

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 27/02/2026

Certificate No. G0272026B5712



GRN No. 147727793



Stamp Duty Paid : ₹ 737490000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name : Fortunea Infrastructure Private limited

H.No/Floor : 16floor

Sector/Ward :

LandMark :

Dlf ph ii dlf square jacarandamarg

City/Village : Gurugram

District : Gurugram

State :

Haryana

Phone : 98*****54



Buyer / Second Party Detail

Name : Godrej Properties Limited

H.No/Floor : 35

Sector/Ward : 44

LandMark :

Third floor um house tower a

City/Village : Gurugram

District : Gurugram

State :

Haryana

Phone : 98*****54

Purpose : 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>

This Stamp Paper forms an integral part of
The Sale deed dated 02nd March 2026 executed
between Fortunea infrastructure Private Limited
and Godrej Properties Limited

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Nandj Lodha

Authorised Signatory

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 02/03/2026 03:50 PM

GRN No: 147728642

Stamp No. : G0272026B5712



Stamp Duty Paid: ₹
737478000.00

Registration Fees: ₹
50000.00

SELLER / First Party Detail

Name: Fortunea Infrastructure Private limited / Stamp No: G0272026B5712 | Amount: ₹737,490,000

Address: 16th Floor, DLF Phase II, DLF Square, Jacaranda Ma

Mobile: ****0254

BUYER / Second Party Detail

Name: Godrej Properties Limited / Stamp No: G0272026B5712 | Amount: ₹737,490,000

Address: Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai 400 079

Mobile: ****6297

Purpose: SALE



Government of Haryana / हरियाणा सरकार

Department of Revenue and Disaster Management / राजस्व एवं आपदा प्रबंधन विभाग

Joint/ Sub Registrar Office (संयुक्त/ उप-पंजीयक कार्यालय)

प्रलेख क्र.:20518

पंजीकरण दिनांक:02/03/2026 03:50 PM

SALE DEED

वसीका संबंधी विवरण (Token: GUR_WAZ_ULH_999818142732463)

वसीका का नाम SALE URBAN AREA WITHIN MC (SALE)			
जिला- Gurugram	तहसील/सब-तहसील- Wazirabad	स्थित- Urban within MC Limit	भौगोलिक स्थिति- Old City Area
नगर निगम - GURUGRAM	गांव/शहर- Ulhawas (01235)	पंचायत - NA	कालोनी - Village Ulhawas Outer
पता : Ulhawas (01235), Wazirabad, Gurugram			भू-भाग का खण्ड : Ulhawas

धन संबंधी विवरण

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

For Godrej Properties Limited
Niraj Lodha

Authorised Signatory

Authorised Signatory

SALE DEED

This sale deed ("**Sale Deed**") is made and executed at Gurugram, Haryana on this 2nd day of March, 2026 ("**Execution Date**");

BETWEEN

FORTUNEA INFRASTRUCTURE PRIVATE LIMITED (CIN: U68200HR2024PTC125502) PAN: AAGCF1023M), a company subsisting under the Companies Act 2013, having its registered office at 16th Floor, DLF Phase II, DLF Square, Jacaranda Marg, DLF QE, Gurgaon, Haryana - 122002 acting through its authorized signatory Mr. Rajiv Goel (having AADHAR No. 764697092151 and PAN no.ACTPG1225A) duly authorized vide board resolution dated 20th January 2026 (hereinafter referred to as the "**Seller**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **One Part**.

AND

GODREJ PROPERTIES LIMITED (CIN: L74120MH1985PLC035308) (PAN: AAACG3995M) a company subsisting under the Companies Act, 2013, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 and regional office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram - 122002, acting through its authorized representative Mr. Niraj Lodha, duly authorized vide board resolution dated 6th November, 2025 (hereinafter referred to as "**Buyer**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns) of the **Other Part**.

