

Type of Deed
Village
Unit Land
Type of Property
Transaction Value
Stamp duty
Stamp Certificate No.
Stamp GRN
Registration Fee
Registration GRN

Sale Deed Hayatpur, Sub-Tehsil Harsaru, Gurugram 20Kanal12Marla Agriculture Land Rs. 7,72,50,000/-Rs. 38,62,500/-G0F2020K1534 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

BUILDWELL PRIVATE LIMITED For PEER Authorised Signalogy

For RECEPTIVE BUILDOULLL LLP

er/Auth.Sign.

प्रलेख न:2719		दिनांक:24-11-2020	
	डीड सबंधी विवरण		
डीड का नाम SALE TO TENANT URBA	IN AREA OUTSIDE MC		
तहसील/सब-तहसील हरसरू गांव	/शहर हयातपुर	स्थित R Zone Com Ind In	st.
शहरी - म्युनिसिपल क्षेत्र सीमा के बाहर		अन्य क्षेत्र	
पता : HAYATPUR HARSARU			
	भवन का विवरण	· · · · · · ·	
1.0		2 <u>7</u> -	
2 H ² 2	भूमि का विवरण		
	- Kur an inder i	20 Kanal 12 Marla	
कृचि चाही खेवट नम्बर :- 237		2	
	धन सबंधी विवरण		
राशि 77250000 रुपये		कुल स्टाम्प इयूटी की राशि 3862500 रुप	ये
स्टाम्प नं : G0F2020K1534	स्टाम्प की राशि 3862500 रु	ाये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:69656156	पेस्टिंग शुल्क 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 LLPthru JITENDER WADHAWANOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/सयुंक्त पंजीयन अधिकारी (हरसरू)

हस्ताक्षर प्रस्तुतकर्ता MS RECEPTIVE BUILDWELL LLP

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 सबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है |

प्रलेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 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 MS RECEPTIVE BUILDWELL LLP

उप/सयुंक्त पंजीयन अधिकारी (हरसरू)

उपरोक्त केताव श्री/श्रीमती/कुमारी MS SMART ARENA HOMETOWN LLP thru NAVEEN KURELEOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की रांशि केता ने मेरे समक्ष विकेता को अदा की तथा प्रलेख मे वर्णित 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 VERMA पिता B KUMAR VERMA निवासी G 114 G FLOOR PARWANA ROAD NEW DELHI

ने की		· · · · · · · · · · · · · · · · · · ·
साक्षी नं:1 को हम न	तम्बरदार अधिवकता के रूप में जानते है तथा वह साक्षी नं:	2 की पहचान करता ह।
	1 KE OL JA	(\mathcal{P})
0 04 44 000	121 . 6/21	उप/सयुंक्त पंजीयन अधिकारी(हरसरू)

HARS

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.

Authorised Signatory

For PEERA

For RECEPTIVE BUILDWELL LLP GE BUILDWELL PRIVATE LIMITED Jul-ender Partner/Auth.Sign. 11



विक्रेता

1.5

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru JITENDER WADHAWANOTHER MS RECEPTIVE BUILDWELL ifende LLP क्रेता :- thru NAVEEN KURELEOTHERMS SMART ARENA HOMETOWN LLP गवाह 1 :- DEEPAK KUMAR गवाह 2 :- ATUL KUMAR VERMA प्रमाण पत्र

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



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.

For PEE

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.

BUILDWELL PRIVATE LIMITED

Authorised Signatory

For RECEPTIVE BUILDWELL LLP Titendel 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.

BUILDWELL PRIVATE LIMITED Authorised Signatory

For RECEPTIVE BUILDWELL LLP Jifendel Partner/Auth.Sign.



- The there is no dues, outstanding claims, demands penalties, etc. v. 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.
- The said land has not been notified under the provisions of the vii. Land Acquisition Act, 1894 or under The Right To Fair Acquisition, Transparency In Land Compensation And Rehabilitation And Resettlement Act, 2013either 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 viii. 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

ERAGE BUILDWELL PRIVATE LIMITED

Authorised Signatory

For RECEPTIVE BUILDWELL LLP Titerdel Partner/Auth.Sign.



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	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 of of total sale con of Income Tax A	sideration as	he VENDEE @ 0.75% TDS under provisions

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

BUILDWELL PRIVATE LIMITED For PE Authorised Signatory

For RECEPTIVE BUILDWELL LLP Titentel 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.

For PEERAGE BUILDWELL PRIVATE LIMITED

For RECEPTIVE BUILDWELL LLP Jiferdef Partner/Auth.Sign.



- 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 claim/demand/right/interest is hereafter, any time any 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 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

For PEERAG BUILDWELL PRIVAT 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 Titendef Partner/Auth.Sign.

Authorised Signatory



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:

Manish Kumar Saini Advocate Distt. Courts Gurugram

For & on behalf of For RECEPTIVE BUILDWELL LLP Jifender

VENDOR ther/Auth.Sign.

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

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

Brow 2.

Mr. Atul Kumar Verma Slo Birchelma Kumar Verma G-114, GF, Panwana Road Opp Kilt world Schoop Saraswati Vihar North wat selle

GE BUILDWELL PRIVATE For REERA Authorised Signatory