sellers and as more particularly described in **Schedule I**, including all benefits, development rights, FSI, rights to passage, easements, privileges attached and appurtenant thereto, any construction, development or any other immoveable property thereon along with all other rights, titles, interest and ownership;

"**Security Interest**" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, Encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing;

"**Seller 1 Land**" means the parcels land admeasuring 7.26 (Seven Point Two Six) acres forming part of the Sale Land and owned by the Seller 1;

"**Seller 2 Land**" means the parcels of land admeasuring 0.813 (Point Eight One Three) acres forming part of the Sale Land and owned by the Seller 2;

"**Seller 3 Land**" means the parcels of land admeasuring 9.26 (Nine Point Two Six) acres forming part of the Sale Land and owned by the Seller 3;

"**Tax(es)**" or "**Taxation**" means any taxes (direct or indirect), duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to a Government Authority in India, including in relation to: (i) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal taxes, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; and (ii) any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to or incurred in connection with any proceedings in respect thereof;

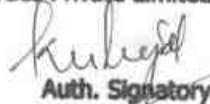
"**Third Party**" means all other persons or entities other than the Parties to this Sale Deed;

"**Transfer**" shall mean and include sale, transfer and conveyance of all unfettered rights, title, interest, ownership, benefits, privileges, interest, enjoyment, easements and entitlements, and "**Transferred**", "**Transfers**" and "**Transferring**" shall be construed accordingly;

"**Transfer Approvals**" shall have the meaning ascribed to such term in Recital C; and

- 1.2 That the Recitals of this Sale Deed shall form part and parcel of the operative part of the Sale Deed and shall be read accordingly.
- 1.3 Schedules and annexures to this Sale Deed shall be deemed to form an integral part of this Sale Deed, and all references to this Sale Deed shall include reference to schedules and annexures

For Herman Properties Private Limited

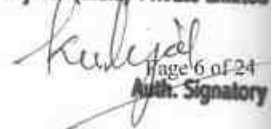
  
Auth. Signatory

For Kuldip Singh Sons Private Limited



  
Auth. Signatory

For Best City Projects (India) Private Limited

  
Auth. Signatory


hereto.

- 1.4 Reference to a Party in this Sale Deed shall, where the context permits, include such Party's respective successors, legal representatives and permitted assigns.

## 2. SALE AND CONVEYANCE AND SALE CONSIDERATION.

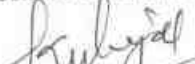
- 2.1 In consideration of the Sale Consideration (*as defined hereinbefore*) set out in Section 3 below, the Sellers doth hereby irrevocably, absolutely and forever, sell, Transfer, grant, convey, alienate, assign, assure and deliver unto the Buyer, all exclusive rights, title, interest and ownership in the Sale Land i.e. licensed land admeasuring 17.33 Acres (i.e. equivalent to 83 Bigha 4 Biswa) forming part of the Larger Land and owned by the Sellers, as more particularly described in **Schedule II**, with all easements, privileges, rights appurtenant thereof along with all the benefits, rights to passage, easements, privileges attached and appurtenant thereto, any constructions thereon, along with all rights, (including any and all development rights including right to demolish, reconstruct, develop, mortgage, monetize etc.), FSI (*as defined hereinbefore*) (hereinafter referred to as the "**Sale Property**") together with the benefits of all licenses, Approvals (*as defined hereinbefore*), permissions, obtained from time to time from the relevant authorities in respect of the Sale Property, free from any and all Encumbrances, mortgages, Claims, disputes, litigations, charges etc. of any nature whatsoever including from or against any Government Authority (*as defined hereinbefore*), or Third Party (*as defined hereinbefore*).
- 2.2 The Sellers hereby agree and acknowledge that the Buyer has purchased and acquired the Sale Property and the Sale Consideration has been determined and paid or agreed to be paid solely relying upon the representations, warranties, assurances, covenants, undertakings and indemnities provided by the Sellers, including but not limited to the representations, warranties, assurances and covenants set out in Section 6 below.
- 2.3 The Sellers hereby agree and acknowledge that upon execution of this Sale Deed, the Buyer shall be absolutely and irrevocably entitled to:
- (i) the exclusive, legal and absolute ownership of the Sale Property, on a freehold basis, free from all Encumbrances, Claims, disputes, litigations, liabilities, liens, charges etc. of any nature whatsoever, from or against any Government Authority or Third Party and shall have all the benefits, rights, entitlements, title, interest and ownership, including the FSI and any other rights and entitlements attached or that is or may be available in the future with respect to the Sale Property exclusively and absolutely together with the right to passage, easements, benefits, privileges attached or appurtenant thereto. The Sellers confirm that the Sellers are left with no right, title, interest, claims, ownership and entitlement in the Sale Property and the Buyer is the absolute owner of the Sale Property and has the absolute right to Transfer, assign, sell, convey, encumber, charge, monetize, mortgage, dispose-off, alienate the Sale Property to any person as it deems fit and has all entitlements for the development construction, marketing, operating, leasing and sale, conveyance, Transfer and monetization of the Sale Property, to earn any profits, proceeds and income from the Sale Property and all such other rights to commercially exploit the Sale Property on such terms and conditions as it deems fit and proper, without any objection or hindrance from the Sellers or any other person claiming through or under the Sellers; and

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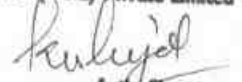
  
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(ii) the exclusive, legal and absolute ownership of the Approvals.

- 2.4 The Sellers shall, at their sole cost and expense, from time to time and at all times hereafter at the request of the Buyer do and execute or cause to be done and executed, all such further and other acts, deeds, things, matters and assurances in law whatsoever for the better, further and more perfectly and absolutely granting, assuring, conveying, transferring and assigning the Sale Property hereby granted unto and to the use of the Buyer in the manner aforesaid as shall or may be required by the Buyer, their successors in title or assigns in law for assuring the Sale Property and every part thereof hereby granted, assured, conveyed, assigned unto and to the use of the Buyer in the manner aforesaid and, or, its successors in title or assigns, as the case may be.
- 2.5 The Sellers hereby absolutely and irrevocably agree, undertake and confirm to the execution of this Sale Deed and agree not to challenge, protest the execution of this Sale Deed and the sale, Transfer, conveyance, grant, assignment of the Sale Property by the Sellers in favour of the Buyer.
- 2.6 The Parties hereby agree and confirm that the Buyer shall be entitled to affect the necessary entries of mutation and updation of revenue records with respect to the Sale Property including the Sale Land in the name of the Buyer.

### 3. SALECONSIDERATION.

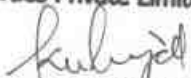
- 3.1 In consideration of the sale, Transfer, conveyance, grant, assignment of the duly licensed Sale Property to the Buyer, free from all the Encumbrances, Claims, disputes, litigations, liabilities, liens, charges, and diverse obligations to be performed by the Sellers, including under these presents, the all inclusive, full and final sale consideration paid by the Buyer to the Sellers, for purchase of the Sale Property along with all the Approvals and any other rights and entitlements attached to the Sale Land or that is or may be available in the future, the income and profits to be received therefrom or any commercial exploitation or development therefrom, which has been paid in the manner set out in Section 3.2 herein below (the payment and receipt whereof the Sellers do hereby admit and acknowledge and from the same and every part thereof acquit, release and discharge the Buyer forever).
- 3.2 The Buyer relying upon the representation, warranties and assurances under this Sale Deed, in consideration for purchase of the Sale Property, has made the payment towards purchase of the Sale Land in the following manner:

- 3.2.1 The Buyer shall make the payment towards purchase of the Sale Land to Seller 1, Seller 2 & Seller 3 in the following manner:

#### Seller 1 Land:

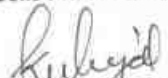
- a) All inclusive, full and final sale consideration payable by Buyer to Seller 1, for purchase of the Seller 1 Land along with all the development rights, easements, privileges, rights, entitlements and benefits attached thereto, and transfer of the Licenses in favour of the Buyer shall be INR 15,94,17,800/- (Rupees Fifteen Crore Ninety Four Lacs Seventeen Thousand Eight Hundred Only) to be paid in the manner provided herein below ("Seller 1 Sale Consideration").

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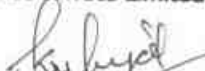
Out of Seller 1 Land, land admeasuring 3.468 acres falling in Khasra Nos 402/1, 402/2, 403/1, 404/2, 405/1, 405/2, 406/1/1, 407/1/1, 408/1/1, 409 & 410, abuts the G.T. Kanak Road accordingly its sale consideration has been calculated @ INR 3,00,00,000/- (Rupees Three Crore Only) per acre and the balance land i.e. 3.793 acres the sale consideration is calculated @ INR 1,46,00,000/- (Rupees One Crore Forty-Six Lacs only) per acre.

- b) The Sellers hereby acknowledge and confirmed out of the Seller 1 Sale Consideration Buyer an amount of Rs. 4,40,00,000/- (Rupees Four Crore Forty Lacs only) is being received by Seller No.1, which shall stand adjusted against the Seller 1 Sale Consideration.
- c) Balance sale consideration i.e. INR 11,54,17,800 /- (Rupees Eleven crore Fifty four Lakh Seventeen Thousand Eight Hundred Only), after deduction of 1% TDS of INR 11,54,178/- (Rupees Eleven Lakh Fifty Four Thousand One Hundred seventy Eight only), as per the Income Tax Act, 1961, amounts to INR. 11,42,63,622/-(Rupees Eleven Crore Forty Two Lakh Sixty Three Thousand Six Hundred Twenty Two only) and the same is being paid in the following manner:
- an amount of INR8,52,97,622/- (**Rupees Eight Crore Fifty Two Lakh Ninety Seven Thousand Six Hundred Twenty Two only**) at the time of execution and registration of this Sale Deed vide cheque no. 000135 dated 03.11.2021, drawn on HDFCBank, JasolaVihar branch, New Delhi and balance amount of INR 2,89,66,000/- ( Rupees Two Crore Eighty Nine Lakh Sixty Six Thousand Only) has been paid vide postdated cheques in the following manner:
    - an amount of INR 72,41,500/-(Rupees Seventy Two Lakh Forty One Thousand Five Hundred only) vide Cheque No. 000147 Dated 02.12.2021, drawn on HDFC Bank, JasolaViharBranch, New Delhi;
    - an amount of INR 72,41,500/- (Rupees Seventy Two Lakh Forty One Thousand Five Hundred only) vide Cheque No. 000148Dated 02.01.2022 drawn on HDFC Bank, JasolaViharBranch, New Delhi;
    - an amount of INR 72,41,500/- (Rupees Seventy Two Lakh Forty One Thousand Five Hundred only) vide Cheque No. 000149 Dated 02.02.2022 drawn on HDFC Bank, JasolaViharBranch, New Delhi; and
    - an amount of INR 72,41,500/- (Rupees Seventy Two Lakh Forty One Thousand Five Hundred only) vide Cheque No. 000150Dated 02.03.2022 drawn on HDFC Bank, JasolaViharBranch, New Delhi.

**Seller 2 Land:**

- a) All inclusive, full and final sale consideration payable by Buyer to Seller 2, for purchase of the Seller 2 Land along with all the development rights, easements, privileges, rights, entitlements and benefits attached thereto, and transfer of the Licenses in favour of the Buyer shall be INR 1,18,69,800/- (Rupees One Crore Eighteen Lacs Sixty Nine Thousand Eight Hundred Only) to be paid in the manner provided herein below ("Seller 2 SaleConsideration"). The Seller 2 Sale

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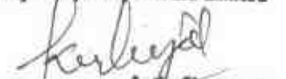
  
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Consideration has been calculated @ INR 1,46,00,000/- (Rupees One Crore Forty-Six Lacs Only) per acre.

The Seller 2 Sale Consideration, after deduction of 1% TDS of INR 1,18,698/- (Rupees One Lakh Eighteen Thousand Six Hundred Ninety Eight only), as per the Income Tax Act, 1961, amounts to INR 1,17,51,102/- (Rupees One Crore Seventeen Lakh Fifty One Thousand One Hundred Two only) is being paid vide cheque no. 000146 dated 03.11.2021 drawn on HDFC Bank, Jasola Vihar Branch, New Delhi.

#### **Seller 3 Land:**

- a) All inclusive, full and final sale consideration payable by Buyer to Seller 3, for purchase of the Seller 3 Land along with all the development rights, easements, privileges, rights, entitlements and benefits attached thereto, and transfer of the Licenses in favour of the Buyer shall be INR 13,51,96,000/- (Rupees Thirteen Crore Fifty One Lacs Ninety Six Thousand only), after deduction of 1% TDS of INR 13,51,960/- (Rupees Thirteen Lakh Fifty One Thousand Nine Hundred Sixty only) as per the Income Tax Act, 1961, amounts to INR 13,38,44,040/- (Rupees Thirteen Crore Thirty Eight Lakh Forty Four Thousand Forty only) is being paid in the manner provided herein below ("**Seller 3 Sale Consideration**").

The Seller 3 Sale Consideration has been calculated @ INR 1,46,00,000/- (Rupees One Crore Forty-Six Lacs only) per acre, is paid in the following manner:

- an amount of INR. 3,86,48,040/- (**Rupees Three Crore Eighty Six Lakh Forty Eight Thousand Forty Only**) at the time of execution and registration of this Sale Deed vide cheque no. 000137 dated 03.11.2021 drawn on HDFC Bank, Jasola Vihar branch, New Delhi;
- an amount of INR. 3,00,00,000/- (**Rupees Three Crore Only**) at the time of execution and registration of this Sale Deed vide cheque no. 000138 dated 09.11.2021 drawn on HDFC Bank, Jasola Vihar branch, New Delhi; and
- the balance amount of INR 6,51,96,000/- (Rupees Six Crore Fifty One Lacs Ninety Six Thousand Only) has been paid through post dated cheque/s, payment and receipt whereof is being hereby duly acknowledged by Seller 3.

- 3.3 The Sellers hereby confirm and acknowledge the payment of the entire Sale Consideration in the manner as set forth in Section 3.2 above constitutes full and final settlement of the sale and Transfer of the Sale Property and there is no outstanding amount left to be paid by, or received from the Buyer and none of the Sellers shall have any claims whatsoever against the Buyer in relation to the same.
- 3.4 The Sale Consideration is subject to deduction of all Taxes including all taxes deductible at source and withholding taxes, if applicable and any outstanding dues and charges towards any Government Authority.
- 3.5 The Sellers hereby agree and undertake to take all necessary actions, steps, deeds, including without limitation, execution of any relevant deeds, power of attorney, documents for submission with the Government Authority, as may be required to ensure registration of the Sale Deed in

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For Kuldeep Singh Sons Private Limited

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favour of the Buyer.

