

 Type of Deed Village Unit Land Type of Property Transaction Value Stamp duty Stamp Certificate No. Stamp GRN Registration Fee Registration GRN No.: 	69056599 & 69563698
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BETWEEN

For RECEPTIVE BUILDWELL LLP Tatender Jitendel Partner/Auth.Sign.

प्रलेख न:3874 दिनांक:24-11-2020 डीड सबंधी विवरण डीड का नाम SALE URBAN AREA OUTSIDE MC तहसील/सब-तहसील Manesar गांत/शहर बढा बढा बढा स्थित Badba शहरी - म्युनिसिपल क्षेत्र सीमा के बाहर अन्य क्षेत्र THT : BADHA MANESAR GGM भवन का विवरण 1 भूमि का विवरण कृति चाही 12 Kanal 18 Maria Bac AFAT > 473/1,474/1,364/1 धन सबंधी विवरण राशि 49687500 स्पर्व कुन स्टाम्प इयूटी की राशि 2484375 रुपवे स्टाम्प नं : GOF 2020K14/9 स्टाम्प की राष्टि 2109500 रूपवे रजिस्ट्रेशन कीस की साथि 50000 रुपये पेस्टिंग शुल्क 3 कपर्य FChallen:69056718 DeficiencyStampno: G0U2020K1320 DeficiencGrana: 69563698 DeficiencyAmt: 375000 Drafted By: MANISH KUMAR SAINI ADV GGM Service Charge 200

JITENDER WADHAWANOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

यह प्रतेख आज दिनांक 24-11-2020 दिन मंगलवार समय 12:37:00 PM बजे श्री/श्रीमती/कुमारी मैसर्ज रिसेप्टीव बिल्डवेल एल एल पीतिय

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उप/सर्युनत पंजीयन अधिकारी (Maneser)

हस्ताक्षर प्रस्तुतकर्ता मैसजे रिसेप्टीव बिल्डवेल एल एल पी

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अपिनियम 1975 की धारा 7-ए के जंतमेत अपिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सर्वापेत विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है |

प्रतेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की घारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को

पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 24-11-2020 गैराजे रिरोप्टीव बिल्डवेन एस पूल पी

उप/सर्युक्त पंजीयन अधिकारी (Manesar)

उपरोक्त केताब औश्वीमती/कुमारी SMART ARENA HOMETOWN LLP thru NAVEEN KURELEOTHER हाजिर है । प्रस्तुत प्रमेश के तच्या को दोनों पशों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि केता ने मेरे समक्ष तिकेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया दोनों पक्षों की पहचान औरश्रीमती/कुमारी MANSIH KUMAR SAINI गिता — निवासी ADV GGM व अध्विमतीप्रकुमारी ATUL KUMAR VERMAपिता VIRENDER KUMAR VERMA निवासी G 114 PARWANA ROAD PITAMPURA SARASWATI VIHAR DELLIP 1

साशी नें:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साझी नें:2 की पहचान करता है |

दिनांक 24-11-2020

उप/सर्युक्त पंजीयन अधिकारी(Manesar)



M/S RECEPTIVE BUILDWELL LLP. (LLPIN: AAS-4888), a Limited Liability Partnership Firm duly incorporated under LLP Act., 2008 having its Registered office at Shop No. 134A, Ground Floor Old Rohtak Road, KishanGanj Market, Delhi - 110007 (PAN - ABBFR1882P) through its Designated Partner Mr. Jitender Wadhawan S/o Om Prakash Wadhawan (Aadhar No. 3224 4344 3848) who is authorized vide Resolution passed by its Partners in the meeting held on 05/11/2020, Copy of the said Resolution is attached herewith as Annexure-I)(hereinafter calledVENDOR (which expression shall unless repugnant to the context and meaning hereof mean and include them and their respective heirs, legal representatives, administrators, executors and assignees etc.) of the **FIRST PART**.

AND

For RECEPTIVE BUILDWELL LEP PEERA Jitendel Titende

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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3874 आज दिनांक 24-11-2020 को बही नं 1 जिल्द नं 270 के पृष्ठ नं 156.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1151 के पृष्ठ संख्या 4 से 6 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 24-11-2020

उप/सयुंक्त पंजीयन अधिकारी(Manesar)

उप/सय्ंक्त पंजीयन अधिकारी

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M/S SMART ARENA HOMETOWN LLP.(LLPIN: AAU-0516), a Limited Liability Partnership Firm duly incorporated under LLP Act., 2008having its Registered office at B-20, Second Floor, Maharani Bagh, New Delhi – 110065 (PAN-AEGFS8085K) through its Designated Partner Mr. Naveen Kurele S/o Sh. O.P.Kurele (Aadhar No. 84272874 3658) who is authorized vide Resolution passed by its Partners in the meeting held on 05/11/2020Copy of the said Resolution is attached herewith as Annexure-II), hereinafter called the "VENDEE" (which expression shall unless repugnant to the context and meaning hereof mean and include its heirs, legal representatives, administrators, executors and assignees etc.) of the SECOND PART.

