



Indian-Non Judicial Stamp Haryana Government



Date : 04/10/2019

Certificate No. G0D2019J970

Stamp Duty Paid : ₹ 12050000
(Rs. Only)

GRN No. 58205248



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sa propcon Pvt Ltd

H.No/Floor : 114

Sector/Ward : 44

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 0

Others : Etc



Buyer / Second Party Detail

Name : Signature Infrabuild Pvt Ltd

H.No/Floor : 1310

Sector/Ward : Na

LandMark : Dr gopal das bhawan

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 0

Purpose : DEFFICIENCY

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



SALE DEED

Village	:	Dhorka
Tehsil & District	:	Gurugram
Area	:	5.69 Acres Total out of Which 5.11 Acres is licence land
Value	:	Rs 44,09,75,000/-
Stamp Duty	:	Rs 2,20,50,000/-
Stamp No. & Dated	:	G0C2019J3768/03-10-2019
Stamp No. & Dated	:	G0D2019J970/04-10-2019
Pasting & Reg. fees	:	58162283/50005
Issued By	:	Online

This Deed of Sale (Deed) is executed at Gurugram, Haryana on this 4th day of October 2019, by and between:



प्रलेख नं:3810

दिनांक:04-10-2019

डीड संबंधी विवरण		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील हरसरु	गांव/शहर दोरका	स्थित R Zone Com Ind Inst.
भवन का विवरण		
भूमि का विवरण		
कृषि चाही	45 Kanal 10 Marla	
धन संबंधी विवरण		
राशि 440975008 रुपये	कुल स्टाम्प ड्यूटी की राशि 22048750 रुपये	
स्टाम्प नं : G0C2019J3720	स्टाम्प की राशि 101 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	E:Challan:58162283	पेस्टिंग शुल्क 3 रुपये
DeficiencyStampno: G0C2019J3768G0D2019I970	DeficiencyGranno: 5816180858205248	DeficiencyAmt: 1000000012050000
Draited By: GYAN CHAND JOLANIA ADV		Service Charge:200

यह प्रलेख आज दिनांक 04-10-2019 दिन शुक्रवार समय 5:05:00 PM बजे श्री/श्रीमती/कुमारी MS S A PROP CON PVT LTD thru SAURABH RANA OTHER निवास 114 SEC 44 GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
MS S A PROP CON PVT LTD

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

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।

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 04-10-2019
MS S A PROP CON PVT LTD

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी MS SIGNATURE INFRABUILD PVT LTD thru DEVENDER AGGARWAL OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष क्रेता 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 GYAN CHAND पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी SHIV KUMAR SINGH पिता --- निवासी ADV GGM ने की।
साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 04-10-2019

उप/संयुक्त पंजीयन अधिकारी (हरसरु)



Indian-Non Judicial Stamp Haryana Government



Date : 03/10/2019

Certificate No. G0C2019J3768



GRN No. 58161808

Stamp Duty Paid : ₹ 10000000
(Rs. Crore Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: SA propcon Pvt Ltd

H.No/Floor : 114

Sector/Ward : 44

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 0

Others : Etc



Buyer / Second Party Detail

Name : Signature Infrabulid Pvt Ltd

H.No/Floor : 1310

Sector/Ward : Na

LandMark : Dr gopal das bhawan

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 0

Purpose : Sale Deed

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

- (1) **S.A. PROPCON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorised signatory Shri Saurabh Rana S/o Shri Randhir Singh Rana R/o House No. C-4/4049, Vasant Kunj, New Delhi -110070 (Aadhar No. 366916746503) vide board resolution dated 21st August, 2019 (hereinafter referred to as the "**OWNER/VENDOR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

- (2) **SIGNATURE INFRABUILD PRIVATE LIMITED** a company incorporated under the Companies Act, 1956, having its registered office at Unit No. 1310, 13th Floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001, through its authorized signatory vide board resolution dated 30th August, 2019, Shri Devender Aggarwal S/o Late Shri Padam Chand Aggarwal R/o 34, Road No. 61, Punjabi Bagh West, New Delhi (Aadhar No. 534343700054) (hereinafter referred to as the "**Vendee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);



Reg. No.

Reg. Year

Book No.