- 3.6 The Sellers shall, from time to time, execute all necessary deeds, board resolutions and other documents that may be required by the Buyer to protect its rights in the Sale Property and for the effective use and enjoyment of the Sale Property and for the complete and absolute right, title, interest and ownership in the Sale Property and all other rights, title and interest, entitlements as set forth in this Sale Deed.
- 3.7 The Sellers shall provide all necessary help and cooperation to the Buyer in completing the sale and Transfer process of the Sale Property in the name of the Buyer in the revenue records and the records of any governmental, statutory, administrative, judicial, municipal authorities, on the basis of this Sale Deed. The Sellers shall provide all necessary help and cooperation to the Buyer in completing the sale and the transfer process of the Sale Property at the Sellers' cost, and do or cause to be done all acts, deeds, matters and things and execute all documents, affidavits, applications, undertakings, power of attorney(s) as may be required by the Buyer for perfecting the Buyer's title in the Sale Property, including without limitation for the registration of the Sale Deed, conveyance deed, transfer deed, confirmation deeds, affidavits, letters, undertakings etc., Transfer of the Sale Property, obtaining Transfer Approvals and do and execute or cause to be done and executed all such further and other acts, deeds, things, matters and assurances in law whatsoever for the better, further and more perfectly and absolutely granting, assuring, conveying, transferring and assigning the Sale Property hereby granted unto and to the use of the Buyer, their successors in title or assigns in law as the case may be.
- 3.8 The Sellers shall continue to be liable to bear any and all costs and expenses which pertain to any past liabilities or obligations (including but not limited to any statutory charges, taxes, fees, outstanding amounts payable in relation to or under the Development License and the Sale Land) pertaining to the period prior to the execution and registration of this Sale Deed.
- 3.9 In the event any prepayment, foreclosure penalties or any other penalties or any outstanding interest, charges, or any other amounts, are applicable and payable to any lenders of the Sellers pursuant to or at the time of repayment of the loans, the same shall be the liabilities and obligations of the Sellers with no recourse whatsoever to the Buyer.

#### 4. STAMP DUTY, OTHER COSTS AND EXPENSES.

- 4.1 The Sellers shall be solely responsible and liable for the stamp duty, registration charges, transfer charges, levies, surcharges, or any statutory and other fees payable, or interest/ payments levied on account thereof and any other related costs arising from the execution and registration of this Sale Deed as required under Applicable Laws or otherwise;
- 4.2 All taxes, charges, rents, demands, revenue, cesses, ground rent, lease rent and municipal charges, Claims and all other dues and outstanding towards any municipality or Government Authority, payable in respect of the Sale Property including any interest/ penalty thereof, up to the date of registration of the Sale Deed shall be borne solely by the Sellers irrespective of when such demand/ claim for payment is made or received.
- 4.3 The Sellers shall, at their own cost and expense, settle all disputes, Claims, demands, suits, complaints, liabilities, actions, litigations and any other demands etc., of any nature whatsoever

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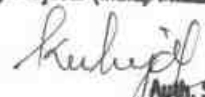
  
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raised, filed or pertaining to the Sale Property made by any person or entity including but not limited to vendors, consultants, architects, etc., up to the date of registration of the Sale Deed irrespective of when such claim/demand is made or received and ensure that the development and construction on the Sale Land by the Buyer shall not be interrupted, obstructed, hampered or delayed in any manner. .

- 4.4 The Sellers hereby waive any right to claim refund or reimbursement of any amounts from the Buyer and, or any Government Authority in relation to the Sale Property including the EDC/ SIDC amounts from the DTCP. The Sellers hereby agree, affirm and acknowledge that all the benefits of paying the EDC/ SIDC on the Sale Property shall, on and from the Execution Date, accrue to the Buyer.
- 4.5 The Sellers have represented and warranted that the Development Licenses transferred to the Buyer under DDJAY Policy is duly completed without any liability whatsoever and if any penalty/ interest/ condition/ charges/ fee/ compensation is levied on the Buyer on account of defaults in the old license conditions related to the Larger Land, then the Sellers shall jointly and severally be liable for the same including making payments, if any thereof and shall always keep the Buyer harmless and indemnified in this regard in all manner, whatsoever.

## **5. POSSESSION OF SALE PROPERTY AND TITLE DOCUMENTS.**

- 5.1 The Sellers do hereby grant, transfer and assure the quiet, vacant, peaceful and unencumbered, legal and juridical possession of the entire Sale Property along with all rights, title, interests, ownership, easements, privileges and appurtenances thereto to the Buyer.
- 5.2 The Sellers hereby agree, undertake and covenant that simultaneously with the execution of this Sale Deed, the following actions shall be undertaken:
- (i) handover of exclusive, absolute, legal, physical and vacant possession of the Sale Property free of all Encumbrances, charges, litigations, to the Buyer;
  - (ii) handover to the Buyer, originals of the Sale Land title documents along with all the contracts, Approvals, Development Licenses, licenses, permits, permissions, no-objection certificates, no-dues certificates with the applications submitted for obtaining the same, correspondence with government and statutory bodies etc.; and
  - (iii) handover all the property tax receipts and all other documents in respect of the Sale Property.
- 5.3 With the execution and registration of this Sale Deed, all the Approvals, wherever applicable, shall stand transferred and assigned in favour of the Buyer at the Sellers' cost. The Sellers shall provide all help and co-operation including without limitation, execution of relevant documents for submission with the Government Authority, as may be required for implementation of transfer of the Approvals in the name of the Buyer.

## **6. REPRESENTATIONS, WARRANTIES, COVENANTS, DECLARATIONS AND UNDERTAKINGS OF THE PARTIES.**

- 6.1 The Buyer represents and warrants to the Sellers that the Buyer has the full legal right, capacity and authority to enter into this Sale Deed and this Sale Deed constitutes a legal, valid and binding

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obligation of the Buyer. The Buyer has the corporate power and authority to execute this Sale Deed and has taken all necessary corporate action to authorize the execution by it of this Sale Deed and the transactions contemplated hereby.

6.2 The Sellers hereby severally represent and warrant that:

- (i) all the fees, costs, charges, Claims, liabilities towards obtaining the Transfer Approvals has been duly paid to the relevant Government Authorities and there are no further outstanding liabilities, actions and other demands of any nature whatsoever; and the Sellers undertake and covenant that in the event any Claims, liabilities, actions and other demands of any nature whatsoever pertaining to the Transfer Approvals is made by any Government Authority or competent court of Law or person, irrespective of when such claim/ demand is made or received, the Sellers shall, at their own costs and expense, undertake all such actions and execute all such documents as may be required in connection with perfecting the Transfer Approvals in favour of the Buyer.
- (ii) The Sellers have the full legal right, capacity and authority along with all necessary authorizations and approvals (including consents and approvals from any Third Parties including their lenders) to enter into and deliver the terms and provisions of this Sale Deed and this Sale Deed constitutes a legal, valid and binding obligation of the Sellers.
- (iii) The Sale Property or any part thereof is not a subject matter of any suit, attachment, acquisition or litigation or court proceedings/administrative/mediation/arbitration/conciliation, investigations, Claims, actions, other proceedings or hearings and no proceedings have been initiated/filed/pending by or against the Sellers or the Sale Property or any part by any by any counterparties to any of the contracts, or any Third Parties before Government Authority, any court, arbitrator, tribunal, quasi-judicial, regulatory or similar body or agency in any jurisdiction ("Proceedings") and in the event any legal or quasi legal proceedings are initiated by any person at any time in respect of Sale Property or any part thereof and/or against any documents executed by and/or in favour of the Sellers with their predecessor in title and, or, even otherwise, the same shall be resolved by the Sellers at their sole cost and expenses.
- (iv) The Sale Land admeasures 17.33 Acres approxand as on the Execution Date, and the Buyer shall be entitled to construct/ develop on the Sale Land by utilizing the entire FSI available for development on the Sale Land. The description of the Sale Land as provided in this Sale Deed is true and correct and not misleading in any respect and corresponds to the description as mentioned in the land and revenue records maintained in the office of the concerned revenue officials and the sub-registrar of assurances.
- (v) The Sellers have caused mutation and Transfer of the Sale Land in the name of the Sellers in all the necessary land records and governmental, statutory, administrative, judicial, municipal authorities such that the Sellers are reflected as the absolute owners of the Sale Land in all the necessary land records of all the relevant Government Authority.
- (vi) All the Sale Land title documents have been registered, adequately stamped, and are valid, binding, enforceable and Transfer rights, title, interest and ownership in the Sale Land solely in favour of the Sellers.

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- (vii) There are no circumstances that exist or threats that are likely to cause termination, invalidity, cancellation, revocation etc. of any of the Sale Land title documents and there are no adverse orders, notices issued by any competent authority pursuant to the Sale Land title documents.
- (viii) There are no impediments with regard to the development and construction on the Sale Land and there are no trespassers and, or, squatters, possessory rights, gair marusi's and, or, any encroachments on the Sale Property.
- (ix) Access to and egress from the Sale Land is unconditionally and absolutely available for the purpose of construction, development, occupation, use, marketing, sale, lease, Transfer or any other commercial exploitation of the Sale Land.
- (x) That there are no co-owners, partners, tenants, encroachers, trespassers, occupants or squatters on the Sale Land and no other person or persons including any worker, labourer, staff (in respect of any pending dues like wages retrenchment or retirement dues, or any other benefits etc.) has/ have any right, title, interest, claim or demand of any nature whatsoever in, to or upon the Sale Land being considered for development under this Sale Deed or any part thereof including by way of sale, agreement for sale, memorandum of agreement, charge, lien, mortgage, pledge, Security Interest, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever.
- (xi) That there are no drains, sewers, cables (excluding overhead HT/LT cables), water pipes, gas pipes, passing through or over the Sale Land.
- (xii) No order and, or, any notice and, or, demand, award has been passed and, or, raised under the provisions of the Haryana Ceiling on Land Holdings Act, 1972, Urban Land (Ceiling & Regulation) Act, 1976 (since repealed) and, or, the Urban Land (Ceiling & Regulation) Repeal Act, 1999 or under Land Acquisition Act 1894 with respect to the Sale Property.
- (xiii) There is no other matter of which the Sellers, are, or ought to be, aware which adversely affects the value of the Sale Land or casts any doubt on the right or title of Sellers thereto or on the use of the Sale Land.
- (xiv) The Sellers are in possession of all the Approvals obtained in respect of the Sale Land under the Applicable Laws and the same are all have been complied with. All such Approvals are valid and subsisting as of the Execution Date and no breach of any of the aforesaid have been committed by the Sellers. None of the Approvals shall cease to be valid and in force as a result of the consummation of the transactions pursuant to or contemplated under this Sale Deed and the Sellers are not aware of any event or circumstance or proposal under which any of such Approvals are likely to be revoked, terminated or cancelled or not renewed in the ordinary course or whereby penalties can be imposed or any proceedings can be initiated.
- (xv) The Sellers have no liability (actual or contingent) under any Environmental Laws and there are no circumstances which would give rise or are likely to give rise to any such liability on the part of the Sellers to make good, repair, reinstate or clean up the Sale Property, or its adjoining areas and the Sale Property has not been the subject of any environmental audit,

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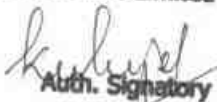


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any evaluation, assessment, study or test.

- (xvi) There are no subsisting or outstanding loans or overdraft facilities or any financing facilities or any other Indebtedness of any nature whatsoever from any person in relation to or in connection with the Sale Property or pertaining to creation of any Security Interest on the Sale Property or any part thereof and the Sellers have no liabilities or amounts due/ payable to any person or Third Parties in relation to the same.
- (xvii) The Sale Property and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a Third Party, legal flaw, Claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever.
- (xviii) As of the Execution Date, there are no notices or *lis pendens*, Proceedings, outstanding that have been filed/registered in respect of any of the Sellers and/or Sale Property or unsatisfied judgments, decrees or orders of any such court, commission, arbitrator or Government Authority that would that seek to prevent, restrict, delay or terminate the rights, occupation, use, enjoyment and Transfer of the Sale Property to the Buyer or consummation of the transactions under this Sale Deed.
- (xix) All Taxes, fees, statutory dues, charges, levies, cess, demands, premiums, outstandings, including without limitation urban land taxes, vacant land tax, property taxes, electricity charges, water taxes, sewerage, other municipal charges and all such outgoings and all dues and necessary charges, under Applicable Laws to the Taxation Authorities or any Government Authority in respect of the Sale Property along with any interest or penalty that may be due, are paid up to Execution Date without any delay and the Sale Property is not subject to any outstanding liability for the payment of any outgoings of a recurring nature.
- (xx) All the Warranties, information, documents or statements relating to, or provided by, the Sellers in this Section 6 which is relied upon by the Buyer and, or, its affiliates, advisors, consultants and representatives are true, accurate, complete and correct in all respects and not misleading in any manner there is no suppression of any material facts. The Warranties do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements and information contained in this Section 6 not misleading. If after the Execution Date, the Sellers become aware of any event or matter, which constitutes or may constitute a breach of or be inconsistent with any of the Warranties, the Sellers undertake to promptly notify the Buyer in writing.
- (xxi) All the Warranties are valid notwithstanding any information or document furnished to or findings made by the Buyer during its due diligences and no such information, document or finding has limited the liability of the Sellers. None of the Warranties shall be treated as qualified by any actual or constructive knowledge on the part of the Buyer or any of its agents, representatives, officers, employees, consultants or advisers and no such knowledge shall prejudice any claim for breaches of the Warranties or operate as to reduce any amount recoverable.

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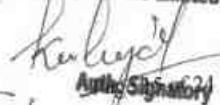
  
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(xxii) The Sellers are aware of the fact that the Buyer has agreed to acquire the Sale Property relying upon the correctness of the several statements, declarations, confirmations and representations made by the Sellers to the Buyer and confirm and repeat the correctness thereof and the Sellers doth hereby indemnify and keep indemnified, saved and defended the Buyer and the other Indemnified Parties from and against all losses, damages, litigation, Claims, demands and costs that may be made and, or, raised by any one or incurred or sustained by the Buyer as a result of any of the statements, declarations, confirmations and representations herein contained being found to be untrue.

- 6.3 Each of the Warranties shall be construed as a separate and independent representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other warranties or by any other term of this Sale Deed.
- 6.4 The Warranties shall be several representations and warranties of the Sellers and shall be enforced against any or each of them separately or jointly.