WHEREAS the **VENDOR** is the absolute owner and in actual physical, vacant & peaceful possession of Agricultural Land area admeasuring 12 Kanal18 Marla Salam comprises in Khewat/Khata No. 473/478, Rectangle No.10, Field No.12/2/2(3-14), 13/1/1 (3-6), Khewat/Khata No. 474/479, Rectangle No.10, Field No.12/1/2 (4-5), Khewat No. 364/1 Khata No. 369/2, Rectangle No.10, Field No.19/1/1(1-13) total field 4, situated within the revenue estate of village Badha, Tehsil Manesar District Gurugram (Haryana)as per Mutation No. 3375 dated 29.10.2020, Mutation No. 3385 dt. 23.11.2020 vide Fard jamabandi year 2017 - 2018 (herein after referred to as the said LAND.

AND WHEREAS the Vendor to meet up the lawful needs and necessities of business and future development of the business, herein being desirous of selling the said land i.e. Agricultural Land area admeasuring 12 Kanal 18 Marla Salam comprises in Khewat/Khata No. 473/478, Rectangle No.10, Field No.12/2/2(3-14), 13/1/1 (3-6), Khewat/Khata No. 474/479, Rectangle No.10, Field No.12/1/2 (4-5), Khewat No. 364/1 Khata No. 369/2, Rectangle No.10, Field No.19/1/1(1-13) total field 4, situated within the revenue estate of village Badha, Tehsil Manesar District Gurugram (Haryana), have decided to and offered to convey, transfer, by way of absolute sale in favour of the VENDEE, the said land

For RECEPTIVE BUILDWELL LLP Literde or/Auth.Sign.

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as described above and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, easement rights, equities, claims, demands, privileges, appurtenances or any other things after due consultation, permission and at the instance of its Board of Directors and the VENDEEafter due consultation, permission and at the instance of its Partners has agreed to purchase the said land for a total mutually agreed sale consideration of Rs.4,96,87,500/- (Rupees Four Crore Ninety Six Lac Eighty Seven Thousand Five Hundred only)on the following terms and conditions:-

Definition and interpretation

In this deed:

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- the 'Vendor' means and includes the owner in physical, vacant & peaceful possession of the said Land.
- ii. the 'Said Land' means Agricultural Land area admeasuring 12 Kanal 18 Marla Salam comprises in Khewat/Khata No. 473/478, Rectangle No.10, Field No.12/2/2(3-14), 13/1/1 (3-6), Khewat/Khata No. 474/479, Rectangle No.10, Field No.12/1/2 (4-5), Khewat No. 364/1 Khata No. 369/2, Rectangle No.10, Field No.19/1/1(1-13) total field 4, situated within the revenue estate of village Badha, Tehsil Manesar District Gurugram (Haryana) as per Mutation No. 3375 dated 29.10.2020, Mutation No. 3385 dt. 23.11.2020 vide Fard jamabandi year 2017 - 2018.
- iii. Words imparting the masculine gender include the feminine and the neuter and vice versa.
- iv. Words imparting the singular include the plural and vice versa.
- v. References to persons include bodies corporate and vice versa.
- vi. Save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.

Save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed, which is so numbered.

For RECEPTIVE BUILDWELL LLP Titendel Titende Partner/Auth.

viii. Possession means actual vacant, peaceful and physical possession of the said land.

AFFIRMATION AND REPRESENTATIONS BY THE VENDOR

WHEREAS the Vendor affirmed, represented, assures the VENDEE that the said land:

- i. That the VENDORis the absolute owner and in actual physical, vacant & peaceful possession of Agricultural Land area admeasuring 12 Kanal 18 Marla Salam comprises in Khewat/Khata No. 473/478, Rectangle No.10, Field No.12/2/2(3-14), 13/1/1 (3-6), Khewat/Khata No. 474/479, Rectangle No.10, Field No.12/1/2 (4-5), Khewat No. 364/1 Khata No. 369/2, Rectangle No.10, Field No.19/1/1(1-13) total field 4, situated within the revenue estate of village Badha, Tehsil Manesar District Gurugram (Haryana) as per Mutation No. 3375 dated 29.10.2020, Mutation No. 3385 dt. 23.11.2020 vide Fard jamabandi year 2017 2018 (herein after referred to as the said Land).
- ii. That Vendor hereby confirms that the erstwhile Owner (the owner of the acquired land at the time of acquisition) was the owner of the land admeasuring 15 Marlaout of land comprised in Rectangle No. 10, Field No. 13/1 (4-1) and 3 Kanal 11 Marla out of Rectangle No. 10 Field No. 19/1 (5-4), which has been acquired vide Notification No. LAC(G) /NTLA/2010/1545 and vide Award No. 5 Dated 14.06.2010 (herein after referred to as the acquired land)in the Revenue Estate of Village Badha, Tehsil Manesar, District Gurugram (Haryana), the compensation of which was already been received by the erstwhile Owner.

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iii. In terms of the confirmation of the erstwhile Owners in the previous Sale Deed, the Vendor agrees to extend the confirmation as received from the erstwhile Owner in favour of the Vendee in the manner that in case the land acquired vide Notification No. LAC(G) /NTLA/2010/1545 and vide Award No. 5 Dated 14.06.2010 admeasuring 15 Marla out of Rectangle No. 10, Field For RECEPTIVE BUILDWELL LLP

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No. 13/1 (4-1) and 3 Kanal 11 Marla out of Rectangle No. 10 Field No. 19/1 (5-4), as mentioned above is released or any part thereof is released by the competent authority at any point of timeafter the execution of this Sale Deed (herein after referred to the released land) in the name of the Vendor, then the Vendee shall have exclusive ownership right, title or interest over the said released land and the Vendor shall not be entitled to claim any right, title or interest over the said released land in any manner whatsoever subject however to the condition that the VENDEE shall refund/repay the amount to the extent of Land released out of Rectangle No. 10, Field No. 13/1 or 19/1 as demanded by the Competent Authority for such release and the VENDOR herein shall not be liable to refund or repay any amount whatsoever to Competent Authority or the VENDEE or any third party in any compare of manner whatsoever with respect to the same " interaction on the convertion the end

- The VENDOR has good, clear and legally marketable title of the iv. said Land and the said Land is possessed by the VENDOR having full right to transfer, sell, convey and/or deal with the same in any whatsoever unrestricted manner.
- The said Land is free from any charges or encumbrance such as V. prior sale, will, exchange, mortgage, gift, lien, lease, collaboration, court decrees, court injunctions, any security, surety, attachment, litigation/dispute, in court, acquisition etc.
- The said Land is not subject to any notice or scheme for vi. acquisition and/or requisition of any authority under any law.
- That there areno dues, outstanding claims, demands penalties, vii. etc. on the said Land for any service, provided by any Government and/or local authority and/or towards any other statutory dues and/or any authority under the law of the land.

The said Land does not have any warehouse, cattle live stock, rising of grass and is purely an agriculture land and has been entered in the records of the appropriate authority accordingly.

For RECEPTIVE BUILDWELL LLP

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- ix. The said land has not been notified under the provisions of the Land Acquisition Act, 1894 or under The Right To Fair Compensation And Transporency In Land Acquisition, Rehabilitation And Resettlement Act, 2013 either for the planned development by the Government and/or any other authority or for any other purposes.
- The said Land is not subject of any execution of General or Special Power of Attorney, mortgage, transfer, assignment, collaboration and encumbrance by the VENDOR in favour of any other person prior to the date of execution of this present Sale Deed.

AND WHEREAS the VENDEE has carried out the due diligence of the said Land and is fully satisfied with the title and rights of the VENDOR in the said Land and as such have agreed to purchase the said Land on the following terms and conditions:

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NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AND THIS DEED WITNESSTH AS UNDER:-

 That the VENDORherein being desirous of selling the said land has decided to hereby grants, conveys, transfers by way sale, the said land and assign unto and in favour of the VENDEE and every part thereof together with the rights, titles and interests therein, with all the benefits advantages, concessions, licenses, easement rights, equities, claims, demands, privileges, appurtenances or any other things and the VENDEE has agreed to purchase the said land for a total sale consideration of Rs.4,96,87,500/- (Rupees Four Crore Ninety Six Lac Eighty Seven Thousand Five Hundred only) The VENDEE has paid the said sale consideration as per below details :

For RECEPTIVE BUILDWELL LLP Titerder Titerder Priner/Auth.Sign.