3810

2019-2020

1



विक्रेता



क्रेता



गवाह

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru SAURABH RANAOTHER MS S A PROPCON PVT LTD

क्रेता :- thru DEVENDER AGGARWALOTHERMS SIGNATURE INFRABUILD PVT LTD

गवाह 1 :- GYAN CHAND

गवाह 2 :- SHIV KUMAR SINGH

प्रमाण पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3810 आज दिनांक 04-10-2019 को बही नं 1 जिल्द नं 19 के पृष्ठ नं 8.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 501 के पृष्ठ संख्या 49 से 50 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 04-10-2019

उप/संयुक्त पंजीयन अधिकारी(हरसरु)

AND

- (3) **RAMPRASTHA PROMOTERS AND DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Company Act, 1956, having its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorised signatory Shri Saurabh Rana S/o Shri Randhir Singh Rana R/o House No. C-4/4049, Vasant Kunj, New Delhi -110070 (Aadhar No. 366916746503) vide board resolution dated 21st August, 2019 (hereinafter referred to as the "**RPDPL/Confirming Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Vendor, the Vendee and RPDPL and are hereinafter collectively referred to as the "**Parties**" and, individually, as a "**Party**".

WHEREAS:

- A. The Vendor represent and warrant that Vendor is the legal and absolute owner and hold an area of land admeasuring approx. 5.69 acres as per details provided in Schedule I situated in revenue estate of Village Dhorka, Sector 95 Tehsil and District Gurugram, Haryana ("**Said Land**").
- B. The Vendor has title, rights and authorities to sell its holdings in the said Land in any manner whatsoever.
- C. The Vendor has entered into Development Rights Agreement in favour of the Confirming Party, granting irrevocable developers rights for development of 5.69 acres together with the right to sell/market the land parcels which forms part of the said land. The confirming party has cancelled the agreement and surrendered its rights over the said land. It has no interest in the development of land admeasuring 5.69 acres.
- D. The Vendor has obtained permission to transfer the above land in favour of Vendee from the office of DTCP vide memo number LC-3714-Asstt.(AK)-2019/231116 Dated 16-09-2019
- E. The Vendor has under the Collaboration Agreement dated 21st October, 2016 registered as document no. 20059, in the office of Sub-Registrar of assurances, Gurugram, with Vendee ("**Collaboration Agreement**"), appointed Vendee as "**Developer**" and irrevocably granted entire development rights including but not limited to the right to develop and transfer completed structures on the said Land, as agreed by Vendee, in sole and absolute discretion, right to lease, right of ownership over buildings, structures, appurtenant constructed on the said Land, right to transfer, easement rights and unrestricted access rights, with respect to the structures and the said Land together, with the right to market/sell the said Land and structures thereto, in its own name, and receive the entire consideration thereof in its own name and peaceful and actual physical possession delivered at the site along with all structures and fixtures, stands upon the land parcel, under consideration of





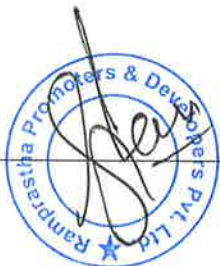
the said land in favor of Vendee, for the development of Residential/Commercial Project.

- F. The Vendor has given irrevocable Power of Attorney in favor of the Vendee/its representative in respect to the said Land, for its development, coupled with the various powers, duly registered, as document no. 680 dated 21st October, 2016 in the office of Sub-Registrar of Assurances, Gurugram.
- G. The Vendors has offered to sell free, from all/any encumbrances, to the Vendee, the said Land including development rights, for a consideration payable in the manner set out herein.
- H. The Vendee has accepted the said offer and agreed to purchase the said Land for the consideration, (as defined below), with all rights of unfettered ownership and possession along with all rights of easements.
- I. The Parties now wish to record the terms and conditions of the sale, transfer and the conveyance of the said Land by Vendors, to and in favor of Vendee, and have accordingly entered into this Deed.
- J. The Company has accepted the said offer and agreed to purchase the Said Land for the Consideration (as defined below).
- K. The Parties now wish to record the terms and conditions of the sale, transfer and conveyance of the Said Land by Vendor and RPDPL to and in favour of Company, and have accordingly entered into this Deed.

IN CONSIDERATION OF THE REPRESENTATIONS, PROMISES AND MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THIS DEED WITNESSETH AS FOLLOWS:

1. CONVEYANCE

- 1.1. The Vendor hereby grants, conveys and transfers by way of sale in favour of the Vendee, the said Land and every part thereof together with the rights, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, appurtenances or any other things belonging to or appurtenant to the Said Land to hold, possess and enjoy forever, free from all encumbrances and any other statutory charges.
- 1.2. In consideration of the sale and conveyance of the Said Land by Vendor, to, and in favour of Vendee, the Vendee is hereby paying an amount of Rs. 440,975,000/- (Rupees Forty Four Crores Nine Lacs Seventy Five Thousand only) (Consideration) in the manner mentioned below, as the full and final consideration for such sale and conveyance and the said Consideration has been received by the Vendor and the Confirming Party. The Parties agree that the amount of Consideration is subject to deduction of TDS @ 1.00%.