## 7. INDEMNITY

- 7.1 The Sellers hereby severally agree and undertake that they shall, at all times, keep and hold the Buyer and its affiliates, directors, officers, employees, shareholders, members, subsequent title holders, assignees, lenders, lessees, tenants and occupants of the Sale Property ("**Indemnified Parties**"), fully indemnified, saved, defended and harmless, from and against all Claims, suits, actions, Proceedings, litigation, and costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands (including, without limitation attorneys' fees) which the Indemnified Parties, may bear, incur or suffer, and, or, which may be made, levied or imposed on the Indemnified Parties, and, or, claimed from the Indemnified Parties, due to or by reason or virtue of:
- (i) any defect in, or want of any right, title and interest to the ownership, marketability or possession or full and quiet enjoyment and usage of the Sale Property or any part thereof or any other entitlements as set forth in the Sale Deed and, or any unauthorized construction carried out on the Sale Property, and, or,
  - (ii) any investigation, legal, quasi-legal, administrative, Claims, actions, notices, litigations, arbitrations, mediations, conciliations, garnishee or other proceedings against or with respect to the Sale Property or any portion thereof or against any of the Sellers, and, or,
  - (iii) any of the representations, warranties, covenants, assurances and other terms and conditions of this Sale Deed being found to be false, untrue and, or, misleading in any manner whatsoever or are not fully enforceable in any manner whatsoever; and, or,
  - (iv) breach or default of the Sellers' Warranties, obligations, covenants and undertakings under this Sale Deed; and, or,
  - (v) any Encumbrances including prior sale, prior agreement acquisition, charges, gifts, liens, disputes, attachments, liabilities, tenancies; and, or,

For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

For Kuldip Singh Sons Private Limited

*Kuldeep*  
Auth. Signatory

The East City Projects (India) Private Limited



*Kuldeep*  
Auth. Signatory

Page 16 of 24

- (vi) suppression or concealment of any facts, documents or information from the Buyer; and, or,
- (vii) any Claims, liabilities, actions and other demands of any nature whatsoever pertaining to the Sale Property, and, or the Transfer Approvals, or any other right, title or interest as contained in this Sale Deed made by any person or entity, up to the date execution and registration of the Sale Deed (even if a claim is raised by such Third Parties any time hereafter); and, or,
- (viii) any Claims, liabilities, actions and other demands of any nature whatsoever made by any Government Authority or Taxation Authority pertaining to the Sale Property, any Taxes including income tax in relation to the Sale Property including property tax, withholding tax on acquisition/ purchase of land, goods and services tax, any stamp duties; and, or,
- (ix) enforcement of the Security Interest by any of the lenders over the Larger Land or any part thereof, affecting any part of the Sale Land.

7.2 The Sellers further undertake that in the event any demand for any outstanding payments, charges, fees, arrear(s), due(s) including Taxes is being raised by any Government Authority and, or, any Third Party with respect to the Sale Property for the period prior to the registration of this Sale Deed, then in such an event the Sellers shall be solely liable for the same and the Sellers shall keep the Buyer and other Indemnified Parties harmless and fully indemnified in this regard. Further, in such an event the Buyer shall notify the Sellers of such demand/ notice/ Claim and the Sellers agree, undertakes to pay/ clear the same immediately without any demur, objection whatsoever along with any penalty, interest, late payment fee etc., if any.

## 8. MISCELLANEOUS.

### 8.1 Stamp Duty, Registration and Other Charges.

The Parties hereby agree that the stamp duty and registration charges on this Sale Deed, shall be borne and paid by the Sellers. Each Party shall bear and pay the legal expenses of their respective advocates/ attorneys. It is clarified that neither Party shall be liable to the other for any consequential, remote or indirect losses or damage under this Sale Deed.

### 8.2 Further Acts.

The Parties shall do and cause to be done all such acts, deeds, matters and things and shall execute and deliver such documents and instruments as may be reasonably necessary to enable the Parties to perform their respective obligations and to give effect to the completion of transaction contemplated under this Sale Deed.

### 8.3 Relationship.

Nothing contained in this Sale Deed or in any document referred to in it shall constitute any of the Parties as a partner of the other, nor shall the execution and implementation of this Sale Deed confer on any Party any power to bind or impose any obligations on the other Party or to pledge the credit of the other Party.

For Herman Properties Private Limited

*Kuldeep Singh*  
Auth. Signatory

For Kuldip Singh Sons Private Limited

*Kuldeep Singh*  
Auth. Signatory

For Best City Projects (India) Private Limited



*Kuldeep Singh*  
Auth. Signatory

8.4 Governing Law and Jurisdiction.

This Sale Deed and also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with the laws of India. The Courts at Panipat, Haryana shall have exclusive jurisdiction to try and entertain all the disputes arising between the Parties. The Buyer shall be entitled to seek interim relief in respect of any matter under this Deed.

8.5 Specific Performance.

The Sellers agree that this Sale Deed, including the rights and obligations of the Sellers hereunder, to the extent permitted by Law, shall be subject to the right of specific performance by the Buyer and may be specifically enforced against all or any of the Sellers.

8.6 Notices.

Any notices, requests, demands or other communication required or permitted to be given under this Sale Deed shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile and properly addressed as follows:

(i) In the case of notices to the Sellers, to:

Address: WZ-48, ShadiKhampur West Patel Nagar New Delhi-110008

(ii) In the case of notices to the Buyer, to:

Address: 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi-25

8.7 The provisions of this Sale Deed shall ensure to the benefit of and be binding on the Parties and their respective permitted successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party) and permitted assigns and legal representatives.

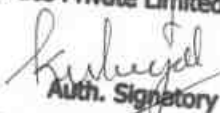
8.8 Severability.

If any provision of this Sale Deed is determined to be invalid or inoperative or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Sale Deed shall continue to remain in full force and effect.

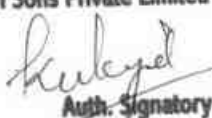
8.9 Entire Agreement:

This Sale Deed constitutes the entire agreement between the Parties with respect to the Sale Property. It supersedes all prior or contemporaneous communications, representations or understandings, arrangement whether oral or written, relating to the Sale Property.

For Herman Properties Private Limited

  
Auth. Signatory

For Kuldip Singh Sons Private Limited

  
Auth. Signatory

For Best City Projects (India) Private Limited

  
Auth. Signatory



SIGNED AND DELIVERED by the withinnamed **For Herman Properties Private Limited**  
Seller 1 through **K. P. Singh Kukreja**

*Kukreja*  
Auth. Signatory

SIGNED AND DELIVERED by the withinnamed  
Seller 2 through **K. P. Singh Kukreja**  
**For Kuldip Singh Sons Private Limited**

*Kukreja*  
Auth. Signatory

SIGNED AND DELIVERED by the withinnamed  
Seller 3 through **K. P. Singh Kukreja**

**For Best City Projects (India) Private Limited**

*Kukreja*  
Auth. Signatory

SIGNED AND DELIVERED by the withinnamed  
BUYER through **Sudhir Gupta**



WITNESSES:

1.

*Signature of witness 1*

*PTL*

2.

*Signature of witness 2*

*Signature of witness 3*

# SCHEDULE I

## (DETAILS AND DESCRIPTION OF THE SALE LAND)

Land situated in the revenue estate of Village Shimla Maulana, Sector-40, Panipat, details whereof are being described hereinbelow.

S. No.	Name of Seller	Khasra No.	Area B-B-B			Area in Acre	Share
1.	Herman Properties Private Limited (Seller 1)	402/1	1	10	0	4.5 (21B - 12B)	Complete Share
		402/2	1	10	0		
		403/1	1	10	0		
		404/2	2	0	0		
		405/1	1	1	0		
		405/2	1	19	0		
		406/1/1	0	18	0		
		407/1/1	0	18	0		
		408/1/1	0	11	0		
		409	3	0	0		
		410	1	16	0		
		382	1	19	0		
		386	3	0	0		
		445	3	0	0		
		446	3	0	0		
		447	3	0	0		
		448	3	0	0		
		432/2	1	16	0	2.76 (approx.. 13B- 5B) out of total 8.9271 (42B- 17B)	417/1347
		397	3	0	0		
		400	3	0	0		
		425/1	1	1	0		
		427	3	0	0		
		428	3	0	0		
		429	3	0	0		
		441	3	0	0		
		442	3	0	0		
		443	3	0	0		
		444	3	0	0		
		430	1	0	0		
	Total Land		34	17	0	7.26	

For Kuldip Singh Sons Private Limited

*Kuldip Singh*  
Auth. Signatory

For Best City Projects (India) Private Limited



*Kuldip Singh*  
Auth. Signatory

For Herman Properties Private Limited

*Kuldip Singh*  
Auth. Signatory

2.	Kuldip Singh Sons Private Limited (Seller 2)	358/2/1	0	15	0	0.813	Complete Share
		358/1	0	9	0		
		358/2/2	0	11	0		
		358/3	1	5	0		
		359	0	18	0		
	Total Seller 2 Land		3	18	0		
3.	Best City Projects (India) Private Limited (Seller 3)	432/1	2	14	0	9.26	Complete Share
		434	1	17	0		
		436	3	0	0		
		437	2	5	0		
		438	3	0	0		
		439	3	0	0		
		440	3	0	0		
		449	3	0	0		
		435	3	0	0		
		450	0	15	0		
		451	3	3	0		
		452	1	10	0		
		455	2	2	0		
		456	3	3	0		
		457	3	0	0		
		453	3	0	0		
		454	3	0	0		
	Total Seller 3 Land		44	9	0		
TOTAL SALE LAND			83	4	0	17.33 (approx.)	

For Herman Properties Private Limited

*[Signature]*  
Auth. Signatory

For Kuldip Singh Sons Private Limited

*[Signature]*  
Auth. Signatory

For Best City Projects (India) Private Limited

*[Signature]*  
Auth. Signatory



## SCHEDULE II

### (DETAILS AND DESCRIPTION OF THE LARGER LAND)

Land situated in the revenue estate of Village Shimla Maulana, Sector-40, Panipat, details whereof are being described hereinbelow:

Licence. No.	Name of Owner	Khasra No.	Area B-B-B			Area in Acre
4 of 2020	Herman Properties Private Limited	402/1	1	10	0	7.26
		402/2	1	10	0	
		403/1	1	10	0	
		404/2	2	0	0	
		405/1	1	1	0	
		405/2	1	19	0	
		406/1/1	0	18	0	
		407/1/1	0	18	0	
		408/1/1	0	11	0	
		409	3	0	0	
		410	1	16	0	
		382	1	19	0	
		386	3	0	0	
		445	3	0	0	
		446	3	0	0	
		447	3	0	0	
		448	3	0	0	
		3 of 2020		432/2	1	
397	3			0	0	
400	3			0	0	
425/1	1			1	0	
427	3			0	0	
428	3			0	0	
429	3			0	0	
441	3			0	0	
442	3			0	0	
443	3			0	0	
5 of 2020		444	3	0	0	
		430	1	0	0	
		358/2/1	0	15	0	
		358/1	0	9	0	
						0.8125

For Kuldip Singh Sons Private Limited

For Best City Projects (India) Private Limited

For Herman Properties Private Limited

*Kuldip Singh*  
Auth. Signatory

*Kuldip Singh*  
Auth. Signatory



*Kuldip Singh*  
Auth. Signatory

	Limited	358/2/2	0	11	0	
		358/3	1	5	0	
		359	0	18	0	
5 of 2020	Best City Projects (India) Private Limited	432/1	2	14	0	
		434	1	17	0	
		436	3	0	0	
		437	2	5	0	
		438	3	0	0	
		439	3	0	0	
		440	3	0	0	
		435	3	0	0	
		449	3	0	0	
3 of 2020		450	0	15	0	
		451	3	3	0	
		452	1	10	0	
		455	2	2	0	
		456	3	3	0	
		457	3	0	0	
		453	3	0	0	
		454	3	0	0	9.26
3 of 2020	Jassum Construction Private Limited	458	3	0	0	11.844
		459	3	0	0	
		467/1	0	17	0	
		463	3	0	0	
		464	3	0	0	
		465	3	0	0	
		466/1	0	7	0	
		471/2	0	12	0	
		472	3	0	0	
		460	3	0	0	
4 of 2020		399	3	0	0	
		379	3	0	0	
		380	0	6	0	
		381	0	15	0	
		383	3	0	0	
		387	3	0	0	
		391	3	0	0	
		392	3	0	0	
		393	3	0	0	

For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

For Kuldip Singh Sons Private Limited



*Kuldeep*  
Auth. Signatory

For Best City Projects (India) Private Limited

*Kuldeep*  
Auth. Signatory

		394	3	0	0	
		395	3	0	0	
		396	3	0	0	
		398	3	0	0	
3 of 2020	Jassum Realtors Private Limited	447	3	0	0	
		448	3	0	0	
4 of 2020		445	3	0	0	
		446	3	0	0	
5 of 2020		432/2	1	16	0	
		397	3	0	0	
		400	3	0	0	
		425/1	1	1	0	
		427	3	0	0	
		428	3	0	0	
		429	3	0	0	
		441	3	0	0	
		442	3	0	0	
		443	3	0	0	
		444	3	0	0	
		430	1	0	0	
		TOTAL LARGER LAND			169	13

For Kuldip Singh Sons Private Limited

*Kuldip Singh*  
Auth. Signatory

For Best City Projects (India) Private Limited

*Kuldip Singh*  
Auth. Signatory

For Herman Properties Private Limited

*Kuldip Singh*  
Auth. Signatory





## Best City Projects (India) Pvt.

Best Plaza, Plot No. H-8, 1st Floor, Netaji Subhash Place, Pitampura  
Ph.: 4700-4800-(100 Lines) Fax : 011-4700-4899

E-mail : bestgroup@rediffmail.com, welcome@bestgroupindia.com  
website : www.bestgroupindia.com

CIN:U74140DL1999PT

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING BY THE BOARD OF DIRECTORS OF M/S BEST CITY PROJECTS (INDIA) PRIVATE LIMITED ON NOVEMBER 05, 2021 at 4.00 P.M AT ITS REGISTERED OFFICE AT PLOT NO. H-8, FIRST FLOOR, BEST PLAZA , NETAJI SUBHASH PLACE, PITAMPURA, NEW DELHI – 110034.**

“RESOLVED that approval of the Board be and is hereby accorded to sell/ transfer land bearing Khasra nos.432/1, 434, 435, 436, 437, 438, 439, 440, 449, 450, 451, 452, 453, 454, 455, 456, 457 situated at village - Shimla Maulana, Sector-40, Panipat, Haryana owned and possessed by the Company to the ELDECO Green Park Infrastructure Limited.”

“Further resolved that Mr. Kulvinder Pal Singh Kukreja S/o S. Kuldip Singh R/o 24/75, West Punjabi Bagh, New Delhi-110026 be and is hereby authorized on behalf of the Company to sign and execute the Sale Deed for the same and also to appear before the concern Sub-Registrar for registration of the Sale Deed”

“Further resolved that all the acts, deeds and things done and action taken by Mr. Kulvinder Pal Singh Kukreja in this regard shall be binding on the company.”

Certified True Copy

For Best City Projects (India) Pvt. Ltd

*Harjeet Singh*  
Director

## **KULDIP SINGH SONS PVT LTD.**

**2/27, East Punjabi Bagh New Delhi-110026**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF KULDIP SINGH SONS PRIVATE LIMITED HELD ON WEDNESDAY, 1<sup>st</sup> DAY OF SEPTEMBER, 2021 AT 11:00 A.M, AT THE REGISTERED OFFICE AT**

### **AUTHORISATION TO ENTER INTO SALE DEED**

**"RESOLVED THAT** the consent of the Board, be and is hereby accorded to enter into Sale Deed in favour of M/s Eldeco Green Park Infrastructure Limited, for the sale and transfer of the Company's land parcel admeasuring 0.8125 acres situated at village Simla Molana, Sector-40, Panipat, Haryana together along with all permissions, approvals, licenses, improvements, rights, benefits, entitlements, estate, easements, privileges, appurtenances and benefits attached.