For PEERAGE BUILDWELL FRIVATE LIMITED Authorised Signatory

Amount (Rs.)	Ch./DD/ RTGS No.	Dated	Drawn on
4,18,71,093/-	UTR No. KKBKR520201 12100675571	21/11/2020	Kotak Mahindra Bank
74,43,750/-	UTR No. KKBKR520201 12100676132	21/11/2020	Kotak Mahindra Bank
3,72,657/-	has been deduct consideration as Act, 1961	ted by the VEN s TDS under j	DEE @0.75% of total sale provisions of Income Tax

The Vendor hereby acknowledges the receipt of entire sale consideration. Now nothing remains due towards the Vendee.

- 2. That the total sale consideration of a sum of Rs.4,96,87,500/-(Rupees Four Crore Ninety Six Lac Eighty Seven Thousand Five Hundred only)as aforementioned is paid by the VENDEE to the Vendor. The Vendor herby confirms that full and final sale consideration has been received from VENDEE and now nothing is due from the VENDEE on account of sale consideration. The sale consideration includes the cost of tube-well, electricity connection, tress, boundary wall, etc.
- 3. The VENDOR being the absolute owner in physical, vacant & peaceful possession of the said land and has a clear and unencumbered title of it and is in actual physical possession of the entire above said land, hereby handover the possession of the land sold under this sale deed to the VENDEE. The VENDEE hereby confirms the receipt of the actual physical possession of the said Land from the VENDOR.

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4. That the said land is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, collaboration, demand, and acquisition proceedings by Government/third party or, in any other manner whatsoever and in case it be found otherwise at any point of time, the VENDOR shall discharge the same from and out of his own funds and keep the VENDEE indemnified at all times. That the VENDOR hereby confirms to the

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For RECEPTIVE BUILDWELLULP

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VENDEE that the VENDOR has paid all the taxes, rates and other outgoings due to Local bodies, revenue, urban and other authorities in respect of the said land hereunder up to the date of execution of the present Sale Deed and thereafter the same shall ' be borne and paid by the VENDEE. If any arrears are found related to the earlier period prior to execution of the present Sale Deed, the same shall be discharged and paid by the VENDOR.

5. That on the basis of this Sale Deed, the VENDEE is entitled to get the said Land mutated in its own name in the revenue record and also with other concerned authorities to which the VENDOR shall have no objection and shall not raise any objection. The VENDOR hereby confirms to assist and support the VENDEE in the mutation process.

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- 6. That the VENDOR has agreed and undertaken to sign and execute without any reservation, objection or demur any, all and every paper, documents, applications, etc. in respect of the said Land which at any time may be required by the VENDEE and/or any office or authority concerned for necessary transfer and mutation of the said land in favour of the VENDEE.
- 7. That the VENDEE has agreed to purchase the said land on the basis of assurances and representation made herein by the VENDOR with regard to the title of the said land, in case it is proved otherwise the VENDOR shall indemnify the VENDEE for all and/or any loss that may be caused, sustained by the VENDEE. The VENDOR further declare and undertake that, if at any time hereafter, any claim/ demand/ right/ interest is made/ claimed/ raised on the land sold herein by it and affirmations and declarations made by it in the Sale Deed and on account of the same the VENDEE suffers/incurs any losses, demands, claims, damages, penalties, costs etc., then the VENDOR shall be liable to make good the said losses, demands, claims, damages, penalties, costs etc. including legal costs (without limitation) to the VENDEE.

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For RECEPTIVE BUILDWELL LEP GE BUILDWELL PRIVATE LIMITED,

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The VENDOR further agrees to indemnify the VENDEE in case of any legal or other proceedings by any authority for any violations relating to the said land till the execution of this sale deed.

- 8. That the VENDOR has handed over all the original documents related to the said Land viz. Sale Deeds, Certified Copies of Mutations, Certified Copy of Fard, Jambandi or other concerned documents and the VENDEE hereby confirms the receipt of the same.
- 9. That all charges and expenses for the transfer of the said Land i.e. stamp duty, registration charges etc. with respect to the present Sale Deed shall solely be borne by the VENDEE..

