



## Indian-Non Judicial Stamp Harvana Government



Date: 23/10/2023

Certificate No.

G0W2023J2362



Stamp Duty Paid : ₹ 228462000

₹ 0

GRN No.

108209827

Penalty:

Name: Vipul sez developers Private limited

H.No/Floor: Na

Sector/Ward: Na

LandMark: 14 185 14 186 ground floor

City/Village: Malviya nagar

District: Main shivalik rd

New delhi

Phone:

70\*\*\*\*\*22 -

Others: Pkbk buildwell private limited

Buyer / Second Party Detail

Seller / First Party Detail

Name:

Signature global India Limited

H.No/Floor: 13floor

Sector/Ward: Na

LandMark: Drgopaldasbhawan28barakhamba rd

Solitaire

Capita

Authorised Signatory

City/Village: New delhi

District:

Connaught place

State:

Phone:

Purpose:

Sale deed

The authenticity of this document can be verified by scanning this Goode Photogramman phone or on the website https://egrashry.nic.ln



This SALE DEED ("Sale Deed") is executed at Gurugram on this 23<sup>rd</sup> day of October, 2023 ("Execution Date") by and amongst:

VIPUL SEZ DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U45201DL2006PTC146089 and having its registered office at 14/185-14/186, Ground Floor, Malviya Nagar, Main Shivalik Road New Delhi - 110017, represented by its authorized signatory, Mr. Alok Srivastava, duly authorized vide board resolution dated 09 August, 2023 (hereinafter referred to as "Vendor 1", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the FIRST PART;

### AND

PKBK BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U70101DL2005PTC135706 and having its registered office at 14/185-14/186, Ground Floor, Malviya Nagar, Main Shivalik Road New Delhi - 110017, represented by its authorized signatory, Mr. Alok Srivastava, duly nauthorized vide board resolution dated 09 August 2023(hereinafter referred to as "Vendor2", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the SECOND PART;

For Vipul SEZ Developers Pvt. Ltd.

Director/Auth.Signatory

For PKBK Buildwell Pvt. Ltd. For Signature Global (Hodia) Limited

Director/Auth.Signatory

Authorised Signatory/Director

Authorised Signator

Authorised Signatory

પ્રભુલ મુ:10290	3	dollare to mome
	वसीका संबंधी विवरण	.,
वसीका का	नाम SALE URBAN AREA WI	THIN MC
तहसील/सब-तहसील- बादशाहपुर	गांव/शहर- फाजिलपुर झाडसा	स्थित- INSIDE RZONE Co IN IND AREA
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		अन्य क्षेत्र
पता : fazilpur jharsa		
	धन संबंधी विवरण	
राशि- 3263741184 रुपये		कुल स्टाम्प शुल्क- 228461888 रुपये
<b>स्टाम्प नं-</b> G0W2023J2362		स्टाम्प का मूल्य- 228462000 रुपरे
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:108210408	पेस्टिंग शुल्क- 3 रुपरं
द्वारा तैयार किया गया- HR KHATANA ADV		सेवा शुल्क- 200
	भूमि का विवरण	
कृषि चाही		188 Kanal 40 Marla

यह प्रलेख आज दिनांक 23-10-2023 दिन सोमवार समय 6:49:00 PM बजे श्री/श्रीमती/कुमारी में इन्डिका इस्टोट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली विपुल SEZ डवलपर्स प्रा. लि. कम्पनी मैसर्ज पी.के.बी.के.बिल्डबेल प्रा. लि. कार्यालय 1497 कोटला मुबारकपुर भारद्वाज भवन नई दिल्ली में इन्डिका इस्टेट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली में. इन्डिका इस्टेट प्रा. लि. T-3 अन्सल टावर सैनिक विहार प्रीतमपुरा निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी NT Badshahpur

मैं इन्डिका इस्टोट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली विपुल SEZ डवलपर्स प्रा. लि. मैसर्ज पी.के.बी.के.बिल्डबेल प्रा. लि. कार्यालय 1497 कोटला मुबारकपुर आरद्वाज अवन नई दिल्ली मैं इन्डिका इस्टेट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली मैं. इन्डिका इस्टेट प्रा. लि. Т-3 अन्सल टावर सैनिक विहार प्रीतमपुरा

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 अनापितत प्रमाण पत्र प्राप्त कर लिया गया है

या

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 23-10-2023

संयुक्त उप पंजीयम अधिकारी NT Badshahpur

मैं इन्डिका इस्टोट पा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली विपुल SEZ/डवलपर्स प्रा. लि. मैसर्ज पी.के.बी.के.बिल्डबेल प्रा. लि. कार्यालय 1497 कोटला मुबारकपुर भारद्वाज भवन नई दिल्ली में इन्डिका इस्टेट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली में.