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

WHEREAS THE SELLER HAS REPRESENTED TO THE BUYER THAT:

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

लेन-देन राशि- 10535400000.00 रुपये	कलेक्टर दर- 588707469.72 रुपये	कुल स्टाम्प शुल्क- 737478000.00 रुपये
कुल क्रेता- 1	स्टाम्प का मूल्य- 737478000.00 रुपये	पंजीकरण फीस- 50000.00 रुपये
ई-चालान:147728642	पेस्टिंग शुल्क - 3 रुपये	पुरुष क्रेता - 0
महिला क्रेता- 0	प्रारूपकर्ता - Citizen	विशेष/ सामान्य अभिकर्ता (अधिकृत व्यक्ति) का नाम
विलेख तैयार करने वाले का नाम - PRODIP TIRKEY		

Land Direction Remark :

ok

Urban Local Body (ULB) Details

Property Id / Total Area	Name	Relation	Relative	Property Type & Subtype	No Dues	Converted Area	Authorize	Plot No. / Address
1CEFEDB9 / 54964.220 (SqYard)	FORTUNEA INFRASTRUCTURE PRIVATE LIMITED			Vacant Plot - Residential & Residential	0.00	45957.09 (sqmeter)	Yes	Rect.No 38-39 / Rect.No 38-39, Village Ulhaws, Sector 60 & Sector 63-A, Gurugram, 122011,

भुगतान का प्रकार

Payment By	Number	Amount	Bank Name	Date
RTGS	HDFCR5202603027639	4583200000		02-03-2026
RTGS	HDFCR52026030276322206	2860046000		02-03-2026
RTGS	HDFCR52026011958896032	316800000	HDFC BANK	19-01-2026
RTGS	TDS	3200000		25-02-2026
RTGS	TDS	102154000		25-03-2026
Cheque	No 600238 dt. 23-03-2026	1170000000	HDFC BANK	25-03-2026
Cheque	No. 000240 dt. 01-06-2027	1500000000	HDFC BANK	30-05-2027

हस्तांतरण भूमि का विवरण

Seller Name / विक्रेता का नाम	Property Id / खेवट	TotalAreaUrban / कुल भूमि (SqYard)	PercentageArea / प्रतिशत भूमि	Transferred land share / हस्तांतरण भूमि हिस्सा (SqYard)	Unit / इकाई
FORTUNEA INFRASTRUCTURE PRIVATE LIMITED	1CEFEDB9	54964.22	100	54964.22	SY

First Party (SELLER) Details (प्रथम पक्ष (विक्रेता) विवरण)

Name (Gender) / Mobile	Relation	Relative Name	Grand father name	ID Proof / PAN Number	Address	Total Area (SqYard)	Owner Share (SqYard)	Attendance Status	Sign
FORTUNEA INFRASTRUCTURE PRIVATE LIMITED Thru Rajiv Goel () / ****0254	NA	NA	NA	**** (Aadhaar) / AAGCF1023M	16th Floor, DLF Phase II, DLF Square, Jacaranda Ma	NA	NA	Present	