**RESOLVED FURTHER THAT Mr. K. P S. Kukreja** S/o Late Sh. Kuldip Singh R/o 24/75 West Punjabi Bagh, New Delhi, be and are hereby severally authorized on behalf of the Company to present the said Sale Deed for registration before the concerned registrar/sub-registrar and to admit the same for and on behalf of the company and are also individually authorized to take delivery of the Sale Deed from the office of the concerned registrar/sub-registrar after its due registration.

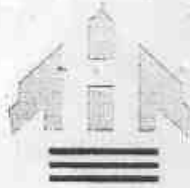
**RESOLVED FURTHER THAT** the aforementioned authorized signatories of the Company be and are hereby severally authorized on behalf of the Company to do all acts, deeds, matters and things to bring into effects the above resolution.

**RESOLVED FURTHER THAT** the resolution shall continue to be valid until the Board makes an amendment in this regard."

For Kuldip Singh Sons Private Limited

  
Director

**CIN NO :U51102DL1996PTC076742**



# Herman Properties Pvt. Ltd.

REGD. OFF. : WZ-48, KHAM PUR, WEST PATEL NAGAR, NEW DELHI - 110008  
TEL. : 25703273, 25703374, 9999034111 FAX : 91-11-25703374  
E-MAIL : hermanproperties@gmail.com, info@hermangroup.in

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF HERMAN PROPERTIES PRIVATE LIMITED HELD ON WEDNESDAY, 1<sup>st</sup> DAY OF SEPTEMBER, 2021 AT 12:00 A.M, AT THE REGISTERED OFFICE AT**

## **AUTHORISATION TO ENTER INTO SALE DEED**

"RESOLVED THAT the consent of the Board, be and is hereby accorded to enter into Sale Deed in favour of M/s Eldeco Green Park Infrastructure Limited, for the sale and transfer of the Company's land parcel admeasuring 7.26 acres situated at village Simla Molana, Sector-40, Panipat, Haryana together along with all permissions, approvals, licenses, improvements, rights, benefits, entitlements, estate, easements, privileges, appurtenances and benefits attached.

RESOLVED FURTHER THAT Mr. K. P S. Kukreja S/o Late Sh. Kuldip Singh R/o 24/75 West Punjabi Bagh, New Delhi ,be and are hereby severally authorized on behalf of the Company to present the said Sale Deed for registration before the concerned registrar/sub-registrar and to admit the same for and on behalf of the company and are also individually authorized to take delivery of the Sale Deed from the office of the concerned registrar/sub-registrar after its due registration.

RESOLVED FURTHER THAT the aforementioned authorized signatories of the Company be and are hereby severally authorized on behalf of the Company to do all acts, deeds, matters and things to bring into effects the above resolution.

RESOLVED FURTHER THAT the resolution shall continue to be valid until the Board makes an amendment in this regard."

For Herman Properties Private Limited

  
Director

IAS-ANZ



AN ISO-9001: 2008 Co.

WEBSITE : [www.hermangroup.in](http://www.hermangroup.in) CIN : U78499DL1986PLCO26244

# ELDECO GREEN PARK INFRASTRUCTURE LIMITED

(Formerly known as Green Park Infrastructure Limited)

**CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ELDECO GREEN PARK INFRASTRUCTURE LIMITED HELD ON WEDNESDAY 27th DAY OF OCTOBER, 2021 AT 11:00 AM AT 201-212, SPLENDOR FORUM, IIND FLOOR, JASOLA DISTRICT CENTRE, NEW DELHI-110025**

## **AUTHORISATION TO ENTER INTO SALE DEED**

**"RESOLVED THAT** the consent of the Board, be and is hereby accorded to enter into Sale Deed with Herman Properties Private Limited, Kuldip Singh Sons Private Limited And Best City Projects (India) Private Limited, in favour of the Company for the purchase of the Land admeasuring approximately 17.33 (i.e. equivalent to a 83 Bigha 4 Biswa) situated in the revenue estate of Village Shimla Maulana, Sector 40, Panipat, Haryana, along with all permissions, approvals, licenses, improvements, rights, benefits, entitlements, estate, easements, privileges, appurtenances and benefits attached.

**"RESOLVED FURTHER THAT** Mr. Sudhir Gupta S/o Rajinder Kumar Gupta, R/o House No.- 62 ward-2, Kaystan street, Panipat, Haryana-132103, be and is hereby severally authorized on behalf of the Company to present the said Sale Deed for registration before the concerned registrar/sub-registrar and to admit the same for and on behalf of the company and are also individually authorized to take delivery of the Sale Deed from the office of the concerned registrar/sub-registrar after its due registration.

**"RESOLVED FURTHER THAT** the aforementioned authorized signatory of the Company, be and is hereby severally authorized on behalf of the Company to do all acts, deeds, matters and things to bring into effects the above resolution.

**RESOLVED FURTHER THAT** the resolution shall continue to be valid until the Board makes an amendment in this regard."

Certified True Copy  
For Eldeco Green Park Infrastructure Limited

Eldeco Green Park Infrastructure Ltd.

  
**SANJEEV KUMAR ANAND**  
**DIRECTOR**  
**DIN: 08509984**  
**Director**

Eldeco Green Park Infrastructure Ltd. \*

  
**SUJEET TRIPATHI**  
**DIRECTOR**  
**DIN: 07527567**  
**Director**

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 21/10/2021

Certificate No. Q0U2021J408  
GRN No. 82911289



Stamp Duty Paid : ₹ 18400100  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

Seller / First Party Detail

Name: Jassum Construction Pvt Ltd  
H.No/Floor: 00 Sector/Ward: 0 LandMark: Delhi  
City/Village: Delhi District: Delhi State: Delhi  
Phone: 98\*\*\*\*\*72 Others: Jassum realtors private limited and herman properties limited

Buyer / Second Party Detail

Name: Eldeco Green Park infrastructure Ltd  
H.No/Floor: 00 Sector/Ward: 0 LandMark: Delhi  
City/Village: Delhi District: Delhi State: Delhi  
Phone: 98\*\*\*\*\*72

Purpose: FEES FOR STAMP DUTY



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

SALE DEED

WORDS  
1800

STAMPS  
1,84,00,100/-

NO. DATED  
Q0U2021J408 21/10/2021

BETWEEN

JASSUM CONSTRUCTION PRIVATE LIMITED

AND

JASSUM REALTORS PRIVATE LIMITED

AND

HERMAN PROPERTIES PRIVATE LIMITED

AND

ELDECO GREEN PARK INFRASTRUCTURE LTD



For Jassum Construction Private Limited

*Kuldeep*  
Auth. Signatory

For Jassum Realtors Private Limited

*Kuldeep*  
Auth. Signatory

For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

Reg. No.

Reg. Year

Book No.

7615

2021-2022

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विश्वेता




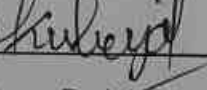

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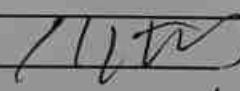


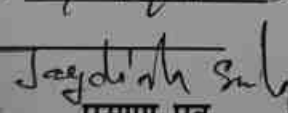
गवाह



उप/संयुक्त पंजीयन अधिकारी

विश्वेता :- कुलविन्द्र पाल सिंह कुकुरा    
क्रेता :- thru सुधीर गुप्ता ASOTHEREldeco Green Park Infrastructure  
Ltd 


गवाह 1 :- रामपाल नम्बरदार 

गवाह 2 :- जगदीश सिंह 

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7615 आज दिनांक 02-11-2021 को बही नं 1 जिल्द नं 843 के पृष्ठ नं 70.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 14252 के पृष्ठ संख्या 83 से 106 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 02-11-2021

  
उप/संयुक्त पंजीयन अधिकारी (पानीपत)

Type of Deed	:	Sale Deed
Village/ city Name & Code	:	Shimla Maulana, Sector-40, Panipat
Land area	:	18 Acres (Approx. 144 Kanal)
Type of property	:	Residential
Transaction value	:	17,78,58,400/-
Stamp duty	:	1,84,00,100/-
Receipt No. / Date	:	
Receipt Issued By	:	

### SALE DEED

This Sale Deed ("Sale Deed") is executed at Panipat as of this 2<sup>nd</sup> day of November, 2021 amongst:

**JASSUM CONSTRUCTION PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having its registered office at 64, Poorvi Marg Vasant Vihar, New Delhi – 110057 through its Authorised Signatory **MR. K. P. SINGH KUKREJA**, son of Sardar Kuldip Singh, resident of 24/75, West Punjabi Bagh, New Delhi, duly authorized vide Board's Resolution dated 20/01/2017 (hereinafter referred to as "**Seller 1**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

AND

**JASSUM REALTORS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having its registered office at Rectangle 1, D-4, Saket District Centre, New Delhi – 110017, through its Authorised Signatory **MR. K. P. SINGH KUKREJA**, son of Sardar Kuldip Singh, resident of 24/75, West Punjabi Bagh, New Delhi, duly authorized vide Board's Resolution dated 20/01/2017 (hereinafter referred to as "**Seller 2**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

The Seller 1 and the Seller 2 are hereinafter collectively referred to as the "**Land Owners**".

AND

**HERMAN PROPERTIES PRIVATE LIMITED**, (formerly known as Herman Fin Properties Ltd.), a private limited company incorporated under the Companies Act, 1956, having its registered office at WZ-48, Khampur, West Patel Nagar, New Delhi-110008 its Authorised Signatory **MR. K. P. SINGH KUKREJA**, son of Sardar Kuldip Singh, resident of 24/75, West Punjabi Bagh, New Delhi, duly authorized vide Board's Resolution dated 01/09/2021 (hereinafter referred to as "**HPPL**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

AND

**ELITE GREEN PARK INFRASTRUCTURE LTD**, a company incorporated under the Companies Act, 1956, having its corporate and communication office at 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi-25, through its Authorized Signatory, Mr. Sudhir Gupta, authorised Board Resolution dated 27.10.2021 (hereinafter referred to as "**Buyer**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in interest and assigns);

The Land Owners and HPPL are hereinafter jointly referred to as the "**Sellers**".



For Jassum Construction Private Limited

*K. P. Singh Kukreja*  
Auth. Signatory

For Jassum Realtors Private Limited

*K. P. Singh Kukreja*  
Auth. Signatory

For Herman Properties Private Limited

*K. P. Singh Kukreja*  
Auth. Signatory

प्रलेख न:7615

दिनांक:02-11-2021

डीड का नाम SALE URBAN AREA WITHIN MC	
तहसील/सब-तहसील पानीपत	गांव/शहर शिमला मोलाना शिमला मोलाना स्थित शिमला मोलाना अन्दर 0 से 3 एकड़ शिमला मोलाना शिमला मोलाना
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर	अन्य क्षेत्र
पता : शिमला मोलाना	
भवन का विवरण	
भूमि का विवरण	
कृषि घाटी	84 Bigha49 Biswa0 Biswansi
धन संबंधी विवरण	
राशि 262858400 रुपये	कुल स्टाम्प ड्यूटी की राशि 18400124 रुपये
स्टाम्प नं : q0u2021j408	स्टाम्प की राशि 18400100 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:83796435
DeficiencyStampno: q0292021j308	DeficiencyGrmo: 83598985
Drafted By: गौरव जुनेजा वकील	Service Charge:200

यह प्रलेख आज दिनांक 02-11-2021 दिन मंगलवार समय 5:48:00 PM बजे श्री/श्रीमती/कुमारी कुलविन्द्र पाल सिंह कुकरेजा AS पुत्र कुलदीप सिंह निवास Jassum Construction Private LTD/ Jassum Realtors Private Ltd/ Herman Properties Private Ltd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर  
कुलविन्द्र पाल सिंह कुकरेजा AS

उप/संयुक्त पंजीयन अधिकारी (पानीपत)

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 02-11-2021  
कुलविन्द्र पाल सिंह कुकरेजा AS

उप/संयुक्त पंजीयन अधिकारी (पानीपत)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Eldeco Green Park Infrastructure Ltd thru सुधीर गुप्ता ASOTHER 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 ब्रेन ट्रेन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी रामपाल नम्बरदार पिता --- निवासी पानीपत व श्री/श्रीमती/कुमारी जगदीश सिंह पिता रणधीर सिंह निवासी पानीपत ने की।

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

दिनांक 02-11-2021

उप/संयुक्त पंजीयन अधिकारी (पानीपत)

The Sellers and the Buyer are hereinafter jointly referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. The Sellers represents and warrants that the Seller 1 is the absolute, legal, beneficial and registered owner of the Seller 1 Land (*as defined hereinafter*) and the Seller 2 is the absolute, legal, beneficial and registered owner of the Seller 2 Land (*as defined hereinafter*). The Seller 1 Land and the Seller 2 Land are hereinafter jointly referred to as the "Sale Land" and the details of the the Sale Land is more particularly set out in **Schedule I**;
- B. The Sellers further represent and warrant that they alongwith landowners of other parcels of land nearby have obtained development license bearing no. 3 of 2020 dated January 17, 2020 in respect of land admeasuring 10.718 (ten point seven one eight) acres; license bearing no. 4 of 2020 dated January 17, 2020 in respect of land admeasuring 13.65 (thirteen point six five) acres; and license bearing no. 5 of 2020 dated January 17, 2020 in respect of land admeasuring 10.96 (ten point nine six) acres (collectively "Development Licenses") from DTCP (*as defined hereinafter*) under the DDJAY Policy (*as defined hereinafter*) for development of plotted colony over land total admeasuring 35.34 (thirty five point three four) acres, ("Larger Land") which interalia includes the Sale Land. The Larger Land is more particularly set out in **Schedule II** attached hereto. The Sellers further represent and warrant that the Sale Land is an identified which is fit for development of residential plotted colony under the DDJAY Policy and there are no impediments whatsoever to such development;
- C. The DTCP has *vide* its memo nos. (i) LC-3726-JE (MK)-2021/18597, (ii) LC-3728-JE (MK)-2021/18595 and (iii) LC-3727-JE (MK)-2021/18594 all dated 03.08.2021 granted its approval for the transfer of the Development Licenses; and for the change in developer of the Sale Land (collectively as "Transfer Approvals") subject to compliance of the terms and conditions as stipulated therein such Transfer Approvals within stipulated period.
- D. The Sellers represent and warrant that the Sellers are seized and possessed of the Sale Land and the Sellers are well and sufficiently entitled to the Sale Property (*as defined hereinafter*) and the title of the Land Owners to the same is free, clear, divided and marketable and is free from Encumbrances (*as defined hereinafter*) of any nature whatsoever;
- E. The Sellers further represent and warrant that: (i) the Sellers have unhindered, unobstructed, continuous and peaceful possession of the Sale Land; (ii) the Land Owners are duly authorized and entitled to sell, Transfer (*as defined hereinafter*), convey or deal with the Sale Land in any manner whatsoever and no other person has any right, title, claim, interest or share therein; (iii) there is no impediment for this sale and Transfer of the Sale Land in favour of the Buyer under any Law (*as defined hereinafter*), order, decree or contract; (iv) there are no legal impediments whereby the Sellers can be prevented from entering into this Sale Deed; (v) there is no order of attachment by any Taxation Authority (*as defined hereinafter*) and, or, by any other Government Authorities (*as defined hereinafter*); (vi) there is no existing, pending, perceived or threatened litigation with respect to the Sale Land and, or, which affect the rights of the Land Owners in relation to the Sale Land and, or, which prevent the Sellers from entering into this Sale Deed; (vii) the Sale Land is owned solely by the Land Owners and the same is not a joint property;
- F. The Sellers do hereby declare that the Sale Land is free from any Encumbrances, mortgages,



