

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 23/12/2024

Certificate No. G0W2024L4395

GRN No. 125511565



Stamp Duty Paid : ₹ 46900000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Dore Realtors Pvt Ltd

H.No/Floor : B156

Sector/Ward : Na

LandMark : Shukra bazar new ashok nagar

City/Village : East delhi

District : East delhi

State : Delhi

Phone: 92*****01



Buyer / Second Party Detail

Name : Sun International Ltd

H.No/Floor : 75c/3rdf

Sector/Ward : Na

LandMark : Park street

City/Village: Kolkatta

District : Kolkatta

State : West bengal

Phone : 92*****01

Purpose : NJS for Sale Deed

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

SALE DEED

Type of Deed	:	Sale Deed
Type of Property	:	Agricultural land
Area of Land	:	4.00 Acres
Unit Land	:	32 Kanals 00 Marlas
Village	:	Village Daulatabad (Sector-103)
Tehsil	:	Kadipur
District	:	Gurugram
Sale Consideration	:	Rs. 67,00,00,000/-
Stamp Duty	:	Rs. 4,69,00,000/-
Certificate No.	:	G0W2024L4395/23-12-2024
Registration Fees/GRN No.	:	Rs. 50,005/- & 125511785



For Dore Realtors Pvt. Ltd.

Authorised Signatory

For Babbler Projects Private Limited

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For SUN INTERNATIONAL LIMITED

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वसीका संबंधी विवरण		
वसीका का नाम SALE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- कादीपुर	गांव/शहर- दौलताबाद	स्थित- Daultabad
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पुराना शहरी क्षेत्र
पता : 531/584, 603/680,941/1053,603/680,941,1053, KILLA NO-14,16,17,24/2,25,21, VILLAGE DAULTABAD TEH KADIPUR GURUGRAM, 122001, Village Daultabad Outer		
धन संबंधी विवरण		
राशि- 670000000 रुपये	कुल स्टाम्प शुल्क- 469000000 रुपये	
स्टाम्प नं- G0W2024L4395	स्टाम्प का मूल्य- 469000000 रुपये	
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:125511785	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- SHIV KUMAR ADV		सेवा शुल्क- 200
भूमि का विवरण		
निवासीय		19300 Sq. Yards
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- ICED5MY3	प्रॉपर्टी नं- Na	मालिक- DORE REALTORS PRIVATE LIMITED
पता- 531/584, 603/680,941/1053,603/680,941,1053, KILLA NO-14,16,17,24/2,25,21, VILLAGE DAULTABAD TEH KADIPUR GURUGRAM, 122001, Village Daultabad Outer		

यह प्रलेख आज दिनांक 24-12-2024 दिन मंगलवार समय 2:28:00 PM बजे श्री/श्रीमती/कुमारी DORE REALTORS PVT LTDthru PAWAN KUMAROTHER निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For Dore Realtors Pvt. Ltd.

हस्ताक्षर प्रस्तुतकर्ता


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DORE REALTORS PVT LTD

संयुक्त उप पंजीयन अधिकारी NT Kadipur

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

For Dore Realtors Pvt. Ltd.

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


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दिनांक 24-12-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur

DORE REALTORS PVT LTD

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी SUN INTERNATIONAL LIMITED thru SHAILENDRA CHAUHANOTHER 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 में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SHIV KUMAR ADV पिता निवासी GGM व श्री/श्रीमती/कुमारी NASEEM AHMAD पिता निवासी GGM ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 24-12-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur

SALE DEED

THIS SALE DEED ("Sale Deed") is executed at Gurugram on this 24th day of December, 2024 by and between

M/s Dore Realtors Private Limited, a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70109DL2010PTC205277) and having its registered address B-156, Shukra Bazar, Main Road, New Ashok Nagar, East Delhi, India-110096, having PAN No. AADCD5359F, acting through its duly empowered and authorized signatory **Mr. Pawan Kumar** (Aadhar No. 9912 7464 6345) son of Sh. Ramesh Kumar resident of House No. D-1203, Ward No. 7, Resulpur Road, New Extension Colony, Palwal (Haryana), duly authorized vide Board's resolution dated 13 December, 2024, (hereinafter referred to as the **"Seller"** which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, authorized representatives, administrators, nominees and permitted assigns etc.) of the **ONE PART**;

IN FAVOUR OF

Sun International Limited, (CIN: U51420WB1977PTC031053) a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at 75C, Park Street, 3rd Floor, Kolkatta-700016, West Bengal having PAN No. AALCS3889D, acting through its authorised Signatory **Mr. Shailendra Chauhan** (Aadhar No. 2086 8896 9667) son of Sh. Dr. R.P. Singh Chauhan resident of EA-77, Inderpuri, IARI Central Delhi, Delhi, duly authorized vide Board's resolution dated 26 July, 2024 (hereinafter referred to as **"Purchaser"** which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors- in-interest, authorized representatives, administrators, nominees, and permitted assigns etc.) of the **OTHER PART**.

AND

Babbler Projects Private Limited, (CIN: U45400HR2008PTC080248) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram - 122101, acting through its Authorized Representative, **Mr. Naseem Ahmad** (Aadhar No. 2280 4076 1641) son of Sh. Bundu Ali resident of H-16/73, Third Floor, H-Block, Gali No. 16, Sangam Vihar, Devil, South Delhi, Delhi, authorized vide board resolution dated 13 August, 2024, (hereinafter referred to as the **"Confirming Party"**, which expression shall, unless it be repugnant to the context or meaning

For Dore Realtors Pvt. Ltd.


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Reg. No.

Reg. Year

Book No.

13593

2024-2025

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विक्रेता



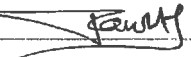
क्रेता



गवाह



उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru PAWAN KUMAROTHER DORE REALTORS PVT LTD 

क्रेता :- thru SHAILENDRA CHAUHANOTHERSUN INTERNATIONAL LIMITED 

गवाह 1 :- SHIV KUMAR ADV 

गवाह 2 :- NASEEM AHMAD 

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13593 आज दिनांक 24-12-2024 को बही नं 1 जिल्द नं 302 के पृष्ठ नं 19.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2628 के पृष्ठ संख्या 97 से 100 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 24-12-2024


उप/संयुक्त पंजीयन अधिकारी कादीपुर

thereof, be deemed to mean and include its legal representatives, successor-in -interest, affiliates, nominees and assigns)

The Seller, Confirming Party and the Purchaser are hereinafter collectively referred to as '**Parties**' and individually referred to as a '**Party**'

WHEREAS:-

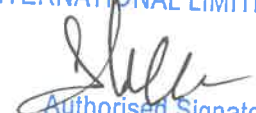
- A. The Seller and the Confirming Party assure, declare, and represent to the Purchaser that:
- A.1 The Seller is the absolute owner and in possession of Khudkasth land admeasuring 4.00 Acres (32 Kanals 0 Marla) ***as mentioned*** in Schedule I and situated in Village Daulatabad Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana as per the Jamabandi for the Year 2020-21 (the said lands admeasuring 4.00 Acres are hereinafter collectively referred to as the '**Said Land**'). The Seller acquired the Said Land and became the owner in possession of the Said Land by virtue of Sale Deeds as mentioned in Schedule II and subsequent thereof mutations whereof were entered vide Mutation Nos. 2521 and 2612 of Sale and Mutation No.4079 of Partition.
- A.2 The Seller is the sole, absolute, and exclusive recorded owner of the Said Land which is also reflected in the revenue records and possesses clear and marketable title of the Said Land and has unfettered, absolute and unrestricted right, title, easement and interest therein and is in lawful and actual possession thereof with transferable rights, title and interests in the Said Land and are thus fully entitled and competent to sell, transfer and convey the same to the Purchaser.
- A.3 The Seller has actual, exclusive, physical, and peaceful possession of the Said Land.
- A.4 The Confirming Party and the Seller, alongwith certain other entities have entered into an Agreement to Sell dated 21.08.2024 in respect of the said land and other land whereby the Confirming Party is entitled to get the sale deed of the Said Land executed and registered either in its favour or in favour of its nominee(s).
- A.5 The Seller and Confirming Party have mutually agreed and decided that the present sale deed of the Said Land be executed and registered in favour of the Purchaser as nominee

For Dore Realtors Pvt. Ltd.


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of the Confirming Party and accordingly this sale deed is being executed and registered by the Seller in favour of the Purchaser with the express consent of the Confirming Party and the Seller and in token of confirmation of the terms and conditions mentioned in this sale deed, the Confirming Party is signing and joining in the execution of this sale deed alongwith the Seller and the Purchaser.

- A.6 The Said Land or any portion thereof is free from all encumbrances including but not limited to mortgage/charge whatsoever, prior agreement to sell except the agreement to sell dated 21.08.2024 mentioned above, development right/ collaboration agreement/ agreement, encroachment by or settled possession of a third party, any title defect, restriction or limitation of any nature, such as restriction on use, transfer, conditional sale contract, any arrangement, claim, land ceilings, land acquisition/requisition and particularly that they have not created any charge, lease or mortgage on the same or pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale and the same is also not subject to any *lis pendens*, stay order, notices, charges, disputes, litigation or any court decree or injunction or attachment in the decree of any court, either before or after judgment, government investigation, acquisition or requisition notices or proceedings, Income Tax or Wealth Tax attachment, option or right of pre-emption, beneficial interest/ ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, leasehold interest, co-ownership, disposal of beneficial interest, any other interest held by a third party or any other registered or unregistered encumbrance whatsoever and is also free of any rights or agreements in favour of any third person(s)/party whomsoever (collectively referred to as the '**Encumbrances**').
- A.7 The Seller has clear, effectual, good, subsisting, and unencumbered transferable and marketable title in the Said Land free from any or all Encumbrances.
- A.8 With respect to the Said Land, there is no subsisting non-compliances by the Seller in relation to any material provisions of applicable revenue laws nor is the Seller in receipt of any notice in relation to the Said Land nor any proceedings are pending with respect to the Subject Land. The Said Land, being sold or conveyed herein, does not fall within any forest/reserved area/wakf board/ government land.

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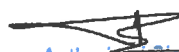
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- A.9 The Said Land exclusively belongs to the Seller and the same does not vest in any manner in any Hindu Undivided Family (HUF), nor the same at any time has been declared/recorded as property of HUF in the income tax /revenue department.
- A.10 The Said Land has not been notified, either for planned development or for any other purposes, nor the Seller has received any notice of such acquisition, nor any proceeding under provisions of any law are pending in any Court or Tribunal in respect of the Said Land.
- A.11 The Seller has full power, absolute authority, unrestricted and unencumbered rights to alienate, sell, transfer and convey the Said Land in favour of the Purchaser.
- A.12 Consequent upon execution and registration of the present sale deed, all easmentary rights, benefits, privileges, right, title, motor, rasta, khal, bhor, kotha, interest and claim therein, together with all liberties, advantages and appurtenances attached to the Said Land and standing crop(s), if any, would stand transferred to the Purchaser as on the date of execution of this sale deed.
- A.13 With respect to the Said Land, the Seller is not in non-compliance of any applicable statutes, laws (including the applicable land ceiling laws and provisions), regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as of the date of this Sale Deed, which may adversely affect the title of the Seller or the power, authority and rights of the Seller to alienate, sell, transfer and convey the Said Land in favour of the Purchaser.
- A.14 The Seller is competent and capable of executing this Sale Deed and does not require any special or additional sanction or permission to sell, transfer and convey the Said Land to the Purchaser.
- A.15 The Seller, for its bonafide legal needs, wishes to sell, transfer, and convey the Said Land along with all appurtenances thereto, to the Purchaser.

For Dore Realtors Pvt. Ltd. For Babbler Projects Private Limited


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- B. Relying on the aforesaid assurances, declarations and representations of the Seller, the Purchaser has agreed to purchase the Said Land and the Seller has agreed to sell, transfer, convey and assign all its rights, interests and titles of the Said Land together with all estate, title, easements, rights, privileges, appurtenances thereto, free from all Encumbrances, to the Purchaser for an aggregate and agreed consideration of Rs.67,00,00,000/- (Rupees Sixty Seven Crore Only) (the 'Total Sale Consideration').

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:

1. In consideration of the Total Sale Consideration paid by the Purchaser in the manner as stated herein below:
 - A. An amount of Rs. 66,33,00,000/- (Rupees Sixty Six Crores Thirty Three Lakhs Only), has been paid to the Confirming Party on behalf of the Seller.
 - B. An amount of Rs.67,00,000/- (Rupees Sixty Seven Lakhs Only) has been deducted by the Purchaser as Tax Deduction at Source @ 1% under section 194IA of Indian Income Tax Act, 1961 and deposited with the Income Tax Authority in the name of the Seller.

The Seller hereby admits and acknowledges the payments made by the Purchaser to the Confirming Party discharging the obligation of the Seller towards the Confirming Party.