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Ninaj Lodha

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Ninaj Lodha

Authorised Signatory

- A. The Seller is the actual, absolute, lawful owner and in physical possession of a contiguous, freehold pieces and/or parcels of land admeasuring 90 Kanal 17 Marla (approximately 11.35625 acres) comprising of Rectangle No. 38 Killa No. 6/2/1 (2-0), 6/2/2 (3-2), 15 (6-1), 16/1 (6-16), 3/2 (5-8), 7/1/1 (3-19), 8/1 (7-10) and Rectangle No. 39 Killa No. 9/1/1 (0-6), 9/2/1 (3-13), 10/1 (2-0), 10/2 (5-4), 11 (8-0), 19/2 (7-4), 20/1 (4-0), 20/2 (4-0), 21 (8-0), 22/1 (1-15), 1/ 2 (4-12), 2/1 (6-13), 9/1/2 (0-14) situated at village Ullawas, Tehsil Wazirabad, Sector 60 and Sector 63A, District Gurugram, Haryana, more particularly described in **Schedule-I** hereunder written and demarcated in the plan annexed hereto as **Schedule-II** ("**Said Land**"). The Said Land is abutting and has access from 24 meter wide road, which is emanating from 60 meters wide sector road which further connects to Golf Course Extension Road and has a frontage of approximately 67 meters on the 24 meter wide sector road as more detailed and depicted in the plan attached as **Schedule-II** hereto. The Seller has obtained property ID bearing no. 1CEFEDB9 of the Said Land from governmental authority. The Seller was incorporated in the name and style of Fortunea Infrastructure Private Limited on 14.10.2024 upon conversion of Fortunea Infrastructure LLP into private limited company, by way of Certificate of Incorporation bearing no. U68200HR2024PTC125502.
- B. The Seller is vested with absolute ownership and clear and marketable title of Said Land along with all rights, interest, including development rights thereto, free from any Encumbrance (*as defined hereinafter*), and is seized of and is in absolute, peaceful, lawful, vacant, physical, unencumbered, exclusive, unfettered and unhindered possession of the Said Land. The Seller had acquired the absolute right, title and interest in the Said Land *vide* the title documents identified under Part A of **Schedule-III** attached hereto ("**Title Deeds**"), and is recorded as the owners and in possession of the Said Land along with development rights in all government records including the Record of Rights (Jamabandi). The antecedent title deeds with regard to Seller' title, as provided in Part A of **Schedule-III** hereto, is true, correct and accurate and the Seller is in absolute compliance thereof.
- C. The Seller have represented that the Said Land along with development rights falls under the residential zone of Gurugram Master Plan 2031 with floor area ratio ("**FAR**") of 1.25 x on Said Land, which aggregates into floor space index ("**FSI**") of

For FORTUNEIA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

2

For Godrej Properties Limited

Ning Lodha

Authorised Signatory

Second Party (BUYER) Details (दूसरा पक्ष (क्रेता) का विवरण)

Name (Gender) / Mobile	Relation	Relative Name	Grand father name	ID Proof / PAN Number	Address	Transfer Hissa(SqYard)	Attendance Status	Sign
GODREJ PROPERTIES LIMITED Thru Niraj Lodha (NA)/ ****6297			NA	**** (NA) / NA	Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai 400 079	54964.22	Present	Niraj Lodha

Witness Details (गवाहों का विवरण)

Name (Gender) / Mobile	Relation	Relative Name	ID Proof	Designation	Address	Attendance Status	Sign
Prodip Tirkey (Male) / ****9999	Son (पुत्र)	M Tirkey	****3941	Other	Delhi	Present	
gaurav Sachdeva (Male) / ****8888	Son (पुत्र)	Rakesh Kumar Sachdeva	****2329	Advocate	Delhi	Present	

A legal or commercial agreement between two parties/ दो पक्षों के बीच कानूनी या व्यापारिक अनुबंध:

SALE DEED

This sale deed ("Sale Deed") is made and executed at Gurugram, Haryana on this [•] day of [•], 202[•] ("Execution Date");

BETWEEN

FORTUNEA INFRASTRUCTURE PRIVATE LIMITED (CIN: U68200HR2024PTC125502) PAN: AAGCF1023M), a company subsisting under the Companies Act 2013, having its registered office at 16th Floor, DLF Phase II, DLF Square, Jacaranda Marg, DLF QE, Gurgaon, Haryana - 122002 acting through its authorized signatory Mr. Rajiv Goel (having AADHAR No. 764697092151 and PAN no. ACTPG1225A) duly authorized vide board resolution dated 20th January 2026 (hereinafter referred to as the "Seller", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **One Part**:

AND

GODREJ PROPERTIES LIMITED (CIN: L74120MH1985PLC035308) (PAN: AAACG3995M) a company subsisting under the Companies Act, 2013, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 and regional office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram - 122002, acting through its authorized representative Mr. Niraj Lodha, duly authorized vide board resolution dated 30th January 2026 (hereinafter referred to as "Buyer", which expression shall unless it be repugnant to the context or

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

For Godrej Properties Limited

approximately 6,18,348 square feet ("GH FSI"). There is no impediment impacting the sake and/or development of the Said Land or any part thereof. The Seller has further represented that the Said Land is capable being developed using 2.5 FSI.

