

Sale of Immovable Properties



**Indian-Non Judicial Stamp
Haryana Government**



Date : 25/04/2022

Certificate No. E0Y2022D1063



Stamp Duty Paid : ₹ 484000
(Rs. Only)

GRN No. 89729421



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Godrej properties limited

H.No/Floor: 5th

Sector/Ward: Na

LandMark: Godrej one

City/Village: Vikhroli

District: East mumbai

State: Maharashtra

Phone: 70*****69



Buyer / Second Party Detail

Name: Countrywide promoters pvt ltd

H.No/Floor: O/14/3f

Sector/Ward: 76

LandMark: Next door parklands

City/Village: Faridabad

District: Faridabad

State: Haryana

Phone: 70*****69

Purpose: conveyance deed

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

CONVEYANCE DEED

Date : 05.05.2022
Consideration : INR 72,59,813/-
Stamp Duty : INR 5,09,000/-
Stamp Paper S. No. & Date : E0Y2022D1063 dated 25.04.2022 & E0Y2022D480 dated 18.04.2022
Land Area : 1263.10 square metres (0.312 acres)
Type of Property : Commercial Plot
Property Detail : Village Kheri Khurd
Tehsil : Faridabad
District : Faridabad



For Countrywide Promoters Pvt. Ltd.
Ashutosh Kumar
Authorized Signatory
For Countrywide Promoters Pvt. Ltd. & Others
Ashutosh Kumar
Authorized Signatory

Sale of Immovable Properties



**Indian-Non Judicial Stamp
Haryana Government**



Date : 18/04/2022

Certificate No. E0R2022D480



Stamp Duty Paid : ₹ 25000
(Rs. Only)

GRN No. 89509706



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: GODREJ PROPERTIES LIMITED

H.No/Floor: 5th

Sector/Ward: NA

LandMark: Godrej One

City/Village: Vikhroli

District: EAST MUMBAI

State: Maharashtra

Phone: 70*****69



Buyer / Second Party Detail

Name: Countrywide Promoters Pvt Ltd

H.No/Floor: Ot/14/3f

Sector/Ward: 76

LandMark: Next door parklands

City/Village: Faridabad

District: Faridabad

State: Haryana

Phone: 70*****69

Purpose: CONVEYANCE DEED

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**THIS STAMP PAPER FORMS INTEGRAL PART OF CONVEYANCE DEED
DATED MAY 05, 2022 EXECUTED BETWEEN GODREJ PROPERTIES LIMITED
AND COUNTRYWIDE PROMOTERS PRIVATE LIMITED**



For Countrywide Promoters Pvt. Ltd.

Ashutosh Kumar
Authorized Signatory

CONVEYANCE DEED

This Conveyance Deed ("Deed") is made and executed at Faridabad on this the 5th day of May, 2022

BETWEEN

GODREJ PROPERTIES LIMITED (CIN:L74120MH1985PLC035308) (PAN: AAACG3995M), a company registered under the Companies Act, 1956, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 and an office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram 122002, acting through its authorized representative Ms. Deepika Bajaj, duly authorized vide board resolution dated March 15, 2022 (hereinafter referred to as "**Seller**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

COUNTRYWIDE PROMOTERS PRIVATE LIMITED, (CIN U70101HR1996PTC082720) (PAN:AAACC5280H), a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76 Faridabad, Haryana, 121004, acting through its authorized representative Mr. Ashutosh Kumar S/o Shri. Rameshwar Yadav, duly authorized vide board resolution dated March 28, 2022 (hereinafter referred to as the "**Buyer**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

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

WHEREAS

- A. The Buyer and its affiliate companies/ group companies were the developers, owners and in possession of their respective shares in land parcels admeasuring 62 Kanal 9 Marla (7.806 acres) situated at Sector 83, Village Kheri Khurd, Tehsil & District Faridabad ("**Total Lands**"), details whereof are more particularly set forth in **Schedule-I** hereto and demarcated/delineated in blue color on the plan attached as **Schedule-II** hereto;
- B. Buyer and its affiliate / related / group companies had obtained license bearing no. 79 of 2019 vide Letter no. LC-4002-JE(SK)-2019/18007 dated 30th July 2019 ("**License**"), in respect of the land parcels comprised in the Total Lands, from the Director General, Town and Country Planning, Haryana, Chandigarh ("**DTCP**") under Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 and notifications, circulars, policies, orders etc. issued by DTCP (collectively "**Act**") for setting up of an affordable plotted housing under Deen Dayal Jan Awas Yojna on the Total Lands;



For Countrywide Promoters Pvt. Ltd.