The Seller doth hereby admits and acknowledges, before the Sub – Registrar, Tehsil: Kadipur, District Gurugram, Haryana, the Seller doth hereby sell, convey and transfer, alienate and assign all its entire rights, title, interest, claim, estate, easements, privileges, appurtenances in the Said Land, free from all Encumbrances, charges, prior agreement whatsoever, and mortgage etc. in any manner whatsoever, in favour of the Purchaser, who shall hereafter be the sole and absolute owner of the same and shall enjoy all rights of ownership, possession, privileges, easements, all rights of ways/passages/water, appurtenant or any other things hidden in the earth belonging to or appurtenant thereto. And the Purchaser shall stand fully discharged from its liability towards the payment of Total Sale Consideration to the Seller under this Sale Deed.

2. That the aforesaid Sale Consideration has been discharged by the Purchaser as full and final payment for purchase of the Said Land which includes all/entire cost of Said Land

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along with all things, standings, fittings, fixtures, connections, structure, tubewell, trees, rights attached to the Said Land and other common facilities and amenities etc. related thereto and on handing over the actual vacant peaceful physical possession of whole of the Said Land to the Purchaser, and now nothing is left to be paid to the Seller(s) or anybody claiming through the Seller for the sale of Said Land.

3. The actual, peaceful physical possession of the Said Land has been handed over by the Seller to the Purchaser simultaneously with the execution and registration of this Sale Deed.
4. The Seller has been left with no right, title, interest, claim or concern of any nature whatsoever on the Said Land and the Purchaser has become the absolute owner in possession of the same and shall be entitled to deal with and dispose of the Said Land as it deems fit without any interference, obstruction or hindrance from the Seller or anyone claiming under, through or in trust of the Seller.
5. The Seller has paid all the taxes, rates and other outgoings due to local bodies, revenue, other authorities and Government Offices/ Departments in respect of the Said Land up to the date of execution of this Sale Deed and the Purchaser shall bear and pay the same hereafter from the date of the execution of this Sale Deed. However, in case if any arrears are found due for the earlier period (prior to the date of execution of this Sale Deed), the same shall be discharged by the Seller as and when the same are due.
6. The Seller in addition to the representations made by it in the recitals of this Sale Deed, further, represents, assures and covenants with the Purchaser as follows:
 - (a) the Said Land is free from all Encumbrances and if it is ever proved otherwise, and if the Purchaser is not able to utilize the Said Land for its intended use as permitted under the law or whole or any portion of the Said Land is taken away or goes from the possession of the Purchaser on account of any defect in the ownership and title of the Seller on account of the above, then, the Seller (without prejudice to the other rights and remedies available with the Purchaser) shall be liable to make good the losses suffered by the Purchaser. The Seller undertakes to keep the Purchaser indemnified and harmless against all consequences that may follow including but not limited to all losses, damages, cost, market price, expenses, attorney fee, proceedings, contingent

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liabilities known or unknown that the Purchaser may suffer or incur because of any act of misrepresentation or defect in the title of the Seller;

- (b) The Seller has actual, exclusive, physical, and peaceful possession of the Said Land and the same is free of any third-party possession or adverse possession, and no part of the Said Land is a place of worship i.e. Temple, Mosque, Church etc. nor the same is earmarked/ used as a crematorium, cemetery, burial ground;
- (c) The said Land is not used or earmarked as a common road;
- (d) That there is no impediment, prohibition, restriction, or any kind of bar imposed under the law or otherwise against the Seller for sale and transfer of the Said Land by the Seller.
- (e) That the title of the Said Land is clear and marketable, and the Said Land is free from all sorts of mortgages, encumbrances, charges, tenancy, lease, patta, liens, attachments, trusts, acquisitions, prior agreements to sell, disputes whatsoever or howsoever and there is/are no notices of attachment, acquisition or requisition or notices thereto and further there is no litigation, injunction, or any other proceedings, claims or demands pending in relation to the Said Land.
- (f) That there is no prior or subsisting agreement to sell/ Development Agreement/ Collaboration Agreement/ any other agreement whatsoever, Power of attorney in respect of the Said Land or part thereof (except the said agreement to sell dated 21.08.2024 executed inter alia amongst the Seller and Confirming Party) nor has the Said Land been disposed of or transferred or agreed to be transferred to any other person or persons under any gift, will, exchange, lease or any other arrangement whatsoever;
- (g) That the Seller is the legal and rightful owner of the Said Land and has acquired the Said Land through its own funds and the Seller is the beneficial owner of the Said Land and the provisions of the Prohibition of Benami Property Transactions Act, 1988 and the Benami Transaction (Prohibition) Amendment Act, 2016, in no way apply to the Said Land. The Seller shall indemnify and keep the Purchaser indemnified from all the

For Dore Realtors Pvt. Ltd.

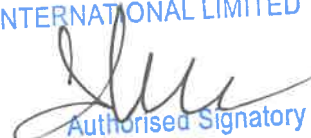

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losses incurred by the Purchaser in case this representation is found to be untrue or false; and

(h) That there is no loan amount outstanding against the Said Land.

(i) That there is no order of attachment by the Income Tax Authorities or by any other authorities nor any notice of acquisition/requisition has been received or pending in respect of the Said Land.

(j) That no minor under the provisions of The Hindu Succession Act, 1976 or Hindu Undivided Family ('HUF') has any right, title, interest, claim or demand whatsoever or howsoever in respect of the Said Land or any part thereof.

7. Relying on the aforesaid representations of the Seller and the Confirming Party and believing the same to be true and acting on the faith thereof the Purchaser has purchased the Said Land and accordingly the Seller hereby agrees and undertakes that they shall, at all times, keep and hold the Purchaser fully indemnified, saved, defended and harmless, from and against all claims, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands which the Purchaser may bear, incur or suffer, and, or, which may be made, levied or imposed on the Purchaser, and/or claimed from the Purchaser and paid by the Purchaser, due to or by reason or virtue of: (i) any defect or deficiency in or want of title of the Said Land; (ii) any legal, quasi-legal, administrative, claims, actions, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings pending against or with respect to the Said Land or any portion thereof that may arise due to actions of the Seller upto the date of registration of this Sale Deed; (iii) any of the representations, warranties, covenants, assurances and other terms and conditions of this Sale Deed being found to be false, untrue and, or, misleading in any manner whatsoever having adverse effect on this Sale Deed or which will affect the valid and marketable title and peaceful possession of the Seller over the Said Land; (iv) the Seller having suppressed or concealed any facts, documents or information from the Purchaser relating to the title of the Seller over the Said Land or having any adverse effect on this Sale Deed. All documents of title and conveyance of the Land in favour of the Seller are genuine, authentic and effectual.

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For SUN INTERNATIONAL LIMITED


Authorised Signatory

8. The Seller represents that the Said Land has not been notified under section 4 or 6 of The Land Acquisition Act, 1894 or the provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or The National Highways Authority of India Act, 1988 or such similar law for the time being in force either for planned development or for any other purposes, nor they have received any notice of such acquisition nor any proceeding under provisions of any law are pending in any court or tribunal in respect of the Said Land.
9. The Seller and the Confirming Party do hereby represent and warrant that they have not done, committed, omitted, knowingly or willingly suffered or been party or privy to any act, deed, matter or thing which may have an adverse effect on validity or marketability of the title of the Seller over the Said Land or whereby the Seller is prevented from transferring/ selling/ conveying the Said Land or any part thereof or whereby the same or any part of the Said Land, is, can or may be subject to any Encumbrances or prejudicially affects the estate, title or otherwise howsoever and there is no construction and / or misuse on or in the Said Land.
10. Upon registration of the sale deed, the Purchaser is entitled to get the Said Land mutated in its own name in revenue records and other concerned authorities on the basis of this Sale Deed or its certified true copy in the absence of Seller to which it shall have no objection and the Seller shall, at the request and cost of the Purchaser, provide full assistance/cooperation and do and execute all and such other or further acts, deeds, things and sign all such documents as may be necessary for effecting the mutation of the Said Land in the name of the Purchaser with the relevant authorities.
11. The Purchaser from this day shall have unlimited and unrestricted ownership and proprietary rights to either dispose of the Said Land or any portion thereof, to put the same to any use, it likes by using the same in any way or otherwise by enjoying it's rents, profits, Income etc., as absolute owner thereof without any interruption, claim or demand whatsoever by or on behalf of the Seller and their respective legal representatives, nominees, executors, successors etc., or any other person (s) claiming under or through them.

For Dore Realtors Pvt. Ltd.


Authorised Signatory

For Babbler Projects Private Limited


Authorised Signatory

For SUN INTERNATIONAL LIMITED


Authorised Signatory

12. That the Seller shall fully cooperate and furnish any additional information/ documentation that will be available with them in case the Seller's absolute ownership and/or marketable title rights to the Said Land are challenged. The Seller shall make themselves available before any competent court or courts and/or authority or authorities for establishing their absolute ownership and/or marketable title to the Said Land.
13. From this day, the Purchaser shall have all rights in the Said Land, latent or patent, which the Seller had in the same.
14. The Seller has handed over the original title documents and chain documents of the Said Land to the Purchaser simultaneously with the execution of this Sale Deed.
15. All the expenses of the sale deed viz. Stamp duty, registration fee etc, have been borne and paid by the Purchaser and the Purchaser alone shall be entitled to retain the original thereof.
16. The object or consideration for the transfer of the Said Land is lawful.
17. The Seller, Purchaser and Confirming Party have full knowledge of section 82 of the Registration Act, 1908 and this deed is being executed and registered in compliance of the same without mentioning any false fact. Both the parties hereto are responsible for all the contents of the present Sale Deed.
18. The Seller and Confirming Party and persons claiming through or under them shall remain absolutely bound by the terms and conditions mentioned in this sale deed. The Seller and the Confirming Party and anyone claiming through or under them shall never be entitled to raise any objection or dispute in respect of the Said Land or regarding this sale deed at any point of time.
19. That this transaction has taken place in Gurugram, Haryana and as such the District Courts in Gurugram, Haryana and Hon'ble High Court of Punjab and Haryana at Chandigarh and Hon'ble Supreme Court of India shall have jurisdiction to entertain any disputes regarding the transaction.

For Dore Realtors Pvt. Ltd. For Babbler Projects Private Limited


Authorised Signatory

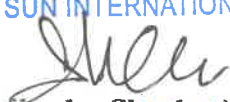

Authorised Signatory

11

For SUN INTERNATIONAL LIMITED


Authorised Signatory

IN WITNESS WHEREOF, the Seller and the Purchaser and the Confirming Party have hereunto set their hands, the day, month, and the year first above written and on the presence of following witnesses:

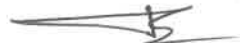
M/s Dore Realtors Private Limited For Dore Realtors Pvt. Ltd.  Authorised Signatory (Mr. Pawan Kumar) (Authorized Signatory) Seller	
M/s. Babbler Projects Private Limited For Babbler Projects Private Limited  Authorised Signatory (Mr. Naseem Ahmad) (Authorized Signatory) Confirming Party	
Sun International Limited For SUN INTERNATIONAL LIMITED  Authorised Signatory (Mr. Shalendra Chauhan) (Authorized Signatory) Purchaser	
Witnesses:	
1  Mr. Naseem Ahmad S/o Mr. Bundu Ali	2  Shiv Kumar Singh (Advocate) Distt. Court, Gurugram


Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram
24-12-24

Schedule I

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
531/584	41	14	2	15	1	2	15
531/584	41	16	6	5	1	6	5
531/584	41	17	8	0	1	8	0
603/680	41	24/2	2	17	1	2	17
603/680	41	25	7	11	1	7	11
603/680	42	21	8	8	92/168	4	12
Total		6 Plots	35	16	-	32	0
						= 4.00Acres	

For Dore Realtors Pvt. Ltd.


Authorised Signatory

For SUN INTERNATIONAL LIMITED


Authorised Signatory

For Babbar Projects Private Limited


Authorised Signatory

Schedule II

Sr. No	Village	Rect No.	Kila No./ Khasra No.	Area (acres)	Sale Deed No.	Sale Deed Date	Mutation No.
1	Daulatabad	41	14	0.34375	21729	2-Nov-2010	2521
2	Daulatabad	41	16	0.78125	21729	2-Nov-2010	2521
3	Daulatabad	41	17	1.0	21729	2-Nov-2010	2521
4	Daulatabad	41	24/2	0.35625	3585	11-May-2011	2612
					-	Partition	4079
5	Daulatabad	41	25	0.94375	3585	11-May-2011	2612
					-	Partition	4079
6	Daulatabad	42	21	0.575	3585	11-May-2011	2612
					-	Partition	4079
Total Area (Acres)				4.00	-		

For Dore Realtors Pvt. Ltd.