- D. The Seller has obtained license bearing no. 116 of 2021 dated December 24, 2021 ("**Erstwhile DDJAY License**") for setting up of an affordable plotted colony under the Deen Dayal Jan Awas Yojana on the Said Land. Copy of the Erstwhile DDJAY License is annexed herewith and marked as **Annexure A**.
- E. The Seller vide license application dated August 20, 2024, has obtained migration of Said Land for setting up of an affordable plotted colony under the Erstwhile DDJAY License to group housing colony under New Integrated Licencing Policy ("**NILP**") on the Said Land ("**Project**") vide license bearing no. 129 of 2025 dated July 23, 2025 ("**NILP License**") from Director General, Town and Country Planning, Haryana ("**DTCP**"). Copy of the NILP License is annexed herewith and marked as **Annexure B**. The Seller has represented that whilst obtaining the NILP License, the Seller has made/ submitted true and correct representations and documents with DTCP and submitted the Erstwhile DDJAY License and required compliances (related to Erstwhile DDJAY License) with DTCP and on the basis thereof the NILP License has been issued by the DTCP to the Seller. The said NILP License is valid and subsisting and the Government Authorities / DTCP have not issued any notice to revoke or cancel the said NILP License and as on the Execution Date and hereafter, there exists no facts, circumstances or event which shall render the NILP License void, voidable, repudiated, revoked or frustrated, capable of rescission and the Said Land or part thereof undevelopable for the intended purpose for any reason whatsoever.
- F. In pursuance to the terms and conditions agreed between the Parties, the Seller has made an application with DTCP for the transfer of License in the name of the Buyer ("**TOL Application**") under Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 and notifications, circulars, policies, orders etc. issued by DTCP. In pursuance to the TOL Application, DTCP has issued an in-principle approval bearing memo no. LC-5487/JE (RK)/2026/4785 dated 06.02.2026 for transfer of the NILP License and in-principle approval for change of developer bearing memo no. LC-5487/JE (RK)/2026/4581-82 dated 06.02.2026, in the name of the Buyer (collectively

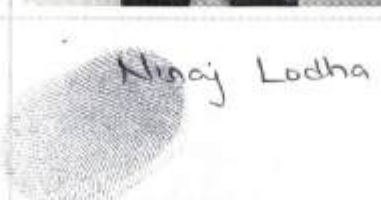
For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

First Party (विक्रेता)	Second Party (क्रेता)	Witness (गवाह)
		
		

यह प्रलेख आज दिनांक 02-03-2026 दिन सोमवार समय 03:50:16 PM बजे FORTUNEA INFRASTRUCTURE PRIVATE LIMITED Thru Rajiv Goel निवासी Ulhawas (01235) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

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

उपरोक्त प्रस्तुतकर्ता FORTUNEA INFRASTRUCTURE PRIVATE LIMITED Thru Rajiv Goel, GODREJ PROPERTIES LIMITED Thru Niraj Lodha हाजिर हैं। प्रस्तुत प्रलेख के तथ्य को दोनों पक्ष 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/ Prodip Tirkey Son (पुत्र) M Tirkey, निवासी :- Delhi; gaurav Sachdeva Son (पुत्र) Rakesh Kumar Sachdeva, निवासी :- Delhi ने की।

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

दिनांक 02-03-2026

संयुक्त / उप पंजीयन अधिकारी, Wazirabad

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 20518 आज दिनांक 02-03-2026 को बही नं 1 जिल्द नं 786 के पृष्ठ नं 137.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 522 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 02-03-2026

संयुक्त / उप पंजीयन अधिकारी, Wazirabad

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED



Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

termed as "In-Principle Approval"). The said In-Principle Approval is valid and subsisting and there exists no facts, circumstances or event which shall render the In-Principle Approval void, voidable, repudiated, revoked or frustrated, capable of rescission for any reason whatsoever and the same is annexed herewith and marked as **Annexure C** hereto.