For Jassum Construction Private Limited

*Kuldeep*  
Auth. Signatory

For Jassum Realtors Private Limited

*Kuldeep*  
Auth. Signatory

For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

charges, liens, restrictions, disputes, litigations of any nature whatsoever; and that the Sellers have not entered into any agreement or arrangement or memorandum of understanding, collaboration, joint venture or term sheet, of any nature whatsoever, with any Third Party (*as defined hereinafter*) for any sale or Transfer of the Sale Land;

- G. The Buyer relying on the various representations, warranties, stipulations, assurances, covenants, undertakings and indemnities of the Sellers as set out in this Sale Deed (including as set forth in all of the above Recitals) has agreed to purchase the Sale Property, the entire development potential and the floor space index thereon (present and future) together with the benefits of all licenses, Approvals (*as defined hereinafter*), permissions, obtained from time to time from the relevant authorities in respect of the Sale Property from the Sellers, free from all Encumbrances, Claims (*as defined hereinafter*), disputes, litigations, liabilities, liens, charges etc. of any nature whatsoever with clear, marketable title and legal possession; and
- H. The Sellers are executing this Sale Deed in favour of the Buyer for irrevocable and absolute sale, Transfer, conveyance, assignment, grant and delivery of the Sale Property in favour of the Buyer.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH HEREIN, THIS IRREVOCABLE SALE DEED WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION.**

**1.1 Definitions.**

In addition to the definitions contained herein in the Sale Deed, the capitalized terms used in this Sale Deed shall have the meaning as specified in hereunder written.

"Approvals" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained for the acquisition/ purchase/ use of the Sale Land, including without limitation the Development Licenses, Transfer Approvals, change of land use, conversions, all other approvals and, or, permissions from any other statutory or Government Authorities, whether State or Central and all other approvals, permissions, consents and no objections received from lenders and shall include but not be limited to the following:

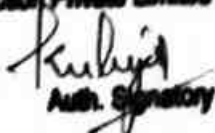
1. Development Licenses by DTCP ;
2. Permission dated 07.11.2019 bearing No 11029/NHAI/PIU/AMB/2465 from National Highway Authority for access;
3. Revised Layout Cum Demarcation Plans bearing Nos. 5704 dated 08.03.2021, 6458 dated 12.03.2021 and 6454 dated 12.03.2021, approved by DTCP;
4. Permission for access dated 25.03.2021 issued by the Forest Department.

"Claims" shall mean any and all claims, demands, actions, cause of actions, damages, losses, costs, liabilities or expenses, including, without limitation, reasonable professional fees and all costs incurred in pursuing any of the foregoing or any proceeding relating to any of the foregoing;

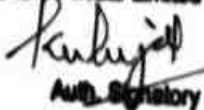
"DDJAY Policy" means the policy memo no. PF- 27A/ 2700 dated February 8, 2016 issued by DTCP and as amended from time to time;

"Development Licenses" shall have the meaning ascribed to such term in Recital B;

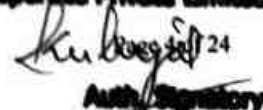
For Jassum Construction Private Limited

  
Auth. Signatory

For Jassum Realtors Private Limited

  
Auth. Signatory

For Herman Properties Private Limited

  
Auth. Signatory

"DTCP" shall mean the Department of Town and Country Planning, Haryana;

"EDC" shall mean the external development charges;

"Encumbrance(s)" shall mean shall mean award, interest, disputes, notices, demands, orders, judgments, gift, exchange, previous sale, notifications, lien, charge, assignment, hypothecation, adverse possession, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy, any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, Claim, Security Interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, Transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any agreement, whether conditional or otherwise, to create any of the same;

"Execution Date" shall mean the execution date of this Sale Deed i.e. 02<sup>nd</sup> November, 2021;

"FSI" shall mean the permissible floor space index associated with the Sale Land, as on Execution Date;

"Government Authority(ies)" shall mean any government authority, statutory or regulatory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/local authority having jurisdiction over any matter pertaining to the construction and development of projects;

"SIDC" shall mean the state infrastructure development charges;

"Indebtedness" shall mean any indebtedness in respect of, monies borrowed or debit balances at banks and other financial institutions, any debentures, bonds, loans (whether secured or unsecured) or any other instrument of debt, any guarantee, indemnity or similar assurances, any currency swap or interest swap, cap or other arrangement or any other derivative instrument, etc.;

"Larger Land" means a contiguous parcel of land admeasuring approximately 35.34 (thirty five point three four) acres situated in village Simla Molana, Sector-40, Panipat, Haryana and as more particularly described in Schedule II;




"Law" and "Applicable Law(s)" means any statute, law, bye-law, enactment, regulation, ordinance, enactment, policy, treaty, rule, notification, approval, direction, directive, guideline, circular, order, decree, judgment or any restriction or condition including any similar form of decision of or determination, application or execution by or interpretation or pronouncement or adjudication having the force of law of any the foregoing, by any concerned authority having jurisdiction over the matter in question;

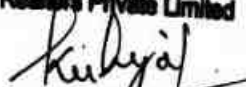
"Sale Consideration" shall have the meaning ascribed to such term in Section 3 of this Sale Deed;

"Sale Land" shall mean collectively the Seller 1 Land and the Seller 2 Land in aggregate admeasuring approximately 18 (eighteen) acres (i.e. equivalent to 144 (one hundred forty four)


For Jasum Construction Private Limited

  
Auth. Signatory

For Jasum Realtors Private Limited

  
Auth. Signatory

For Herman Properties Private Limited

  
Auth. Signatory

Kanal) forming part of the Larger Land and owned by the Land Owners and as more particularly described in **Schedule I**, including all benefits, development rights, FSI, rights to passage, easements, privileges attached and appurtenant thereto, any construction, development or any other immoveable property thereon along with all other rights, titles, interest and ownership;

"**Security Interest**" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, Encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing;

"**Seller 1 Land**" means the parcels land admeasuring 11.84 (eleven point eight four) acres forming part of the Sale Land and owned by the Seller 1;

"**Seller 2 Land**" means the parcels of land admeasuring 6.16 (six point one six) acres forming part of the Sale Land and owned by the Seller 2;

"**Tax(es)**" or "**Taxation**" means any taxes (direct or indirect), duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to a Government Authority in India, including in relation to: (i) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal taxes, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; and (ii) any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to or incurred in connection with any proceedings in respect thereof;

"**Third Party**" means all other persons or entities other than the Parties to this Sale Deed;

"**Transfer**" shall mean and include sale, transfer and conveyance of all unfettered rights, title, interest, ownership, benefits, privileges, interest, enjoyment, easements and entitlements, and "**Transferred**", "**Transfers**" and "**Transferring**" shall be construed accordingly;

"**Transfer Approvals**" shall have the meaning ascribed to such term in Recital **C**; and

- 1.2 That the Recitals of this Sale Deed shall form part and parcel of the operative part of the Sale Deed and shall be read accordingly.
- 1.3 Schedules and annexures to this Sale Deed shall be deemed to form an integral part of this Sale Deed, and all references to this Sale Deed shall include reference to schedules and annexures hereto.

- 1.4 Reference to a Party in this Sale Deed shall, where the context permits, include such Party's respective successors, legal representatives and permitted assigns.

#### **SALE AND CONVEYANCE AND SALE CONSIDERATION.**

- 2.1 In consideration of the Sale Consideration (as defined hereinbefore) set out in Section 3 below, the Sellers doth hereby irrevocably, absolutely and forever, sell, Transfer, grant, convey, alienate, assign, assure and deliver unto the Buyer, all exclusive rights, title, interest and ownership in the Sale Land i.e. licensed land admeasuring 18 (eighteen) acres (i.e. equivalent to 144 (one hundred forty four) Kanal) forming part of the Larger Land and owned by the Land Owners, as more



For Jassum Construction Private Limited

*Kuldeep*  
Auth. Signatory

For Jassum Realtors Private Limited

*Kuldeep*  
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For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

particularly described in **Schedule I**, with all easements, privileges, rights appurtenant thereof along with all the benefits, rights to passage, easements, privileges attached and appurtenant thereto, any constructions thereon, along with all rights, (including any and all development rights including right to demolish, reconstruct, develop, mortgage, monetize etc.), FSI (*as defined hereinbefore*) (hereinafter referred to as the "**Sale Property**") together with the benefits of all licenses, Approvals (*as defined hereinbefore*), permissions, obtained from time to time from the relevant authorities in respect of the Sale Property, free from any and all Encumbrances, mortgages, Claims, disputes, litigations, charges etc. of any nature whatsoever including from or against any Government Authority (*as defined hereinbefore*), or Third Party (*as defined hereinbefore*).

- 2.2 The Sellers hereby agree and acknowledge that the Buyer has purchased and acquired the Sale Property and the Sale Consideration has been determined and paid or agreed to be paid solely relying upon the representations, warranties, assurances, covenants, undertakings and indemnities provided by the Sellers, including but not limited to the representations, warranties, assurances and covenants set out in Section 6 below.
- 2.3 The Sellers hereby agree and acknowledge that upon execution of this Sale Deed, the Buyer shall be absolutely and irrevocably entitled to:
- (i) the exclusive, legal and absolute ownership of the Sale Property, on a freehold basis, free from all Encumbrances, Claims, disputes, litigations, liabilities, liens, charges etc. of any nature whatsoever, from or against any Government Authority or Third Party and shall have all the benefits, rights, entitlements, title, interest and ownership, including the FSI and any other rights and entitlements attached or that is or may be available in the future with respect to the Sale Property exclusively and absolutely together with the right to passage, easements, benefits, privileges attached or appurtenant thereto. The Sellers confirm that, the Sellers are left with no right, title, interest, claims, ownership and entitlement in the Sale Property and the Buyer is the absolute owner of the Sale Property and has the absolute right to Transfer, assign, sell, convey, encumber, charge, monetize, mortgage, dispose-off, alienate the Sale Property to any person as it deems fit and has all entitlements for the development construction, marketing, operating, leasing and sale, conveyance, Transfer and monetization of the Sale Property, to earn any profits, proceeds and income from the Sale Property and all such other rights to commercially exploit the Sale Property on such terms and conditions as it deems fit and proper, without any objection or hindrance from the Sellers or any other person claiming through or under the Sellers; and
  - (ii) the exclusive, legal and absolute ownership of the Approvals.

- 2.4 The Sellers shall, at their sole cost and expense, from time to time and at all times hereafter at the request of the Buyer do and execute or cause to be done and executed, all such further and other acts, deeds, things, matters and assurances in law whatsoever for the better, further and more perfectly and absolutely granting, assuring, conveying, transferring and assigning the Sale Property hereby granted unto and to the use of the Buyer in the manner aforesaid as shall or may be required by the Buyer, their successors in title or assigns in law for assuring the Sale Property and every part thereof hereby granted, assured, conveyed, assigned unto and to the use of the Buyer in the manner aforesaid and, or, its successors in title or assigns, as the case may be.

- 2.5 The Sellers hereby absolutely and irrevocably agree, undertake and confirm to the execution of this Sale Deed and agree not to challenge, protest the execution of this Sale Deed and the sale, Transfer, conveyance, grant, assignment of the Sale Property by the Sellers in favour of the Buyer.



For Jessum Construction Private Limited

*[Signature]*  
Auth. Signatory

For Jessum Realtors Private Limited

*[Signature]*  
Auth. Signatory

For Herman Properties Private Limited

*[Signature]*  
Auth. Signatory

- 2.6 The Parties hereby agree and confirm that the Buyer shall be entitled to affect the necessary entries of mutation and updation of revenue records with respect to the Sale Property including the Sale Land in the name of the Buyer.

### 3. SALE CONSIDERATION.

- 3.1 In consideration of the sale, Transfer, conveyance, grant, assignment of the duly licensed Sale Property to the Buyer, free from all the Encumbrances, Claims, disputes, litigations, liabilities, liens, charges, and diverse obligations to be performed by the Sellers, including under these presents, the all inclusive, full and final sale consideration paid by the Buyer to the Sellers, for purchase of the Sale Property along with all the Approvals and any other rights and entitlements attached to the Sale Land or that is or may be available in the future, the income and profits to be received therefrom or any commercial exploitation or development therefrom calculated @ INR. 1,46,00,000/- (Rupees One Crore Forty Six Lacs Only) per acre ("Sale Price") aggregating to the total sale consideration of INR. 26,28,58,400/- (Rupees Twenty Six Crore Twenty Eight Lakh Fifty Eight Thousand Four Hundred Only) ("Sale Consideration"), which has been paid in the manner set out in Section 3.3 to Section 3.5 herein below (the payment and receipt whereof the Sellers do hereby admit and acknowledge and from the same and every part thereof acquit, release and discharge the Buyer forever).

- 3.2 The Sellers hereby represent and warrant to the Buyer that since HPPL has already paid certain sums of money to the Land Owners in accordance with their previous understanding and also incurred expenditure in relation to the Sale Land including *inter alia* for obtaining various permission/approvals from DTCP in respect of Sale Land, boundary/ fencing, costs of liasoning, appointment of architects and accrued interests in relation to payments made to the Land Owners, hence in consideration of the aforesaid, upon joint request of all members of the Sellers, the Buyer relying on the representation, warranties and assurances of the Sellers agreed to pay the entire Sale Consideration to HPPL based on the request of the Sellers and the Sellers shall not have any claims whatsoever against the Buyer in relation to the aforesaid payment which shall be deemed to have been made against the Sale Consideration for transfer of the Sale Property.

- 3.3 The Buyer relying upon the representation, warranties and assurances under this Sale Deed, in consideration for purchase of the Sale Property, has made the payment of entire Sale Consideration towards purchase of the Sale Property in the following manner:

- 3.3.1 The Sellers hereby acknowledge and confirm that HPPL has received an amount of Rs. 10,50,00,000/- (Rupees Ten Crore Fifty Lacs only) ( herein "Advance Amount").