1.2.1. An amount of Rs. 243,400,000/- (Rupees Twenty Four Crores Thirty Four Lakhs only) has already been paid to the Vendor by the Vendee, which the Vendor hereby acknowledge and confirm in the manner stated below;

UTR No./Cheque no.	Date	Amount	Name of Bank	In favour of
000038	25-Oct-16	10,000,000	HDFC Bank	S.A. Propcon Pvt Ltd
000039	25-Oct-16	10,000,000	HDFC Bank	S.A. Propcon Pvt Ltd
000040	25-Oct-16	10,000,000	HDFC Bank	S.A. Propcon Pvt Ltd
000041	25-Oct-16	10,000,000	HDFC Bank	S.A. Propcon Pvt Ltd
000042	25-Oct-16	10,000,000	HDFC Bank	S.A. Propcon Pvt Ltd
HDFCR52017092854628821	28-Sep-17	10,000,000	HDFC Bank	S.A. Propcon Pvt Ltd
YESBR52019032661637407	26-Mar-19	51,400,000	YES Bank	S.A. Propcon Pvt Ltd
YESBR52019032761658849	27-Mar-19	50,000,000	YES Bank	S.A. Propcon Pvt Ltd
YESBR52019032861742375	28-Mar-19	57,000,000	YES Bank	S.A. Propcon Pvt Ltd
HDFCR52019100398232954	03-Oct-19	25,000,000	HDFC Bank Limited	S.A. Propcon Pvt Ltd
		243,400,000		

1.2.2. An amount of Rs. 103,263,350/- (Rupees Ten Crores Thirty Two Lakhs Sixty Three Thousand Three Hundred Fifty only) is being paid by the Vendee to the Vendor simultaneously with the execution of this Deed in the following manner:

Cheque No./UTR NO.	Date	Amount	Name of Bank	In favour of
HDFCR52019100498471835	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498471844	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498466681	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED





HDFCR52019100498471862	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498471873	04-Oct-19	13,263,350	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498473096	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498473099	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498466686	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498466690	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
HDFCR52019100498473137	04-Oct-19	10,000,000	HDFC Bank Ltd	S.A. PROPCON PRIVATE LIMITED
		103,263,350		





1.2.3. An amount of Rs. 89,901,900/- (Rupees Eight Crores Ninety Nine Lacs One Thousand Nine Hundred only) has been paid by the Vendee to the Confirming Party, which hereby is acknowledged and confirmed in the following manner stated below:

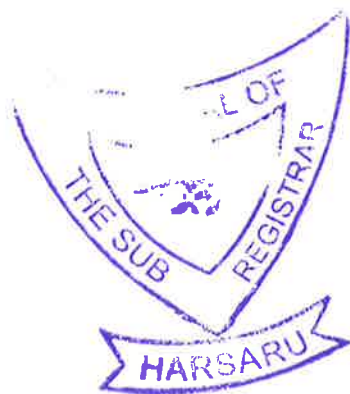
UTR No.	Date	Amount	Name of Bank	In favour of
HDFCR52017040393184116	3-Apr-17	17,500,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52017040393184120	3-Apr-17	17,500,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52017040393185281	3-Apr-17	17,500,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52017040393186501	3-Apr-17	17,500,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52018070284528689	3-Jul-18	10,000,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52018102299035090	22-Oct-18	5,000,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52018103150535527	31-Oct-18	2,200,000	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
HDFCR52019042575341440	25-Apr-19	2,701,900	HDFC Bank	Ramprastha Promoters & Developers Pvt Ltd.
		89,901,900		

All above payments are mentioned after deduction of TDS @ 1%. The Vendee agrees to provide TDS certificates and challans to the respective parties within prescribed time.

2. REGISTRATION, APPROVALS AND CONSENTS

The Vendee hereby declare, covenant and agree that they have, and will solely be liable and responsible to obtain and maintain any and all necessary and incidental consents, permissions, clearances, approvals and licenses as may be required or





deemed necessary to acquire the Said Land (Consents). The Vendee will at its sole cost and expense take all such steps and actions as may be necessary to obtain all Consents from any person/authority appointed by the Government of Haryana in this behalf.

