

| 1. Type of Deed | Sale Deed |
|--------------------------|---|
| 2. Village | Badha, Tehsil Manesar District Gurugram |
| 3. Unit Land | 12 Kanal 18 Marla Salam |
| 4. Type of Property | Agriculture Land |
| 5. Transaction Value | Rs.4,96,87,500/- |
| 6. Stamp duty | Rs.21,09,500 + 3,75,000= 2484500/- |
| 7. Stamp Certificate No. | G0F2020K1479 & G0U2020K1320 |
| 8. Stamp GRN | 69056599 & 69563698 |
| 9. Registration Fee | Rs. 50,003/- |
| 10.Registration GRN No.: | 69056718 |

BETWEEN

For RECEPTIVE BUILDWELLLEP Fitender Titendel Partner/Auth.Sign.

| प्रनेथ न:3874 | | दिलांक:24-11-2020 |
|---|-----------------------------|--|
| तीव का नाम SALE URBAN AREA (तहसीत(तव-तहसीज़ Manesos न शहरी - म्युनिविंपन होन तीमा के बाहर पता : BADHA MANESAR GGM | गंग/भहर बटा बटा बढा | ं नियत Badha अन्य दोत्र |
| | भवन का विदरण | |
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| 82 | भूमि का विवरण | |
| बुषि याही | | 12 Kanol 18 Marte |
| wate weat > 473/1,474/1,384/1 | | |
| | धन सबंधी निवरण | |
| राति 49687500 स्पर्व | | कुन स्टाम्प इन्ट्री की राशि 2484375 स्पर्ध |
| स्टारण मं : CDF2020K1479 | स्टाम्ब की चाहि 2109500 स्व | à la constante de la constante |
| रजिस्ट्रेशन भीत की राशि 50000 इच्छो | CChallan:69056718 | पेस्टिंग शुल्क 3 इपने |
| Deficiency Stompole G0U2020K1320 | DeficiencGinera 09563698 | DeficiencyAme 375000 |
| Doried By, MANISH KUMAR SAINI AL | ON OOM | Service Charge:200 |

यह प्रतेष आज दिनांक 24-11-2020 दिन मंगलवार लगव 12:37:50 PM बजे औप्रधेमती/कुमारी जैसजे दिसंप्टीव जिल्डवेन एव एन पीत्राण JTENDER WADDAWANDTHER निवास: द्वारा प्रजीकरण हेवु प्रस्तुन किया बचा |

del

उपगलेल पंजीवन अधिकारी (Manazer)

हरनायार पास्तुतकर्ता जीवजे रितेप्टीव जिल्डवेन एन एन पी

प्रलेख में बर्णित क्षेत्र तना एवं वामीण आवोजना निमाम के अधिनिषम 1975 की पाता 7-ए के जोतनेत अधिमुचित हे इसलिए दस्सावेज को पंजीमृत करने से पूर्व संबंधित विधाय से अनापत्ति प्रमाण पत्र झप्त कर तिथा गया है |

प्रलेख में दलित शेव नगर एंव ग्रामीण आयोजना विभाग के अपिनियम 1975 की पास 7-थ के अंतर्गत अपिम्पित नहीं हे इसलिए दस्तावेज को पंजीकृत करने से पूर्व सर्वतीत विभाग से जनापतित प्रसाण पत्र की आवश्यकता नहीं है।

Genie 24-11-2020

मेराजे रिसेप्टीन बिज्ल्वेन एस एस पी

उप/सर्वृत्त पंजीयन अधिकारी (Manesar)

उपरोचन केताव औरवीमती/कुमारी SMART ARENA HOMETOWN LLP Bon NAVEEN KURELEOTHER हाजिर है। परनुत प्रलेख के तथ्वी को दोनों पक्षों ने सुनकर तथा रामझरूर स्वीकार किया। प्रलेख के अनुसार 8 वपर्व की रात्रि केता ने गेरे सम्प्रा विकेश को अदा की तथा प्रलेख में वर्णित अदिम अदा की नई रात्रि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान औरवीमती/कुमारी MANSIH KUMAR SAINI थिता — निवासी ADV GGM व औरवीगती/कुमारी ATUL KUMAR VERMA विता VIRENDER KUMAR VERMA लिखाड़ी G 114 PARWANA ROAD

शाशी मां। को हम नम्बरदाराजधिवकता के रूप में जानते हे तथा वह सामी जें? की पहचान करता है |

Rate 24-11-2020

उप/सर्वुन्त पंजीवन अधिकारी(Marcur)



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 assignces etc.) of the FIRST PART.

