

Sr. No. 741 9639
17-7-08 Dated 10/7/08

Certified Under Section 42 of the Indian Stamp Act, 1889,

that Stamp Duty of the amount of Rs. 10,50,000/-

(Rupees Ten Lacs Fifty thousand only.

has been levied on this document and paid by M/s Nature Well Promoters
Pvt Ltd N-Delhi

vide treasury challan No. 11

Dated 10/7/08 for Sale deed: 1,50,00,000/- in favour
of



TREASURY OFFICER
CUM-COLLECTOR
GURGAON
10/7/08

VALUATION : Rs 1,50,00,000/
STAMP DUTY : Rs. 10,50,000/
STAMP NO./DATE : 10.07.2007
AREA/TYPE : 4 kanals 1 marlas Agriculture
VILLAGE : Chauma Tehsil and District Gurgaon
NOC from DTP(E) : Memo No 696 dated 08.07.2008

THIS SALE DEED is to be executed at Gurgaon on this 10th day of July 2008 by:

1. **Smt Leela Mehta** Wife of Late Sh V D Mehta 2) **Smt Imrat Rani** W/o Late Shri Dev Raj Both acting through their common Power of Attorney Holder Mr R K Mehta, Advocate R/o C-76, Neeti Bagh, New Delhi. The General Power of Attorney is duly registered before the Sub-Registrar Delhi. Copy of the said GPA is attached. The General Power of Attorney is duly registered before the Sub-Registrar. GPA No 57754 Vol 1274 Pg 138-140

Both collectively hereinafter referred to as '**Vendor**', which expression shall unless repugnant to the context mean and includes the present Power of Attorney holders of the respective vendor and legal heirs, assigns, legal representatives, successors, administrator, Power of attorney holders and executors of the Vendor and the Power of Attorney Holders of the First Part;

प्रलेख न: 9639

दिनांक 17/07/2008

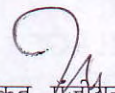
<u>डीड संबंधी विवरण</u>		
डीड का नाम SALE WITH IN MC AREA		
तहसील/सब तहसील गुडगाँवा	गांव/शहर चौमा	स्थित चौमा
<u>भवन का विवरण</u>		
<u>भूमि का विवरण</u>		
चाही	4 Kanal 1 Marla	
<u>धन संबंधी विवरण</u>		
राशि 15,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,050,000.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये	

Drafted By: H.R.Khatana, Adv.

यह प्रलेख आज दिनांक 17/07/2008 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी R.K.Mehta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी V.D.Mehta निवासी C-76, Neeti Bagh, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता

श्री R.K.Mehta

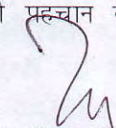

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

उपरोक्त विक्रेताव श्री/श्रीमती/कुमारी thru:- Pappu Masih क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 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 H.R.Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Philip Biswas पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी P.Biswas निवासी 82-A, GK-II, N.Delhi ने की।
साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 17/07/2008




उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

IN FAVOUR OF

M/S Natureville Promoters Pvt. Ltd., a company duly incorporated and registered as per the provisions of the Companies Act, 1956 and having its registered office at Natureville", W-82/A Greater Kailash II, New Delhi - 110 048, acting through its Authorized Signatory/Authorized Representative Shri. Pappu Masih, duly authorised by the Board of Directors, [hereinafter referred to as VENDEE] which expression unless the subject or context requires otherwise shall mean and include its successors, legal representatives, administrator and nominated assigns of the SECOND PART.

WHEREAS the VENDORS have represented that they are absolute owner in possession of land admeasuring 4 kanals 1 marlas, in Khewat/ Khata No 2329 / 2518, Mustil No 21 kila No 18/2/1(4-1) which is stated to be recorded in Jamabandi for the year 2000-2001 situated within the revenue estate of Village Chauma, Tehsil and District Gurgaon, Haryana, which shall be referred to as the said land and is also described in the SCHEDULE 'A' OF THE PROPERTY, forming part and parcel of this sale deed, (herein after referred to as the "**Said Land**"); and vendor are intended to dispose off the said property to the interested party.