3. POSSESSION AND OTHER RIGHTS

- 3.1. The Vendor hereby confirm that vacant, peaceful, unencumbered and lawful possession of the Said Land including appurtenant thereto is handed over to Vendee simultaneously at the time of execution and registration of this Deed.
- 3.2. The Vendor accept that Vendee from such date of possession of the Said Land shall have full rights to enjoy vacant and peaceful possession of the Said Land and shall have all and any rights including right to cause construction and development and right to lease, assign, alienate, transfer, deal with, dispose off or agree to sell the Said Land and/or parts thereof including the building(s) and structures to be constructed thereof and thereon without any demur or objection from Vendors and such rights may be exercised by Company in any manner deemed fit by Company.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. The Vendor hereby represent and warrant that:

- (a) They have clear and marketable title to the Said Land as a whole, and has good title, right, full power, absolute authority and capacity to enter into this Deed;
- (b) Upon the execution and registration of Deed, Collaboration Agreement executed between Vendors & Vendee shall stand cancelled and it shall have no effect from the date of this Deed.
- (c) They are in peaceful possession and enjoyment of the Said Land and that it has no tenants, occupants or squatters on the Said Land;
- (d) The Said Land is free and clear of any encumbrances, mortgages, charges, lien, attachments, claims, demands, adverse possession or acquisition proceedings of any kind whatsoever;
- (e) No other persons have any right, title, interest or claim against the Said Land and there are no tenants or occupants, authorized or unauthorized, in the Said Land and no third party rights have been created by Vendors;
- (f) There are no pending condemnations or similar proceedings affecting the Said Land or any portion thereof, nor Vendor has received any notice of any such proceedings;
- (g) The Vendor has not received any notice for acquisition or requisition of any portion of the Said Land;
- (h) There are no actions, suits or proceedings pending or for which Vendor has received a notice or affecting the Said Land or any portion thereof, or interest





therein, or relating to or arising out of the ownership of the Said Land, in any court or before or by any federal, state, county or municipal department;

- (i) There are no contracts or agreements affecting the rights, title or interest in respect of the Said Land that Company acquires under this Deed including any power of attorney in respect of the Said Land;
- (j) All taxes with respect to the Said Land have been paid in full through the date hereof and any liability or claim arisen in respect thereto relating to the period prior to the date of this Deed shall be paid and borne by Vendors;
- (k) There is no litigation, claim, audit, action or proceeding pending or threatened for which a notice have been received by Vendors before or by any court, public board or governmental body or administrative agency or instrumentality in respect of the Said Land;
- (l) To the best of the Vendors knowledge, (a) no prior owner or any user or tenant or operator of the Said Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials in, on or about the Said Land other than in compliance with applicable environmental laws; and (b) no hazardous materials are currently, or have ever been, located at, on, in, under or about the Said Land;
- (m) Vendor has not generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials;
- (n) Vendor has not released, emitted, discharged, leached, dumped or disposed of any hazardous material from the Said Land, at, into, onto or under the Said Land;
- (o) It has the power to enter into and perform the execution of this Deed, and upon execution hereof, this Deed will constitute legal, valid and binding obligations on it; and
- (p) to the best of their knowledge, the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it is a party and would not be against any court order, judgment or decree applicable to it/the Said Land.
- (q) All of the representations and warranties contained in this Clause 4.1 shall be valid and true from the Effective Date.

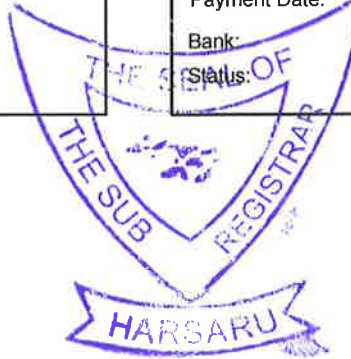
4.2. Vendee hereby represents and warrants that:

- (a) it has the absolute power and authority to execute this Deed and to carry out our obligations/undertakings contained in this Deed;
- (b) the entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it is a party and would not be against any court order, judgment or decree applicable to it; and
- (c) all of the representations and warranties contained in this Clause 4.2 shall be valid and true from the Effective Date.