इन्डिका इस्टेट प्रा. लि. T-3 अन्सल टावर सैनिक विहार प्रीतमपुरा उपरोक्त केता व श्री/श्रीमती/कुमारी SIGNATUREGLOBAL INDIA LTD thru DEVENDER AGGARWALOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया | दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी DHANANJAY SHUKLA पिता . निवासी GGM ने की |

साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है |

संयुक्त उप पंजीयन अधिकारी NT Badshahpur

दिनांक 23-10-2023

For PKSK Bullawer Pvt hat

SIGNATUREGLOBAL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U70100DL2000PLC104787 and having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi - 110001, represented by its authorized signatory, Mr. Devender Aggarwal, duly authorized vide board resolution dated 10 October 2023 (hereinafter referred to as "Vendee", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the THIRD PART;

### **AND**

NATIONAL SYNTHETICS LIMITED, a company incorporated Registration of Companies Act, Sikkim, 1961, having registration number 132 and having its registered office at C/o BC Periwal & Associates, MG Marg, Gangtok, Sikkim - 737101, represented by its authorized signatory, Mr. Inder Preet Singh, duly authorized vide board resolution dated 27 September 2023 (hereinafter referred to as "Confirming Party 1", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the FOURTH PART;

### AND

SILVERSTONE DEVELOPERS PRIVATE LIMITED, a company incorporated under 0 the Companies Act. 1956. having Corporate Identification Number U70101DL2005PTC139546 and having its registered office at 11th Floor NarainManzil Barakhamba Road, New Delhi - 110001, represented by its authorized signatory, Mr. Arvind Vachaspati, duly authorized vide board resolution dated 27 September 2023 (hereinafter referred to as "Confirming Party 2", which expression shall include its successor-in-interest legal representatives, administrators, executors and permitted assigns) of the FIFTH PART;

### AND

KARAMCHAND REALTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U70101DL2005PTC139546 and having its registered office at 72, Okhla Industrial Estate, Phase - III Delhi - 110020, represented by its authorized signatory, Mr. Yudhvir Singh, duly authorized vide board resolution dated 13 September 2023 (hereinafter referred to as "Confirming Party 3", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the SIXTH PART;

### AND

VIPUL LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number L65923DL2002PLC167607 and having its registered office at Unit No. 201, C 50, Malviya Nagar, New Delhi -110017, represented by its authorized signatory, Mr. Alok Srivastava, duly authorized vide board resolution dated 07 October 2023(hereinafter referred to as "Confirming Party 4", which expression shall include its

For Vipul SEZ Developers Pvt. Ltd.

For PKBK Buildwell Pvt. Ltd. For SignatureGlobal (india) Limited

h Signator

signatory/Director

For Karamchand Realtech

Authorised Signatory

withorised Signatory

Reg. Year

Book No.

10296

2023-2024







विक्रेता

क्रेता

गवाह

उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

विक्रेता :- मै इन्डिका इस्टोट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली विपुल SEZ डवलपर्स प्रा. लि. मैसर्ज पी.के.बी.के.बिल्डबेल प्रा. लि. कार्यालय 1497 कोटला मुबारकपुर भारद्वाज भवन नई दिल्ली मै इन्डिका इस्टेट प्रा. लि. अनसल टावर सैनिक विहार पीतप पुरा नई दिल्ली मै. इन्डिका इस्टेट प्रा. लि. Т-3 अन्सल टावर सैनिक विहार प्रीतमपुरा

क्रेता :- thru DEVENDER AGGARWALOTHERSIGNATUREGLOBAL INDIA

LTD

गवाह 1 :- DHANANJAY SHUKLA

गवाह 2: - UMESH KUMAR \_ lysh kung

प्रमाण पिर

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10296 आज दिनांक 23-10-2023 को बही नं 1 जिल्द नं 596 के पृष्ठ नं 106.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 939 के पृष्ठ संख्या 27 से 28 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 |

BADSHAHPUR

उप/सयुंक्त पंजीयमे अधिकारी बादशाहपुर

दिनांक 23-10-2023

successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the **SEVENTH PART**:

### **AND**

SOLITAIRE CAPITAL INDIA, a trust established under laws of India and having its office at S – 38, Greater Kailash – II, New Delhi – 110048 (for & on behalf of Scheme Solitaire I & Solitaire II), represented by its authorized signatory, Mr. Vipul Kumar, duly authorized vide resolution dated 30 September 2023 (hereinafter referred to as "Confirming Party 5", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the EIGHTH PART.

The Confirming Party 1, the Confirming Party 2, the Confirming Party 3, the Confirming Party 4 and Confirming Party 5 are individually referred to as "Confirming Party" and collectively referred as "Confirming Parties".

Vendor 1 and Vendor 2 are collectively referred to as the "Vendors".

The Vendors and the Vendee are individually referred to as a "Party" and collectively referred as the "Parties".

## **RECITALS:**

rised Signatory

- Vendor 1 is the owner of all those piece and parcel of land admeasuring 21.650 acres situated at Village Fazilpur, Gurugram, Haryana, details whereof are set out in Schedule I hereof ("Said Land 1").
- B. Vendor 2 is the owner of all those piece and parcel of land admeasuring 4.100 acres of land parcels situated at Village Fazilpur, Gurugram, Harvana, details whereof are set out in Schedule II hereof ("Said Land 2").
- The Vendee has approached the Vendors with a proposal to purchase the Said Land 1 and Said Land 2 (collectively referred to as the "Said Lands") along with all rights, title, and interest along with the right to passage, easements, benefits, privileges Limited D.
  - The Vendee has carried out technical and legal due diligence with respect to the Said Lands along with physical inspection of the Said Lands and has satisfied in respect to the Vendors' rights and has satisfied in respect to the Vendors' rights, title, and interest to the Said Lands. The Vendee agrees 2 and acknowledges that the Vendors are not required to take any action whatsoever to perfect their rights/ title/ interest, over the Said Lands before or after entering into this Sale Deed.
  - The Vendors for their bona fide needs & requirements have agreed to sell the Said! E. Lands to the Vendee along with all rights, title, and interest along with the right to passage, easements, benefits, privileges attached and appurtenant thereto as per the terms and condition mentioned in this Sale Deed.