WHEREAS, the Vendor have assured that the Power of Attorney has not been revoked and has represented that the above lands are free from all encumbrances, charges, liens, exchanges, mortgages, attachments, agreement to sell (existing or expired), acquisition proceedings, litigations relating to the title or possession of the Said Land. They have further represented that they have not signed any agreement to sell or any kind of collaboration / development agreement (either valid or expired) with respect to the Said Land. The vendor have stated and assured that they are fully competent to sell, transfer, alienate and dispose of the Said Land.

WHEREAS the Power of Attorney holders of the above vendor (the signatories of the present sale deed) have represented to the Vendee that they are valid and continuing Power of Attorney holder of the respective vendor as stated above and they have appropriate and valid authorization to execute the present sale deed on behalf of the said respective vendor and receive consideration, in their own name on behalf of the said respective Vendor. The power of Attorney Holder has also represented that they have their personal knowledge that there is no charge on the said land and there is no interest of any other person on the said land of any nature whatsoever and they have personal knowledge that the executants of the General Power Attorney/power of Attorney are alive as on date and the said General Power of Attorneys and Power of

Reg. No. 9639 Reg. Year 2008-2009 Book No. 1



विक्रेता
विक्रेता
R.K.Mehta

क्रेता

गवाह

क्रेता
thru:- Pappu Masih

गवाह 1:- H.R.Khatana

गवाह 2:- Philip Biswas

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9,639 आज दिनांक 17/07/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 17/07/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

बही नं० 9639 अति. बही नं० 1
जिल्द नं० 10745 पृष्ठ नं० 93-94 पर
पंजीकृत किया गया है।
जिल्द नं० 883 पृष्ठ नं० 41
दिनांक 17/7/08 को सही किया गया।

सब रजिस्ट्रार
गुडगाँव



Attorney has not been cancelled, superseded or revoked in any form either in writing or otherwise .

WHEREAS the Vendee/purchaser has informed the Vendor and the Power of Attorney holders that the vendee is purchasing the said land at huge consideration to convert the same into residential land by paying license fee and other fee and get the land converted into residential land and hence any falsity in any representation(s) made by the vendor shall have very large financial amplifications and in that eventuality the vendor and the Power of Attorney holders jointly and severally shall have to indemnify the vendee for all the losses suffered or to be suffered. The Vendor and the Power of Attorney holders have agreed for the same.

WHEREAS the First Party/Vendor, are willing to sell the Said Property, which as per representation of the Vendor, is free from all encumbrances, charges, to the Second Party/Vendee. Upon the said representation of the Vendor, the Second Party/Vendee has agreed for a total consideration of Rs 1,50,00,000/- (Rupees One Crore and Fifty Lacs only) and relying upon the above representations of the vendee and the representations made by the Attorney(s) the Vendee has consented to purchase the said property from the Vendor for the consideration mentioned hereinabove on the terms and conditions mutually agreed upon between the parties.

WHEREAS, relying upon the above assurances & representations of the vendor, the Purchaser has called upon the Vendor to covey the Said Land in favour of the Purchaser/Vendee and accordingly, the Vendor are now executing these presents, being a Sale Deed, thereby conveying the Said Land in favour of the Purchaser/Vendee.

NOW THIS SALE DEED WITNESSETH AS UNDER:

1. PROPERTY SOLD AND CONSIDERATION:

That the total consideration of the said land is Rs 1,50,00,000/- (Rupees One Crore and Fifty Lacs only) The details of the payment of consideration by the vendee to the vendor through their respective General Power of Attorney holder is as follows. At the request of the General power of Attorney, the Consideration is being paid in the name of the Power of attorney holder :

Name	DD No.	Date	Amount(Rs)	Bank
Raj Kumar Mehta	496281	03.07.2008	14,00,000/	Citibank
Cash			1,00,000/	
Raj Kumar Mehta	496364	16.07.2008	1,35,00,000/	Citibank

The Vendor, upon receipt of the above amounts, which the vendor hereby acknowledges, hereby sell, convey, transfer and deliver to the Vendee and the vendee purchases from the vendor all the agricultural land measuring 4 kanals 1 marlas together with rights, titles and interests in the said property, their respective total shares in the said land, all rights of easements, appurtenances patent or latent situated at Village Chauma Tehsil and District Gurgaon.