Accordingly with the Execution Date hereof, the Parties have simultaneously entered into Deed of Access and Right of Way dated 02-03-26 which is duly registered as document no. 26523 dated 02-03-26 in book no. 1, volume no. 786 on page 138-5 with the office of Sub-Registrar, Haryana for irrevocable perpetual easement right for right of way to and from the land admeasuring ____ acres approximately situated at village ULLAWAS, sector G3A, Gurugram, Haryana ("**Access Land**") and the same is annexed herewith and marked as **Annexure D** hereto. The Parties hereby agree that the Access Land to the Said Land is fundamental and essential to this transaction.

- H. Apart from the Seller, no other person or entity has any right, title or interest of any nature whatsoever in the Said Land or any part thereof, or is entitled to the physical possession, use or control of whole or any part of the Said Land.
- I. The DTCP has issued the 'Policy for Grant & Utilization of Transferable Development Rights (TDR)' dated November 16, 2021 bearing Memo No: Misc-454 /2021/28849 and Office Order dated October 17, 2023 regarding "*Standard operating procedure for transfer and utilization of Transferrable Development Rights certificate (TDR) granted under the TDR policy dated 16.11.2021*" (collectively, "**TDR Policy**") in relation to the grant and utilization of transferable development rights ("**TDR**") under the provisions of Section 6A read with Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975.
- J. The Parties hereby agree and acknowledge that, the transferable development rights certificates dated (a) September 24, 2025 bearing no. 01 of 46/2025 to 805 of 46/2025 ("**TDR Certificate-1**") (b) October 23, 2025 bearing no. 01 of 55/2025 to 746 of 55/2025 ("**TDR Certificate-2**") and (c) November 14, 2025 bearing no. to 1 of 68/2025 and to 435 of 68/2025 (out of 1-755 of 68/2025) ("**TDR Certificate-3**") (collectively referred to

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED
Authorised Signatory

For Godrej Properties Limited
Ning Lodha

Authorised Signatory

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Ning Lodha

Authorised Signatory

अस्वीकरण (Disclaimer):-

1. Registration of a document does not automatically validate the title of the property in case of any dispute regarding title arises after registration, remedy lies with the Civil Court under Section 13 of the Specific Relief Act, 1963.
2. No Registering officer shall be liable to any suit, claim or demand by reason of anything in good faith done or refused in his official capacity, under section 86 of The Registration Act, 1908.
3. If the SELLER/BUYER/witness/identifier knowingly provides any false information related to the document, they shall be liable for legal action under Section 212 of the Bharatiya Nyaya Sanhita (BNS).

1. किसी दस्तावेज़ का पंजीकरण यह स्वतः नहीं दर्शाता कि संपत्ति का शीर्षक (मालिकाना हक़) वैध है। यदि पंजीकरण के बाद शीर्षक को लेकर कोई विवाद उत्पन्न होता है, तो उसका समाधान विशिष्ट राहत अधिनियम, 1963 की धारा 13 के अंतर्गत सिविल न्यायालय के माध्यम से किया जाएगा।
2. पंजीकरण अधिनियम, 1908 की धारा 86 के अंतर्गत, कोई भी पंजीयन अधिकारी अपने आधिकारिक कर्तव्यों के दौरान सन्भावपूर्वक किए गए किसी कार्य या इनकार के लिए किसी मुकदमे, दावे या मांग के लिए उत्तरदायी नहीं होगा।
3. यदि विक्रेता/क्रेता/गवाह/पहचानकर्ता दस्तावेज़ से सम्बंधित जानबुझ कर कोई भी गलत जानकारी देता है तो भारतीय दण्ड संहिता (BNS) की धारा 212 के अंतर्गत कानूनी कार्यवाही के लिए उत्तरदायी होगा।