For Vipul SEZ Developers Pvt. Ltd.

For PKBK Buildwell Pvt. Ltd.

For Signature Global (In dia) Limited

Director/Auth.Signatory

Authorised Sanatory/Director

orised Signate



### 1. SALE TRANSACTION

For Solitaire Capital Tru

Morised Signatory

Authorised Signato

**Authorised Signatory** 

The Vendors do hereby, irrevocably, absolutely and forever grant, sell, convey, transfer and alienate unto the Vendee and the Vendee hereby purchases from Vendors the Said Lands including all the benefits, easements, rights and interests appurtenant thereto in exchange of Total Sale Consideration (defined hereinbelow) as provided herein.

### 2.

PAYMENT OF CONSIDERATION

In consideration of the aforesaid, the Vendee, has paid INR 326,37,41,250/-("Totals Sale Consideration") to the Vendors in the following manner:

- 2.1.1 On execution of agreement to sell dated April 5, 2023: Under the agreement to sell dated April 5, 2023 executed but sell dated April 5, 2023, executed between the Parties and the Confirming Parties the Vendee paid an amount of INR 22,50,00,000/-less TDS of 1% amounting to INR 22,50,000/- (the TDS deducted has been deposited with the Income Tax Department vide challan bearing number 00294 and dated 21/09/2023), net amount equivalent to INR 22,27,50,000/- infavour of Vendor 1(collectively ·S PVT.LPdr National Synthetics Limited referred to as "Advance Sale Consideration"). The Vendee has also duly provided certificate issued by the Income Tax Department confirming deposit of the requisite tax deducted at source to the Vendors and the Confirming Parties; and
- 2.1.2 On execution and registration of this Sale Deed: The balance sale consideration (i.e., Total Sale Consideration after adjusting Advance Sale Consideration), equivalent to INR 303,87,41,250/-less TDS of 1% amounting to INR 3,03,87,413/-(paid to relevant authorities vide challan bearing number [•] and dated [•]) net amount being INR3,008,353,838/-, has been paid by the Vendee to the Vendors, simultaneously with the execution and registration of this Sale Deed in the following manner:

Account Name	Account No	Cheque No	Date	Amount (III)
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824183	10-Oct-23	90,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824184	10-Oct-23	90,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824185	10-Oct-23	90,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824186	10-Oct-23	90,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824187	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824188	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824189	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824190	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL	99909810931212	824191	10-Oct-23	90,000,000

For Vipul SE2

For Signature Global (India) Limited

Director/



				y
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824192	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824193	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824194	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824195	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824196	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824197	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824198	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824199	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824200	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824252	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824253	10-Oct-23	90,000,000
VIPUL SEZ DEVELOPERS PL ESCROW ACT V	99909810931212	824254	10-Oct-23	79,191,268
		Total		1,879,191,268
PKBK BUILDWELL PVT LTD ESCROW ACT VII	99909810931215	824255	10-Oct-23	90,000,000
PKBK BUILDWELL PVT LTD ESCROW ACT VII	99909810931215	824256	10-Oct-23	90,000,000
PKBK BUILDWELL PVT LTD ESCROW ACT VII	99909810931215	824257	10-Oct-23	90,000,000
PKBK BUILDWELL PVT LTD ESCROW ACT VII	99909810931215	824258	10-Oct-23	94,933,800
PKBK BUILDWELL PVT LTD ESCROW ACT VII	99909810931215	Total		364,933,800
VIPUL SEZ DEVELOPERS PL ESCROW ACT IV	99909811296870	824259	10-Oct-23	30,883,90
Account Name	Account No	DD No	Date	Amount 🗀
VIPUL SEZ DEVELOPERS PL ESCROW ACT III	99909999218308	117089	10-Oct-23	500,000;
VIPUL SEZ DEVELOPERS PL ESCROW ACT III	99909999218308	818679	10-Oct-23	233,344,860
		Total		733,344,860
TOTAL AMOUNT				3,008,353,838

## 3. DELIVERY OF POSESSION OF SAID LANDS

Simultaneously with the execution and registration of this Sale Deed, the Vendors have delivered possession of the Said Lands to the Vendee as owner thereof, and the Vendee has accepted the same.

SEZ Developers Pvt. Ltd.

For PKBK Buildwell Pvt. Ltd.

Director/Auth.Signatory

For SignatureGlobal (India) Limited

For Vipul SEZ Developers Pvt. Ltd.