That the VENDOR have assured and undertaken to the VENDEE that the VENDOR are the absolute owners in possession of the land admeasuring admeasuring 4 kanals 1 marlas, in Khewat/ Khata No 2329 / 2518, Mustil No 21 kila No 18/2/1(4-1) which is stated to be recorded in Jamabandi for the year 2000-2001 situated within the revenue estate of Village Chauma, Tehsil and District Gurgaon, Haryana

The Vendor do hereby for themselves and their successors covenant with the Purchaser/Vendee that notwithstanding any act, deed, matter or things whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from, under, through or in trust for them, made done committed omitted or knowingly suffered to the contrary, THAT the Vendor /Power of Attorney Holders now have good and rightful power and absolute authority to grant, release, convey and assure the Said Land hereby granted, released or assured or intended so to be, unto and to the use of the Purchaser/Vendee forever in the manner aforesaid AND THAT it shall be lawful for the Purchaser/Vendee from time to time and at all times hereafter, to peaceably and quietly enter upon, occupy, possess and enjoy the Said Land and of every part thereof, to use for their own use and benefit, without any interruption, claim or demand, whatsoever, from or by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them.

2. **PAYMENT OF CONSIDERATION:**

That the total consideration of the said land of 4 Kanals 1 marlas is Rs 1,50,00,000/- (Rupees One Crore and Fifty Lacs only).

The Respective Power of Attorney holders on their own behalf and on behalf of the respective vendor for whom they hold Power of Attorney hereby confirm and acknowledge that they have received the entire sale consideration for sale of the Said Land in their own respective names from the Purchaser/Vendee and that no other amount is either due or payable by the Purchaser/Vendee

either to the Vendor or to any other person/s claiming through the Vendor towards sale consideration for sale of the Said Land. The share of the lands have been shown in the present sale deed as per the revenue record. However, the recipients of the consideration/ Power of Attorney holders undertake that they shall distribute the consideration amounts to the respective Vendor for whom they hold Power of Attorney and it shall be their prime responsibility to amicably resolve the distribution of consideration amount as per the respective share holdings. The vendee or its nominee shall not be called upon any point of time to pay further or resolve such issues.

3. **COVENANTS OF THE VENDOR:**

- 3.1 The Vendor hereby sell, convey, transfer, deliver and assign to the Purchaser/Vendee, all its rights, titles and interests in the Said Land, absolutely and forever.
- 3.2 The Vendor hereby covenant with the Purchaser/Vendee that the Said Land is free and clear of any and all liens, encumbrances, charges or the like, including gift, mortgage, disputes, litigation, lis pendens, acquisition, requisition, attachment in the decree of any court, lien, court injunction, notices, trust, exchange, lease, legal flaws, claims, and the vendor have not done anything whereby its title to the Said Land is impaired or affected, nor is it subject to any valid or subsisting or development thereof or undertaking in that behalf. The Said Land is not subject matter of any litigation, court proceedings, lis pendens, attachment, undertaking, guarantee or encumbrances or subject to any other valid and subsisting or lease/tenancy or licenses or management or any other power of attorney and is not subject to any lien, charge or trust.
- 3.3 The Vendor are bound by its representations with regard to the title of the Said Land and in the event any defect in the title is found or in case any representation is found to be untrue or incorrect then the Vendor shall indemnify and hold harmless the Purchaser/Vendee against any claims, damages or other losses.
- 3.4 The Vendor covenant that it has obtained all clearances, permissions and no objections as required in relation to the sale of the Said Land to the Purchaser/Vendee from the appropriate the Central or the State Government or any other authority, body, tribunal or instrumentality. The Vendor agree to indemnify and keep indemnified the Purchaser/Vendee against any losses that may accrue to the Purchaser/Vendee as a result of any such default by the Vendor.

- 3.5 The Vendor confirm and declare that it has paid all the taxes and other dues in respect of the Said Land to the Revenue and other appropriate authorities including the Central or the State Government or any other authority, body, tribunal or instrumentality, till the date of execution of this Sale Deed.

The Vendor covenant with the Purchaser/Vendee that it shall pay any other tax or levy or demand raised by any Government or Statutory Body in respect of the Said Land for the period prior to the date of this Sale Deed, irrespective whether such a demand is raised at any time hereafter.