Authorised Signatory

For SUN INTERNATIONAL LIMITED


Authorised Signatory

For Babbler Projects Private Limited


Authorised Signatory

DORE REALTORS PRIVATE LIMITED

Reg. B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW
ASHOK NAGAR, East Delhi, East Delhi, East Delhi, Delhi, India, 110096
CIN NO. : U70109DL2010PTC205277

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S DORE REALTORS PVT. LTD. ("COMPANY") AT ITS BOARD MEETING HELD FRIDAY 13TH DECEMBER 2024 AT 11:00 AM AT B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW ASHOK NAGAR, East Delhi, , Delhi, India, 110096

Authorisation for signing and execution of Transaction documents for transfer of Land Parcel approximately to 4 Acres (32 Kanals 00 Marlas), situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana

The Chairman informed the Board that the Company is the sole and exclusive owner of the land parcels admeasuring aggregating approximately to 4 Acres (32 Kanals 00 Marlas). situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana ("Company Land").

The Chairman further informed the Board that the Company proposes to transfer the Company Land in favour of Sun International Limited having its registered office at 75C, Park Street, 3rd Floor, Kolkatta-700016, and West Bengal (hereinafter referred to as the "Sun International").

The Board of Directors discussed the matter and passed the following Resolution unanimously:-

"RESOLVED THAT the consent of the Board be and is hereby unanimously and irrevocably accorded for sale and transfer of the Company Land i.e. land parcel aggregating approximately of 4 Acres (32 Kanals 00 Marlas), situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana, the details of which are provided in **Schedule A** hereunder, in favour of Sun International.

RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution and registration of the Sale Deed for sale and transfer of the Company Land and any other document to be executed in relation the Sale Deed (hereinafter collectively referred to as "Transaction Documents").

RESOLVED FURTHER THAT Mr. Pawan kumar (Aadhar No.9912-7464-6345) and Mr. Inderjeet Singh (Aadhar No.4300-1079-5616) ("**Authorised Signatories**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents including any other ancillary documents to be executed pursuant to the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this resolution including any other

For Dore Realtors Pvt. Ltd.


Authorised Signatory

DORE REALTORS PRIVATE LIMITED

Reg. B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW
ASHOK NAGAR, East Delhi, East Delhi, East Delhi, Delhi, India, 110096
CIN NO. : U70109DL2010PTC205277

ancillary documents to be executed pursuant to the Transaction Documents and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of all the Directors of the Company.”

CERTIFIED TRUE COPY

For **DORE REALTORS PVT. LTD.**


SANJAY KUMAR SHARMA
Director
Din No.- 03036731

For Dore Realtors Pvt. Ltd.


Authorised Signatory

DORE REALTORS PRIVATE LIMITED

Reg. B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW
ASHOK NAGAR, East Delhi, East Delhi, East Delhi, Delhi, India, 110096
CIN NO. : U70109DL2010PTC205277

SCHEDULE A

Details of the Company Land situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
531/584	41	14	2	15	1	2	15
531/584	41	16	6	5	1	6	5
531/584	41	17	8	0	1	8	0
603/680	41	24/2	2	17	1	2	17
603/680	41	25	7	11	1	7	11
603/680	42	21	8	8	92/168	4	12
Total		6 Plots	35	16	-	32	0
			= 4.00Acres				

For Dore Realtors Pvt. Ltd.


Authorised Signatory

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS ("THE BOARD") OF SUN INTERNATIONAL LIMITED ("THE COMPANY") HELD ON 26th DAY OF JULY, 2024 AT 12:00 P.M. AT THE CORPORATE OFFICE OF THE COMPANY SITUATED AT 7TH FLOOR, LE MERIDIEN COMMERCIAL TOWER, RAISINA ROAD, NEW DELHI - 110001, INDIA.

Authorisation for signing and execution of Transaction documents for purchase of Land Parcel approximately to 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana.

The Chairman informed the Board that **M/s Dore Realtors Private Limited**, a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70109DL2010PTC205277) and having its registered address at B-156, Shukra Bazar, Main Road, New Ashok Nagar, East Delhi, India-110096, ("**Seller**") is the sole and exclusive owner of the land parcels admeasuring aggregating approximately 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana ("**Said Land**"), the details of which are provided in **Schedule A** hereunder.

The Chairman further informed the Board that, the Seller proposes to transfer the Said Land, in favour of the Company.

The Board of Directors discussed the matter and passed the following Resolution unanimously:-

"RESOLVED THAT the consent of the Board be and is hereby unanimously and irrevocably accorded for acquisition of the Said Land, i.e. admeasuring aggregating approximately 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana in favour of the Company.

RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution and registration of the Sale Deed and any other document to be executed in relation the Sale Deed (hereinafter collectively referred to as "**Transaction Documents**").

RESOLVED FURTHER THAT any one of Mr. Shailendra Chauhan (Adhaar No. 2086 8896 9667) or Mr. Jagdeep Singh Chatwal (Adhaar No. 6941 5571 8540) ("**Authorised Signatories**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents including any other ancillary documents to be executed pursuant to the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this resolution including any other ancillary documents to be executed pursuant to the Transaction Documents and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.

For SUN INTERNATIONAL LIMITED

For SUN INTERNATIONAL LIMITED


Authorised Signatory




Director

Member of International Fertilizer Industry Association, Paris
Regd off : 75 C, 3rd Floor, Park street, West bengal, Kolkata - 700016

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of all the Directors of the Company."

Certified True Copy

SUN INTERNATIONAL LIMITED

For SUN INTERNATIONAL LIMITED



VIKRAMJIT SINGH SAHNEY

(Director)

DIN:00257260

Address:- Farm No. 47,

Westend Green Society,

Shivji Marg, Mahipalpur,

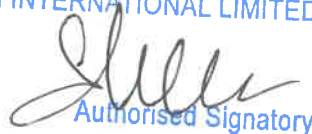
South West Delhi – 110037

SCHEDULE A

Details of the Said Land

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
531/584	41	14	2	15	1	2	15
531/584	41	16	6	5	1	6	5
531/584	41	17	8	0	1	8	0
603/680	41	24/2	2	17	1	2	17
603/680	41	25	7	11	1	7	11
603/680	42	21	8	8	92/168	4	12
Total		6	35	16	-	32	0
		Plots				= 4.00Acres	

For SUN INTERNATIONAL LIMITED



Authorised Signatory



Member of International Fertilizer Industry Association, Paris

Regd off : 75 C. 3rd Floor. Park street. West bengal. Kolkata - 700016

BABBLER PROJECTS PRIVATE LIMITED

CIN: U45400HR2008PTC080248

Regd. Office: AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector – 62, Gurugram – 122101

Tel. No.: +91 92111 60000, Email: babbler@aipl.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS (“THE BOARD”) OF BABBLER PROJECTS PRIVATE LIMITED (“THE COMPANY”) HELD ON FRIDAY, 13TH DAY OF DECEMBER, 2024 AT 09:30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT AIPL BUSINESS CLUB, FIFTH FLOOR, GOLF COURSE EXTENSION ROAD, SECTOR - 62, GURGAON - 122 101, HARYANA.

Authorization for signing and execution of Transaction Documents for Land Parcel approximately to 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana.

The Chairman informed the Board that **M/s Dore Realtors Private Limited**, a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70109DL2010PTC205277) and having its registered address at B-156, Shop No.C-1, Third Floor, Near Metro Pillar No.167, New Ashok Nagar, East Delhi, Delhi-110096, is the sole and exclusive owner of the land parcels admeasuring aggregating approximately 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana (“**Said Land**”), the details of which are provided in **Schedule A** hereunder.

Further, it was informed the Board that Company had executed an Agreement To Sell (“ATS”) dated 21st August 2024 with Sun International Limited (“Sun International”) alongwith other entity.

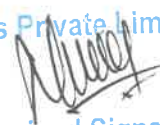
Further, the Chairman apprised the Board that M/s Dore Realtors Private Limited as a Seller and Babbler Projects Private Limited as a Confirming Party, intends to sign, execute and register the Sale Deed(s) in respect of the Said Land admeasuring aggregating approximately 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana, in favor of the Sun International Limited.

The Board of Directors discussed the matter and passed the following Resolution unanimously: -

“RESOLVED THAT the consent of the Board of the Company be and is hereby accorded to sign and execute the Sale Deed(s) to be entered amongst M/s Dore Realtors Private Limited (“the Seller”) and Babbler Projects Private Limited (“Confirming Party”) in respect of the Said Land admeasuring aggregating approximately 4 Acres (32 Kanal 0 Marlas 0 Sarsai) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana, in favor of the Sun International Limited (“Sun International”).

RESOLVED FURTHER THAT Mr. Naseem Ahmad and Mr. Manish Dahiya be and are hereby severally authorized as Authorized Signatory(ies) of the Company, to sign, execute and register Sale Deed(s) as a Confirming Party and other necessary papers, documents, etc. incidental thereto and to appear before the concerned Registrar/ Sub Registrar for registration of the same, if required and to do all such acts, deeds, matters and things, as may be deemed necessary, expedient, usual or proper to give effect to this resolution.

For Babbler Projects Private Limited


Authorised Signatory

RESOLVED FURTHER THAT the above authorization given to Mr. Manish Dahiya & Mr. Naseem Ahmad shall be valid as long as they remain associated with the AIPL Group.”

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of any one Director of the Company.”

For BABBLER PROJECTS PRIVATE LIMITED

JASBIR SINGH
Digitally signed by JASBIR SINGH
Date: 2024.12.21 14:36:43 +05'30'

Jasbir Singh

Director

DIN : '07902072

Address : 82, 3rd Floor, Old Anarkali,

Near Lal Mandir,

Krishna Nagar, Delhi - 110 051.

SCHEDULE A
Details of the Said Land

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
531/584	41	14	2	15	1	2	15
531/584	41	16	6	5	1	6	5
531/584	41	17	8	0	1	8	0
603/680	41	24/2	2	17	1	2	17
603/680	41	25	7	11	1	7	11
603/680	42	21	8	8	92/168	4	12
Total		6 Plots	35	16	-	32	0
						= 4.00Acres	

For Babbler Projects Private Limited

Authorised Signatory



DDO Code: 0369		E - CHALLAN Government of Haryana		Candidate Copy
Valid Upto: 25-12-2024 (Cash)		*0125380777*		
19-12-2024 (Chq./DD)				
GRN No.: 0125380777		Date: 18 Dec 2024 16:33:02		
Office Name: 0369-NIAB TEHSILDAR KADIPUR				
Treasury: Gurgaon .				
Period: (2024-25) One Time				
Head of Account		Amount ₹		
0030-03-104-99-51 Fees for Registration		50000		
0030-03-104-97-51 Pasting Fees		10		
PD AcNo 0				
Deduction Amount: ₹		0		
Total/Net Amount: ₹		50010		
₹ Fifty Thousands Ten Rupees				
Tenderer's Detail				
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-				
PAN No:				
Tenderer's Name: Floralescence Projects Private				
Address: AIPL Business Club Fifth Floor Golf Course Extension Road Sector 62 Gurugram -				
Particulars: Registration and pasting fees				
Cheque-DD- Detail:				
Depositor's Signature				
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:		000150993625418122024		
Payment Date:		18/12/2024		
Bank:		SBI Aggregator		
Status:		Success		

DDO Code: 0369		E - CHALLAN Government of Haryana		AG/ Dept Copy
Valid Upto: 25-12-2024 (Cash)		*0125380777*		
19-12-2024 (Chq./DD)				
GRN No.: 0125380777		Date: 18 Dec 2024 16:33:02		
Office Name: 0369-NIAB TEHSILDAR KADIPUR				
Treasury: Gurgaon				
Period: (2024-25) One Time				
Head of Account		Amount ₹		
0030-03-104-99-51 Fees for Registration		50000		
0030-03-104-97-51 Pasting Fees		10		
PD AcNo 0				
Deduction Amount: ₹		0		
Total/Net Amount: ₹		50010		
₹ Fifty Thousands Ten only				
Tenderer's Detail				
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-				
PAN No:				
Tenderer's Name: Floralescence Projects Private				
Address: AIPL Business Club Fifth Floor Golf Course Extension Road Sector 62 Gurugram -				
Particulars: Registration and pasting fees				
Cheque-DD- Detail:				
Depositor's Signature				
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:		000150993625418122024		
Payment Date:		18/12/2024		
Bank:		SBI Aggregator		
Status:		Success		

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



Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 19/12/2024

Certificate No. : G0S2024L2895

GRN No. 125380515



Stamp Duty Paid : ₹ 6120966

Penalty : ₹ 0

(For Zero Only)

Seller / First Party Detail

Name: Dore Realtors Pvt Ltd

H.No/Floor : B156/3rdf

Sector/Ward : Na

LandMark : Shop no c1 new ashok nagar

City/Village : East delhi

District : East delhi

State : Delhi

Phone: 92*****01



Buyer / Second Party Detail

Name : Floraessence Projects Pvt Ltd

H.No/Floor : 5thfloor

Sector/Ward : 62

LandMark : Aipl business club golf course extn

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 92*****01

Purpose : NJS for Sale Deed



The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.mic.in>

Type of Deed : Sale Deed
Type of Property : Agricultural land
Area of Land : 0.60625 Acres
Unit Land : 4 Kanals 17 Marlas
Village : Village Daulatabad (Sector-103)
Tehsil : Kadipur
District : Gurugram
Sale Consideration : Rs. 8,74,42,359/-
Stamp Duty : Rs. 61,20,966/-
Certificate No. : G0S2024L2895
Registration Fees/GRN No. : 125380515
Issued On : 19/12/2024

For Dore Realtors Pvt. Ltd.