For Vipul Limited

For Solitaire Capital Trustee

Authorised Signatory

For SignatureGlobal (India) Limited



- 4.1 The Vendor 1 hereby assures, represents, and declares that:
  - The Vendor 1 is duly organized and validly existing under the laws of India;
  - (b) Vendor 1 has the power and the authority to enter into and perform its obligations under this Sale Deed in accordance with the terms hereof and has taken all necessary corporate and other corporate actions to authorize the execution, delivery, and performance of the obligations under this Sale Deed;
  - (c) Vendor 1 is the owner of the Said Land 1 and has possession of the same; and
  - The Vendor 1 has a clear, good, and marketable title to the Said Land 1.
  - Vendor 1 has provided all the requisite documents, clarifications, assistance etc., as required by the Vendee/its consultants for carrying out legal and technical due diligence and physical inspection in respect of the Said Land 1;

The Vendor 2 hereby assures, represents, and declares that:

- The Vendor 2 is duly organized and validly existing under the laws of India; (a)
- (b) Vendor 2 has the power and the authority to enter into and perform its obligations under this Sale Deed in accordance with the terms hereof and has taken all necessary corporate and other corporate actions to authorize the execution, delivery, and performance of the obligations under this Sale Deed;
- (c) The Vendor 2 is the owner of the Said Land 2 and has possession of the same; and
- (d) The Vendor 2 has a clear, good, and marketable title to the Said Land 2.
- Vendor 2 has provided all the requisite documents, clarifications, assistance etc. (e) as required by the Vendee/its consultants for carrying out legal and technical due diligence and physical inspection in respect of the Said Land 2; or National Synthet

## REPRESENTATIONS OF THE VENDEE

The Vendee hereby represents and declares to the Vendor as follows:

- (a) The Vendee is duly and validly incorporated under the laws of India;
- (b) The Vendee has the power and the authority to enter into and perform its obligations under this Sale Deed in accordance with the terms hereof and has taken all necessary corporate and other corporate actions to authorize the execution, delivery, and performance of the obligations under this Sale Deed;
- The execution, delivery and performance of this Sale Deed will not conflict with (c) result in the breach of, or constitute a default under any covenant, agreement understanding, decree, or order to which Vendee is a party or by which Vendee of

For Vipul SEZ Developers Pvt. Ltd.

Director/Auth.Signatory

For PKBK Buildwell Pvt. Ltd.

For SignatureGlobal (India Limited

Authorised Signatory

uthorised Signatory

Director/Auth.Signatory

Authorised Signatory/Director

5.

inthetics Limited

4.

For Solitaire Capital

4.2

orised Signatory

**Authorised Si** 

gnatory



any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws;

- The Vendee has, after making all necessary and requisite enquiries (including physical verification and independent title and legal due diligence) satisfied itself as to the authority, right, title and interest of the Vendors to deal with the Said Lands and there will not be any further investigation or objection by the Vendee on this behalf. Further, the Vendors have provided all the requisite documents, clarifications, assistance etc., as required by the Vendee/its consultants for carrying out legal and technical due diligence and physical inspection in respect of the Said Lands. The Vendee agrees and acknowledges that the Vendors are not required to take any action whatsoever to perfect its rights, title, or interest, over the Said Lands before or after entering into this Sale Deed;
- The Vendors shall not, in any manner whatsoever, be liable for making payments (e) or indemnifying the Vendee for any demands raised by government authority in pursuance of any new levy imposed under a statutory provision not in existence at the time of execution and registration of this Sale Deed;
- (f) All the fees, costs, and expenses in relation to the Said Lands including but not limited to taxes, charges, demands, claims, revenue, cesses, and municipal charges and all other dues outstanding towards any municipality or authority, other charges and amounts payable in respect of the Said Lands, for the period subsequent to execution of the Sale Deed, shall be borne solely and exclusively by the Vendee without any recourse to the Vendors and Confirming Parties; and
- The sums to be paid by the Vendee towards the Sale Consideration are not proceeds from any illegal transaction and do not violate provisions of any (g) Applicable Laws, including but not limited to the Prevention of Money

- The Confirming Party 5 to the extent of 18.20% and Confirming Party 4 to the extent of 81.80% hereby agree and undertake to indemnify, defend, and hold harmless at Vendee and its successors and assigns ("Indemnified"). Confirming Party 5 to the extent of 18.20% and Commission ("Indemnify, defend, and hold harmless the ee and its successors and assigns ("Indemnified Parties") upon demand for any and actual costs, fines, penalties, damages, liabilities, losses, expenses incurred Indemnified Parties due to any reason arising out of or in connection with:

  Any defect in title of the Vendors to the Said Lands; and, or,
  any misrepresentation, inaccuracy, or any breach of any of its representations and warranties as set out in this Sale Deed; and, or,
  non-fulfillment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Sale Deed by the Vendors; and, or, 6.1 by the Indemnified Parties due to any reason arising out of or in connection with:
  - (a)
  - (b)
  - (c)
  - gross negligence, fraud and, or willful misconduct or fraudulent concealment by the Vendors.

For Vipul SEZ Developers Pvt. Ltd.

**Nuthorised Signatory** 

For PKBK Buildwell Pvt. Ltd.

For Signature Global (India) Limited

Director/Auth.Signatory

Director/Auth.Signatory



For Karamchand Realtech (P) Ltd

### 7. **MISCELLANEOUS**

### 7.1 **Stamp Duty & Registration Charges**

The cost of stamp duty and registration charges in respect of this Sale Deed shall be borne and paid by the Vendee and the Parties shall borne their own cost for the documentation, vetting or negotiations of this Sale Deed.