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For RECEPTIVE BUILDWELL LEP PEER

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| विकेला :- thru JITENDER WADHAWANOTHER मैसर्ज रिसेप्टीव बिल्डवैल एल. एल |
| A Jitendel AT : thru NAVEEN KURELEOTHERSMART ARENA HOMETOWN |
| TATE 1 :- MANSIH KUMAR SAINI |
| TATE 2 :- ATUL KUMAR VERMA A ARCONT |
| प्रमाण पत्र |

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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)

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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 Kanall8 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 Mancsar 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 Literdel er/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 ht 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 Titender Titende

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.
 - 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 Ear RECEPTIVE BUILDWELL LLP

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No. 13/1 (4-1) and 3 Kanal 11 Marls 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 manner whatsoever with respect to the same

- iv. 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.
- v. The said Land is free from any charges or encumbrance such as prior sale, will, exchange, mortgage, gift, lien, lease, collaboration, court decrees, court injunctions, any security, surety, attachment, litigation/dispute, in court, acquisition etc.
- vi. The said Land is not subject to any notice or scheme for acquisition and/or requisition of any authority under any law.
- vii. That there areno 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.

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 LLPARE Jutendel Ditendel

Authorised Signa

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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 Transparency 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 Titender Titender

For PEERAGE BUILDWELL PRIVATE 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 p | 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

For RECEPTIVE BUILDWELLULP literdel.

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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 (without limitation) to the VENDEE.

For RECEPTIVE BUILDWELL LLP GE BUILDWELLP Jiterde Titende ner/Auth.Sign.

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The VENDOR further agrees to indomnify 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 TEPGE BUILDWELL PRIMITE LIMIT isterdel Titerdes ner/Auth.Slan. uthorized Signah

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 Kuma dvocate Distt. Courts Gurugram

For RECEONT& One behalf of LLP Jitendel Sitendel

VENDOR

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For & on behalf of For Smart Arena Hometown LLP

ENDEE

WITNESSES:

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Marish Kumar Selet Advocate Disti. 2 aris Geragram

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Return Rower Vering Slosh, Birendra Kumeur Nerwa Ro G-114, Ground Floor, Panbana Roed, Subh Erchane, Pitampun PRIMATE LIMITED Delhi

Indian-Non Judicial Stamp Sale of Immovable Properties Date: 06/11/2020 Haryana Government G0F2020K1534 Stamp Duty Paid : ₹ 3862500 Certificate No. GRN No. 69039454 Penalty : ₹Ū Po. Invidend Seller / First Party Detail Name: Receptive buildwell lip H.No/Floor: 134aof Sector/Ward : 0 LandMark : Old rohtak road kishangani market City/Village : Delhi District ; Delhi State : Delhi Phone: 98*****92 Buyer / Second Party Detail Name : Smart arena hometown llo H.No/Floor: B20sf Sector/Ward : 0 LandMark - Maharani bagh new delhi City/Village: New delhi District : Delhi State : Delhi Phone : 98*****92 NON JUDICIAL STAMP PAPER FOR SALE DEED Purpose : 20.20 THE SEAL S The authenticity of this document can be venified by scarving t Hingge one or on the website https://egrashry.nic.in EDEED! 1. Type of Deed Sale Deed 2. Village Hayatpur, Sub-Tehsil Harsaru, Gurugram 3. Unit Land 20Kanal12Marla 4. Type of Property Agriculture Land 5. Transaction Value Rs. 7,72,50,000/-6. Stamp duty Rs. 38,62,500/-Stamp Certificate No. : G0F2020K1534

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

BUILOWELL PRIVATE LIMITED For PEER Authorizod Clares

For RECEPTIVE BUILDEALL LLP er/Auth.Sign.

| प्रलेख न:2719 | | दिनांक:24-11-2020 |
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| डीड का लाग SALE TO TENANT URBA तहसील/सब-तहसील हरसरू गांव | डीड सबंधी विवरण NAREA OUTSIDE MC श्वहर हमातपुर | दियत R Zone Com Ind Inst. |
| शहरी - ज्युनिशिएल क्षेत्र सीमा के बाहर पता : HAYATPUR HARSARU | | जन्म क्षेत्र |
| | अतन का विवरण | i . |
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| BUC HERE > 437 | धन सबंधी विवरण | |
| रासि 77256000 अपवे | | इस स्टाम्प इय्दी की वर्षि 3862500 रुपये |
| स्टाम्च नं : GOF2020K1534 रजिस्ट्रेशन कीस की रहीई 50000 क्यमें | हराम्प की राशि 3862500 रुपये EChallan 69656156 | पेस्टिंग मुल्क 3 स्पर्व |
| Orafled By: manish kamar saini adv | | Service Charge:200 |