 Authorized Signatory
 For Countrywide Promoters Pvt. Ltd. & Others

 Authorized Signatory

प्रलेख नः1328

दिनांक:05-05-2022

डीड संबंधी विवरण		
डीड का नाम CONVEYANCE URBAN AREA WITHIN MC		
तहसील/सब-तहसील फरीदाबाद	गांव/शहर फरीदाबाद	स्थित Nehar par sec Plot 79,80,81,82,83
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पंजीकृत कॉलोनी
पता : L-79/2019Sec83,Godrej Retreat Orchard		
भवन का विवरण		
भूमि का विवरण		
व्यवसायिक	1263.1 Sq. Meters	
धन संबंधी विवरण		
राशि 7259813 रुपये	कुल स्टाम्प ह्यूटी की राशि 508186 रुपये	
स्टाम्प नं : e0y2022d1063	स्टाम्प की राशि 484000 रुपये	
रजिस्ट्रेशन फीस की राशि 40000 रुपये	EChallan:89/3411/	पेस्टिंग शुल्क 3 रुपये
DeficiencyStampno: e0r2022d480	DeficiencGmno: 89509706	DeficiencyAmt: 25000
Drafted By: Self		Service Charge:200

यह प्रलेख आज दिनांक 05-05-2022 दिन गुरुवार समय 5:09:00 PM बजे श्री/श्रीमती/कुमारी Ms Godrej Properties Ltd thru Deepika Bajaj निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता
Ms Godrej Properties Ltd thru Deepika Bajaj

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

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

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 05-05-2022
Ms Godrej Properties Ltd thru Deepika Bajaj

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Countrywide Promoters P Ltd Thru Ashutosh Kumar 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 S K Batra पिता Adv निवासी Ibd व श्री/श्रीमती/कुमारी Vinay Rawat पिता Adv निवासी Fbd ने की।

दिनांक 05-05-2022

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

S. K. BATRA
Advocate
Distt. & Session Court,
Sec.-12, Faridabad (Hr.)

Kr. Vinay Rawat
Advocate
Distt. & Session Court, Faridabad

- C. Vide an Agreement to Sell dated 29th January 2020 and an Amendment No. 1 dated 14 March 2020 (together referred to as the “**Total Land ATS**”), the Parties along with related/ affiliates/ group companies of the Buyer, had agreed to sell, transfer and convey the Total Lands comprised in the License, to the Seller;
- D. DTCP has vide its Letter dated 20th March 2020 granted an in-principle approval (“**In-Principle Approval**”) for sale of Total Lands and transfer of License in favour of the Seller;
- E. Vide sale deed dated 10th July 2020 bearing registration no. 1391 duly registered with the office of the Sub-Registrar, Faridabad (“**Sale Deed**”) executed by the Buyer and its affiliates/ group companies (collectively “**Erstwhile Owners**”), the ownership and possession of the Total Lands (including Commercial Plot) has been transferred in favour of the Seller and are recorded as the owners and in possession of the said Total Lands (including the said Commercial Plot) in all government records including the Record of Rights (Jamabandi);
- F. In furtherance to the In-Principle Approval, DTCP has vide its letter dated 28th August 2020 granted final transfer approval for transfer of License in favour of the Seller;
- G. In furtherance to the aforementioned commercial understanding of the parties to the Total Land ATS, the Parties had executed an Agreement to Sell dated 10th July 2020 (“**Commercial Plot ATS**”) to set forth the commercial understanding in relation to the purchase of the plot/ land parcels forming part of the 4% commercial component of the License as per the approved layout plan approved vide letter dated 20.11.2019 (“**Approved Layout Plan**”) admeasuring 0.312 acres (1263.10 square metres) (as further detailed in **Schedule-III** hereto) (“**Commercial Plot**”), by the Buyer;
- H. In furtherance to the Commercial Plot ATS, the Seller has offered to sell, convey and transfer the Commercial Plot, and the Buyer has agreed to purchase the Commercial Plot together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Commercial Plot along with rights and amenities set forth herein for the Sale Consideration (*defined hereinafter*) on the terms and conditions contained hereinafter.

NOW THEREFORE THIS AGREEMENT BETWEEN THE SELLER AND BUYER WITNESSETH AS UNDER:

1. DEFINITIONS

In this Agreement, in addition to the defined words, the following words shall have the meanings as ascribed to them herein below:

- 1.1. “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, office orders issued by DTCP, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any



For Countrywide Promoters Pvt. Ltd. & Others
For Countrywide Promoters Pvt. Ltd.
Ashutosh Kumar
Authorized Signatory

interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

- 1.2. **“Encumbrance”** shall mean any disputes, litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any governmental authority(ies) or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, charge, commitment, restriction or limitation of any nature, default or notice / claim by any government authority(ies), DTCP, of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the License or approvals procured with respect to the Colony, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- 1.3. **“Project”** shall mean residential plotted development over the Total Lands, by the Seller as per the License.