Authorised Signatory

For FLORALESSENCE PROJECTS PRIVATE LIMITED

Authorised Signatory

प्रलेख क्र.:13351

पञ्जीकरण दिनांक 20/12/2024 12.35 PM

पञ्जीकरण दिनांक:20-12-2024

वसीका संबंधी विवरण		
वसीका का नाम SALE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- कादीपुर	गांव/शहर- दौलताबाद	स्थित- Daultabad
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पुराना शहरी क्षेत्र
पता : 1800/2, Area Of Daultabad Road Upto Surat Nagar, 122006		
धन संबंधी विवरण		
राशि- 87442360 रुपये		कुल स्टाम्प शुल्क- 6120965 रुपये
स्टाम्प नं- G0S2024L2895		स्टाम्प का मूल्य- 6120966 रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:125380777	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- SHIV KUMAR ADV		सेवा शुल्क- 200
भूमि का विवरण		
निवासीय		47.29 Sq. Yards
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- 1CE4TLN0	प्रॉपर्टी नं- NA	मालिक- NA
पता- 1800/2, Area Of Daultabad Road Upto Surat Nagar, 122006		

यह प्रलेख आज दिनांक 20-12-2024 दिन शुक्रवार समय 12:35:00 PM बजे श्री/श्रीमती/कुमारी DORE REALTORS PRIVATE LIMITED thru PAWAN KUMAR OTHER निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
For Dore Realtors Pvt. L

DORE REALTORS PRIVATE LIMITED

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

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

दिनांक 20-12-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur

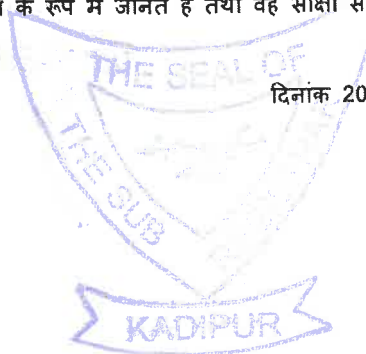
DORE REALTORS PRIVATE LIMITED

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी FLORALESENCE PROJECTS PVT LTD thru MANISH DAHIYA OTHER 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 में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SHIV KUMAR ADV पिता निवासी GGM व श्री/श्रीमती/कुमारी NASEEM AHMAD पिता, निवासी DELHI ने की।

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

दिनांक 20-12-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur



SALE DEED

THIS SALE DEED ("Sale Deed") is executed at Gurugram on this 20th day of December 2024.

BY

M/s Dore Realtors Private Limited, a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70109DL2010PTC205277) and having its registered address B-156, Shop No.C-1, Third Floor, Near Metro Pillar No.167, New Ashok Nagar, East Delhi-110096, having PAN No. AADCD5359F acting through its duly empowered and authorized signatory Mr. Pawan Kumar (Aadhar No. 9912 7464 6345) son of Sh. Ramesh Kumar resident of House No. D-1203, Ward No. 7, Resulpur Road, New Extension Colony, Palwal (Haryana), duly authorized vide Board's resolution dated 13th December 2024, (hereinafter referred to as the **"Seller"** which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, authorized representatives, administrators, nominees and permitted assigns etc.) of the **ONE PART**;

IN FAVOUR OF

Floraessence Projects Private Limited, (CIN: U68100HR2024PTC124290) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram – 122101 having PAN No. AAGCF0415P acting through its duly empowered and authorized signatory Sh. Manish Dahiya (Aadhar No. 8289 1743 8214) son of Sh. Rajender Singh Dahiya resident of H.No.3 Ward No. 26, near Amar Enclave, New Mission Colony, Sonipat, Haryana, 131001, duly authorized vide Board's resolution dated 16th December 2024, (hereinafter referred to as **"Purchaser"** which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors- in-interest, authorized representatives, administrators, nominees, and permitted assigns etc.)of the **OTHER PART**.

The Seller and the Purchaser are hereinafter collectively referred to as **'Parties'** and individually referred to as a **'Party'**.

WHEREAS:-

A. The Seller assures, declares, and represents to the Purchaser that:

For Dore Realtors Pvt. Ltd.


Authorized Signatory

2

For FLORAESSENCE PROJECTS PRIVATE LIMITED

Authorized Signatory

Reg. No.

Reg. Year

Book No.

13351

2024-2025

1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru PAWAN KUMAROTHER DORE REALTORS PRIVATE LIMITED

क्रेता :- thru MANISH DAHIYAOTHERFLORALESSENCE PROJECTS PVT LTD

गवाह 1 :- SHIV KUMAR ADV

गवाह 2 :- NASEEM AHMAD

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13351 आज दिनांक 20-12-2024 को बही नं 1 जिल्द नं 301 के पृष्ठ नं 158.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2619 के पृष्ठ संख्या 62 से 65 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 20-12-2024



उप/सयुंक्त पंजीयन अधिकारी कादीपुर

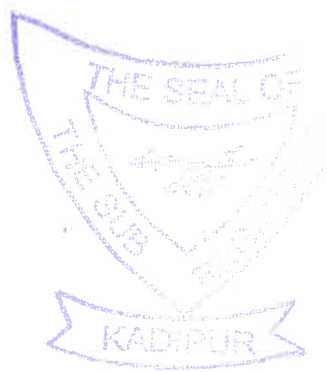
- A.1 The Seller is the absolute owner and in possession of Khudkasth land admeasuring 0.60625 Acres (4 Kanals 17 Marlas) **as mentioned** in Schedule I and situated in Village Daulatabad Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana as per the Jamabandi for the Year 2020-21 (the said lands admeasuring 0.60625 Acres are hereinafter collectively referred to as the '**Said Land**'). The Seller acquired the Said Land and became the owner in possession of the Said Land by virtue of Sale Deeds as mentioned in Schedule II and subsequent thereof mutations whereof were entered vide Mutation No. 2612(sale) and Mutation No.4079 (Partition).
- A.2 The Seller is the sole, absolute, and exclusive recorded owner of the Said Land which is also reflected in the revenue records and possesses clear and marketable title of the Said Land and has unfettered, absolute and unrestricted right, title, easement and interest therein and is in lawful and actual possession thereof with transferable rights, title and interests in the Said Land and are thus fully entitled and competent to sell, transfer and convey the same to the Purchaser.
- A.3 The Seller has actual, exclusive, physical, and peaceful possession of the Said Land.
- A.4 The Said Land or any portion thereof is free from all encumbrances including but not limited to mortgage/charge whatsoever, prior agreement to sell, development right/ collaboration agreement/ agreement, encroachment by or settled possession of a third party, any title defect, restriction or limitation of any nature, such as restriction on use, transfer, conditional sale contract, any arrangement, claim, land ceilings, land acquisition/requisition and particularly that they have not created any charge, lease or mortgage on the same or pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale and the same is also not subject to any *lis pendens*, stay order, notices, charges, disputes, litigation or any court decree or injunction or attachment in the decree of any court, either before or after judgment, government investigation, acquisition or requisition notices or proceedings, Income Tax or Wealth Tax attachment, option or right of pre-emption, beneficial interest/ ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, leasehold interest, co-ownership, disposal of beneficial interest, any other interest held by a third party or any other registered or unregistered encumbrance whatsoever and is also free of any rights or agreements in favour of any third person(s)/party whomsoever (collectively referred to as the '**Encumbrances**').

For Dore Realtors Pvt. Ltd.


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- A.5 The Seller has clear, effectual, good, subsisting, and unencumbered transferable and marketable title in the Said Land free from any or all Encumbrances.
- A.6 With respect to the Said Land, there is no subsisting non-compliances by the Seller in relation to any material provisions of applicable revenue laws nor is the Seller in receipt of any notice in relation to the Said Land nor any proceedings are pending with respect to the Subject Land. The Said Land, being sold or conveyed herein, does not fall within any forest/reserved area/wakf board/ government land.
- A.7 The Said Land exclusively belongs to the Seller and the same does not vest in any manner in any Hindu Undivided Family (HUF), nor the same at any time has been declared/recorded as property of HUF in the income tax /revenue department.
- A.8 The Said Land has not been notified, either for planned development or for any other purposes, nor the Seller has received any notice of such acquisition, nor any proceeding under provisions of any law are pending in any Court or Tribunal in respect of the Said Land.
- A.9 The Seller has full power, absolute authority, unrestricted and unencumbered rights to alienate, sell, transfer and convey the Said Land in favour of the Purchaser.
- A.10 Consequent upon execution and registration of the present sale deed, all easmentary rights, benefits, privileges, right, title, motor, rasta, khal, bhor, kotha, interest and claim therein, together with all liberties, advantages and appurtenances attached to the Said Land and standing crop(s), if any, would stand transferred to the Purchaser as on the date of execution of this sale deed.
- A.11 With respect to the Said Land, the Seller is not in non-compliance of any applicable statutes, laws (including the applicable land ceiling laws and provisions), regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as of the date of this Sale Deed, which may

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adversely affect the title of the Seller or the power, authority and rights of the Seller to alienate, sell, transfer and convey the Said Land in favour of the Purchaser.

- A.12 The Seller is competent and capable of executing this Sale Deed and does not require any special or additional sanction or permission to sell, transfer and convey the Said Land to the Purchaser.
- A.13 The Seller, for its bonafide legal needs, wishes to sell, transfer, and convey the Said Land along with all appurtenances thereto, to the Purchaser.
- B. Relying on the aforesaid assurances, declarations and representations of the Seller, the Purchaser has agreed to purchase the Said Land and the Seller has agreed to sell, transfer, convey and assign all its rights, interests and titles of the Said Land together with all estate, title, easements, rights, privileges, appurtenances thereto, free from all Encumbrances, to the Purchaser for an aggregate and agreed consideration of **Rs. 8,74,42,359/- (Rupees Eight Crore Seventy Four Lakh Forty Two Thousand Three Hundred and Fifty Nine Only)** (the 'Total Sale Consideration').

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:

1. In consideration of the Total Sale Consideration paid by the Purchaser in the manner as stated herein below:
 - A. An amount of **Rs. 8,65,67,935/- (Rupees Eight Crore Sixty Five Lakh Sixty Seven Thousand Nine Hundred and Thirty Five Only)**, has been paid by the Purchaser to the Canara Bank on behalf of the Seller.
 - B. An amount of **Rs. 8,74,424/- (Rupees Eight Lakh Seventy Four Thousand Four Hundred and Twenty Four Only)** has been deducted by the Purchaser as Tax Deduction at Source @ 1% under section 194-IA of Indian Income Tax Act, 1961.

The Seller hereby admits and acknowledges the payments made to Canara Bank on behalf of the Seller.

The Seller doth hereby admits and acknowledges, before the Sub – Registrar, Tehsil: Kadipur, District Gurugram, Haryana, the Seller doth hereby sell, convey and transfer, alienate and assign all its entire rights, title, interest, claim, estate, easements, privileges, appurtenances in the Said Land, free from all Encumbrances, charges, prior agreement

For Dore Realtors Pvt. Ltd.

For FLORALESSENCE PROJECTS PRIVATE LIMITED


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whatsoever, and mortgage etc. in any manner whatsoever, in favour of the Purchaser, who shall hereafter be the sole and absolute owner of the same and shall enjoy all rights of ownership, possession, privileges, easements, all rights of ways/passages/water, appurtenant or any other things hidden in the earth belonging to or appurtenant thereto. And the Purchaser shall stand fully discharged from its liability towards the payment of Total Sale Consideration to the Seller under this Sale Deed.