दिनांक 02-03-2026

G

संयुक्त / उप पंजीयन अधिकारी, Wazirabad

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Authorised Signatory



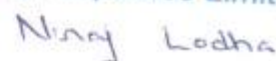
as "**TDR Certificates**"), are issued by DTCP to the landowners, and has been procured by the Seller, totalling to FSI of 0.972 FAR.

- K. The Seller has further represented that they shall procure from DTCP purchasable development rights for **NILP License**, equivalent to FAR of 0.25 ("**PDR**") in favour of the Buyer, in terms of DTCP's Policy dated 10.09.2024 bearing Memo No. Misc-2266/2024/7/17/2024-2TCP (hereinafter referred as "**PDR Policy**"), at the Seller's sole cost, risk and responsibility.
- L. Upon the application and utilization of above detailed TDR Certificates as well as PDR on the Said Land, the aggregate permissible FSI available on the Said Land is 2.472 ("**Project FSI**") being the sum total of 1.25 being the GH FSI, PDR of 0.25 FSI and 0.972 being TDR FSI.
- M. On or before the execution hereof, the Buyer has procured the balance TDR of 0.028 FAR for utilization in Said Land ("**Balance FSI**"). Project FSI and Balance FSI shall hereafter be collectively referred to as "**Total FSI**".
- N. The Seller is desirous of selling, transferring, conveying and assigning unto the Buyer all its right, title, interest in the Said Land together with Project FSI ("**Subject Land**"), free from all Encumbrances.
- O. The Seller has created first ranking charge by way of equitable mortgage on the Said Land by deposit of title deeds, in favour of IDBI Trusteeship Services Limited, being the "**Debenture Trustee**", for the benefit of the Debenture Holders (defined hereinafter) as aggregating upto INR 280,00,00,000 (Rupees Two Hundred and Eighty Crores only) created vide the Amended and Restated Debenture Trust Deed dated August 2, 2024, along with all supplemental agreements thereto and Memorandum of Entry dated August 2, 2024 recording mortgage by deposit of Title Deeds dated August 2, 2024 ("**Mortgage**"). The Debenture Trustee has consented for sale of the Said Land in favour of the Buyer vide NOC dated 31.12.2025 ("**NOC for sale of the Said Land**"), subject to the condition that out of the Sale Consideration, initial amount of INR 490,00,00,000 (Rupees Four Hundred and Ninety Crores only) to be deposited to the designated escrow account no. 5548927840, in the name and style

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of "FORTUNEA INFRASTRUCTURE PVT LTD MASTER ESCROW ACCOUNT", maintained with Kotak Mahindra Bank, having branch located at unit No. 8 & 9, Sewa Corporate Park, M.G Road, Revenue Estate of Gurugram, Haryana 122002. Copy of the NOC for sale of the Said Land is annexed herewith as **Annexure E**. On credit of the said amount in said escrow account, the Debenture Trustee shall irrevocably and unconditionally release the charge over the Said Land.