### **Notices**

All notices, requests or consents provided for or permitted to be given under this Sale Deed must be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested addressed as follows and shall be deemed received two days after mailing or on the date of delivery, if personally delivered or in the case of fax or email, on the date of sending, provided a confirmation of receipt is obtained within normal business hours, otherwise on the following day:

To Vendor 1:

Vipul SEZ Developers Private Limited, 14/185-14/186, Ground Floor, Malviya Nagar, Main Shivalik Road New Delhi - 110017

Attn: Mr. Punit Beriwala

To Vendor 2:

PKBK Buildwell Private Limited, 14/185-14/186, Ground Floor, Malviya Nagar, Main Shivalik Road New Delhi - 110017

Shivalik Road New Delhi - 110017

Shivalik Road New Delhi - 110017

Attn: Mr. Sanjiv Ahuja

To the Vendee:

SignatureGlobal (India) Limited, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhambatt Road, Connaught Place, New Delhi - 110001

Attn: Mr. Devender Aggarwal

To the Confirming Party 1: National Synthetics Limited, 11th Floor NarainManzil, 50 Barakhamba Road, New Delhi - 110001

Barakhamba Road, New Delhi – 110001

Attn Mr. Inder Preet Singh

Tel. 011-43621200

To the Confirming Party2: Silverstone Developers Private Limited, 11th Floor

NarainManzil, Barakhamba Road, New Delhi – 110001

Attn Mr. Arvind Vachaspati

For PKBK Buildwell Pvt. Ltd.

For SignatureGlobal (India) Limited

Authorised Signatory/Director

Signatory

authorised

For Vipul SEZ Developers Pvt. Ltd.

Director/Auth.Signatory Director/Auth Signator



011-43621200

To the Confirming Party 3:

KaramchandRealtech Private Limited, 72, Okhla

Industrial Estate, Phase - III Delhi - 110020

Attn

Mr. Anil Arya

E-mail

anil.arya@karamchand.com

To the Confirming Party 4:

Vipul Limited, Unit No. 201, C 50, Malviya Nagar,

New Delhi -110017

Attn

Mr. Alok Srivastava

Tel.

For Solitaire Capital Tru

thorised Signatory

+91-9953401800

To the Confirming Party 5:

Solitaire Capital India, S – 38, Greater Kailash – II,

New Delhi - 110048

Attn

Mr. Sanjiv Ahuja

Tel.

+91-98101-74026

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above

### 7.3 Jurisdiction

This Sale Deed shall be interpreted, governed, and construed in accordance with the laws of India and all disputes arising out of or in relation to this Sale Deed shall be subject to the exclusive jurisdiction of Courts of Gurugram, Haryana or any other courts of law as may be designated by the Hon'ble High Court of Punjab & Haryana for this purpose.

# Severability

Each of the provisions contained in this Sale Deed shall be severable, and the unenforceability of one provision shall not affect the enforceability of any other provisions or of the remainder of this Sale Deed.

### 7.5 Waiver

No waiver of any of the terms of this Sale Deed shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

For Vipul SEZ Developers Pvt. Ltd.

Director/Auth.Signatory

For PKBK Buildwell Pvt. Ltd.

Director/Auth.Signatory

For Signature Clobal (India) Limited

Authorised Signatory/Director

For Karamchand Realtech (P) Ltd.

For Vipul Limited



### 7.6 Irrevocable

This Sale Deed will remain irrevocable and binding upon the Parties, their successors, executors, assignees, nominees etc. as well. Neither the Vendor nor any of their heirs or legal representatives, successors, executors, attorney holders, assignees etc., would make any claim, whatsoever against the Vendee or further transferee(s) at any time in future with respect to the Said Lands.

### 7.7 Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence, and confirm their rights and the intended purpose of this Deed.

[Signature Page Follows]

For Vipul SEZ Developers Pvt. Lto

Director/Auth.Signatory

For PKBK Buildwell Pvt. Ltd.

Director/Auth.Signatory

For Vipul, Limited

Authorised Signatory

For Solitaire Capita

morised Signatury

For National Synthetics Limited

**Authorised Signatory** 

For National Synthetics Limited

**Authorised Signatory** 

FOR SILVER STONE DEVELOPERS PVT. LTD

Authorised Signatory/Director

For Karamchand Realtech (P) Ltd.

Authorised Signatory

For Signature Global (India) Limited



# SCHEDULE I – DETAILED DESCRIPTION OF SAID LAND 1

Land Owner	Khewat No.	Khatoni No.	Rect. Nos.	Killa No	Kanal	Marla	Area (Acres)	Share
	373	376	11	2/2	3	11	0.444	
	373	376	11	9	8	0	1.000	
	373	376	11	11	8	0	1.000	
	373	376	11	12	8	0	1.000	
	373	376	11	18	8	0	1.000	
	373	376	11	19	8	0	1.000	
	373	376	11	20 Min East	7	18	0.988	
Vipul SEZ	373	376	11	21 Min East	7	8	0.925	Full
Developers Pvt	373	376	11	22	8	0	1.000	
Ltd (Earlier	373	376	11	23	8	0	1.000	
known as Indica	373	376	11	24	8	0	1.000	
Estates Pvt Ltd)	373	376	23	1	8	0	1.000	
	373	376	23	2	8	0	1.000	
T	373	376	23	3	8	0	1.000	
7	373	376	23	4	8	0	1.000	
For National Synthetics	584	592	23	7	8	0	1.000	<b>1</b>
on	584	592	23	8/1	5	0	0.375	oostoch (P) Itd
S	373	376	23	8/2	3	0	0.625	_5
ynt	373	376	23	9	8	0	1.000	1
het	. 373	376	23	10	8	0	1.000	
lics	351	354	23	11	8	0	1.000	Full
	351	354	23	20	8	0	1.000	
Sub Total Vipul SEZ					162	17	20.356	
Vipul SEZ Developers Pvt	305	307	1	16	7	7	0.919	
Ltd (Earlier	305	307	1	25/2	3	0	0.375	Full
Sub Total					10	7	1.294	
Estates Pvt Ltd)  Sub Total  TOTAL LAND  VIPUL SEZ					173	4	21.650	

VIPUL SEZ

For Vipul SEZ Developers Pvt. Lta.