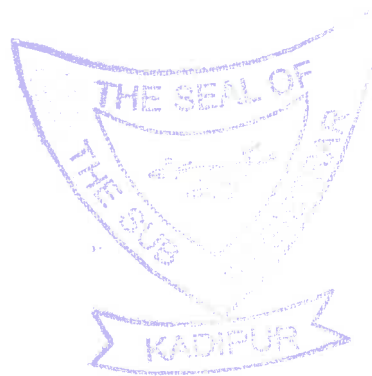
2. That the aforesaid Sale Consideration has been discharged by the Purchaser as full and final payment for purchase of the Said Land which includes all/entire cost of Said Land along with all things, standings, fittings, fixtures, connections, structure, tubewell, trees, rights attached to the Said Land and other common facilities and amenities etc. related thereto and on handing over the actual vacant peaceful physical possession of whole of the Said Land to the Purchaser, and now nothing is left to be paid to the Seller(s) or anybody claiming through the Seller for the sale of Said Land.
3. The actual, peaceful physical possession of the Said Land has been handed over by the Seller to the Purchaser simultaneously with the execution and registration of this Sale Deed.
4. The Seller has been left with no right, title, interest, claim or concern of any nature whatsoever on the Said Land and the Purchaser has become the absolute owner in possession of the same and shall be entitled to deal with and dispose of the Said Land as it deems fit without any interference, obstruction or hindrance from the Seller or anyone claiming under, through or in trust of the Seller.
5. The Seller has paid all the taxes, rates and other outgoings due to local bodies, revenue, other authorities and Government Offices/ Departments in respect of the Said Land up to the date of execution of this Sale Deed and the Purchaser shall bear and pay the same hereafter from the date of the execution of this Sale Deed. However, in case if any arrears are found due for the earlier period (prior to the date of execution of this Sale Deed), the same shall be discharged by the Seller as and when the same are due.
6. The Seller in addition to the representations made by it in the recitals of this Sale Deed, further, represents, assures and covenants with the Purchaser as follows:

For Dore Realtors Pvt. Ltd.


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For FLORALESSENCE PROJECTS PRIVATE LIMITED


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- (a) the Said Land is free from all Encumbrances and if it is ever proved otherwise, and if the Purchaser is not able to utilize the Said Land for its intended use as permitted under the law or whole or any portion of the Said Land is taken away or goes from the possession of the Purchaser on account of any defect in the ownership and title of the Seller on account of the above, then, the Seller (without prejudice to the other rights and remedies available with the Purchaser) shall be liable to make good the losses suffered by the Purchaser. The Seller undertakes to keep the Purchaser indemnified and harmless against all consequences that may follow including but not limited to all losses, damages, cost, market price, expenses, attorney fee, proceedings, contingent liabilities known or unknown that the Purchaser may suffer or incur because of any act of misrepresentation or defect in the title of the Seller;
- (b) The Seller has actual, exclusive, physical, and peaceful possession of the Said Land and the same is free of any third-party possession or adverse possession, and no part of the Said Land is a place of worship i.e. Temple, Mosque, Church etc. nor the same is earmarked/ used as a crematorium, cemetery, burial ground;
- (c) The said Land is not used or earmarked as a common road;
- (d) That there is no impediment, prohibition, restriction, or any kind of bar imposed under the law or otherwise against the Seller for sale and transfer of the Said Land by the Seller.
- (e) That the title of the Said Land is clear and marketable, and the Said Land is free from all sorts of mortgages, encumbrances, charges, tenancy, lease, patta, liens, attachments, trusts, acquisitions, prior agreements to sell, disputes whatsoever or howsoever and there is/are no notices of attachment, acquisition or requisition or notices thereto and further there is no litigation, injunction, or any other proceedings, claims or demands pending in relation to the Said Land.
- (f) That there is no prior or subsisting agreement to sell/ Development Agreement/ Collaboration Agreement/ any other agreement whatsoever, Power of attorney in respect of the Said Land or part thereof nor has the Said Land been disposed of or transferred or agreed to be transferred to any other person or persons under any gift, will, exchange, lease or any other arrangement whatsoever;

For Dore Realtors Pvt. Ltd.


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For FLORALESSENCE PROJECTS PRIVATE LIMITED


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ORIGINAL IN THE OFFICE OF THE SUB-REGISTRAR

- (g) That the Seller is the legal and rightful owner of the Said Land and has acquired the Said Land through its own funds and the Seller is the beneficial owner of the Said Land and the provisions of the Prohibition of Benami Property Transactions Act, 1988 and the Benami Transaction (Prohibition) Amendment Act, 2016, in no way apply to the Said Land. The Seller shall indemnify and keep the Purchaser indemnified from all the losses incurred by the Purchaser in case this representation is found to be untrue or false; and
- (h) That there is no loan amount outstanding against the Said Land.
- (i) That there is no order of attachment by the Income Tax Authorities or by any other authorities nor any notice of acquisition/requisition has been received or pending in respect of the Said Land.
- (j) That no minor under the provisions of The Hindu Succession Act, 1976 or Hindu Undivided Family ('HUF') has any right, title, interest, claim or demand whatsoever or howsoever in respect of the Said Land or any part thereof.
7. Relying on the aforesaid representations of the Seller and believing the same to be true and acting on the faith thereof the Purchaser has purchased the Said Land and accordingly the Seller hereby agrees and undertakes that they shall, at all times, keep and hold the Purchaser fully indemnified, saved, defended and harmless, from and against all claims, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands which the Purchaser may bear, incur or suffer, and, or, which may be made, levied or imposed on the Purchaser, and/or claimed from the Purchaser and paid by the Purchaser, due to or by reason or virtue of: (i) any defect or deficiency in or want of title of the Said Land; (ii) any legal, quasi-legal, administrative, claims, actions, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings pending against or with respect to the Said Land or any portion thereof that may arise due to actions of the Seller upto the date of registration of this Sale Deed; (iii) any of the representations, warranties, covenants, assurances and other terms and conditions of this Sale Deed being found to be false, untrue and, or, misleading in any manner whatsoever having adverse effect on this Sale Deed or which will affect the valid and marketable title and peaceful possession of the Seller over the Said Land; (iv) the Seller having suppressed or concealed any facts, documents or information from the Purchaser relating to the title of the Seller over the Said Land or having any adverse effect on this

For FLORALESSANCE PROJECTS PRIVATE LIMITED

For Dore Realtors Pvt. Ltd.


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Sale Deed. All documents of title and conveyance of the Land in favour of the Seller are genuine, authentic and effectual.

8. The Seller represents that the Said Land has not been notified under section 4 or 6 of The Land Acquisition Act, 1894 or the provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or The National Highways Authority of India Act, 1988 or such similar law for the time being in force either for planned development or for any other purposes, nor they have received any notice of such acquisition nor any proceeding under provisions of any law are pending in any court or tribunal in respect of the Said Land.
9. The Seller do hereby represents and warrants that it has not done, committed, omitted, knowingly or willingly suffered or been party or privy to any act, deed, matter or thing which may have an adverse effect on validity or marketability of the title of the Seller over the Said Land or whereby the Seller is prevented from transferring/ selling/ conveying the Said Land or any part thereof or whereby the same or any part of the Said Land, is, can or may be subject to any Encumbrances or prejudicially affects the estate, title or otherwise howsoever and there is no construction and / or misuse on or in the Said Land.
10. Upon registration of the sale deed, the Purchaser is entitled to get the Said Land mutated in its own name in revenue records and other concerned authorities on the basis of this Sale Deed or its certified true copy in the absence of Seller to which it shall have no objection and the Seller shall, at the request and cost of the Purchaser, provide full assistance/cooperation and do and execute all and such other or further acts, deeds, things and sign all such documents as may be necessary for effecting the mutation of the Said Land in the name of the Purchaser with the relevant authorities.
11. The Purchaser from this day shall have unlimited and unrestricted ownership and proprietary rights to either dispose of the Said Land or any portion thereof, to put the same to any use, it likes by using the same in any way or otherwise by enjoying it's rents, profits, Income etc., as absolute owner thereof without any interruption, claim or demand whatsoever by or on behalf of the Seller and their respective legal representatives, nominees, executors, successors etc., or any other person (s) claiming under or through them.

For Dore Realtors Pvt. Ltd.


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12. That the Seller shall fully cooperate and furnish any additional information/ documentation that will be available with them in case the Seller's absolute ownership and/or marketable title rights to the Said Land are challenged. The Seller shall make themselves available before any competent court or courts and/or authority or authorities for establishing their absolute ownership and/or marketable title to the Said Land.
13. From this day, the Purchaser shall have all rights in the Said Land, latent or patent, which the Seller had in the same.
14. The Seller has handed over the original title documents and chain documents of the Said Land to the Purchaser simultaneously with the execution of this Sale Deed.
15. All the expenses of the sale deed viz. Stamp duty, registration fee etc, have been borne and paid by the Purchaser and the Purchaser alone shall be entitled to retain the original thereof.
16. The object or consideration for the transfer of the Said Land is lawful.
17. The Seller and Purchaser have full knowledge of section 82 of the Registration Act, 1908 and this deed is being executed and registered in compliance of the same without mentioning any false fact. Both the parties hereto are responsible for all the contents of the present Sale Deed.
18. That this transaction has taken place in Gurugram, Haryana and as such the District Courts in Gurugram, Haryana and Hon'ble High Court of Punjab and Haryana at Chandigarh and Hon'ble Supreme Court of India shall have jurisdiction to entertain any disputes between the Seller and the Purchaser.

IN WITNESS WHEREOF, the Seller and the Purchaser have hereunto set their hands, the day, month, and the year first above written and on the presence of following witnesses:

For Dore Realtors Pvt. Ltd.


Authorised Signatory

For FLORALESSENCE PROJECTS PRIVATE LIMITED


Authorised Signatory

M/s Dore Realtors Private Limited For Dore Realtors Pvt. Ltd.  Authorised Signatory (Mr. Pawan Kumar) (Authorised Signatory) Seller	
Floralessence Projects Private Limited For FLORALESSENCE PROJECTS PRIVATE LIMITED  Authorised Signatory (Sh. Manish Dahiya) (Authorized Signatory) Purchaser	
Witnesses:	
1.  Shiv Kumar Singh (Advocate) Distt. Court, Gurugram	2.  Naseem Ahmad 8/ Lt. Shri Beandu Ali Ap. H-16/73, Third Floor, Sangam Vihar, N. Delhi


Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram
20-12-24

THE SEAL OF THE SUB-DIVISIONAL OFFICE

KADIPUR



Schedule I

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
603/680 941/1053	42	21	8	8	76/168	3	16
603/680 941/1053	42	22/1	1	1	1	1	1
Total			9	9	-	4	17
						= 0.60625 Acres	

Schedule II

Sr. No.	Village	Rect. No.	Kila No./ Khasra No.	Area (acres)	Sale Deed No.	Sale Deed Date	Mutation No.
1	Daulatabad	42	21	0.475	3585	11-May-2011	2612
					-	Partition	4079
2	Daulatabad	42	22/1	0.13125	3585	11-May-2011	2612
					-	Partition	4079
			Total	0.60625			

For Dore Realtors Pvt. Ltd.


Authorised Signatory

For FLORALESSENCE PROJECTS PRIVATE LIMITED


Authorised Signatory



DORE REALTORS PRIVATE LIMITED

Reg. B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW
ASHOK NAGAR, East Delhi, East Delhi, East Delhi, Delhi, India, 110096
CIN NO. : U70109DL2010PTC205277

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S DORE REALTORS PVT. LTD. ("COMPANY") AT ITS BOARD MEETING HELD ON FRIDAY 13TH DECEMBER 2024 AT 11:00 AM AT B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW ASHOK NAGAR, East Delhi , Delhi, India, 110096

Authorisation for signing and execution of Transaction documents for transfer of Land Parcel approximately to 0.60625 Acres (4 Kanals 17 Marlas), situated in Village Daulatabad, Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana

The Chairman informed the Board that the Company is the sole and exclusive owner of the land parcels admeasuring aggregating approximately 0.60625 Acres (4 Kanals 17 Marlas), situated in Village Daulatabad, Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana ("Company Land")

The Chairman further informed the Board that the Company proposes to transfer the Company Land in favour of **Floraessence Projects Private Limited** having its registered office at AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector-62, Gurugram – 122101 (hereinafter referred to as the "Floraessence").

The Board of Directors discussed the matter and passed the following Resolution unanimously:-

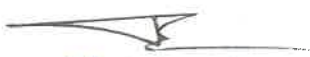
"RESOLVED THAT the consent of the Board be and is hereby unanimously and irrevocably accorded for sale and transfer of the Company Land i.e. land parcel of **0.60625 Acres (4 Kanals 17 Marlas)** located at Village Daulatabad, Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram. Haryana, the details of which are provided in **Schedule A** hereunder, in favour of **Floraessence**.

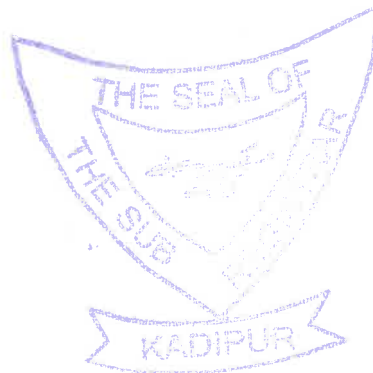
RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution and registration of the Sale Deed for sale and transfer of the Company Land and any other document to be executed in relation the Sale Deed (hereinafter collectively referred to as "**Transaction Documents**").