THE VENDOR HEREBY ASSURE THE VENDEE

- A. The VENDOR shall indemnify the VENDEE of any cost, charges, fees, fines, penalties, dues, etc. arising in respect of the said Land towards land revenue, electricity charges, local taxes, and any other statutory or other dues, demands, claims, etc. relating to the period only upto the date of the present Sale Deed,made/raised by the respective creditors either prior to or after the date of this Sale Deed.
- B. The VENDOR shall indemnify the VENDEE of any cost, charges, penalties, interest, constraints, disturbances and whatsoever of that nature suffered/to be suffered by the VENDEE out of any defects in the ownership title of the said Land.
- C. All the representations, assurances, warranties, confirmations and / declarations contained in the Recitals as well as in various clauses
 and / or as otherwise stated and recited in this Sale Deed are true and correct, no part thereof is false and nothing material has been concealed therefrom and if it is ever proved otherwise, or if the whole or any part of the said Land is ever taken away or goes out from the possession of the VENDEE on account of any of the representations, assurances, warranties, confirmations and For RECEPTIVE BUILDWELL LUPGE, BUILDWELL LUPGE,

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declarations turning to be false or incorrect, then the VENDOR shall be liable and responsible to indemnify and to make good the loss suffered by the VENDEE and keep the VENDEE saved, harmless and indemnified against all such losses and damages suffered by the VENDEE and also against all claims, actions at law and other proceedings in respect thereof.

IN WITNESS WHEREOF the parties have set their respective hands and seal on these present after clear and complete understanding of this sale deed in Vernacular at the place and on the day, month and year first above written in the presence of the following witness: Drafted by

Manish Kuu dvocate Distt. Courts Gurugram

For RECEONSYONE Dehalfiot LLP Jifender Jifendel

VENDOR

For & on behalf of For Smart Arena Hometown LLP

VENDEE

WITNESSES:

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Authorised Stanatory

Marfish Kumar Salui Advocate Distt. Cruits Guigerage

For PEB

Stor Artui Kymer Verry Stor Stort, Birendra Kymer Verwa Rlo G-114, Ground Floor, Parbana Roeaf, Subh Erchane, Pitampun



8. Stamp GRN 9. Registration Fee 10. Registration GRN

69039454 Rs. 50003/-69656156

THIS SALE Deed of absolute sale is made atSub-Tehsil Harsaru, District Gurugramon this 24th day of November 2020

BETWEEN

M/S RECEPTIVE BUILDWELL LLP.(LLPIN: AAS-4888), a Limited Liability Partnership Firm duly incorporated under LLP Act., 2008

JILDWELL PRIVATE LIMITED For PEEP Authorised Commission

For RECEPTIVE BUILD WALL LLP ner/Auth.Sign.

प्रलेख न:2719	दिनांक:24-11-2020
डीड सबंधी विवन डीड का नाम SALE TO TENANT URBAN AREA OUTSID लहसील/सब-लहसील हरसरु गांव/शहर हथातपुर	
शहरी - म्युनिसिपल क्षेत्र सीमा के बाहर	अन्य क्षेत्र
पता : HAYATPUR HARSARU	
भवन का विवरण	
. भूमि का विवर	म
क्षि पाही धोवट सम्बर > 237	20 Kanali 12 Marta
धन सबंधी विव	रण
रात्रि 77250000 रुपये	कुल स्टाम्प हयूटी की राशि 3862500 रुपये
स्टाम्प नं : G0F2020K1534 स्टाम्प की राशि 386 रजिस्ट्रेशन फीस की राशि 50000 रुपये EChalland	वेडिटेन अपने 3 रुपये
Drafted By: manish kumar saini adv	Service Charge:200

यह प्रलेख आज दिनांक 24-11-2020 दिन मंगलवार समय 1:45:00 PM बजे श्री/श्रीमती/कुमारी MS RECEPTIVE BUILDWELL LLPibru ITENDER WADHAWANOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया]

उप/सर्वुलत पंजीयन अधिकारी (हरसरू)

हस्ताक्ष प्रस्तुतकर्ता MS RECEPTIVE BUILDWELL LLP

प्रलेख में वर्णित क्षेत्र लगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की घारा 7-ए के इंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से जनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है |

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

Receptive BUILDWELL LLP

उप/सर्युक्त पंजीयन अधिकारी (हरसरू)

उप/संयुक्त पंजीयने अधिकारी(हरसक)

उपरोक्त केताब औ/श्रीमती/कुमारी MS SMART ARENA HOMETOWN LLP thru NAVEEN KURELEOTHER हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशिः केता ने मेरे समझ विकेता को अदा की तथा प्रलेख में अर्थित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी DEEPAK KUMAR पिता — निवासी ADV GGM व श्री/श्रीमती/कुमारी ATUL KUMAR VERMAपिता B KUMAR VERMA निवासी G 114 G FLOOR PARWANA ROAD NEW DELHI

ने की | साक्षी नं:1 को हम नम्बरदार्यज्ञायिवक्ता के रूप में अनिते हैं तथा यह साक्षी नं:2 की पहचान करता है |

HARSA

दिनांक 24-11-2020

having its Registered office at Shop No. 134A, Ground Floor Old Rohtak Road, KishanGanj Market, Delhi - 110007(PAN - ABBFR1882P) through its Designated Partner Mr. Jitender Wadhawan S/o Om Prakash Wadhawan (Aadhar No. 3224 4344 3848), who is authorized vide Resolution passed by the Board of Directors in the meeting held on November 5, 2020, Copy of the said Resolution is attached herewith as Annexure I), hereinafter referred to as the "VENDOR" (which expressions shall, unless repugnant to the meaning and context thereof be deemed to mean and include its successors, assigns etc.) of the FIRST PART.