AND WHEREAS relying on the representations, warranties and covenants of the Seller as contained herein, the Buyer and the Seller have entered into this Sale Deed, for good and adequate consideration, to effect immediate, absolute, unconditional and irrevocable, sale, transfer, assignment and conveyance of the Subject Land along with development rights together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with absolute, peaceful, lawful, vacant, physical, unencumbered, uninterrupted, exclusive and unfettered rights of possession in the Subject Land free from all Encumbrance, from the Seller to the Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Sale Deed and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS

In this Sale Deed, the following words shall have the meanings as assigned to them herein below:

- 1.1. "**Act**" shall mean Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 and notifications, circulars, policies, orders etc. issued by DTCP;
- 1.2. "**Applicable Law(s)**" shall mean the Act, any statute, law, 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

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jurisdiction over the matter in question, whether in effect as of the date of this Sale Deed or thereafter;

- 1.3. **"Approvals"** shall mean and include all approvals (including renewals thereof) required for the Subject Land along with development rights including without limitation applications, permissions, authorizations, consents, clearances, licenses, exemptions, no-objection certificates, letters of intent, annexure, commencement certificates, occupation certificates, completion certificate, sanctions of layout plans (and any modification or amendments thereto), sanctions of building plans (and any amendments thereto), approvals for mortgage, any other permission sanction, approval for transfer of constructed units as may be applicable and/or required from various authorities or committees or departments or agencies such as State Government, National Monument Authority, Archaeological Survey of India (ASI), DTCP, Wild life Board, Fire Department, Water Department, Sewerage Department, Airports Authority of India, Pollution Control Board/Central Government, Ministry of Environment, Forest and Climate Change, Haryana Real Estate Regulatory Authority, LO Approvals, PDR, TDR Certificates or any other concerned statutory and Governmental Authority as may be required under Applicable Laws;
- 1.4. **"Approval Risk"** shall mean (i) any impediment or breach of the Approvals and/or the cancellation of any Approvals, due to any act or omission or breach of any of the Approvals by the Seller and/or any person (other than Buyer) acting under/through or on behalf of them; and/or (ii) claim / dispute/ legal action/notice of any nature whatsoever with respect to the Approvals arising due to any act or omission or breach of any of the Approvals by the Seller and/or any person acting under/through or on their behalf;
- 1.5. **"Debenture Holder"** shall mean the persons who are the holders of Debentures issued or to be issued by the Trident Commerc City Private Limited in accordance with the Amended and Restated Debenture Trust Deed dated August 2, 2024, along with all supplemental agreements thereto and Memorandum of Entry dated August 2, 2024 recording mortgage by deposit of Title Deeds dated August 2, 2024, and whose names appear in the register of beneficial owners of the Debentures maintained in the records of depository;

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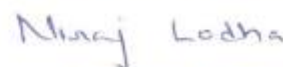
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- 1.6. **"Debenture Trustee"** shall mean IDBI Trusteeship Services Limited, a company, (CIN: U65991MH2001GOI131154), a company subsisting under the Companies Act, 2013, having its registered office at Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai-400001;
- 1.7. **"Encumbrance"** shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department/ Goods and Services Tax ("GST") or any other departments of any Governmental Authority(ies) or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, boundary dispute, dispute/defect in relation to possession, title retention agreement, interest, option, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Governmental Authority(ies), of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the Approvals procured with respect to the Project/ Subject Land, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- 1.8. **"Escrow Agent"** shall mean as mutually appointed as an escrow agent in terms of the Escrow Agreement;
- 1.9. **"Escrow Agreement"** shall mean an agreement to be executed amongst the Seller, Buyer and Escrow Agent for deposit of post-dated cheque with respect to the Balance Sale Consideration with the Escrow Agent and laying down the mechanism to release/ replace the said post-dated cheque(s), to the respective Parties on terms contained therein;