2. SALE OF THE COMMERCIAL PLOT

- 2.1. The Seller hereby sells, transfers, conveys and assign all its rights, interest and titles in the Commercial Plot together with all rights, estate, easements, rights, privileges, appurtenances and benefits whatsoever along with right to access roads, connection to water lines, street lighting, electricity, storm water drains and the Sewerage lines as may be laid in the Project by the Seller, to the Buyer, and the Buyer hereby acquires the same from the Seller, free from all Encumbrance (except any encumbrance attributable due to any act or omission of the Buyer and/or its related/ affiliate or group company of BPTP Limited) into or upon the same and every part of the Commercial Plot along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Commercial Plot along with right to access roads, connection to water lines, street lighting, electricity, storm water drains and the Sewerage lines as may be laid in the Project by the Seller.
- 2.2. Simultaneously with the execution of this Deed, the Seller has handed over the actual, legal, physical unencumbered, unhindered, unfettered, undivided and vacant possession of the Commercial Plot to the Buyer, and the Buyer has taken the same from the Seller as per the Approved Layout Plan issued by DTCP Haryana. From the date of execution hereof, the Buyer has unfettered right of access to the Commercial Plot and ingress and egress rights, without any hindrance of any kind from the Seller or any other person claiming under the Seller.



For Countywise Promoters Pvt. Ltd.

Authorized Signatory

- 2.3. On and from the date of execution hereof, it shall be lawful for the Buyer, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Commercial Plot and to derive economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, to and for its own use and benefit without any suit or lawful eviction, interruption, claim or demand whatsoever from or by the Seller or by any other person claiming under the Seller.

3. CONSIDERATION

- 3.1. The entire, all inclusive, full and final sale consideration payable by the Buyer to the Seller, for purchase of the Commercial Plot, along with all easements, privileges, rights, title, interest, estate, entitlements and benefits attached thereto and for compliances by the Seller of all its commitments, obligations and covenants provided herein is INR 72,59,813/- (Indian Rupees Seventy Two Lakhs Fifty Nine Thousand Eight Hundred and Thirteen only) ("**Sale Consideration**"). The Seller agrees and acknowledges that the payment of the entire Sale Consideration, in the manner stated in Clause 3.2 is a valid and sufficient consideration for the sale of Commercial Plot by the Seller under this Deed and for compliance of all terms and conditions as stated herein.

- 3.2. The Seller hereby agrees and confirms that, as of the execution date hereof, it is in receipt of the entire Sale Consideration, in the manner provided herein below:

- (a) an amount of INR 49,625/- (Indian Rupees Forty Nine Thousand Six Hundred and Twenty Five only) has been paid to the Seller vide cheque bearing no. 210194 dated 08.07.2020 drawn on IndusInd Bank Ltd., Branch Barakhamba Road; and
- (b) an amount of INR 71,55,739/- (Indian Rupees Seventy One Lakhs Fifty Five Thousand Seven Hundred and Thirty Nine only) has been paid to the Seller vide cheque bearing no. 210197 dated 08.07.2020 drawn on IndusInd Bank Ltd., Branch Barakhamba Road;
- (c) an amount of INR 54,449/- (Indian Rupees Fifty Four Thousand Four Hundred and Forty Nine only) has been deducted towards tax deduction at source for deposit with the Income Tax Authority in favour of the Seller.

The Buyer has deposited the TDS amounts with the competent authorities within the timelines stipulated under the Applicable Law and handed over the TDS certificates to the Seller, as required under Applicable Law.

- 3.3. The Parties hereby agree and acknowledge that, the said Sale Consideration includes any cost payable towards right to utilise access roads, connection to water lines, electricity lines, storm water drains and the sewerage. Notwithstanding anything contained in Clause 3.1 above, the Parties agree that in case any enhanced EDC/IDC (other than EDC/IDC applicable as of the execution date of Commercial Plot ATS with respect to Commercial Plot) is levied (retrospective or prospective) by the DTCP



For Countrywide Promoters Pvt. Ltd.
[Signature]
Authorized Signatory

for the entire Project (including Commercial Plot), then the proportionate enhanced EDC/IDC with respect to commercial component i.e. the Commercial Plot shall be borne and paid by the Buyer. The Parties agree, acknowledge and confirm that the enhanced EDC/IDC levied including any and all statutory charges/ administrative fee shall be reimbursed by the Buyer to Seller within 30 (thirty) days from Seller issuing a notice in this regard to the Buyer. In case of delay in reimbursement of aforesaid amounts, Buyer shall be liable to pay an interest at 12% (twelve percent) per annum, as liquidated damages on the defaulted amounts for the period of delay.