AND

M/S SMART ARENA HOMETOWN LLP.(LLPIN: AAU-0516), a Limited Liability Partnership Firm duly incorporated under LLP Act., 2008 having its Registered office at B-20, Second Floor, Maharani Bagh, New Delhi – 110065 (PAN-AEGGS8085K) through its Designated Partner Mr. Naveen Kurele S/o Sh. O.P.Kurele (Aadhar No. 8427 2874 3658) who is authorized vide Resolution passed by its Partners in the meeting held on 05/11/2020 Copy of the said Resolution is attached herewith as Annexure-II), hereinafter called the "VENDEE" (which expression shall unless repugnant to the context and meaning hereof mean and include its heirs, legal representatives, administrators, executors and assignees etc.) of the SECOND PART.

WHEREAS the VENDOR is the absolute owner and in actual physical, vacant and peaceful possession of Agricultural land comprises in Khewat/Khata No. 237/245, Rectangle No. 70, Field No. 3/2/2 (1-5), 4/2 (7-2), 5(8-3), 6(4-2), total field 4, total Land admeasuring 20 Kanal12 Marla Salam situated within the Revenue Estate of Village Hayatpur, Sub-Tehsil Harsaru, District Gurugram (Haryana) vide Mutation No. 3871 & 3872 dt. 20/10/2020 as per fard jamabandi for the year 2014-15.

E BUILDWELL PRIVATE LIMITED

Authorised Signatory

For PEER

For RECEPTIVE BUILDWELL LLP

Partner/Auth.Sign.



उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru JITENDER WADHAWANOTHER MS RECEPTIVE BUILDWELL
LLP Jitender
केता :- thru NAVEEN KURELEOTHERMS SMART ARENA HOMETOWN
LLP (Allero
गवाह 1 :- DÉEPAK KUMAR
Mate 2 :- ATUL KUMAR VERMA
प्रसाण प्रच

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2719 आज दिनांक 24-11-2020 को बही नं 1 जिल्द नं 27 के पृष्ठ नं 58.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 652 के पृष्ठ संख्या 14 से 15 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 24-11-2020

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उप/सयुंक्त पंजीयन अधिकारी(हरसरू)

AND WHEREAS the VENDOR in order to meet up the lawful needs and necessities of business and future development of the business, being desirous of selling Agricultural land comprises in Khewat/Khata No. 237/245, Rectangle No. 70, Field No. 3/2/2 (1-5), 4/2 (7-2), 5(8-3), 6 (4-2), total field 4, total Land admeasuring 20 Kanal 12 Marla Salam situated within the Revenue Estate of Village Hayatpur, Sub-Tehsil Harsaru, District Gurugram (Haryana) vide Mutation No. 3871 &3872 dt. 20/10/2020 as per fard jamabandi for the year 2014-15 (hereinafter referred to as the said land), have decided to and offered to convey, transfer, by way of absolute sale in favour of the VENDEE, the said land as described above and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, easement rights, claims, demands, privileges, appurtenances or any other things and the VENDEE after due consultation, permission and at the instance of its Partners have agreed to purchase the said land on the following terms and conditions:-

Definition and interpretation

In this deed:

- the 'VENDOR' means and includes the owner in physical, vacant & peaceful possession of the said Land.
- ii. the 'Said Land' means Agricultural land comprises in Khewat/Khata No. 237/245, Rectangle No. 70, Field No. 3/2/2 (1-5), 4/2 (7-2), 5(8-3), 6(4-2), total field 4, total Land admeasuring 20 Kanal 12 Marla Salam situated within the Revenue Estate of Village Hayatpur, Sub-Tehsil Harsaru, District Gurugram (Haryana) vide Mutation No. 3871 &3872 dt. 20/10/2020 as per fard jamabandi for the year 2014-15.
- iii. Words imparting the masculine gender include the feminine and the neuter and vice versa.
- iv. Words imparting the singular include the plural and vice versa.

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For RECEPTIVE BUILDWELL LLP Jifendel Partner/Auth.Sign.