Director/Auth.Signatory

Authorised Signatory

authorised Signatory

Director/Auth.Signatory

For PKBK Buildwell Pvt. Ltd.

For Vipul Limited

Authorised Signatory

For Signature Global (India) Limited

Authorised Signatory/Director

For SILVER STONE DEVELOPERS PVT. LT



## SCHEDULE II - DETAILED DESCRIPTION OF SAID LAND 2

Land Owner	Khewat No.	Khatonni No.	Rect. Nos.	Killa No	Kanal	Marla	Area (Acres)	Share
P.K.B.K	362	365						
Buildwell	10		10	14	9	10	1.188	
Pvt. Ltd	10							į
	362	365	10	15/1	2	4	0.275	
	362	365	10	16 Min North	5	9	0.681	
Sub Total					17	3	2.144	
P.K.B.K Buildwell Pvt. Ltd	362	365	10	16 Min South	2	3	0.269	
	362	365	10	17	8	0	1.000	
	362	365	10	18	5	10	0.688	
Sub Total					15	13	1.956	
TOTAL								
LAND					32	16	4.100	
PKBK								

For Vipul SEZ Developers Pvt. L.

Director/Auth.Signatory

For PKBK Buildwell Pvt. Ltd.

Director/Auth.Signatory

For Vipul Limited

Authorised Signatory

For Solitaire Capital Trustees Pv

Authorised Signatory

Tax National Synthetics Limited

Authorised Signatory

For SILVER STONE DEVELOPERS PVT. LTB:

For Karamchand Realtech (P) Ltd.

Authorised Signator:

CTOF

Authorised Signatory

For SignatureGlobal (India) Limited



IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month, and year, first above written and in the presence of the following witnesses.

Signature Signature Clobar (India) Limited	Signature For Vipul SEZ Developers Pvt. Ltd.
Name : \	Name :
Designation : Authorised Signatory/Director	Designation : Director Auth. Signatory
Duly authorized to sign for and on behalf of Vendee, i.e., SIGNATUREGLOBAL (INDIA) LIMITED	Duly authorized to sign for and on behalf of Vendor 1, i.e., VIPUL SEZ DEVELOPERS PRIVATE LIMITED
Signature : For PKBK Buildwell Pvt. Ltd.	Signature :
Name :	Name For National Synthetics Limited
Designation : Director/Auth.Signatory	Designation : Authorised Signatory
Duly authorized to sign for and on behalf of Vendor 2, i.e., <b>PKBK BUILDWELL PRIVATE LIMITED</b>	Duly authorized to sign for and on behalf of Confirming Party 1, i.e., NATIONAL SYNTHETICS LIMITED
Signature :	Signature For Karamshand P. J.
Name For SILVER STONE DEVELOPERS PVT. 1	Name : Waramchand Realtech (P) Ltd.
Designation:	Designation : Authorised Signatory
Authorised Signatory/Ding Duly authorized to sign for and on behalf of	Duly authorized to sign for and on behalf of
Confirming Party 2, i.e., SILVERSTONE DEVELOPERS PRIVATE LIMITED	Confirming Party 3, i.e., KARAMCHAND REALTECH PRIVATE LIMITED
Signature : For Vipul Limited	Signature : For Solitaire Capital Truspers Printed
Name :	Name For Solitaire Copy
Designation Authorised Signatory	Designation :
Duly authorized to sign for and on behalf of Confirming Party 4, i.e., <b>VIPUL LIMITED</b>	Duly authorized to sign for and on behalf of
Commining Party 4, i.e., VII OL LIVITED	Confirming Party 5, i.e., SOLITAIRE CAPITAL INDIA (FOR & ON BEHALF OFSOLITAIRE I & SOLITAIRE II)
Witnesses	11,00 Sh King
B-337 DARROT	SHERN KUNG 3HER S/OZA. SA PARTOFUEZ JUTA UTAJRAJIA
RIMARIA NIONE	ज्योति पाक्रवास्ववास



25/10/2023



# RECTIFICATION/SUPPLEMENTAL DEED TO THE SALE DEED

This rectification/supplemental deed ("Rectification Deed") is made and executed at Sub Tehsil Badshahpur Distt. Gurugram, Haryana, on this 25<sup>th</sup> day of October, 2023, by and amongst:

VIPUL SEZ DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U45201DL2006PTC146089 and having its registered office at 14/185-14/186, Ground Floor, Malviya Nagar, Main Shivalik Road New Delhi - 110017, represented by its authorized signatory, Mr. Alok Srivastava, duly authorized vide board resolution dated 09 August, 2023 (hereinafter referred to as "Vendor 1", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the FIRST PART;

### AND

**PKBK BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U70101DL2005PTC135706 and having its registered office at 14/185-14/186, Ground Floor, Malviya Nagar, Main Shivalik Road New Delhi - 110017, represented by its authorized signatory, Mr. Alok Srivastava, duly authorized vide board resolution dated 09 August 2023 (hereinafter referred to as "**Vendor 2**", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the **SECOND PART**;

For PKBK Buildivell Pvt. Ltd.