- 3.3.2 Payment of the Sale Consideration towards purchase of the Sale Property to the Land Owners is in the following manner:



#### Seller 1 Land:

- a. Upon joint request of all members of the Sellers, the sale consideration of INR.17,29,22,400/- (Rupees Seventeen Crore Twenty Nine Lakh Twenty Two Thousand Four Hundred Only) ("Seller 1 Consideration"), payable to the Seller 1 is being paid to HPPL.
- b. Out of the Advance Amount already paid to HPPL, an amount of INR 5,50,00,000/- (Rupees Five Crores Fifty Lakhs Only) shall stand adjusted/deducted against the Seller 1 Consideration payable to the Seller 1. It is hereby clarified that this amount has

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already been paid to HPPL as the same forms part of the Advance Amount mentioned at clause 3.3.1 above.

- c. After adjustment of the abovementioned amount of INR 5,50,00,000/- (Rupees Five Crores Fifty Lakhs Only) from the Advance Amount against the Seller 1 Consideration, the balance Seller 1 Consideration of INR 11,79,22,400/- (Rupees Eleven Crore Seventy Nine Lakh Twenty Two Thousand Four Hundred only), after deduction of 1% TDS of INR. 11,79,224/- (Rupees Eleven Lakh Seventy Nine Thousand Two Hundred Twenty Four only), as per the Income Tax Act, 1961, amounts to INR 11,67,43,176/- (Rupees Eleven Crore Sixty Seven Lakh Forty Three Thousand One Hundred Seventy Six only) and the same has been paid in the following manner:

- an amount of INR. 2,58,40,676/- (Rupees Two Fifty Eight Lakh Forty Thousand Six Hundred Seventy Six Only) at the time of execution and registration of this Sale Deed in the following manner:
  - an amount of INR. 58,40,676/- (Rupees Fifty Eight Lakh Forty Thousand Six Hundred Seventy Six only) vide cheque no. 000121 dated 02.11.2021 drawn on HDFC Bank, Jasola Vihar New Delhi branch; and
  - an amount of INR. 1,98,00,000/- (Rupees One Crore Ninety Eight Lakh only) through RTGS UTR No. HDFCR52021102974175760.
- The balance amount of INR. 9,09,02,500/- (Rupees Nine Crore Nine Lakh Two Thousand Five Hundred only) towards Seller 1 Consideration is paid to HPPL vide a post dated cheque no. 000129, dated 05.04.2022, drawn on HDFC Bank, Jasola Vihar New Delhi branch.
- HPPL hereby acknowledges and admits the receipt of the aforesaid amounts.

**Seller 2 Land:**

- a) Upon joint request of all members of the Sellers, the sale consideration of INR 8,99,36,000/- (Rupees Eight Crore Ninety Nine Lakh Thirty Six Thousand Only), ("Seller 2 Consideration") payable to the Seller 2 is being paid to HPPL.
- b) Out of the Advance Amount already paid to HPPL, an amount of INR 3,00,00,000/- (Rupees Three Crores Only) shall stand adjusted/deducted against the Seller 2 Consideration payable to the Seller 2. It is hereby clarified that this amount has already been paid to HPPL as the same forms part of the Advance Amount mentioned at clause 3.3.1 above.
- c) After adjustment of the abovementioned amount of INR 3,00,00,000/- (Rupees Three Crores Only) from the Advance Amount against the Seller 1 Consideration, the remaining amount of INR 5,99,36,000/- (Rupees Five Crore Ninety Nine Lakh Thirty six Thousand only), after deduction of 1% TDS of INR. 5,99,360/- (Rupees Five Lakh Ninety Nine Thousand Three Hundred Sixty only), as per the Income Tax Act, 1961, amounts to INR 5,93,36,640/- (Rupees Five Crore Ninet Three Lakh Thirty Six Thousand Six Hundred Forty only) and the same has been paid in the following manner
- an amount of INR. 42,59,140/- (Rupees Forty Two Lakh Fifty Nine Thousand One Hundred Forty Only) at the time of execution and registration of this Sale Deed vide cheque no. 000122 dated 02.11.2021 drawn on HDFC Bank, Jasola Vihar New Delhi branch;
  - The balance amount of INR. 5,52,77,500/- (Rupees Five Crore Fifty Two Lakh Seventy Seven Thousand Five Hundred only) towards Seller 2



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Consideration is paid to HPPL vide post dated cheques in the following manner

- an amount of INR. 1,00,00,000/- (Rupees One Crore only) vide cheque no. 000123 dated 05.11.2021 drawn on HDFC Bank, Jasola Vihar New Delhi branch;
  - an amount of INR. 1,00,00,000/- (Rupees One Crore only) vide cheque no. 000124 dated 02.12.2021 drawn on HDFC Bank, Jasola Vihar New Delhi branch;
  - an amount of INR. 1,00,00,000/- (Rupees One Crore only) vide cheque no. 000125 dated 05.01.2022 drawn on HDFC Bank, Jasola Vihar New Delhi branch;
  - an amount of INR. 1,00,00,000/- (Rupees One Crore only) vide cheque no. 000126 dated 05.02.2022 drawn on HDFC Bank, Jasola Vihar New Delhi branch;
  - an amount of INR. 1,00,00,000/- (Rupees One Crore only) vide cheque no. 000127 dated 05.03.2022 drawn on on HDFC Bank, Jasola Vihar New Delhi branch; and
  - an amount of INR. 52,77,500/- (Rupees Fifty Two Lakh Seventy Seven Thousand Five Hundred only) vide cheque no. 000128 dated 05.04.2022 drawn on on HDFC Bank, Jasola Vihar New Delhi branch.
- HPPL hereby acknowledges and admits the receipt of the aforesaid amounts.

3.3.3 HPPL hereby represents and warrants to the Buyer that it has full authority, right and capacity to accept and receive the amounts as per Clause 3.3.2 above. The Sellers undertake not to make any claim and, or, disputes against Buyer in respect of adjustment/deduction of Part Advance from the Sale Consideration as well payment made to HPPL on the request of Sellers in any manner whatsoever.

3.4 The Sellers hereby confirm and acknowledge the payment of the entire Sale Consideration in the manner as set forth in Section 3.3 above constitutes full and final settlement of the sale and Transfer of the Sale Property and there is no outstanding amount left to be paid by, or received from the Buyer and none of the Sellers shall have any claims whatsoever, against the Buyer in relation to the same.

3.5 The Sale Consideration is subject to deduction of all Taxes including all taxes deductible at source and withholding taxes, if applicable and any outstanding dues and charges towards any Government Authority.



The Sellers hereby agree and undertake to take all necessary actions, steps, deeds, including without limitation, execution of any relevant deeds, power of attorney, documents for submission with the Government Authority, as may be required to ensure registration of the Sale Deed in favour of the Buyer.

The Sellers shall, from time to time, execute all necessary deeds, board resolutions and other documents that may be required by the Buyer to protect its rights in the Sale Property and for the effective use and enjoyment of the Sale Property and for the complete and absolute right, title, interest and ownership in the Sale Property and all other rights, title and interest, entitlements as set forth in this Sale Deed.

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- 3.8 The Sellers shall provide all necessary help and cooperation to the Buyer in completing the sale and Transfer process of the Sale Property in the name of the Buyer in the revenue records and the records of any governmental, statutory, administrative, judicial, municipal authorities, on the basis of this Sale Deed. The Sellers shall provide all necessary help and cooperation to the Buyer in completing the sale and the transfer process of the Sale Property at the Sellers' cost, and do or cause to be done all acts, deeds, matters and things and execute all documents, affidavits, applications, undertakings, power of attorney(s) as may be required by the Buyer for perfecting the Buyer's title in the Sale Property, including without limitation for the registration of the Sale Deed, conveyance deed, transfer deed, confirmation deeds, affidavits, letters, undertakings etc., Transfer of the Sale Property, obtaining Transfer Approvals and do and execute or cause to be done and executed all such further and other acts, deeds, things, matters and assurances in law whatsoever for the better, further and more perfectly and absolutely granting, assuring, conveying, transferring and assigning the Sale Property hereby granted unto and to the use of the Buyer, their successors in title or assigns in law as the case may be.
- 3.9 The Sellers shall continue to be liable to bear any and all costs and expenses which pertain to any past liabilities or obligations (including but not limited to any statutory charges, taxes, fees, outstanding amounts payable in relation to or under the Development License and the Sale Land) pertaining to the period prior to the execution and registration of this Sale Deed.
- 3.10 In the event any prepayment, foreclosure penalties or any other penalties or any outstanding interest, charges, or any other amounts, are applicable and payable to any lenders of the Sellers pursuant to or at the time of repayment of the loans, the same shall be the liabilities and obligations of the Sellers with no recourse whatsoever to the Buyer.

#### 4. STAMP DUTY, OTHER COSTS AND EXPENSES.

- 4.1 The Sellers shall be solely responsible and liable for the stamp duty, registration charges, transfer charges, levies, surcharges, or any statutory and other fees payable, or interest/ payments levied on account thereof and any other related costs arising from the execution and registration of this Sale Deed as required under Applicable Laws or otherwise;
- 4.2 All taxes, charges, rents, demands, revenue, cesses, ground rent, lease rent and municipal charges, Claims and all other dues and outstandings towards any municipality or Government Authority, payable in respect of the Sale Property including any interest/ penalty thereof, up to the date of registration of the Sale Deed shall be borne solely by the Sellers irrespective of when such demand/ claim for payment is made or received. .
- 4.3 The Sellers shall, at their own cost and expense, settle all disputes, Claims, demands, suits, complaints, liabilities, actions, litigations and any other demands etc., of any nature whatsoever raised, filed or pertaining to the Sale Property made by any person or entity including but not limited to vendors, consultants, architects, etc., up to the date of registration of the Sale Deed irrespective of when such claim/demand is made or received and ensure that the development and construction on the Sale Land by the Buyer shall not be interrupted, obstructed, hampered or delayed in any manner.

The Sellers hereby waive any right to claim refund or reimbursement of any amounts from the Buyer and, or any Government Authority in relation to the Sale Property including the EDC/SIDC amounts from the DTCP. The Sellers hereby agree, affirm and acknowledge that all the benefits of paying the EDC/SIDC on the Sale Property shall, on and from the Execution Date, accrue to the Buyer.

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- 4.5 The Sellers have represented and warranted that the Development Licenses transferred to the Buyer under DDJAY Policy is duly completed without any liability whatsoever and if any penalty/ interest/ condition/ charges/ fee/ compensation is levied on the Buyer on account of defaults in the old license conditions related to the Larger Land, then the Sellers shall jointly and severally be liable for the same including making payments, if any thereof and shall always keep the Buyer harmless and indemnified in this regard in all manner, whatsoever.

**5. POSSESSION OF SALE PROPERTY AND TITLE DOCUMENTS.**

- 5.1 The Sellers do hereby grant, transfer and assure the quiet, vacant, peaceful and unencumbered, legal and juridical possession of the entire Sale Property along with all rights, title, interests, ownership, easements, privileges and appurtenances thereto to the Buyer.
- 5.2 The Sellers hereby agree, undertake and covenant that simultaneously with the execution of this Sale Deed, the following actions shall be undertaken:
- (i) handover of exclusive, absolute, legal, physical and vacant possession of the Sale Property free of all Encumbrances, charges, litigations, to the Buyer;
  - (ii) handover to the Buyer, originals of the Sale Land Title Documents along with all the contracts, Approvals, Development Licenses, licenses, permits, permissions, no-objection certificates, no-dues certificates with the applications submitted for obtaining the same, correspondence with government and statutory bodies etc.; and
  - (iii) handover all the property tax receipts and all other documents in respect of the Sale Property.
- 5.3 With the execution and registration of this Sale Deed, all the Approvals, wherever applicable, shall stand transferred and assigned in favour of the Buyer at the Sellers' cost. The Sellers shall provide all help and co-operation including without limitation, execution of relevant documents for submission with the Government Authority, as may be required for implementation of transfer of the Approvals in the name of the Buyer.

**6. REPRESENTATIONS, WARRANTIES, COVENANTS, DECLARATIONS AND UNDERTAKINGS OF THE PARTIES.**

- 6.1 The Buyer represents and warrants to the Sellers that the Buyer has the full legal right, capacity and authority to enter into this Sale Deed and this Sale Deed constitutes a legal, valid and binding obligation of the Buyer. The Buyer has the corporate power and authority to execute this Sale Deed and has taken all necessary corporate action to authorize the execution by it of this Sale Deed and the transactions contemplated hereby.



The Sellers hereby severally represent and warrant that:

all the fees, costs, charges, Claims, liabilities towards obtaining the Transfer Approvals has been duly paid to the relevant Government Authorities and there are no further outstanding liabilities, actions and other demands of any nature whatsoever; and the Sellers undertake and covenant that in the event any Claims, liabilities, actions and other demands of any nature whatsoever pertaining to the Transfer Approvals is made by any Government Authority or competent court of Law or person, irrespective of when such claim/ demand is made or received, the Sellers shall, at their own costs and expense, undertake all such actions

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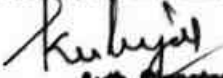
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and execute all such documents as may be required in connection with perfecting the Transfer Approvals in favour of the Buyer.


- (ii) The Sellers have the full legal right, capacity and authority along with all necessary authorizations and approvals (including consents and approvals from any Third Parties including their lenders) to enter into and deliver the terms and provisions of this Sale Deed and this Sale Deed constitutes a legal, valid and binding obligation of the Sellers.
- (iii) The Sale Property or any part thereof is not a subject matter of any suit, attachment, acquisition or litigation or court proceedings/administrative/mediation/arbitration/conciliation, investigations, Claims, actions, other proceedings or hearings and no proceedings have been initiated/filed/pending by or against the Sellers or the Sale Property or any part by any by any counterparties to any of the contracts, or any Third Parties before Government Authority, any court, arbitrator, tribunal, quasi-judicial, regulatory or similar body or agency in any jurisdiction ("**Proceedings**") and in the event any legal or quasi legal proceedings are initiated by any person at any time in respect of Sale Property or any part thereof and/or against any documents executed by and/or in favour of the Sellers with their predecessor in title and, or, even otherwise, the same shall be resolved by the Sellers at their sole cost and expenses.
- (iv) The Sale Land admeasures 18 (eighteen) acres and as on the Execution Date, and the Buyer shall be entitled to construct/ develop on the Sale Land by utilizing the entire FSI available for development on the Sale Land. The description of the Sale Land as provided in this Sale Deed is true and correct and not misleading in any respect and corresponds to the description as mentioned in the land and revenue records maintained in the office of the concerned revenue officials and the sub-registrar of assurances.
- (v) The Land Owners have caused mutation and Transfer of the Sale Land in the name of the Land Owners in all the necessary land records and governmental, statutory, administrative, judicial, municipal authorities such that the Land Owners are reflected as the absolute owners of the Sale Land in all the necessary land records of all the relevant Government Authority.
- (vi) All the Sale Land title documents have been registered, adequately stamped, and are valid, binding, enforceable and Transfer rights, title, interest and ownership in the Sale Land solely in favour of the Sellers.
- (vii) There are no circumstances that exist or threats that are likely to cause termination, invalidity, cancellation, revocation etc. of any of the Sale Land title documents and there are no adverse orders, notices issued by any competent authority pursuant to the Sale Land title documents.
- (viii) There are no impediments with regard to the development and construction on the Sale Land and there are no trespassers and, or, squatters, possessory rights, gair marusi's and, or, any encroachments on the Sale Property.
- (ix) Access to and egress from the Sale Land is unconditionally and absolutely available for the purpose of construction, development, occupation, use, marketing, sale, lease, Transfer or any other commercial exploitation of the Sale Land ~~and is accessible by [ ]~~ 
- (x) That there are no co-owners, partners, tenants, encroachers, trespassers, occupants or



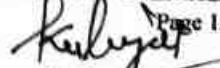
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squatters on the Sale Land and no other person or persons including any worker, labourer, staff (in respect of any pending dues like wages retrenchment or retirement dues, or any other benefits etc.) has/ have any right, title, interest, claim or demand of any nature whatsoever in, to or upon the Sale Land being considered for development under this Sale Deed or any part thereof including by way of sale, agreement for sale, memorandum of agreement, charge, lien, mortgage, pledge, Security Interest, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever.