- v. References to persons include bodies corporate and vice versa.
- vi. Save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
- vii. 'Save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed, which is so numbered.
- viii. Possession means actual vacant, peaceful and physical possession of the said land.

AFFIRMATION AND REPRESENTATIONS BY THE VENDOR

AND WHEREAS the VENDOR affirm, represent, assur the VENDEE that:

- i. Vendor is the lawful owner of Agricultural land comprises in Khewat/Khata No. 237/245, Rectangle No. 70, Field No. 3/2/2 (1-5), 4/2 (7-2), 5(8-3), 6(4-2, total field 4, total Land admeasuring 20 Kanal 12 Marla Salam situated within the Revenue Estate of Village Hayatpur, Sub-Tehsil Harsaru, District Gurugram (Haryana) vide Mutation No. 3871 & 3872 dt. 20/10/2020 as per fard jamabandi for the year 2014-15.
- ii. The Vendor has good, clear and legally marketable title of the said Land and the said Land is possessed by the VENDOR having full right to transfer, sell, convey and/or deal with the same in any whatsoever unrestricted manner.
- iii. The said Land is free from any charges or encumbrance such as prior sale, will, exchange, mortgage, gift, lien, lease, court ,decrees, court injunctions, any security, surety, attachment, litigation/dispute, in court, acquisition etc.
- iv. The said Land is not subject to any notice or scheme for acquisition and/or requisition of any authority under any law.

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- v. The there is no dues, outstanding claims, demands penalties, etc. on the said Land for any service, provided by any Government and/or local authority and/or towards any other statutory dues and/or any authority under the law of the land.
- vi. 'The said Land does not have any warehouse, cattle live stock, rising of grass and is purely an agriculture land and has been entered in the records of the appropriate authority accordingly.
- vii. The said land has not been notified under the provisions of the Land Acquisition Act, 1894 or under The Right To Fair Compensation And Transparency In Land Acquisition, Rehabilitation And Resettlement Act, 2013either for the planned development by the Government and/or any other authority or for any other purposes.
- viii. The said Land is not subject of any execution of General or Special Power of Attorney, mortgage, transfer, assignment, and encumbrance by the VENDOR in favour of any other person prior to the date of execution of this present Sale Deed.

AND WHEREAS the VENDEE has carried out the due diligence of the said Land and is fully satisfied with the title and rights of the VENDOR in the said Land and as such have agreed to purchase the said Land on the following terms and conditions:

NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AND THIS DEED WITNESSTH AS UNDER:-

1. That the VENDOR herein being desirous of selling the said land has decided to hereby grants, conveys, transfers by way sale; the said land and assign unto and in favour of the VENDEE and every part thereof together with all rights, titles and interests therein, with all the benefits advantages, concessions, licenses, easement rights, claims, demands, privileges, appurtenances or

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Partner/Auth.Sign.

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For RECEPTIVE BUILDWELL LLP

any other things and the VENDEE has agreed to purchase the said land for a total sale consideration of a sum of Rs. 7,72,50,000/- (Rupees Seven Crore Seventy Two Lac Fifty Thousand Only). The VENDEE has paid the said sale consideration as per below details :

Amount (Rs.)	Ch./DD/ RTGS No.	Dated	Drawn on
4,00,00,000/-	UTR No. KKBKR520201 12100674879	21/11/2020	Kotak Mahindra Bank
3,66,70,625/-	UTR No. KKBKR520201 12100675920	21/11/2020	Kotak Mahindra Bank
5,79,375/-	TDS has been deducted by the VENDEE @ 0.75% of total sale consideration as TDS under provisions of Income Tax Act, 1961		

The Vendor hereby acknowledges the receipt of entire sale consideration.

- 2. That the total sale consideration of a sum of Rs. 7,72,50,000/-(Rupees Seven Crore Seventy Two Lac Fifty Thousand Only)as aforementioned is paid by the VENDEE to the VENDOR. The VENDOR hereby confirms that full and final sale consideration is has been received from VENDEE and now nothing is due from the VENDEE on account of sale consideration.
- 3. The VENDOR being the absolute lawful owner in physical, vacant '& peaceful possession of the said land and has a clear and unencumbered title of it and is in actual physical possession of the entire above said land, hereby handover the possession of the land sold under the present Sale Deed to the VENDEE. The

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For RECEPTIVE BUILDWELL LLP Jifendel Partner/Auth.Sign. Vendee hereby confirms the receipt of the actual physical possession of the said Land from the VENDOR.