For Vipul SEZ Developers Pvt. Ltd.

For Signature Global (India) Limited

Director/Auth.Signatory

Director/Auth.Signatory

डीड सबंधी विवरण

डीड का नाम

**TARTIMA** 

तहसील/सब-तहसील

बादशाहपुर

गांव/शहर

फाजिलपुर झाडसा

# धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 3 रुपये

स्टाम्प नं : G0X2023J186

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:108729838

पेस्टिंग श्लंक 3 रुपये

रुपये

Drafted By: HEM RAM KHATANA ADV

Service Charge: 200

यह प्रलेख आज दिनाक 25-10-2023 दिन बुधवार समय 1:14:00 PM बजे श्री/श्रीमती /कुमारी

VIPUL SEZ DEVELOPERS PVT LTDthru ALOK SRIVASTAVAOTHER PKBK BUILDWELL PVT LTDthru ALOK SRIVASTAVAOTHER निवास NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर )

हस्ताक्षर प्रस्तुतकर्ता

VIPUL SEZ DEVELOPERS PVT LTD PKBK BUILDWELL PVT LTD

THE SEAL O

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SIGNA LURIGLOBAL INDIA LIMITED thru DEVENDER AGGARWALOTHER हाजिर है । प्रतृत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारी NITISH SHARMA ADV पिता HEM RAM निवासी GURUGRAM व श्री/श्रीमती /कुमारी UMESINKUMAR पिता KISHAN CHAND

निवासी GURUGRAM ने की |

BADSHAHPUR

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते हैं तथा वह साक्षी नं:2 की पहचान करता है |

For PKEK Pulleyell ) शिक्षि में प्राप्त पंजीयन अधिकारी (बिंद्याहणुर )

Authorised \$ignatory/Director

### AND

SIGNATUREGLOBAL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U70100DL2000PLC104787 and having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi - 110001, represented by its authorized signatory, Mr. Devender Aggarwal, duly authorized vide board resolution dated 10 October 2023 (hereinafter referred to as "Vendee", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the

Vendor 1 and Vendor 2 are jointly referred to as the "Vendors".

The Vendors and the Vendee are individually referred to as a "Party" and jointly referred as the "Parties".

WHEREAS the Vendors have sold and transferred all rights, title and interest in land admeasuring 21.650 acres (173 Kanal 4 Marla) situated at Village Fazilpur, Gurugram, Haryana ("Land 1") and land admeasuring 4.100 acres (32 Kanal 16 Marla) of land parcels situated at Village Fazilpur, Gurugram, Haryana ("Land 2") to the Vendee by way of sale deed dated October 23, 2023 bearing vasika number 10296 registered with the Office of Sub-Registrar-Badshahpur, District Gurugram, Haryana ("Sale Deed").

**AND WHEREAS** in the Sale Deed, the total area of Land 1 and Land 2 is 206 Kanal. However, inadvertently and due to human error, on the back side of page number 1 of the Sale Deed, the Office of Sub-Registrar-Badshahpur, District Gurugram, Haryana, have wrongly specified the total area under the Sale Deed as 188 Kanal 40 Marla but the correct area under the Sale Deed is 206 Kanal.

AND WHEREAS the Parties have mutually agreed to rectify the aforesaid mistake in the Sale Deed and now the Parties are entering into the present Rectification Deed.

### NOW THEREFORE THIS INDENTURE WITNESSES AS UNDER:

- 1. The Parties hereby agree and acknowledge that the correct land sold under the Sale Deed is 206 Kanal and the details of the same are provided in **Schedule I** and **Schedule II** hereto.
- 2. That all references to the Said Lands as appearing in the Sale Deed stands corrected as per Clause 1 herein above.

3. That except the aforesaid, all other terms and conditions of the Sale Deed shall remain the same and binding upon the parties. For SignatureGlobal (India) Limited

For PKBK Buildwell Pvt. Ltd.

For Vipul SEZ Developers Pvt. Lta.

Director/Auth.Signatory

Reg. Year

Book No.