4. ABSOLUTE TRANSFER OF THE COMMERCIAL PLOT

- 4.1. The Parties hereto agree that (a) the title/ ownership to the Commercial Plot along with all the rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Buyer absolutely, irrevocably and forever and free from any Encumbrance (except any encumbrance attributable due to any act or omission of the Buyer and/or its related/ affiliate or group company of BPTP Limited); (b) the Seller has handed over actual, legal, physical unencumbered, unhindered, unfettered, undivided and vacant possession of the Commercial Plot to the Buyer; (c) the Seller has been left with no charge/ debt/ lien on the Commercial Plot of any nature; (d) the sale/ conveyance of the Commercial Plot in favour of the Buyer has been concluded and effected by and under this Deed, and the same is not contingent upon action or occurrence of any future event whatsoever; and (e) this Deed is not terminable in nature.

5. COVENANTS

- 5.1. The Buyer shall be entitled to connect the services with respect to the Commercial Plot with the services laid down by the Seller from the nearest point in the Project without any additional cost or expense. It being clarified that, the Seller shall provide tap off points for sewerage, storm water drain, street lighting, electricity as per sanctioned service plan estimate of the Project, road and water at the boundary of the Commercial Plot once said services are made operational at the site, from where the Buyer shall connect the internal infrastructure of the Commercial Plot at its own cost and expense.
- 5.2. Notwithstanding anything contained herein, the Seller shall not be liable to any claim from the customers/third party to whom Buyer may sell the Commercial Plot or any saleable area of the Commercial Plot or any structure constructed thereon, however, the foregoing shall not relieve the Seller from any obligations pertaining to development of the internal infrastructure in the Project (excluding internal services to be developed by the Buyer on the Commercial Plot) including the services, in terms of the approvals obtained / to be obtained by the Seller for the Project. The Buyer agrees and undertakes that, it shall not use the name or brand name of the Seller in relation to the construction, development, marketing and sale of the Commercial Plot (other than use of Project name for the purpose of address of the Commercial Plot and saleable area therein) in a manner that it appears Commercial Plot is being developed in collaboration with the Seller.



For Countrywide Promoters Pvt. Ltd.
Ashish Kumar
Authorized Signatory

- 5.3. Buyer shall have the sole right to (a) develop the Commercial Plot without seeking any consent from the Seller, and/or (b) carry out fragmentation/ sub-division of the Commercial Plot in any manner as it may deems fit, and in this regard the required changes/ approval of the layout/ zoning/ demarcation would be carried out and and the Seller shall not object to the Buyer constructing or continuing the development and/or carrying out the construction of buildings / structures on the Commercial Plot; provided the same is done in accordance with Applicable Laws and the Seller is not required to incur any costs and liabilities and/or obtain any change in Approved Layout Plan other than the changes proposed within the Commercial Plot. With regard to the foregoing, the Seller shall, at the cost and expense of the Buyer, provide its reasonable assistance and co-operation to the Buyer provided however that the Seller shall not be required to incur any costs, assume any liabilities and/or obtain any change in Approved Layout Plan other than the changes proposed within the Commercial Plot. Further, the Seller shall not impede/cause hindrance to the Buyer or its agents from developing the said Commercial Plot or making sale / marketing of the saleable area of the Commercial Plot in any manner whatsoever, without any cost / obligation / liability being assumed by the Seller or created on the Seller in any manner whatsoever. Further, the Seller shall extend reasonable assistance and co-operation to the Buyer in obtaining any sanctions/approvals with respect to the development of the Commercial Plot.
- 5.4. The Buyer agrees that it shall be responsible for internal development of the Commercial Plot at its own cost and expense. However, the Seller shall be responsible to develop the internal developments in the Project (excluding internal services to be developed by the Buyer on the Commercial Plot) in terms of the approvals obtained/ to be obtained by the Seller for the Project.
- 5.5. Notwithstanding anything contained in Clause 3.1 above, any and all charges, taxes (including in relation to this sale (other than direct taxes of the Seller), levies, and cesses of whatsoever nature that may be levied in relation to the Commercial Plot and/ or the Total Lands (to the extent proportionate to the Commercial Plot) including any retrospective charges, taxes, levies and cesses shall be borne by the Buyer to the exclusion of the Seller.
- 5.6. That the Seller shall, from time to time, and upon every request of the Buyer, assist and support the Buyer for such acts, deeds and things which may be necessary for perfecting the title of the Buyer over the said Commercial Plot.
- 5.7. The Buyer shall be entitled to and shall have all the rights and entitlements to have the said Commercial Plot recorded in its name in the records maintained by the government authorities to reflect the name of the Buyer as the owner of the said Commercial Plot. The Seller confirms that it shall, at the cost and expense of the Buyer, provide necessary assistance and execute all such documents that may be required by the Buyer *inter alia* for recording the Buyer's name in the government records.