- 3.6 The Vendor hereby confirm and declare that after receipt of the total sale consideration and handing over of the possession of the Said Land to the Purchaser/Vendee, the Vendor are left with no right, title, claim or interest in the Said Land and the Purchaser/Vendee can enjoy all the rights, title and interest in the Said Land without any obstruction or hindrance from any person in any manner whatsoever.

- 3.7 The Vendor hereby agree and undertake to sign all such documents, at no cost to the Purchaser/Vendee, as may be reasonably required by the Purchaser/Vendee for purposes of getting the Said Land mutated in its name and more perfectly assuring the title to the Said Land. The Vendor shall appear before the appropriate authority in case any rectification deed or supplementary deed is required to be registered to the purpose giving effect of the present sale deed to declare the vendee as complete Owner.

- 3.8 The above stated Power of Attorney holders personally unconditionally agree and undertake to indemnify the Vendee/purchaser or its nominee/successor in case of any claim is logged by any or of the vendor directly or through any one claiming to have any authority deriving from the vendor in relation to the lands subject matter of the present sale deed.

4. **THE VENDOR HEREBY REPRESENT TO PURCHASER/VENDEE THAT:**

- (a) The Vendor have valid and marketable title over the Said Land, with a subsisting right to make the transfer in the manner contemplated in this Sale Deed.

- (b) The Said Land is not subject to any requisition/acquisition by the Central or the State Government or any other authority, body, tribunal or instrumentality, and to the best of the Vendor's knowledge, there exists no event or circumstance which is likely to result in any requisition/ acquisition of the Said Land by the Central or the State Government or any other authority, body, tribunal or instrumentality.
- (c) The Vendor are the absolute and lawful owner and in possession of the Said Land in the records of the office of the Sub-Registrar as well as in the revenue records and other concerned records, and has a clean and unrestricted right thereto, and the Vendor have an absolute, unfettered and unrestricted right to sell and transfer the same to the Purchaser and execute this Sale Deed, as per the terms and conditions contained herein. Other than the Vendor, no other person has any right or lien of any nature or in any manner whatsoever over the Said Land.
- (d) The transfer of the Said Land by the Vendor to the Purchaser/Vendee in the manner contemplated in this Sale Deed shall result in the purchaser/vendee becoming an absolute owner and in unrestricted and unhindered possession of the Said Land.
- (g) The Said Land is not subject to any easement rights.
- (h) The Said Land is not affected by or is subject to any of the land ceiling laws and there is no restriction or other legal impediment on transfer of the Said Land by the Vendor to the Purchaser/Vendee.
- (i) The Vendor have full power and authority to execute, deliver and perform this Sale Deed, and the Vendor have taken all necessary action to authorise the execution, delivery and performance of this Sale Deed which constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (j) There are no pending litigation or proceedings of any nature whatsoever in connection with the Said Land that may affect or are likely to affect, the execution of this Sale Deed, the transfer thereof, or the Vendor's title to the Said Land.

5. **HANDING OVER POSSESSION OF SAID LAND:**

The Vendor confirm and declare that it has already handed over the legal, vacant, actual physical and peaceful possession of the Said Land to the Purchaser/Vendee and the Purchaser/Vendee hereby confirms having received the legal, vacant, physical and peaceful possession of the Said Land, as stated above.

6. **STAMP DUTY AND REGISTRATION CHARGES AND SCHEDULE OF THE SAID LAND:**

The Purchaser/Vendee has incurred the stamp duty, registration related charges for execution of registration of the Sale Deed. .

SCHEDULE

Description of the Said Land admeasuring 4 kanals 1 marlas falling in:

Khewat/ Khata No 2329 / 2518, Mustil No 21 kila No 18/2/1(4-1) which is stated to be recorded in Jamabandi for the year 2000-2001 situated within the revenue estate of Village Chauma, Tehsil and District Gurgaon, Haryana

IN WITNESS WHEREOF the Vendor have signed this Sale Deed at the place, day, month and year first hereinabove written in the presence of following witnesses:

WITNESSES :

Hem R. m Khatana
Advocate
Gurgaon

VENDOR

Philip Biswas
1. PHILIP BISWAS/OP. BISWAS
W. 82. A. G. K. II
New Delhi 48

2.

Hem R. m Khatana
Advocate
Gurgaon

PURCHASER