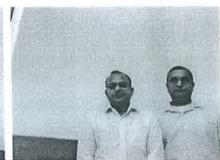
10337

2023-2024

1







पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

पेशकर्ता :- thru ALOK SRIVASTAVAOTHER VIPUL SEZ DEVELOPERS PVT LTD thru ALOK SRIVASTAVAOTHER PKBK BUILDWELL PVT LTD\_\_\_\_\_\_

दावेदार :- thru DEVENDER AGGARWALOTHERSIGNATUREGLOBAL INDIA

LIMITED

गवाह 1 :- NITISH SHÀRMA ADV

गवाह 2 :- UMESH KUMAR \_\_\_

luck keway

THE SEAL OF

प्रमाणित किया जाता है कि यह प्रलेख क्रमोंक 10337 आज दिनांक 25-10-2023 को बही नं 1 जिल्द नं 596 के पृष्ठ नं 116.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 940 के पृष्ठ संख्या 94 से 97 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये है |

For Signature: Intervioling

दिनांक 25-10-2023

उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

न्मिति प्रमाप्ट Ltd. For Vipul SEZ Developers Pvi. दात

- 4. That the mistake as captured herein is hereby rectified and modified and the Sale Deed shall remain in full force and effect.
- 5. That this Rectification Deed to the Sale Deed shall always be treated as part & parcel of the Sale Deed and shall always be read with the same.
- 6. In the event of there being an inconsistency in the interpretation of the provisions of the Sale Deed and this Rectification Deed, the terms of this Rectification Deed shall take preference.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month, and year, first above written and in the presence of the following witnesses.

Signature : For SignatureGlobal (India) Limited Name : Designation : Authorised Signatory/Director	Signature For Vipul SEZ Developers Pvt. Ltd.  Name :  Director/Auth.Signatory  Designation :
Duly authorized to sign for and on behalf of Vendee, i.e., SIGNATUREGLOBAL (INDIA) LIMITED	Duly authorized to sign for and on behalf of Vendor 1, i.e., VIPUL SEZ DEVELOPERS PRIVATE LIMITED
Signature : For PKBK Buildwell Pvt. Ltd.  Name : Director/Auth.Signatory  Duly authorized to sign for and on behalf of Vendor 2, i.e., PKBK BUILDWELL PRIVATE LIMITED	
Witnesses  1. IDENTIFIED BY  After Seen Aad ar/I.D. Card of Parties iot Responsible if ID is not Genuine) NITISH SHARMA (ADVOCATE)  GURUGRAM	Witnesses  2. Un Shi kwast 347 GHRS/O Ed. 44 A 210T-dop wither 4th of 13 JRTJA

For Signature@Incomplessor parties

Authoritsed Signatury (Niedlan

For Vipul SEZ Developers Pvt Liu

Director/Auth Signatory

For PKBK Buildwell Pvt. Ltd.



# SCHEDULE I – DETAILED DESCRIPTION OF SAID LAND 1

Land Owner	Khewat No.	Khatoni No.	Rect. Nos.	Killa No	Kanal	Marla	Area (Acres)	Share
	373	376	11	2/2	3	11	0.444	
A COLUMN THE STATE OF	373	376	11	9	8	0	1.000	
	373	376	11	11	8	0	1.000	
	373	376	11	12	- 8	0	1.000	Î
100	373	376	11	18	8	0	1.000	
	373	376	11	19	8	0	1.000	
	373	376		20	145-			
		1	11	Min	7	18	0.988	
			1 8	East		<u> </u>		
Vipul SEZ	373	376	11	21 Min East	7	8	0.925	D 11
Developers Pvt	373	376	11	22	8	0	1.000	Full
Ltd (Earlier	373	376	11	23	8	0	1.000	
known as Indica	373	376	11	24	8	0	1.000	1
Estates Pvt Ltd)	373	376	23	1	8	0	1.000	
	373	376	23	2	8	0	1.000	
	373	376	23	3	8	0	1.000	
	373	376	23	4	8	0	1.000	
	584	592	23	7	8	0	1.000	
	584	592	23	8/1	5	0	0.375	
	373	376	23	8/2	3	0	0.625	
	373	376	23	9	8	0	1.000	
	373	376	23	10	8	0	1.000	
	351	354	23	11	8	0	1.000	Ful
	351	354	23	20	8	0	1.000	
Sub Total					162	17	20.356	
Vipul SEZ Developers Pvt Ltd	305	307	1	16	7	7	0.919	n 1
(Earlier known as Indica Estates Pvt Ltd)	305	307	1	25/2	3	0	0.375	Ful
Sub Total					10	7	1.294	
TOTAL LAND VIPUL SEZ	1100	i de ka			173	4	21.650	

For PKBK Buildwell Pvt. Ltd.

Director/Auth Signatory

For Signature Global (India) Limited

Authorised Signatory/Director

For Vipul SEZ Developers Pvt. Lta.

THE SEAL OF STATE OF STATE OF SEAL OF

For PKBK Buildwell Pvt Ltd.

and the second s

to the same of the

For Vipol SE2 David person and

Director/Auth, Signalony

# SCHEDULE II – DETAILED DESCRIPTION OF SAID LAND 2

Land Owner	Khewat No.	Khatonni No.	Rect. Nos.	Killa No	Kanal	Marla	Area (Acres)
P.K.B.K Buildwell Pvt. Ltd	362	365	10	14	9	10	1.188
	362	365	10	15/1	2	4	0.275
	362	365	10	16	7	12	0.95
	362	365	10	17	8	0	1.000
	362	365	10	18 min East	5	10	0.688
Sub Total							
TOTAL LAND PKBK					32	16	4.100

For PKBK Buildwell Pvt. Ltd.

Director/Auth Signatory

For Vipul SEZ Developers Pvt. Ltu.

Director/Auth.Signatory

For Signature Global (India) Limited

For PKBK Bulkdwell Pvt Ltd.

For Signardish word (multip commit

Authorised Signatury/Objector

Full After Size Developers P.W. or L.

THE SEAL OF

BADSHAHPUR