For Countrywide Promoters Pvt. Ltd
Ashutosh Kumar
Authorized Signatory

6. REPRESENTATION & WARRANTIES

6.1. Relying on the representations, warranties, and covenants made to the Buyer under the Sale Deed, and basis the assumption that the same are true, accurate, complete and not misleading in any manner as of the execution date of the Sale Deed, the Seller hereby represents and warrants to the Buyer that (“**Representation & Warranties**”):

6.1.1. it is a duly organized and validly existing company under the Applicable Laws and has the power and authority to execute, deliver and perform this Deed;

6.1.2. it is the absolute owner of the Commercial Plot and has not entered into any understanding / agreement to sell, receipt and/ or created any third party right except in favour of the Buyer herein. The title and possession of the Seller to the Commercial Plot is actual, unfettered, clear and marketable and free from all Encumbrances (except any encumbrance attributable due to any act or omission of the Buyer and/or its related/ affiliate or group company of BPTP Limited). The Seller has neither done nor been a party to any act whereby the rights, titles or interests (of whatever description) in relation to the Commercial Plot is or may in any way be impaired or whereby it is or may be prevented from transferring absolutely the Commercial Plot to the Buyer;

6.1.3. the Commercial Plot and all parts of it are free from all kinds of registered or unregistered Encumbrances whatsoever (except any encumbrance attributable due to any act or omission of the Buyer and/or its related/ affiliate or group company of BPTP Limited). . Seller has not entered into any arrangement(s) for sale or alienation of the Commercial Plot in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Commercial Plot in any manner whatsoever;

6.1.4. it is in actual physical and unhindered possession of the Commercial Plot. No third party has any tenancy, *gair maurusi*, part interest or any other types of rights/ interest in the Commercial Plot. The Seller has not sold any portion of the Commercial Plot or have not entered into any arrangement for sale of the Commercial Plot and/or floor space index (FSI) pertaining to the Commercial Plot. The Seller has not created any third party rights on the Commercial Plot;

6.1.5. the Commercial Plot is duly bound and demarcated and there are no boundary disputes in respect of the Commercial Plot and there is no encroachment on the Commercial Plot by any third party whatsoever;

6.1.6. there are no pathways, canals, high tension wires etc. passing through the Commercial Plot. The Commercial Plot or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities;

6.1.7. the License is valid and subsisting. The Seller has not defaulted on any of the terms and conditions of the License or the Applicable Laws with respect to the



For Countrywide Promoters Pvt. Ltd.
Ashutosh Kumar
Authorized Signatory

Project / Commercial Plot and no events have occurred which may cause either of the License to become void or voidable or rescind at any time;

- 6.1.8. there are no pending litigations or proceedings in any court of law or tribunal or arbitration or any *lis-pendens*, nor is there any attachment or injunction on the Commercial Plot or the License or development potential thereof or in respect of the development thereof;
- 6.1.9. there is no easement, impediment, prohibition, restriction under any contract or Applicable Laws or negative covenant running with the Commercial Plot / Project, whereby Seller is in any manner being restrained, prohibited, prevented from in any manner transferring/ selling the Commercial Plot in favour of the Buyer or which could affect the rights of the Buyer in respect of the Commercial Plot under this Deed;
- 6.1.10. there is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of the Commercial Plot / Total Lands / Project or any part thereof and/or preventing or restraining Seller from entering into this Deed or which could affect the rights of the Buyer under this Deed. There is no proceeding pending under the Income Tax Act, 1961 in respect of the Commercial Plot / Total Lands / Project which could affect the transaction hereunder or the rights of the Buyer under this Deed. There is no requirement to obtain any permission for sale / transfer of the Commercial Plot under the income tax laws;
- 6.1.11. it has, upto the execution date hereof, paid all charges/taxes/levies/ cesses payable to any authority in relation to the Project (including Commercial Plot) and paid stamp duties on the Sale Deed vesting the Total Lands including the Commercial Plot in favour of the Seller and all other amounts and outgoings payable to all authorities qua the Total Lands / Commercial Plot;
- 6.1.12. the Commercial Plot or any part thereof is not required to be surrendered or handed over for road widening or any other reservations of any nature to any government or semi-government or any other authority;
- 6.1.13. there is no temple, mosque, church or any other place of worship including trees on the Commercial Plot or any portion thereof. No part of the Commercial Plot is dedicated orally or in writing to religious or charitable uses or used as a place of worship;
- 6.1.14. there have been no proceedings initiated; no notices been served on and/or received by Seller; and no orders affecting or relating to the Commercial Plot nor any part thereof;
- 6.1.15. the Commercial Plot is contiguous and there is no landlocked land owned by any third party within the Commercial Plot;