- (xi) That there are no drains, sewers, cables (excluding overhead HT/LT cables), water pipes, gas pipes, passing through or over the Sale Land.
- (xii) No order and, or, any notice and, or, demand, award has been passed and, or, raised under the provisions of the Haryana Ceiling on Land Holdings Act, 1972, Urban Land (Ceiling & Regulation) Act, 1976 (since repealed) and, or, the Urban Land (Ceiling & Regulation) Repeal Act, 1999 or under Land Acquisition Act 1894 with respect to the Sale Property.
- (xiii) There is no other matter of which the Sellers, are, or ought to be, aware which adversely affects the value of the Sale Land or casts any doubt on the right or title of Land Owners thereto or on the use of the Sale Land.
- (xiv) The Sellers are in possession of all the Approvals obtained in respect of the Sale Land under the Applicable Laws and the same are all have been complied with. All such Approvals are valid and subsisting as of the Execution Date and no breach of any of the aforesaid have been committed by the Sellers. None of the Approvals shall cease to be valid and in force as a result of the consummation of the transactions pursuant to or contemplated under this Sale Deed and the Sellers are not aware of any event or circumstance or proposal under which any of such Approvals are likely to be revoked, terminated or cancelled or not renewed in the ordinary course or whereby penalties can be imposed or any proceedings can be initiated.
- (xv) The Sellers have no liability (actual or contingent) under any Environmental Laws and there are no circumstances which would give rise or are likely to give rise to any such liability on the part of the Sellers to make good, repair, reinstate or clean up the Sale Property, or its adjoining areas and the Sale Property has not been the subject of any environmental audit, any evaluation, assessment, study or test.
- (xvi) There are no subsisting or outstanding loans or overdraft facilities or any financing facilities or any other Indebtedness of any nature whatsoever from any person in relation to or in connection with the Sale Property or pertaining to creation of any Security Interest on the Sale Property or any part thereof and the Sellers have no liabilities or amounts due/ payable to any person or Third Parties in relation to the same.
- (xvii) The Sale Property and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a Third Party, legal flaw, Claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever.
- (xviii) As of the Execution Date, there are no notices or *lis pendens*, Proceedings, outstanding that have been filed/registered in respect of any of the Sellers and/or Sale Property or unsatisfied



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judgments, decrees or orders of any such court, commission, arbitrator or Government Authority that would seek to prevent, restrict, delay or terminate the rights, occupation, use, enjoyment and Transfer of the Sale Property to the Buyer or consummation of the transactions under this Sale Deed.

- (xix) All Taxes, fees, statutory dues, charges, levies, cess, demands, premiums, outstandings, including without limitation urban land taxes, vacant land tax, property taxes, electricity charges, water taxes, sewerage, other municipal charges and all such outgoings and all dues and necessary charges, under Applicable Laws to the Taxation Authorities or any Government Authority in respect of the Sale Property along with any interest or penalty that may be due, are paid up to Execution Date without any delay and the Sale Property is not subject to any outstanding liability for the payment of any outgoings of a recurring nature.
- (xx) All the Warranties, information, documents or statements relating to, or provided by, the Sellers in this Section 6 which is relied upon by the Buyer and, or, its affiliates, advisors, consultants and representatives are true, accurate, complete and correct in all respects and not misleading in any manner there is no suppression of any material facts. The Warranties do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements and information contained in this Section 6 not misleading. If after the Execution Date, the Sellers become aware of any event or matter, which constitutes or may constitute a breach of or be inconsistent with any of the Warranties, the Sellers undertake to promptly notify the Buyer in writing.
- (xxi) All the Warranties are valid notwithstanding any information or document furnished to or findings made by the Buyer during its due diligences and no such information, document or finding has limited the liability of the Sellers. None of the Warranties shall be treated as qualified by any actual or constructive knowledge on the part of the Buyer or any of its agents, representatives, officers, employees, consultants or advisers and no such knowledge shall prejudice any claim for breaches of the Warranties or operate as to reduce any amount recoverable.
- (xxii) The Sellers are aware of the fact that the Buyer has agreed to acquire the Sale Property relying upon the correctness of the several statements, declarations, confirmations and representations made by the Sellers to the Buyer and confirm and repeat the correctness thereof and the Sellers doth hereby indemnify and keep indemnified, saved and defended the Buyer and the other Indemnified Parties from and against all losses, damages, litigation, Claims, demands and costs that may be made and, or, raised by any one or incurred or sustained by the Buyer as a result of any of the statements, declarations, confirmations and representations herein contained being found to be untrue.



Each of the Warranties shall be construed as a separate and independent representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other warranties or by any other term of this Sale Deed.

The Warranties shall be several representations and warranties of the Sellers and shall be enforced against any or each of them separately.

## 7. INDEMNITY

- 7.1 The Sellers hereby severally agree and undertake that they shall, at all times, keep and hold the Buyer and its affiliates, directors, officers, employees, shareholders, members, subsequent title

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For Jassum Real Estate Private Limited

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holders, assignees, lenders, lessees, tenants and occupants of the Sale Property ("Indemnified Parties"), fully indemnified, saved, defended and harmless, from and against all Claims, suits, actions, Proceedings, litigation, and costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands (including, without limitation attorneys' fees) which the Indemnified Parties, may bear, incur or suffer, and, or, which may be made, levied or imposed on the Indemnified Parties, and, or, claimed from the Indemnified Parties, due to or by reason or virtue of:

- (i) any defect in, or want of any right, title and interest to the ownership, marketability or possession or full and quiet enjoyment and usage of the Sale Property or any part thereof or any other entitlements as set forth in the Sale Deed and, or any unauthorized construction carried out on the Sale Property, and, or,
- (ii) any investigation, legal, quasi-legal, administrative, Claims, actions, notices, litigations, arbitrations, mediations, conciliations, garnishee or other proceedings against or with respect to the Sale Property or any portion thereof or against any of the Sellers, and, or,
- (iii) any of the representations, warranties, covenants, assurances and other terms and conditions of this Sale Deed being found to be false, untrue and, or, misleading in any manner whatsoever or are not fully enforceable in any manner whatsoever, and, or,
- (iv) breach or default of the Sellers' Warranties, obligations, covenants and undertakings under this Sale Deed; and, or,
- (v) any Encumbrances including prior sale, prior agreement acquisition, charges, gifts, liens, disputes, attachments, liabilities, tenancies; and, or,
- (vi) suppression or concealment of any facts, documents or information from the Buyer; and, or,
- (vii) any Claims, liabilities, actions and other demands of any nature whatsoever pertaining to the Sale Property, and, or the Transfer Approvals, or any other right, title or interest as contained in this Sale Deed made by any person or entity, up to the date execution and registration of the Sale Deed (even if a claim is raised by such Third Parties any time hereafter); and, or,
- (viii) any Claims, liabilities, actions and other demands of any nature whatsoever made by any Government Authority or Taxation Authority pertaining to the Sale Property, any Taxes including income tax in relation to the Sale Property including property tax, withholding tax on acquisition/ purchase of land, goods and services tax, any stamp duties; and, or,
- (ix) enforcement of the Security Interest by any of the lenders over the Larger Land or any part thereof, affecting any part of the Sale Property.



7.2

The Sellers further undertake that in the event any demand for any outstanding payments, charges, fees, amounts, dues(s) including Taxes is being raised by any Government Authority and, or, any Third Party with respect to the Sale Property for the period prior to the registration of this Sale Deed, then in such an event the Sellers shall be solely liable for the same and the Sellers shall keep the Buyer and other Indemnified Parties harmless and fully indemnified in this regard. Further, in such an event the Buyer shall notify the Sellers of such demand within Claim and the Sellers agree, undertake to pay/ clear the same immediately without any delay, objection whatsoever along with any penalty, interest, late payment fee etc., if any.

For Jansun Construction Private Limited

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Authorized Signatory

For Jansun Realty Private Limited

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Authorized Signatory

For Marwan Properties Private Limited

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Page 14 of 24  
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## 8. MISCELLANEOUS.

### 8.1 Stamp Duty, Registration and Other Charges.

The Parties hereby agree that the stamp duty and registration charges on this Sale Deed, shall be borne and paid by the Sellers. Each Party shall bear and pay the legal expenses of their respective advocates/ attorneys. It is clarified that neither Party shall be liable to the other for any consequential, remote or indirect losses or damage under this Sale Deed.

### 8.2 Further Acts.

The Parties shall do and cause to be done all such acts, deeds, matters and things and shall execute and deliver such documents and instruments as may be reasonably necessary to enable the Parties to perform their respective obligations and to give effect to the completion of transaction contemplated under this Sale Deed.

### 8.3 Relationship.

Nothing contained in this Sale Deed or in any document referred to in it shall constitute any of the Parties as a partner of the other, nor shall the execution and implementation of this Sale Deed confer on any Party any power to bind or impose any obligations on the other Party or to pledge the credit of the other Party.

### 8.4 Governing Law and Jurisdiction.

This Sale Deed and also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with the laws of India. The Courts at Panipat, Haryana shall have exclusive jurisdiction to try and entertain all the disputes arising between the Parties. The Buyer shall be entitled to seek interim relief in respect of any matter under this Deed.

### 8.5 Specific Performance.

The Sellers agree that this Sale Deed, including the rights and obligations of the Sellers hereunder, to the extent permitted by Law, shall be subject to the right of specific performance by the Buyer and may be specifically enforced against all or any of the Sellers.

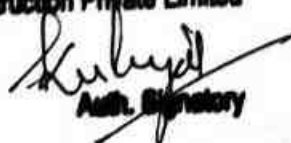
### 8.6 Notices.

Any notices, requests, demands or other communication required or permitted to be given under this Sale Deed shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile and properly addressed as follows:

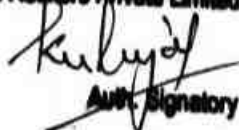
- (i) In the case of notices to the Sellers, to:  
Address: WZ-48, Shadi Khampur West Patel Nagar New Delhi-110008
- (ii) In the case of notices to the Buyer, to:  
Address: 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi-25

- 8.7 The provisions of this Sale Deed shall ensure to the benefit of and be binding on the Parties and their respective permitted successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party) and

For Jassum Construction Private Limited

  
Auth. Signatory

For Jassum Realtors Private Limited

  
Auth. Signatory

For Herman Properties Private Limited

  
Auth. Signatory

permitted assigns and legal representatives.

8.8 Severability.

If any provision of this Sale Deed is determined to be invalid or inoperative or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Sale Deed shall continue to remain in full force and effect.

8.9 Entire Agreement:

This Sale Deed constitutes the entire agreement between the Parties with respect to the Sale Property. It supersedes all prior or contemporaneous communications, representations or understandings, arrangement whether oral or written, relating to the Sale Property.

For Jaseem Construction Private Limited  
  
Auth. Signatory

For Jaseem Realtors Private Limited  
  
Auth. Signatory

For Herman Properties Private Limited  
  
Auth. Signatory



~~For Jassum Construction Private Limited~~  
SIGNED AND DELIVERED by the withinnamed  
Seller 1 through Mr. K. P. Singh Kukreja,

  
Auth. Signatory

~~For Jassum Realtors Private Limited~~  
SIGNED AND DELIVERED by the withinnamed  
Seller 2 through Mr. K. P. Singh Kukreja,


  
Auth. Signatory

~~For Harman Properties Private Limited~~  
SIGNED AND DELIVERED by the withinnamed  
HPPL through Mr. K. P. Singh Kukreja,

  
Auth. Signatory

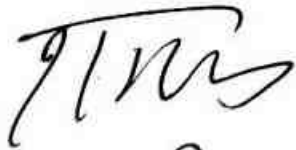
SIGNED AND DELIVERED by the withinnamed  
BUYER through Mr. Sudhir Gupta,



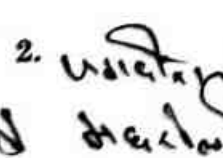

  
GOURAV JUNEJA  
Advocate  
Reg. No. 21112/21  
24/05/21

WITNESSES:

1.



2.

# SCHEDULE I

## (DETAILS AND DESCRIPTION OF THE SALE LAND)

Land situated in the revenue estate of Village Shimla Maulana, Sector-40, Panipat, details whereof are being described hereinbelow.