यह प्रतेख आज दिलांक 24-11-2020 दिन मंगलवार जनव 1:45:00 PM बजे बीम्बीमलीप्रकुमारी MS RECEPTIVE BUILDWELL LLPdow JITENDER WADHAWANOTHER निवास द्ववारा पंजीकरण हेवु प्रसङ्ग किया बना ।

del

ुए) उप/सर्वमत पंजीबन अधिकारी (हरस्ररू)

हस्तालर प्रस्तुतक्ती MS RECEPTIVE BUILDWELL LLP

प्रतेख में दर्णित क्षेत्र नगर वर्त बामीण आयोजना तिमान के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिरपूचित है इसलिए दश्तनोज को पंतीकृत करने से पूर्व संबंधित विभाग से जनापतित प्रमाण पर प्राप्त कर लिया गया है |

प्रसंख में बॉर्णेल क्षेत्र तरुव रायोज आयोजना विभाग के अधिनियल 1975 की पाल 7-ए के अंतर्यल अधिसूचित नहीं है इसलिए दस्तावेज को पंजीवृत्त करते से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पर की आवश्यकरता नहीं हैं।

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उच्च शर्यस्य मंजीयन अधिकारी (हरसरू)

उप/सर्वुकत पंत्रीयेने अधिकारी(हरशरू)

उपरोचत केताव भीर्थ्यमती/कुमारी MS SMART ARENA HOMETOWN LLP dru NAVEEN KURELEOTHER इाजिर है | प्रस्तुत प्रतेख के तथ्यों को दोनों पत्तों ने दुनकर तथा समझकर क्वीकार किया | प्रतेख के अनुवार 0 व्यर्थ की राहि केता ने मेरे रामल विकेता को अदा की तथा प्रतेख में वर्णित अधिम जदा की गई रासि के तेन देन को स्वीकार किया |रोनों पक्षों की पहचान और तैमती/कुमारी DEEPAK KUMAR पिता — निवासी ADV GGM व भी/भीमती/कुमारी ATUL KUMAR VERMAपिता B KUMAR VERMA जिन्दार्शी G 114 G FLOOR PARWANA ROAD NEW DELHI

ने की | साथी नं:1 को इन नम्बरदार/इधिवरता के रूप में जानने के तथा वह साथी नं:2 की पहचान करता है |

HARSM

2mi# 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 hercwith 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.

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For RECEPTIVE BUILDWELL LLP BUILDWELL PRIVATE LIMITED Wish Authorised Signatory



| उप/सयंकत | पजीयन | अधिकारी |
|----------|-------|---------|

| विक्रेता :- thru JITENDER WADHAWANOTHER MS RECEPTIVE BUILDWELL |
|--|
| LLP Titendel |
| केता :- thru NAVEEN KURELEOTHERMS SMART ARENA HOMETOWN |
| LLP (PI) |
| गताह 1 :- DEEPAK KUMAR |
| TATE 2 :- ATUL KUMAR VERMA _AGround |
| |
| प्रमाण पत्र |

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



२प/सर्युक्त 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, casement 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.
- 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.

Authorised Signatory

For RECEPTIVE BUILDWELL LLP Jufendel 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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For RECEPTIVE BUILDWELL LLP Jitendel 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 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.
- 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 duc 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, casement rights, claims, demands, privileges, appurtenances or

Authorised Signatory

For RECEPTIVE BUILDWELL LLP Eferdel 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 No. | and the second second | 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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For RECEPTIVE BUILDWELL LLP Jiterdef 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 any time hereafter, any claim/dcmand/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, penaltics, 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 Jiterdel Partner/Auth.Sign.

For PEER 11 PRIVATE 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, penaltics, 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 Jifeydag Partner/Auth.Sign.

Authoristed Streatery

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: Draft

Drafted by Manish Kuma Advocate Distt. Courts Gurugham

For & on behalf of For RECEPTIVE BUILDWELL LLP

VENDOR 'net/Auth.Sign.

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

WITNESSES:

Mr. Atw Kymar Verma Slo Birendry Kymar Verma G-114, GF, Parwana Road opp Kilt world School Sanaswati Vihar North west pelle

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