For Countrywide Promoters Pvt. Ltd
Ashutosh Kumar
Authorized Signatory

- 6.1.16. there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority, preventing or restricting the undertaking of any development on the Commercial Plot or any part thereof;
- 6.1.17. neither the Commercial Plot nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones or any notified area/zone which prevents, prohibits or restricts the development / construction on the Commercial Plot, in any manner and no notice has been received by the Seller from any governmental authority in this regard;
- 6.1.18. neither the Commercial Plot nor any part thereof is reserved for any public use or purpose and / or included in any public scheme of any governmental authority or any other public body;
- 6.1.19. all EDC / IDC charges in respect of the Commercial Plot / Project, which is due and payable till date have already been paid and no EDC/IDC demand is raised or due and payable to DTCP;
- 6.1.20. the Buyer shall, upon execution of this Deed, have the right to utilize and commercially exploit the available floor area ratio available on the said Commercial Plot as per the License and the Act;
- 6.1.21. has not offered for sale/allotment, nor taken any monies, or otherwise sold any units/plots/saleable area in the Commercial Plot to any third party customer/ purchaser;
- 6.1.22. the said Commercial Plot has access through the 24 meter wide internal circulation road;
- 6.1.23. the zoning and demarcation of the Project / Commercial Plot has been sanctioned by the DTCP vide drawing / memo no. ZP-1418/AD(NK)/2020/15873 dated 07-04-2020
- 6.1.24. the completion certificate of the Project has been obtained by the Seller from DTCP vide memo no. LC-4002-JE-(SK)/2022/733 dated 07-01-2022.
- 6.2. In addition to the representation and warranties under Clause 6.1 above, the Seller hereby represents and warrants to the Buyer that, the execution and delivery of this Deed as per the terms hereof and the performance of the transaction contemplated herein has been duly authorised by its directors/ shareholders (as required under Applicable Law) and all necessary corporate or other action of Seller; the execution and registration of this Deed by Seller and the consummation of the transaction contemplated hereunder shall not (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or



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both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

6.3. The Buyer hereby represents and warrants to the Seller that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Agreement:

6.3.1. it is duly incorporated and validly existing under the laws of its jurisdiction;

6.3.2. it has the power and authority to execute, deliver and perform this Agreement subject to the terms contained therein;

6.3.3. this Agreement has been duly and validly executed by it and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

6.3.4. no order has been made by a court of competent jurisdiction and no resolution has been passed for its winding up or for a provisional liquidator or receiver to be appointed in respect of its assets;

6.3.5. no order has been made by a court of competent jurisdiction or arbitral tribunal which prohibits the Buyer from entering into and executing this Agreement nor it is restricted by any agreement executed by the Buyer; and

6.3.6. the funds proposed to be utilized by it for the purpose of consummation of this transaction have been / shall be earned / arranged by it through valid and legal means.

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

Any benefit arising on account of any reduction in taxes, levies, duties, charges payable in respect of the Commercial Plot after the execution of this Deed, notwithstanding that such benefit relates to a period prior to the execution date hereof, shall accrue to the account of the Buyer and the Seller shall not have any claim on such benefits.

8. **INDEMNITY**

8.1. Without prejudice to the rights and remedies of Buyer stated in this Deed and any other rights and remedies available under law and equity to the Buyer, the Seller do hereby indemnify, defend and hold and agree to fully indemnify the Buyer and its directors, officers, representatives and employees ("**Indemnified Party**") hold harmless from and against any and all actions, suits, judgment, forfeitures, proceedings, misrepresentation, claims, demands, liabilities, losses, costs and expenses (including costs of defense, settlement and attorneys' fees) or damages (excluding indirect or consequential damages / losses) which may be incurred or suffered by the Indemnified Party or which may arise or occur or be taken or sought against the Indemnified Party due to or in connection with any misrepresentation,



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Authorized Signatory

breach of any of the representations & warranties and/or covenants of the Seller under this Deed. The liability of the Seller under this Deed shall not be affected by any change in its constitution, ownership or corporate existence or structure or any other similar change or its winding up/ or its absorption, merger or amalgamation with any other company, corporation or concern or takeover of management by any other company or concern.