RESOLVED FURTHER THAT Mr. Pawan kumar (Aadhar No.9912-7464-6345), and Mr. Inderjeet Singh (Aadhar No.4300-1079-5616) ("**Authorised Signatories**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents including any other ancillary documents to be executed pursuant to the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this resolution including any other ancillary documents to be executed pursuant to the Transaction Documents and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.

For Dore Realtors Pvt. Ltd.


Authorised Signatory



DORE REALTORS PRIVATE LIMITED

**Reg. B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW
ASHOK NAGAR, East Delhi, East Delhi, East Delhi, Delhi, India, 110096
CIN NO. : U70109DL2010PTC205277**

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of all the Directors of the Company.”

CERTIFIED TRUE COPY

For **DORE REALTORS PVT. LTD.**


SANJAY KUMAR SHARMA
Director
Din No.- 03036731

For Dore Realtors Pvt. Ltd.


Authorised Signatory



DORE REALTORS PRIVATE LIMITED

Reg. B-156 SHOP NO C-1 THIRD FLOOR NEAR, METRO PILLAR NO 167 NEW
ASHOK NAGAR, East Delhi, East Delhi, East Delhi, Delhi, India, 110096
CIN NO. : U70109DL2010PTC205277

SCHEDULE A

Details of the Company Land at Village Daulatabad, Tehsil Kadipur, District Gurugram

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
603/680	42	21	8	8	76/168	3	16
941/1053							
603/680	42	22/1	1	1	1	1	1
941/1053							
Total			9	9	-	4	17
						= 0.60625 Acres	

For Dore Realtors Pvt. Ltd.


Authorised Signatory



FLORALESSENCE PROJECTS PRIVATE LIMITED

CIN: U68100HR2024PTC124290

Registered Office: AIPL Business Club, Fifth Floor, Badshahpur, Gurgaon – 122 101, Haryana

Tel. No: +91 92111 60000, Email: FloralescenceProjects@outlook.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS ("THE BOARD") OF FLORALESSENCE PROJECTS PRIVATE LIMITED ("THE COMPANY") HELD ON MONDAY, 16TH DAY OF DECEMBER, 2024 AT 04:30 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT AIPL BUSINESS CLUB, FIFTH FLOOR, GOLF COURSE EXTENSION ROAD, SECTOR - 62, GURGAON - 122 101, HARYANA.

Authorisation for signing and execution of Transaction documents for purchase of Land Parcel approximately to 0.60625 Acres (4 Kanals 17 Marlas) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana.

The Chairman informed the Board that **M/s Dore Realtors Private Limited**, a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70109DL2010PTC205277) and having its registered address at B-156, Shop No.C-1, Third Floor, Near Metro Pillar No.167, New Ashok Nagar, East Delhi, Delhi-110096, is the sole and exclusive owner of the land parcels admeasuring aggregating approximately 0.60625 Acres (4 Kanals 17 Marlas) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana ("**Said Land**"), the details of which are provided in **Schedule A** hereunder.

The Chairman further informed the Board that, the Seller proposes to transfer the Said Land, in favour of the Company.

The Board of Directors discussed the matter and passed the following Resolution unanimously:-

"RESOLVED THAT the consent of the Board be and is hereby unanimously and irrevocably accorded for acquisition of the Said Land, i.e. admeasuring aggregating approximately 0.60625 Acres (4 Kanals 17 Marlas) situated in Village Daulatabad, Tehsil-Kadipur, District-Gurugram, Sector-103, Gurugram, Haryana in favour of the Company.

RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution and registration of the Sale Deed and any other document to be executed in relation the Sale Deed (hereinafter collectively referred to as "**Transaction Documents**").

RESOLVED FURTHER THAT Mr. Manish Dahiya and/or Mr. Naseem Ahmad ("**Authorised Signatories**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents including any other ancillary documents to be executed pursuant to the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this resolution including any other ancillary documents to be executed pursuant to the Transaction Documents and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.



For FLORALESSENCE PROJECTS PRIVATE LIMITED



Authorised Signatory

FLORALESSENCE PROJECTS PRIVATE LIMITED

CIN: U68100HR2024PTC124290

Registered Office: AIPL Business Club, Fifth Floor, Badshahpur, Gurgaon – 122 101, Haryana

Tel. No: +91 92111 60000, Email: FloralescenceProjects@outlook.com

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of all the Directors of the Company.”

Certified True Copy

for **FLORALESSENCE PROJECTS PRIVATE LIMITED**



Gurdeep Singh

Director

DIN : 00013776

Address : J-210B, Lane-W-15A

Western Avenue, Sainik Farms,

New Delhi-110062

For FLORALESSENCE PROJECTS PRIVATE LIMITED


Authorized Signatory

SCHEDULE A **Details of the Said Land**

Khewat / Khatauni No.	Mustatil No.	Kila No.	Total Area		Share	Area Purchased	
			Kanal	Marla		Kanal	Marla
603/680 941/1053	42	21	8	8	76/168	3	16
603/680 941/1053	42	22/1	1	1	1	1	1
Total			9	9	-	4	17
						= 0.60625 Acres	



7474

Non Judicial

Indian-Non Judicial Stamp Haryana Government

Date : 30/08/2024

Certificate No. G0302024H1108

GRN No. 120702590



Stamp Duty Paid : ₹ 9506900

Penalty : ₹ 0

(Nil Zero Only)

Seller / First Party Detail

Name: Ms nuray realtech Pvt ltd

H.No/Floor : B156

Sector/Ward : Na

LandMark : New ashok nagar

City/Village : East delhi

District : Delhi

State : Delhi

Phone: 88*****27



Buyer / Second Party Detail

Name : Babbler projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 93*****94

Purpose : Sale Deed

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

SALE DEED

Type of Deed : Sale Deed
 Type of Property : Agricultural land
 Area of Land : 1.486 Acres
 Unit Land : 11 Kanal 17 Marla 6 Sarsai
 Village : Village Daulatabad (Sector 103)
 Tehsil : Kadipur
 District : Gurugram
 Sale Consideration : Rs. 13,58,06,069/-
 Stamp Duty : Rs. 95,06,900/-
 Certificate No. : G0302024H1108
 Registration Fees/GRN No. : 120702590
 Issued On : 30.08.2024



For NURAY REALTECH PVT. LTD.

Authorised Signatory

For Babbler Projects Private Limited

Authorised Signatory

वसीका संबंधी विवरण		
वसीका का नाम SALE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- कादीपुर	गांव/शहर- दौलताबाद	स्थित- Daultabad
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पुराना शहरी क्षेत्र
पता : 137,Daultabad, Sector 103, 122006		
धन संबंधी विवरण		
राशि- 135806064 रुपये		कुल स्टाम्प शुल्क- 9506425 रुपये
स्टाम्प नं- G0302024H1108		स्टाम्प का मूल्य- 9506900 रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:120700437	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- NASEEM AHMED ADV		सेवा शुल्क- 200
भूमि का विवरण		
निवासीय		90.66 Sq. Yards
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- 1ej6nm32	प्रॉपर्टी नं- na	मालिक- NA
पता- 137,Daultabad, Sector 103, 122006		

यह प्रलेख आज दिनांक 30-08-2024 दिन शुक्रवार समय 6:30:00 PM बजे श्री/श्रीमती/कुमारी NURAY REALTECH PVT LTD thru KUMAROTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी NT Kadipur

NURAY REALTECH PVT LTD

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

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

दिनांक 30-08-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur

NURAY REALTECH PVT LTD

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी BABBLER PROJECTS PVT LTD thru MANISH DAHIYAOTHER 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 में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SANDEEP RAVESH पिता RC RAVESH निवासी FARIDABAD व श्री/श्रीमती/कुमारी NASEEM AHMED पिता BUNDU ALI निवासी ADV DELHI ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।



दिनांक 30-08-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur

SALE DEED

THIS SALE DEED ("Sale Deed") is executed at Gurugram on this 30th day of August, 2024.

BY

M/s Nuray Realtech Pvt. Ltd., a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70200DL2010PTC205444) and having its registered address at B-156, Shukra Bazar, Main Road, New Ashok Nagar, East Delhi, India, 110096, having PAN No. AADCN3548C acting through its duly empowered and authorized signatory Mr. Pawan Kumar (Aadhar No. 9912 7464 6345) son of Sh. Ramesh Kumar resident of House No. D-1203, Ward No. 7, Resulpur Road, New Extension Colony, Palwal (Haryana), duly authorized vide Board's resolution dated 29.08.2024, (hereinafter jointly referred to as the "**Seller**" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, authorized representatives, administrators, nominees and permitted assigns etc.) of the **ONE PART**;

IN FAVOUR OF

Babbler Projects Private Limited, (CIN: U45400HR2008PTC080248) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram – 122101 having PAN No. AADCB3526G acting through its duly empowered and authorized signatory Sh. Manish Dahiya (Aadhar No. 8289 1743 8214) son of Sh. Rajender Singh Dahiya resident of H.No.3 Ward No. 26, near Amar Enclave, New Mission Colony, Sonipat, Haryana, 131001, duly authorized vide Board's resolution dated 29.08.2024, (hereinafter referred to as "**Purchaser**" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors- in-interest, authorized representatives, administrators, nominees, and permitted assigns etc.) of the **OTHER PART**.

The Seller and the Purchaser are hereinafter collectively referred to as '**Parties**' and individually referred to as a '**Party**'.

WHEREAS:-

Reg. No.

Reg. Year

Book No.

7474

2024-2025

1



विक्रेता



क्रेता

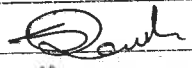


गवाह

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru PAWAN KUMAROTHER NURAY REALTECH PVT LTD 

क्रेता :- thru MANISH DAHIYAOTHERBABBLES PROJECTS PVT LTD 

गवाह 1 :- SANDEEP RAVESH 

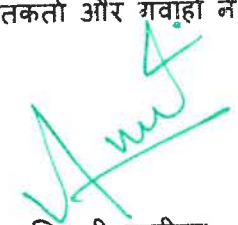
गवाह 2 :- NASEEM AHMED 

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7474 आज दिनांक 30-08-2024 को बही नं 1 जिल्द नं 294 के पृष्ठ नं 89.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2426 के पृष्ठ संख्या 58 से 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 30-08-2024

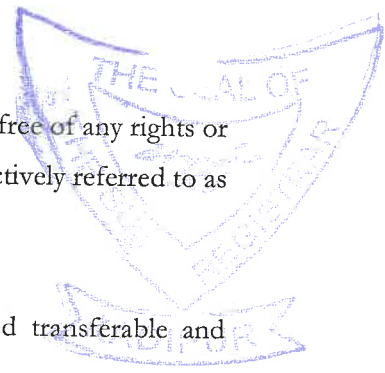


उप/संयुक्त पंजीयन अधिकारी कादीपुर 

- A. The Seller assures, declares, and represents to the Purchaser that:
- A.1 The Seller is the absolute owner and in possession of Khudkasth land admeasuring 1.486 Acres (11 Kanal 17 Marla 6 Sarsai) as mentioned in Schedule I and situated in Village:, Daulatabad and Tehsil-Kadipur, District- Gurugram, , Sector -103, Gurugram, Haryana as per the Jamabandi for the Year 2020-21 (the said lands admeasuring 1.486 Acres are hereinafter collectively referred to as the '**Said Land**'). The Seller acquired the Said Land and became the owner in possession of the Said Land by virtue of Sale Deeds as mentioned in Schedule II, and mutations whereof were entered vide Mutation Nos. 2680, 2719 and 2721 respectively.
- A.2 The Seller is the sole, absolute, and exclusive recorded owner of the Said Land which is also reflected in the revenue records and possesses clear and marketable title of the Said Land and has unfettered, absolute and unrestricted right, title, easement and interest therein and is in lawful and actual possession thereof with transferable rights, title and interests in the Said Land and are thus fully entitled and competent to sell, transfer and convey the same to the Purchaser.
- A.3 The Seller has actual, exclusive, physical, and peaceful possession of the Said Land.
- A.4 The Said Land or any portion thereof is free from all encumbrances including but not limited to mortgage/charge whatsoever, prior agreement to sell, development right/ collaboration agreement/ agreement, encroachment by or settled possession of a third party, any title defect, restriction or limitation of any nature, such as restriction on use, transfer, conditional sale contract, any arrangement, claim, land ceilings, land acquisition/requisition and particularly that they have not created any charge, lease or mortgage on the same or pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale and the same is also not subject to any *lis pendens*, stay order, notices, charges, disputes, litigation or any court decree or injunction or attachment in the decree of any court, either before or after judgment, government investigation, acquisition or requisition notices or proceedings, Income Tax or Wealth Tax attachment, option or right of pre-emption, beneficial interest/ ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, leasehold interest, co-ownership, disposal of beneficial interest, any other interest held by a third party or any



other registered or unregistered encumbrance whatsoever and is also free of any rights or agreements in favour of any third person(s)/party whomsoever (collectively referred to as the 'Encumbrances').