DDO Code: 0370	E - CHALLAN		Candidate Copy
Government of Haryana			
Valid Upto: 10-10-2019 (Cash) 04-10-2019 (Chq./DD)			
GRN No.: 0058162283	Date: 03 Oct 2019 19:40:54		
Office Name: 0370-NIAB TEHSILDAR HARSURU			
Treasury: Gurgaon			
Period: (2019-20) One Time			
Head of Account		Amount	₹
0030-03-104-97-51 Pasting Fees		5	
0030-03-104-99-51 Fees for Registration		50000	
PD AcNo 0			
Deduction Amount: ₹		0	
Total/Net Amount: ₹		50005	
₹ Fifty Thousands Five Rupees			
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-			
PAN No:			
Tenderer's Name: Signature Infrabuid Private Li			
Address: Delhi -			
Particulars: Pasting Registration fees			
Cheque-DD- Detail:			
Depositor's Signature			
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No:		000150907183803102019	
Payment Date:		03/10/2019	
Bank:		SBI Aggregator	
Status:		Success	

DDO Code: 0370	E - CHALLAN		AG/ Dept Copy
Government of Haryana			
Valid Upto: 10-10-2019 (Cash) 04-10-2019 (Chq./DD)			
GRN No.: 0058162283	Date: 03 Oct 2019 19:40:54		
Office Name: 0370-NIAB TEHSILDAR HARSURU			
Treasury: Gurgaon			
Period: (2019-20) One Time			
Head of Account		Amount	₹
0030-03-104-97-51 Pasting Fees		5	
0030-03-104-99-51 Fees for Registration		50000	
PD AcNo 0			
Deduction Amount: ₹		0	
Total/Net Amount: ₹		50005	
₹ Fifty Thousands Five only			
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-			
PAN No:			
Tenderer's Name: Signature Infrabuid Private Li			
Address: Delhi -			
Particulars: Pasting Registration fees			
Cheque-DD- Detail:			
Depositor's Signature			
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No:		000150907183803102019	
Payment Date:		03/10/2019	
Bank:		SBI Aggregator	
Status:		Success	



* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

5. **INDEMNITY**

The Vendor hereby undertake and agree to indemnify and keep indemnified the Vendee, its directors, shareholders, officers, employees and agents harmless from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, obligations, charges, costs and expenses, including, without limitation, reasonable attorneys' fees and costs arising due to (i) representation and warranties made by the Vendors in this Sale Deed being untrue and/or (ii) any flaw, defect or deficiency in the title of the Vendors in the Said Land and/or (iii) in respect of liabilities arising in respect of the Said Land for a period up to the date of execution of this Deed under the Income Tax Act, 1961 or under any other law for the time being in force.

6. **MISCELLANEOUS**

Each party will bear its own costs and expenses incidental to the preparation of this Deed. The Vendee will bear the cost of stamp duty, registration of sale deed and such other expenses / costs related to registration of the sale deed.

7. **GOVERNING LAW**

This Deed will be governed by the laws of India. The courts in Haryana will have the exclusive jurisdiction to deal with all matters and/or disputes concerning this Deed.

8. **AMENDMENTS**

No modification, alteration or amendment of Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.






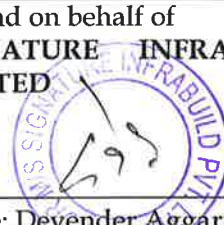



ANNEXURE-A

Land Admeasuring 45 Kanal 10 Marla or 5.69 Acres situated at Village Dhorka, Sector 95, Gurugram , Haryana

<u>VILLAGE</u>	<u>KHEWAT</u>	<u>RECT.NO.</u>	<u>KILA NO.</u>	<u>K-M</u>	<u>JAMABANDI YEAR</u>
Dhorka	88/92	11	3	8-0	2013-14
			8	8-0	
		3	18/2	2-0	
			19/2	2-0	
			20/1/2	1-18	
			21/2	7-12	
			22	8-0	
			23	8-0	

45-10
5.69Acres

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day, month and year first above written in the presence of the following witnesses:

For and on behalf of S.A. PROPCON PRIVATE LIMITED  Name: Saurabh Rana Designation: Authorised Signatory	For and on behalf of SIGNATURE INFRABUILD PRIVATE LIMITED  Name: Devender Aggarwal Designation: Authorised Signatory
For and on behalf of RAMPRASTHA PROMOTERS AND DEVELOPERS PRIVATE LIMITED  Name: Saurabh Rana Designation: Authorised Signatory	
WITNESS NO. 1  GYAN CHAND JOLANIA ADVOCATE Name Address DISTT. COURTS GURUGRAM	WITNESS NO. 2  SHIV KUMAR SINGH Advocate Name Address Distt Courts, Gurugram


Drafted By

GYAN CHAND JOLANIA
Advocate
Distt. Courts, Gurugram