- 8.2. Notwithstanding anything contained in this Deed, the Parties agree and acknowledge that, the Seller has, for making the representations, warranties and covenants under this Deed completely and entirely relied on the representations, warranties and covenants made to the Seller under the Sale Deed and the obligations assumed by the Buyer and its affiliates/ group companies under the Sale Deed. The Buyer agrees and acknowledges that, the Seller shall not be deemed to be in breach of or otherwise made liable in any manner whatsoever for any breach of the Seller's representations, warranties, covenants or obligations under this Deed which arises out of or is related to or is otherwise attributable to any breach of representations, warranties, covenants and obligations of the Buyer and/or its affiliates/ group companies under the Sale Deed or any breach of Buyer's obligations under this Deed and the Commercial Plot ATS. The Buyer further agrees and acknowledges that, the Buyer shall not raise any dispute or make any claim whatsoever against the Seller, in relation to any breach of representation, warranty, covenant and obligation of the Seller under this Deed, in the event the same is caused on account of or attributable to breach of Buyer's and/or Erstwhile Owners' representation, warranty, covenants and obligations under the Sale deed and the Commercial Plot ATS.

9. JURISDICTION

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

10. STAMP DUTY, REGISTRATION FEES AND COSTS

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

11. NOTICES

All notices, approvals, instructions and other communications for the purposes of this Deed or the contemplated transaction shall be given in writing by personal delivery, email or by sending the same by speed post/ registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Clause 11. All notices referred in this Deed or other communications shall be deemed to have been delivered (a) in case of delivery by hand, when hand delivered to the other Party and acknowledgement being given at the time of delivery; or (b) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (c) if



For Countrywide Promoters Pvt. Ltd.
Ashwini Kumar
Authorized Signatory

sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

If to the Buyer:

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

If to Seller:

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

12. SUPERSEDE AND ENTIRE UNDERSTANDING

This Deed, along with all the schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings and correspondence including the Commercial Plot ATS and any other collaboration agreements, development agreements, memorandum of understanding, power of attorneys, agency agreements entered into by the Seller vis-à-vis any third party in respect of the Commercial Plot or any part thereof, and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

13. FURTHER ASSURANCES

- 13.1. The Seller shall and will, from time to time, and at all times hereinafter, do all such acts, deed and things as may be required by the Buyer in relation to the Commercial Plot including but not limited to providing all necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Buyer as may be required.
- 13.2. The Parties have executed this Deed without any pressure, duress, influence, coercion from any side.



[Signature page follows]

For Countrywide Promoters Pvt. Ltd.

Authorized Signatory

SCHEDULE-I
Description of Total Lands

Land admeasuring (62K-9M) 7.806 acres situated at village Kheri Khurd, Tehsil and District Faridabad, Haryana						
Jamabandi	Year 2012-13	Year 2017-18				
Village	Khewat/ khatoni	Khewat No.	Khatoni no.	Rectangle No.	Killa No.	Area (Kanal Marla)
Kheri Khurd	80/100	83	107	13	4	8-0
	80/100	83	107	13	5	8-0
	80/100	83	107	12	1/1	4-0
	18/22	18	23	7	16/1	2-19
	18/22	18	23	8	11/2	2-17
	113/139	116	148	7	25	8-0
	14/18	14	19	8	20/1	7-12
	112/138	115	147	8	21	8-0
	112/138	115	147	7	16/3/2/2	0-8
	119/145	121	154	7	16/3/1/1/2	0-4
	43/63	49	68	7	16/2	3-4
	118/144	120	153	7	16/3/1/1/1	0-6
	118/144	120	153	7	16/3/1/2	0-9
	86/106	89	113	12	1/2	4-0
	116/142	118	151	7	15/1	4-0
	116/142	118	151	7	16/3/2/1	0-10