- A.5 The Seller has clear, effectual, good, subsisting, and unencumbered transferable and marketable title in the Said Land free from any or all Encumbrances.
- A.6 With respect to the Said Land, there is no subsisting non-compliances by the Seller in relation to any material provisions of applicable revenue laws nor is the Seller in receipt of any notice in relation to the Said Land nor any proceedings are pending with respect to the Subject Land. The Said Land, being sold or conveyed herein, does not fall within any forest/reserved area/wakf board/ government land.
- A.7 The Said Land exclusively belongs to the Seller and the same does not vest in any manner in any Hindu Undivided Family (HUF), nor the same at any time has been declared/recorded as property of HUF in the income tax /revenue department.
- A.8 The Said Land has not been notified, either for planned development or for any other purposes, nor the Seller has received any notice of such acquisition, nor any proceeding under provisions of any law are pending in any Court or Tribunal in respect of the Said Land.
- A.9 The Seller has full power, absolute authority, unrestricted and unencumbered rights to alienate, sell, transfer and convey the Said Land in favour of the Purchaser.
- A.10 Consequent upon execution and registration of the present sale deed, all easmentary rights, benefits, privileges, right, title, motor, rasta, khal, bhor, kotha, interest and claim therein, together with all liberties, advantages and appurtenances attached to the Said Land and standing crop(s), if any, would stand transferred to the Purchaser as on the date of execution of this sale deed.
- A.11 With respect to the Said Land, the Seller is not in non-compliance of any applicable statutes, laws (including the applicable land ceiling laws and provisions), regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction,



or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as of the date of this Sale Deed, which may adversely affect the title of the Seller or the power, authority and rights of the Seller to alienate, sell, transfer and convey the Said Land in favour of the Purchaser.

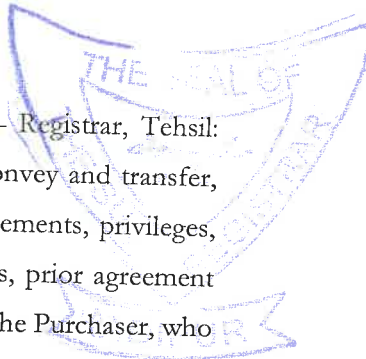
- A.12 The Seller is competent and capable of executing this Sale Deed and does not require any special or additional sanction or permission to sell, transfer and convey the Said Land to the Purchaser.
- A.13 The Seller, for its bonafide legal needs, wishes to sell, transfer, and convey the Said Land along with all appurtenances thereto, to the Purchaser.
- B. Relying on the aforesaid assurances, declarations and representations of the Seller, the Purchaser has agreed to purchase the Said Land and the Seller has agreed to sell, transfer, convey and assign all its rights, interests and titles of the Said Land together with all estate, title, easements, rights, privileges, appurtenances thereto, free from all Encumbrances, to the Purchaser for an aggregate and agreed consideration of Rs. 13,58,06,069/- (Rupees Thirteen Crore Fifty-Eight Lakh Six Thousand Sixty Nine Only) (the 'Total Sale Consideration').

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:

1. In consideration of the Total Sale Consideration paid by the Purchaser in the manner as stated herein below:
 - A. An amount of **13,44,48,008/-** (Rupees Thirteen Crore Forty Four Lakh and Eight Only) has been paid by the Purchaser to the Union Bank of India on behalf of the Seller.
 - B. An amount of Rs. 13,58,061/- (Rupees Thirteen Lakh Fifty Eight Thousand and Sixty One only) has been deducted by the Purchaser as Tax Deduction at Source @ 1% under section 194IA of Indian Income Tax Act, 1961.

The Seller hereby admits and acknowledges the payments made to Union Bank of India on behalf of the Seller.





The Seller doth hereby admits and acknowledges, before the Sub – Registrar, Tehsil: Kadipur, District: Gurugram, Haryana, the Seller doth hereby sell, convey and transfer, alienate and assign all its entire rights, title, interest, claim, estate, easements, privileges, appurtenances in the Said Land, free from all Encumbrances, charges, prior agreement whatsoever, and mortgage etc. in any manner whatsoever, in favour of the Purchaser, who shall hereafter be the sole and absolute owner of the same and shall enjoy all rights of ownership, possession, privileges, easements, all rights of ways/passages/water, appurtenant or any other things hidden in the earth belonging to or appurtenant thereto. And the Purchaser shall stand fully discharged from its liability towards the payment of Total Sale Consideration to the Seller under this Sale Deed.

2. That the aforesaid Sale Consideration has been discharged by the Purchaser as full and final payment for purchase of the Said Land which includes all/entire cost of Said Land along with all things, standings, fittings, fixtures, connections, structure, tubewell, trees, rights attached to the Said Land and other common facilities and amenities etc. related thereto and on handing over the actual vacant peaceful physical possession of whole of the Said Land to the Purchaser, and now nothing is left to be paid to the Seller(s) or anybody claiming through the Seller for the sale of Said Land.
3. The actual, peaceful physical possession of the Said Land has been handed over by the Seller to the Purchaser simultaneously with the execution and registration of this Sale Deed.
4. The Seller has been left with no right, title, interest, claim or concern of any nature whatsoever on the Said Land and the Purchaser has become the absolute owner in possession of the same and shall be entitled to deal with and dispose of the Said Land as it deems fit without any interference, obstruction or hindrance from the Seller or anyone claiming under, through or in trust of the Seller.
5. The Seller has paid all the taxes, rates and other outgoings due to local bodies, revenue, other authorities and Government Offices/ Departments in respect of the Said Land up to the date of execution of this Sale Deed and the Purchaser shall bear and pay the same hereafter from the date of the execution of this Sale Deed. However, in case if any arrears are found due for the earlier period (prior to the date of execution of this Sale Deed), the same shall be discharged by the Seller as and when the same are due.



6. The Seller in addition to the representations made by it in the recitals of this Sale Deed, further, represents, assures and covenants with the Purchaser as follows:

- (a) the Said Land is free from all Encumbrances and if it is ever proved otherwise, and if the Purchaser is not able to utilize the Said Land for its intended use as permitted under the law or whole or any portion of the Said Land is taken away or goes from the possession of the Purchaser on account of any defect in the ownership and title of the Seller on account of the above, then, the Seller (without prejudice to the other rights and remedies available with the Purchaser) shall be liable to make good the losses suffered by the Purchaser. The Seller undertakes to keep the Purchaser indemnified and harmless against all consequences that may follow including but not limited to all losses, damages, cost, market price, expenses, attorney fee, proceedings, contingent liabilities known or unknown that the Purchaser may suffer or incur because of any act of misrepresentation or defect in the title of the Seller;
- (b) The Seller has actual, exclusive, physical, and peaceful possession of the Said Land and the same is free of any third-party possession or adverse possession, and no part of the Said Land is a place of worship i.e. Temple, Mosque, Church etc. nor the same is earmarked/ used as a crematorium, cemetery, burial ground;
- (c) The said Land is not used or earmarked as a common road;
- (d) That there is no impediment, prohibition, restriction, or any kind of bar imposed under the law or otherwise against the Seller for sale and transfer of the Said Land by the Seller.
- (e) That the title of the Said Land is clear and marketable, and the Said Land is free from all sorts of mortgages, encumbrances, charges, tenancy, lease, patta, liens, attachments, trusts, acquisitions, prior agreements to sell, disputes whatsoever or howsoever and there is/are no notices of attachment, acquisition or requisition or notices thereto and further there is no litigation, injunction, or any other proceedings, claims or demands pending in relation to the Said Land.



(f) That there is no prior or subsisting agreement to sell/ Development Agreement/ Collaboration Agreement/ any other agreement whatsoever, Power of attorney in respect of the Said Land or part thereof nor has the Said Land been disposed of or transferred or agreed to be transferred to any other person or persons under any gift, will, exchange, lease or any other arrangement whatsoever;

(g) That the Seller is the legal and rightful owner of the Said Land and has acquired the Said Land through its own funds and the Seller is the beneficial owner of the Said Land and the provisions of the Prohibition of Benami Property Transactions Act, 1988 and the Benami Transaction (Prohibition) Amendment Act, 2016, in no way apply to the Said Land. The Seller shall indemnify and keep the Purchaser indemnified from all the losses incurred by the Purchaser in case this representation is found to be untrue or false; and

(h) That there is no loan amount outstanding against the Said Land.

(i) That there is no order of attachment by the Income Tax Authorities or by any other authorities nor any notice of acquisition/requisition has been received or pending in respect of the Said Land.

(j) That no minor under the provisions of The Hindu Succession Act, 1976 or Hindu Undivided Family ('HUF') has any right, title, interest, claim or demand whatsoever or howsoever in respect of the Said Land or any part thereof.

7. Relying on the aforesaid representations of the Seller and believing the same to be true and acting on the faith thereof the Purchaser has purchased the Said Land and accordingly the Seller hereby agrees and undertakes that they shall, at all times, keep and hold the Purchaser fully indemnified, saved, defended and harmless, from and against all claims, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands which the Purchaser may bear, incur or suffer, and, or, which may be made, levied or imposed on the Purchaser, and/or claimed from the Purchaser and paid by the Purchaser, due to or by reason or virtue of: (i) any defect or deficiency in or want of title of the Said Land; (ii) any legal, quasi-legal, administrative, claims, actions, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings pending against or with respect to the Said Land or any portion thereof that may arise due to actions of the Seller upto the date of registration of this Sale Deed; (iii)



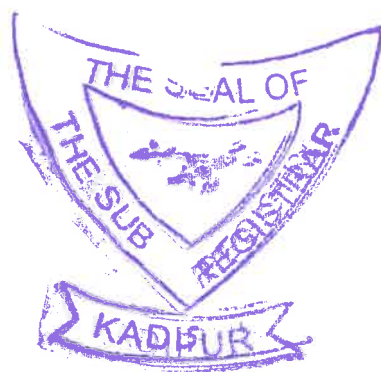
any of the representations, warranties, covenants, assurances and other terms and conditions of this Sale Deed being found to be false, untrue and, or, misleading in any manner whatsoever having adverse effect on this Sale Deed or which will affect the valid and marketable title and peaceful possession of the Seller over the Said Land; (iv) the Seller having suppressed or concealed any facts, documents or information from the Purchaser relating to the title of the Seller over the Said Land or having any adverse effect on this Sale Deed. All documents of title and conveyance of the Land in favour of the Seller are genuine, authentic and effectual.

8. The Seller represents that the Said Land has not been notified under section 4 or 6 of The Land Acquisition Act, 1894 or the provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or The National Highways Authority of India Act, 1988 or such similar law for the time being in force either for planned development or for any other purposes, nor they have received any notice of such acquisition nor any proceeding under provisions of any law are pending in any court or tribunal in respect of the Said Land.
9. The Seller do hereby represents and warrants that it has not done, committed, omitted, knowingly or willingly suffered or been party or privy to any act, deed, matter or thing which may have an adverse effect on validity or marketability of the title of the Seller over the Said Land or whereby the Seller is prevented from transferring/ selling/ conveying the Said Land or any part thereof or whereby the same or any part of the Said Land, is, can or may be subject to any Encumbrances or prejudicially affects the estate, title or otherwise howsoever and there is no construction and / or misuse on or in the Said Land.
10. Upon registration of the sale deed, the Purchaser is entitled to get the Said Land mutated in its own name in revenue records and other concerned authorities on the basis of this Sale Deed or its certified true copy in the absence of Seller to which it shall have no objection and the Seller shall, at the request and cost of the Purchaser, provide full assistance/cooperation and do and execute all and such other or further acts, deeds, things and sign all such documents as may be necessary for effecting the mutation of the Said Land in the name of the Purchaser with the relevant authorities.
11. The Purchaser from this day shall have unlimited and unrestricted ownership and proprietary rights to either dispose of the Said Land or any portion thereof, to put the

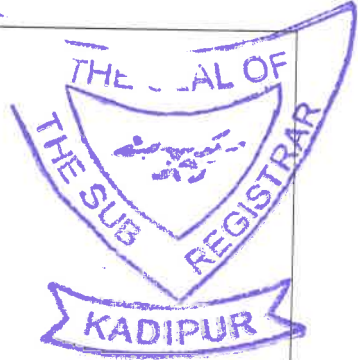


same to any use, it likes by using the same in any way or otherwise by enjoying it's rents, profits, Income etc., as absolute owner thereof without any interruption, claim or demand whatsoever by or on behalf of the Seller and their respective legal representatives, nominees, executors, successors etc., or any other person (s) claiming under or through them.