- 4. That the said land is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, and acquisition proceedings by Government/third party or in any other manner whatsoever and in case it be found otherwise at any point of time, the VENDOR shall discharge the same from and out of his own funds and keep the VENDEE indemnified at all times. That the VENDOR hereby confirms to the VENDEE that the VENDOR has paid all the taxes, rates and other outgoings due to Local bodies, revenue, urban and other authorities in respect of the said land hereunder up to the date of execution of the present Sale Deed and thereafter the same shall be borne and paid by the VENDEE. If any arrears are found related to the earlier period prior to execution of the present Sale Deed, the same shall be discharged and paid by the VENDOR.
- 5. That on the basis of this Sale Deed, the VENDEE is entitled to get the said Land mutated in its own name in the revenue record and also with other concerned authorities to which the VENDOR shall have no objection and shall not raise any objection. The VENDOR hereby confirms to assist and support the VENDEE in the mutation process.
- 6. That the VENDOR has agreed and undertaken to sign and execute without any reservation, objection or demur any, all and every paper, documents, applications, etc. in respect of the said 'Land which at any time may be required by the VENDEE and/or any office or authority concerned for necessary transfer and mutation of the said land in favour of the VENDEE.

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- 7. That the VENDEE has agreed to purchase the said land on the basis of assurances and representation made herein by the VENDOR with regard to the title of the said land, in case it is proved otherwise the VENDOR shall indemnify the VENDEE for all and/or any loss that may be caused, sustained by the VENDEE. The Vendor furtherdeclare and undertake that, if at hereafter, any claim/demand/right/interest is any time made/claimed/raised on the land sold herein by it and affirmations and declarations made by it in the Sale Deed and on account of the same the VENDEE suffers/incurs any losses, demands, claims, damages, penalties, costs etc., then the VENDOR shall be liable to make good the said losses, demands, claims, damages, penalties, costs etc. including legal costs (without limitation) to the VENDEE. The VENDOR further agrees to indemnify the VENDEE in case of any legal or other proceedings by any authority for any violations relating to the said land till the execution of this sale deed.
- 8. That the VENDOR has handed over all the original documents related to the said Land viz. Sale Deeds, Certified Copies of Mutations, Certified Copy of Fard, Jambandi or other concerned documents and the VENDEE hereby confirms the receipt of the i same.
- 9. That all charges and expenses for the transfer of the said Land i.e. stamp duty, registration charges etc. with respect to the present Sale Deed shall solely be borne by the VENDEE.

For RECEPTIVE BUILDWELL LLP Jifeudel Partner/Auth.Sign.

For PEEN 1. PRIVA Authorised Signatory

THE VENDOR HEREBY ASSURE THE VENDEE

- A. The VENDOR shall indemnify the VENDEE of any cost, charges, fees, fines, penalties, dues, etc. arising in respect of the said Land towards land revenue, electricity charges, local taxes, and any other statutory or other dues, demands, claims, etc. relating to the period only upto the date of the present Sale Deed,made/raised by the respective creditors either prior to or after the date of this Sale Deed.
- B. The VENDOR shall indemnify the VENDEE of any cost, charges, penalties, interest, constraints, disturbances and whatsoever of that nature suffered/to be suffered by the VENDEE out of any defects in the ownership title of the said Land.
- C. All the representations, assurances, warranties, confirmations and declarations contained in the Recitals as well as in various clauses and / or as otherwise stated and recited in this Sale Deed are true and correct, no part thereof is false and nothing material has been concealed therefrom and if it is ever proved otherwise, or if the whole or any part of the said Land is ever taken away or goes out from the possession of the VENDEE on account of any of the representations, assurances, warranties, confirmations and declarations turning to be false or incorrect, then the VENDOR shall be liable and responsible to indemnify and to make good the loss suffered by the VENDEE and keep the VENDEE saved, harmless and indemnified against all such losses and damages suffered by the VENDEE and also against all , claims, actions at law and other proceedings in respect thereof.

For RECEPTIVE BUILDWELL LLP Jitendef Partner/Auth.Sign.

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IN WITNESS WHEREOF the parties have set their respective hands and seal on these present after clear and complete understanding of this sale deed in Vernacular at the place and on the day, month and year Drafted by first above written in the presence of the following witness:

anish Ku Advocale Distt. Courts Gurugram

For & on behalf of For RECEPTIVE BUILDWELL LLP Slitender VENDOR

For& on behalf of For Smart Arena Hometown LLP Designated Partner

WITNESSES: 1. Deepak Kumar Advocate Distt. Court, Gurugram

Aftere 2.

Mr. Atw Kymar Verma SID Birchalma Kumar Verma G-114, GF, Parwana Road OPA Kilt world School Saraswati Vikar North wat Delki

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