S. No.	Name of Seller	Khasra No.	Area B-B-B			Area in Acre	Share
1.	Jasum Construction Private Limited (Seller 1)	458	3	0	0		
		459	3	0	0		
		467/1	0	17	0		
		463	3	0	0		
		464	3	0	0		
		465	3	0	0		
		466/1	0	7	0		
		471/2	0	12	0		
		472	3	0	0		
		399	3	0	0		
		379	3	0	0		
		380	0	6	0		
		381	0	15	0		
		383	3	0	0		
		387	3	0	0		
		391	3	0	0		
		392	3	0	0		
		393	3	0	0		
		394	3	0	0		
		395	3	0	0		
		396	3	0	0		
		398	3	0	0		
		460	3	0	0		
Total Seller 1 Land			56	17	0	11.844	Complete Share
2.	Jasum Realtors Private Limited (Seller 2)	447	3	0	0	6.16 (Approx. 29B- 12B) out of total land 8.927 (42B- 17B)	
		448	3	0	0		
		445	3	0	0		
		446	3	0	0		
		432/2	1	16	0		
		397	3	0	0		
		400	3	0	0		
		425/1	1	1	0		
427	3	0	0				



For Jasum Construction Private Limited

*[Signature]*  
Auth. Signatory

For Jasum Realtors Private Limited

*[Signature]*  
Auth. Signatory

For Harman Properties Private Limited

*[Signature]*  
Auth. Signatory

	428	3	0	0		
	429	3	0	0		
	441	3	0	0		
	442	3	0	0		
	443	3	0	0		
	444	3	0	0		
	430	1	0	0		
<b>Total Seller 2 Land</b>		29	12	0		
<b>TOTAL SALE LAND</b>		86	9	0	18.01 (approx.)	930/1347

For Jassum Construction Private Limited

*Kuljeet*  
Auth. Signatory

For Jassum Realtors Private Limited

*Kuljeet*  
Auth. Signatory

For Herman Properties Private Limited

*Kuljeet*  
Auth. Signatory



**SCHEDULE II**  
**(DETAILS AND DESCRIPTION OF THE LARGER LAND)**

Licence. No.	Name of Owner	Khasra No.	Area B-B-B			Area in Acre
4 of 2020	Herman Properties Private Limited	402/1	1	10	0	
		402/2	1	10	0	
		403/1	1	10	0	
		404/2	2	0	0	
		405/1	1	1	0	
		405/2	1	19	0	
		406/1/1	0	18	0	
		407/1/1	0	18	0	
		408/1/1	0	11	0	
		409	3	0	0	
		410	1	16	0	
		382	1	19	0	
		386	3	0	0	
		445	3	0	0	
		446	3	0	0	
		447	3	0	0	
		448	3	0	0	
		432/2	1	16	0	
3 of 2020		397	3	0	0	
5 of 2020		400	3	0	0	
		425/1	1	1	0	
		427	3	0	0	
		428	3	0	0	
		429	3	0	0	
		441	3	0	0	
		442	3	0	0	
		443	3	0	0	
		444	3	0	0	
		430	1	0	0	
						7.26
4 of 2020	Kuldip Singh Sons Private Limited	358/2/1	0	15	0	
		358/1	0	9	0	
		358/2/2	0	11	0	
		358/3	1	5	0	
		359	0	18	0	
		432/1	2	14	0	0.8125



For Jasum Construction Private Limited

*Kuldeep*  
Auth. Signatory

For Jasum Realtors Private Limited

*Kuldeep*  
Auth. Signatory

For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

5 of 2020	Best City Projects (India) Private Limited	434	1	17	0	9.26
		436	3	0	0	
		437	2	5	0	
		438	3	0	0	
		439	3	0	0	
		440	3	0	0	
		435	3	0	0	
		449	3	0	0	
3 of 2020		450	0	15	0	
		451	3	3	0	
		452	1	10	0	
		455	2	2	0	
		456	3	3	0	
		457	3	0	0	
		453	3	0	0	
		454	3	0	0	
3 of 2020	Jassum Construction Private Limited	458	3	0	0	11.844
		459	3	0	0	
		467/1	0	17	0	
		463	3	0	0	
		464	3	0	0	
		465	3	0	0	
		466/1	0	7	0	
		471/2	0	12	0	
		472	3	0	0	
		460	3	0	0	
4 of 2020		399	3	0	0	
		379	3	0	0	
		380	0	6	0	
		381	0	15	0	
		383	3	0	0	
		387	3	0	0	
		391	3	0	0	
		392	3	0	0	
		393	3	0	0	
		394	3	0	0	
		395	3	0	0	
		396	3	0	0	
		398	3	0	0	
		447	3	0	0	
		448	3	0	0	
3 of 2020	Jassum Realtors Private					6.16



For Jassum Construction Private Limited

*Kuldeep*  
Auth. Signatory

For Jassum Realtors Private Limited

*Kuldeep*  
Auth. Signatory

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For Herman Properties Private Limited

*Kuldeep*  
Auth. Signatory

4 of 2020	Limited	445	3	0	0	
5 of 2020		446	3	0	0	
		432/2	1	16	0	
		397	3	0	0	
		400	3	0	0	
		425/1	1	1	0	
		427	3	0	0	
		428	3	0	0	
		429	3	0	0	
		441	3	0	0	
		442	3	0	0	
		443	3	0	0	
		444	3	0	0	
		430	1	0	0	
		TOTAL LARGER LAND			169	13

For Jassum Construction Private Limited

*[Signature]*  
Auth. Signatory

For Jassum Realtors Private Limited

*[Signature]*  
Auth. Signatory

For Harman Properties Private Limited

*[Signature]*  
Auth. Signatory





# Herman Properties Pvt. Ltd.

REGD. OFF. : WZ-48, KHAM PUR, WEST. PATEL NAGAR, NEW DELHI - 110006  
TEL : 25703273, 25703374, 9999034111 FAX : 91-11-25703374  
E-MAIL : hermanproperties@gmail.com, info@hermangroup.in

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF HERMAN PROPERTIES PRIVATE LIMITED HELD ON WEDNESDAY, 1<sup>st</sup> DAY OF SEPTEMBER, 2021 AT 12:00 A.M, AT THE REGISTERED OFFICE .**

## **AUTHORISATION TO ENTER INTO SALE DEED**


"RESOLVED THAT the consent of the Board, be and is hereby accorded to enter into Sale Deed in favour of M/s Eldeco Green Park Infrastructure Limited, for the sale and transfer of the Company's land parcel admeasuring 7.26 acres and as confirming party of land parcel of associate companies situated at village Simla Molana, Sector-40, Panipat, Haryana together along with all permissions, approvals, licenses, improvements, rights, benefits, entitlements, estate, easements, privileges, appurtenances and benefits attached.

RESOLVED FURTHER THAT Mr.K.P.S Kukreja S/o Late Sh. Kuldip Singh R/o 24/75, West Punjabi Bagh New Delhi 110026, be and are hereby severally authorized on behalf of the Company to present the said Sale Deed for registration before the concerned registrar/sub-registrar and to admit the same for and on behalf of the company and are also individually authorized to take delivery of the Sale Deed from the office of the concerned registrar/sub-registrar after its due registration.

RESOLVED FURTHER THAT the aforementioned authorized signatories of the Company be and are hereby severally authorized on behalf of the Company to do all acts, deeds, matters and things to bring into effects the above resolution.

RESOLVED FURTHER THAT the resolution shall continue to be valid until the Board makes an amendment in this regard."

For Herman Properties Private Limited

  
Director Auth. Signatory

IAS-ANZ



AN ISO-9001: 2008 Co.

WEBSITE : [www.hermangroup.in](http://www.hermangroup.in) CIN : U78499DL1986PLCQ26244

# ELDECO GREEN PARK INFRASTRUCTURE LIMITED

(Formerly known as Green Park Infrastructure Limited)

**CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ELDECO GREEN PARK INFRASTRUCTURE LIMITED HELD ON WEDNESDAY 27th DAY OF OCTOBER, 2021, AT 11:00 AM AT 201-212, SPLENDOR FORUM, IIND FLOOR, JASOLA DISTRICT CENTRE, NEW DELHI-110025**

## **AUTHORISATION TO ENTER INTO SALE DEED**

**"RESOLVED THAT** the consent of the Board, be and is hereby accorded to enter into Sale Deed with Jassum Construction Private Limited, Jassum Realtors Private Limited And Herman Properties Private Limited, in favour of the Company for the purchase of the Land for the purchase of the Land admeasuring approximately 18 (eighteen) acres (i.e. equivalent to 144 (one hundred forty four) Kanal) situated in the revenue estate of Village Shimla Maulana, Sector 40, Panipat, Haryana, along with all permissions, approvals, licenses, improvements, rights, benefits, entitlements, estate, easements, privileges, appurtenances and benefits attached, situated in the revenue estate of Village Shimla Maulana, Sector 40, Panipat, Haryana, along with all permissions, approvals, licenses, improvements, rights, benefits, entitlements, estate, easements, privileges, appurtenances and benefits attached.

**"RESOLVED FURTHER THAT** Mr. Sudhir Gupta S/o Rajinder Kumar Gupta, R/o House No.- 62 ward-2, Kaystan street, Panipat, Haryana-132103, be and is hereby severally authorized on behalf of the Company to present the said Sale Deed for registration before the concerned registrar/sub-registrar and to admit the same for and on behalf of the company and are also individually authorized to take delivery of the Sale Deed from the office of the concerned registrar/sub-registrar after its due registration.

**"RESOLVED FURTHER THAT** the aforementioned authorized signatory of the Company be and is hereby severally authorized on behalf of the Company to do all acts, deeds, matters and things to bring into effects the above resolution.

**"RESOLVED FURTHER THAT** the resolution shall continue to be valid until the Board makes an amendment in this regard."

Certified True Copy  
For Eldeco Green Park Infrastructure Limited

Eldeco Green Park Infrastructure Ltd.

  
**SANJEEV KUMAR ANAND**  
**DIRECTOR**  
**DIN: 08509984**

Eldeco Green Park Infrastructure Ltd.

  
**SUJEET TRIPATHI** **Director**  
**DIRECTOR**  
**DIN: 07527567**

# JASSUM REALTORS PRIVATE LIMITED.

CIN:U70101DL2005PTC135426

Regd. Office: Rectangle-1, D-4, Saket District Center, Saket, New Delhi-110017

Ph.0124- 497011. Fax : 0124-4970155

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**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF M/S JASSUM REALTORS PRIVATE LIMITED HELD ON 20TH DAY OF JANUARY 2017 AT 11 A.M., RECTANGLE-1, D-4, SAKET DISTRICT CENTRE, SAKET, NEW DELHI-110017.**

**"RESOLVED THAT"** approval of the board be and is hereby accorded to authorize Mr. K. P. S. Kukreja S/o L. Sh. Kuldeep Singh to sell/transfer Land admeasuring 6.1635 Acres out of joint land of admeasuring 8.9271 Acres i.e. 2.7636 Acres falling in the shares of M/s. Herman Properties Ltd. in Khasra No.s. 397 (3 Bigha) , 400 (3 Bigha), 427 (3 Bigha), 428 (3 Bigha), 429 (3 Bigha), 432/2 (1 Bigha 16 Biswa), 441 (3 Bigha), 442 (3 Bigha), 443 (3 Bigha), 444 (3 Bigha), 445 (3 Bigha), 446 (3 Bigha), 447 (3 Bigha), 448 (3 Bigha), 430 (1 Bigha), 425/1 (1 Bigha 1 Biswa), situated in Village Shimla, Molana, Panipat all presently owned in the name and possessed by the Company M/s. Jassum Realtors Pvt. Ltd. & Herman Properties Pvt. Ltd.

**"RESOLVED FURTHER THAT"** approval of the board be and is hereby accorded to authorize Mr. K. P. S. Kukreja S/o L. Sh. Kuldeep Singh on behalf of the company to sign/execute Memorandum of Understanding (MOU)/Sale Deeds and any other Agreement(s) for sale/transfer of the said land and obtain permission of transfer of licence from the Office of the DTCP, Chandigarh, Haryana and other concerned offices. Enter into & execute collaboration agreement and/or execute Sale Deeds in full or parts, receive payments in his name or in the name of M/s Herman Properties Pvt. Ltd. and issue NOC etc. for any Govt. Office to any party for obtaining licence under migration etc. etc. Under his own signatures & issue receipts, Settle accounts with all parties, buyers concerning to this Land in the name of company Jassum Realtors Pvt. Ltd.

**"RESOLVED FURTHER THAT"** approval of the board be and is hereby accorded to authorize Mr. K. P. S. Kukreja S/o L. Sh. Kuldeep Singh on behalf of the company to do all acts, deeds, matters and things as may be deemed expedient to give effect to the above resolution "Under his own Signatures. And the same shall be binding on the company and will be final".

**CERTIFIED TRUE COPY**

For **JASSUM REALTORS PRIVATE LIMITED**

*Sunil Sardana*

Director *Auth. Signatory*  
DIN NO.07659649

# **JASSUM CONSTRUCTION PVT.LTD.**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF M/S JASSUM CONSTRUCTION PRIVATE LIMITED HELD ON 20TH DAY OF JANUARY 2017 AT 11 A.M., 64, POORVI MARG, VASANT VIHAR, NEW DELHI-110057.**

**"RESOLVED THAT"** approval of the board be and is hereby accorded to authorize Mr. K. P. S. Kukreja S/o L. Sh. Kuldip Singh to sell/transfer Land admeasuring 12.46875. Acres, falling in Rect. No. -458 (3-Bigha), 459 (3-Bigha), 467/1 (0 Bigha 17 Biswa), 463 (3 Bigha), 464 (3 Bigha), 465 (3 Bigha), 466/1 (0 Bigha 7 Biswa), 471/2 (0 Bigha 12 Biswa), 472 (3 Bigha), 399 (3 Bigha), 378 (3 Bigha), 379 (3 Bigha), 380 (0 Bigha 6 Biswa), 381 (0 Bigha 15 Biswa), 383 (3 Bigha), 387 (3 Bigha), 391 (3 Bigha), 392 (3 Bigha), 393 (3 Bigha), 394 (3 Bigha), 395 (3 Bigha), 396 (3 Bigha), 398 (3 Bigha), 460 (3 Bigha), all in total 58 Bigha 13 Biswa/Acres= 12.46875, situated at Village Shimla Molana, Panipat and 9 Kanals 19 Marlas of Village Babarpur, Panipat under Khasra Nos. 39/15/2 [2 Kanaal 1 Marla] 39/16 [3 Kanaal 12 Marla], 39/17 [4 Kanaal 6 Marla], Acres 1.2442, all presently owned in the name and possessed by the Company M/s. Jassum Construction Pvt. Ltd.

**"RESOLVED FURTHER THAT"** approval of the board be and is hereby accorded to authorize Mr. K. P. S. Kukreja S/o L. Sh. Kuldip Singh on behalf of the company to sign/execute Memorandum of Understanding (MOU)/Sale Deeds and any other Agreement(s) for sale/transfer of the said land and obtain permission of transfer of licence from the Office of the DTCP, Chandigarh, Haryana and other concerned offices. Enter into & execute collaboration agreement and/or execute Sale Deeds in full or parts, receive payments in his name or in the name of M/s Herman Properties Pvt. Ltd. and issue NOC etc. for any Govt. Office to any party for obtaining licence under migration etc. etc. Under his own signatures & issue receipts, Settle accounts with all parties, buyers concerning to this Land in the name of company Jassum Construction Pvt. Ltd.

**"RESOLVED FURTHER THAT"** approval of the board be and is hereby accorded to authorize Mr. K. P. S. Kukreja S/o L. Sh. Kuldip Singh on behalf of the company to do all acts, deeds, matters and things as may be deemed expedient to give effect to the above resolution "Under his own Signatures. And the same shall be binding on the company and will be final".

**CERTIFIED TRUE COPY**

**FOR JASSUM CONSTRUCTION PRIVATE LIMITED**

*Sund Sardana*  
Jassum Construction Private Limited

Director

DIN NO. 07659697 *Auth. Signatory*

CIN No 445201DL2005PTC135427

Regd. Office: 64, Ground Floor, Poorvi Marg, Vasant Vihar, New Delhi-110057.

Phone: 011-2614-5594, 2614-1749, 2615, 1847 Fax: 011-26144937, 41669422