12. That the Seller shall fully cooperate and furnish any additional information/documentation that will be available with them in case the Seller's absolute ownership and/or marketable title rights to the Said Land are challenged. The Seller shall make themselves available before any competent court or courts and/or authority or authorities for establishing their absolute ownership and/or marketable title to the Said Land.
13. From this day, the Purchaser shall have all rights in the Said Land, latent or patent, which the Seller had in the same.
14. The Seller has handed over the original title documents and chain documents of the Said Land to the Purchaser simultaneously with the execution of this Sale Deed.
15. All the expenses of the sale deed viz. Stamp duty, registration fee etc, have been borne and paid by the Purchaser and the Purchaser alone shall be entitled to retain the original thereof.
16. The object or consideration for the transfer of the Said Land is lawful.
17. The Seller and Purchaser have full knowledge of section 82 of Registration Act, 1908 and this deed is being executed and registered in compliance of the same without mentioning any false fact. Both the parties hereto are responsible for all the contents of present Sale Deed.
18. That this transaction has taken place in Gurugram, Haryana and as such the District Courts in Gurugram, Haryana and Hon'ble High Court of Punjab and Haryana at Chandigarh and Hon'ble Supreme Court of India shall have jurisdiction to entertain any disputes between the Seller and the Purchaser.



IN WITNESS WHEREOF, the Seller and the Purchaser have hereunto set their hands, the day, month, and the year first above written and on the presence of following witnesses:

M/s Nuray Realtech Pvt. Ltd. For NURAY REALTECH PVT. LTD. (Mr. Pawan Kumar) <i>Pawan</i> (Authorised Signatory) <i>Authorised Signatory</i> Seller	
Babbler Projects Private Limited For Babbler Projects Private Limited <i>Manish</i> (Mr. Manish Dahiya) <i>Authorised Signatory</i> (Authorised Signatory) Purchaser	
Witnesses:	
1. <i>Sandeep</i> <i>Sandeep Roush</i> HN - F465 SGM Nagar Sector - 21 D Faridkot.	2. <i>Naseem</i> <i>Naseem Ahmad</i> H-16/73, Third floor, Sangam Vihar, N. Delhi



Schedule I

Nurav Realtech Private Limited :-

Khewat/ Khatoni No.	Mustati 1 No.	Kila No.	Total Area			Share	Area Purchased		
			Kawal	Marla	Sarsai		Kawal	Marla	Sarsai
152/159	51	4	7	2	-	1/16	-	8	8
153/160	51	3/2	4	5	-	1/16	-	5	3
198/208	51	3/1	2	17	-	157/1054	2	16	1
	51	7	8	-	-				
	51	8	8	-	-				
200/210	51	14/1	7	1	-	134/846	1	2	3
638/719	52	4	7	2	-	15/142	-	15	-
772/863	51	24	7	11	-	4063/9438	3	5	-
765/856	51	1/1	4	-	-	64/629	-	8	1
766/857	52	5	7	12	-	64/629	2	16	8
	52	6	8	-	-				
	52	7/1	4	15	-				
	52	14	7	12	-				
Total		Kita 13	83	17	-	As Above	11	17	6
			10.48				1.49		



For NURAY REALTECH PVT. LTD.


Authorized Signatory

For Babler Projects Private Limited


Authorized Signatory



Schedule II

Sr. No.	Village	Rect. No.	Kila No./ Khasra No.	Area (acres)	Company Name	Sale Deed No.	Sale Deed Date
1	Daulatabad	51	1/1	0.05	M/s Nuray Realtech Pvt Ltd	20414	13-Oct-11
2	Daulatabad	51	3/1	0.05	M/s Nuray Realtech Pvt Ltd	13199	08-Aug-11
3	Daulatabad	51	3/2	0.03	M/s Nuray Realtech Pvt Ltd	13199	08-Aug-11
4	Daulatabad	51	4	0.06	M/s Nuray Realtech Pvt Ltd	13199	08-Aug-11
5	Daulatabad	51	7	0.15	M/s Nuray Realtech Pvt Ltd	13199	08-Aug-11
6	Daulatabad	51	8	0.15	M/s Nuray Realtech Pvt Ltd	13199	08-Aug-11
7	Daulatabad	51	14	0.14	M/s Nuray Realtech Pvt Ltd	13199	08-Aug-11
8	Daulatabad	51	24	0.41	M/s Nuray Realtech Pvt Ltd	28191	09-Jan-12
9	Daulatabad	52	4	0.09	M/s Nuray Realtech Pvt Ltd	20414	13-Oct-11
10	Daulatabad	52	5	0.10	M/s Nuray Realtech Pvt Ltd	20414	13-Oct-11
11	Daulatabad	52	6	0.10	M/s Nuray Realtech Pvt Ltd	20414	13-Oct-11
12	Daulatabad	52	7/1	0.06	M/s Nuray Realtech Pvt Ltd	20414	13-Oct-11
13	Daulatabad	52	14	0.10	M/s Nuray Realtech Pvt Ltd	20414	13-Oct-11
Total Area				1.49			

For NURAY REALTECH PVT. LTD.


Authorised Signatory

For Babbler Projects Private Limited


Authorised Signatory





NURAY REALTECH PRIVATE LIMITED

Reg. Office: B-156, Shukra Bazar, Main Road New Ashok Nagar, East Delhi, East Delhi, East Delhi, Delhi, India, 110096

CIN NO. : U70200DL2010PTC205444

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S NURAY REALTECH PVT. LTD. ("COMPANY") AT ITS BOARD MEETING HELD ON THURSDAY 29th AUGUST, 2024 AT 10:30 AT B-156, SHUKRA BAZAR, MAIN ROAD, NEW ASHOK NAGAR, EAST DELHI, INDIA, 110096

Authorisation for signing and execution of Transaction documents for transfer of Land Parcel approximately to 1.486 Acres (11 Kanal 17 Marla 6 Sarsai), situated in Village Daulatabad, Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana

The Chairman informed the Board that the Company, is the sole and exclusive owners of the land parcels admeasuring aggregating approximately 10.48 Acres, situated in Village Daulatabad, Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana ("**Company Land**").

The Chairman further informed the Board that, the Company proposes to transfer a land parcel of 1.486 Acres (11 Kanal 17 Marla 6 Sarsai), out of the Company Land, in favour of **Babbler Projects Private Limited** having its registered office at AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector-62, Gurugram – 122101 (hereinafter referred to as the "**Babbler**").

The Board of Directors discussed the matter and passed the following Resolution unanimously:-

"RESOLVED THAT the consent of the Board be and is hereby unanimously and irrevocably accorded for transfer of land parcel of 1.486 Acres (11 Kanal 17 Marla 6 Sarsai), out of the Company Land i.e. approximately to 10.48 Acres, located at Village Daulatabad, Tehsil-Kadipur, District- Gurugram, Sector - 103, Gurugram, Haryana, the details of which are provided in **Schedule A** hereunder, in favour of **Babbler**.

RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution and registration of the Sale Deed and any other document to be executed in relation the Sale Deed (hereinafter collectively referred to as "**Transaction Documents**").

RESOLVED FURTHER THAT Pawan Kumar ("**Authorised Signatories**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents including any other ancillary documents to be executed pursuant to the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this resolution including any other ancillary documents to be executed pursuant to the Transaction Documents and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of all the Directors of the Company."

CERTIFIED TRUE COPY

For **NURAY REALTECH PVT. LTD.**


SANJAY KUMAR SHARMA
Director
Din No.- 03036731

NURAY REALTECH PRIVATE LIMITED

Reg. Office: B-156, Shukra Bazar, Main Road New Ashok Nagar, East Delhi, East Delhi, East Delhi, Delhi, India, 110096

CIN NO. : U70200DL2010PTC205444

SCHEDULE A Details of the Company Land

Nuray Realtech Private Limited :-

Khewat / Khatoni No.	Musta til No.	Kila No.	Total Area			Share		Area Purchased		
			Kanal	Marla	Sarsai			Kanal	Marla	Sarsai
152/159	51	4	7	2	-	1/16	0.06	-	8	8
153/160	51	3/2	4	5	-	1/16	0.06	-	5	3
198/208	51	3/1	2	17	-	157/1054	0.15	2	16	1
	51	7	8	-	-					
	51	8	8	-	-					
200/214	51	14/1	7	1	-	134/846	0.16	1	2	3
638/719	52	4	7	2	-	15/142	0.11	-	15	-
772/863	51	24	7	11	-	4063/9438	0.43	3	5	-
765/856	51	1/1	4	-	-	64/629	0.10	-	8	1
766/857	52	5	7	12	-	64/629	0.10	2	16	8
	52	6	8	-	-					
	52	7/1	4	15	-					
	52	14	7	12	-					
Total			83	17	-	As		11	17	6
			10.48			Above		1.486		

BABBLER PROJECTS PRIVATE LIMITED

CIN: U45400HR2008PTC080248

Regd. Office: AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector – 62, Gurugram – 122101

Tel. No.: +91 92111 60000, Email: babblers@aipl.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS ("THE BOARD") OF BABBLER PROJECTS PRIVATE LIMITED ("THE COMPANY") HELD ON THURSDAY, 29TH DAY OF AUGUST, 2024 AT 02:00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT AIPL BUSINESS CLUB, FIFTH FLOOR, GOLF COURSE EXTENSION ROAD, SECTOR - 62, GURGAON - 122 101, HARYANA.

Authorisation for signing and execution of Transaction documents for purchase of Land Parcel approximately to 1.486 Acres (11 Kanal 17 Marla 6 Sarsai) situated in Village, Daulatabad and Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana.

The Chairman informed the Board that **M/s Nuray Realtech Pvt. Ltd.**, a company incorporated, existing and governed under the provisions of the Companies Act, 2013, having (CIN: U70200DL2010PTC205444) and having its registered address at B-156, Shukra Bazar, Main Road, New Ashok Nagar, East Delhi, India, 110096 ("**Seller**"), is the sole and exclusive owner of the land parcels admeasuring aggregating approximately 1.486 Acres (11 Kanal 17 Marla 6 Sarsai) situated in Village, Daulatabad and Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana ("**Said Land**"), the details of which are provided in **Schedule A** hereunder.

The Chairman further informed the Board that, the Seller proposes to transfer the Said Land, in favour of the Company.

The Board of Directors discussed the matter and passed the following Resolution unanimously:-

"RESOLVED THAT the consent of the Board be and is hereby unanimously and irrevocably accorded for acquisition of the Said Land, i.e. admeasuring aggregating approximately 1.486 Acres (11 Kanal 17 Marla 6 Sarsai) situated in Village, Daulatabad and Tehsil-Kadipur, District- Gurugram, Sector -103, Gurugram, Haryana in favour of the Company.

RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution and registration of the Sale Deed and any other document to be executed in relation the Sale Deed (hereinafter collectively referred to as "**Transaction Documents**").

RESOLVED FURTHER THAT Mr. Manish Dahiya and/or Mr. Nitish Kumar Pathak ("**Authorised Signatories**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents including any other ancillary documents to be executed pursuant to the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this resolution including

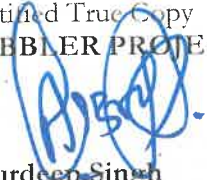


any other ancillary documents to be executed pursuant to the Transaction Documents and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of all the Directors of the Company.”

Certified True Copy

BABBLER PROTECTS PRIVATE LIMITED



Gurdeep Singh

Director

DIN : 00013776

Address : J-210 B, Lane-W-15A, Western Avenue,
Sainik Farm, New Delhi - 110 062.

SCHEDULE A
Details of the Said Land

Nuray Realtech Private Limited :-

Khewat / Khatoni No.	Musta til No.	Kila No.	Total Area			Share		Area Purchased		
			Kanal	Marla	Sarsai			Kanal	Marla	Sarsai
152/159	51	4	7	2	-	1/16	0.06	-	8	8
153/160	51	3/2	4	5	-	1/16	0.06	-	5	3
198/208	51	3/1	2	17	-	157/1054	0.15	2	16	1
	51	7	8	-	-					
	51	8	8	-	-					
200/214	51	14/1	7	1	-	134/846	0.16	1	2	3
638/719	52	4	7	2	-	15/142	0.11	-	15	-
772/863	51	24	7	11	-	4063/9438	0.43	3	5	-
765/856	51	1/1	4	-	-	64/629	0.10	-	8	1
766/857	52	5	7	12	-	64/629	0.10	2	16	8
	52	6	8	-	-					
	52	7/1	4	15	-					
	52	14	7	12	-					
Total		Kita 13	83	17	-	As		11	17	6
			10.48			Above		1.486		