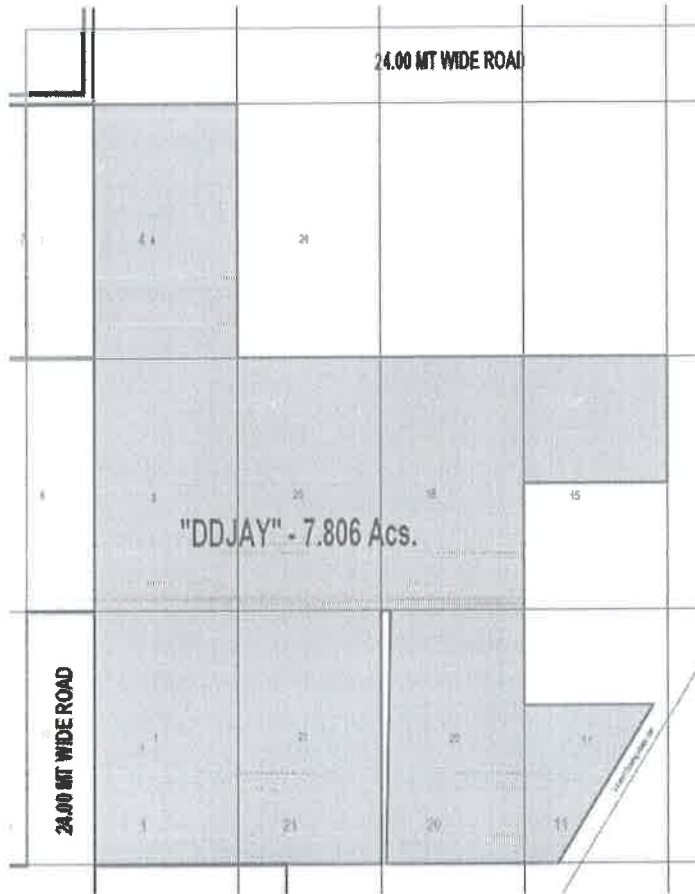


For Countrywide Promoters Pvt. Ltd.

Ashtosh Kumar

Authorized Signatory

**SCHEDULE-II
Demarcation of Total Lands**

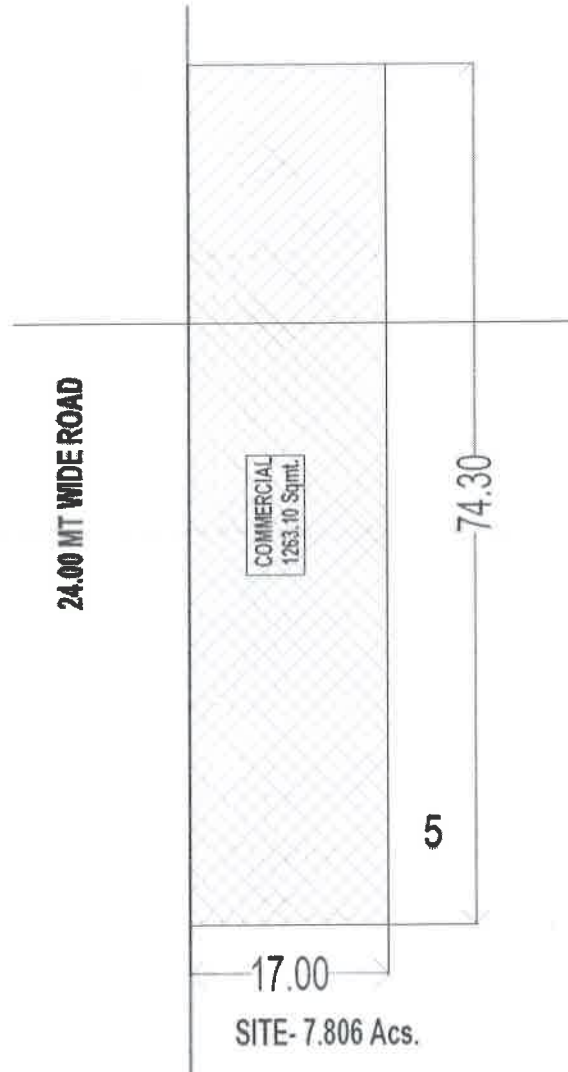


For Countrywide Promoters Pvt. Ltd.

Ashutosh Kumar
Authorized Signatory

SCHEDULE-III
Description of Commercial Plot & Site Plan of Commercial Plot

Village Kherikhurd, Rectangle No. 13//4min & 5min admeasuring 2 Kanal 10 Marla



For Countrywide Promoters Pvt. Ltd.


Ashtosh Kumar
Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have set & subscribed their respective hands and signatures to this Deed on the day, month and the year first hereinabove written.

For and on behalf of the SELLER


 Deepika Bajaj
 Authorised Signatory

For and on behalf of the BUYER


 For Countrywide Promoters Pvt. Ltd.
 Ashutosh Kumar
 Authorised Signatory

WITNESSES:

1.

Name:

Address:


S. K. BATRA
 Advocate
 Distt. & Session Court,
 Sec.-12, Faridabad (Hr.)

2.

Name:

Address:


Kr. Vinay Rawat
 Advocate
 Distt. & Session Court, Faridabad

Reg. No.

Reg. Year

Book No.

1328

2022-2023

1



विक्रेता



क्रेता



गवाह

Violence

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- Ms Godrej Properties Ltd thru Deepika Bajaj

Deepika Bajaj

क्रेता :- Countrywide Promoters P Ltd Thru Ashutosh Kumar

Ashutosh Kumar

गवाह 1 :- S K Batra

S K Batra

गवाह 2 :- Vinay Rawat

Vinay Rawat

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1328 आज दिनांक 05-05-2022 को बही नं 1 जिल्द नं 1 के पृष्ठ नं 132 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 40 के पृष्ठ संख्या 1 से 3 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 05-05-2022



उप/सयुंक्त पंजीयन अधिकारी(फरीदाबाद)

[Signature]