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- 1.10. **"In-Principle Approval"** shall mean the in-principle approval issued by DTCP in accordance with the Act, in relation to transfer of the NILP License in the name of the Buyer, as listed in **Annexure C** hereto;
- 1.11. **"License Application"** shall mean the application dated August 20, 2024 submitted by the Seller for obtaining NILP License;
- 1.12. **"Litigation"** includes any action, show cause notice, claim, demand, suit, proceedings, citation, summons, inquiry or investigation of any nature whether civil, criminal, tax, regulatory, acquisition or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any third party to Seller and/or Buyer and any action, claim, demand, suit, proceedings, citation, summons, inquiry or investigation which are threatened for which written notice has been received;
- 1.13. **"LO Approval(s)"** shall mean and include the Erstwhile DDJAY License, NILP License, In-Principle Approval, Transfer Order, PDR, TDR Certificates and all other approvals as listed in **Schedule-IV** hereto; and
- 1.14. **"Title Risk"** shall mean any defect/ claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute and exclusive possession) of the Subject Land and/or any restriction on marketability and development of the Project which may be raised/ made by any third party, including any person acting under/ through or on behalf of Seller or any predecessor in title.
- 1.15. **"Transfer Order"** shall mean the final order/ approval issued by DTCP in accordance with the Act, transferring a NILP License (without any contingencies for transfer) in favour of the Buyer and no term of which final order/ approval is in contradiction with any terms of the In-Principle Approval.

2. SALE OF SUBJECT LAND

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- 2.1. The Seller hereby, unconditionally, irrevocably and forever, sells, transfers, conveys and assigns the Subject Land along with development rights (present and future) and Project FSI along with all rights, interests, title, liberties, estate, easements, privileges, appurtenances, benefits thereto to the Buyer free from any and all Encumbrance, and the Buyer acquires the same from the Seller, free from all Encumbrance into or upon the same and every part of the Subject Land along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Land.
- 2.2. Simultaneously with the execution and registration of this Sale Deed, the Seller has handed over (a) actual, legal, physical, un-encumbered, unhindered, unfettered, undivided, vacant and peaceful possession of the Subject Land along with development rights and Project FSI to the Buyer, and (b) all the originals of NILP License and/or In-Principle Approval and the existing Approvals to the Buyer and the Buyer hereby acknowledges the receipt of the same from the Seller. Upon execution and registration of this Sale Deed, the Buyer shall have unfettered right of access to the Subject Land and ingress and egress rights, without any hindrance of any kind from the Seller or any other person claiming under the Seller.
- 2.3. The Seller hereby confirms and declares that, as of the Execution Date, the Seller (or any person claiming through or under it has no residual rights in relation to the Subject Land and the entire right, title and interest (including development rights) of the Seller in the Subject Land, stands fully extinguished and transferred to the Buyer. Any rights, benefits or entitlements accruing to the Subject Land along with development rights and Total FSI and the NILP License and the In-Principle Approval after the Execution Date, shall be construed as the sole right and property of the Buyer to the complete exclusion of the Seller.
- 2.4. On and from the Execution Date hereof, it shall be lawful for the Buyer, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Subject Land and to derive economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, to and for its own use and benefit without any suit or lawful eviction, interruption, claim or demand whatsoever from or by the Seller or by any other person claiming under the Seller.

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3. SALE CONSIDERATION

3.1. The entire all inclusive, full and final sale consideration payable by the Buyer to the Seller, for the purchase of the Subject Land, along with the development rights including Project FSI and all easements, privileges, rights, entitlements and benefits attached thereto and for compliances by the Seller of all its commitments, obligations and covenants provided herein, is INR 1053,54,00,000/- (Rupees One Thousand Fifty Three Crores and Fifty Four Lakhs only) ("**Sale Consideration**"), subject to there being no Title Risk and the representations, warranties and covenants of the Seller as contained herein being true and correct.

3.1.1. The Seller agrees and acknowledges that the Sale Consideration is a valid and sufficient consideration for the sale of Subject Land along with development rights and Project FSI and for compliance of all terms and conditions as stated herein.

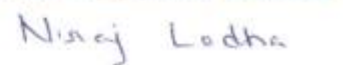
3.1.2. The Parties hereby agree that, amount of INR 32,00,00,000/- (Rupees Thirty Two Crores only), less 1% tax deduction at source amounting to INR 32,00,000/- (Rupees Thirty Two Lakh Only), amounting to INR 31,68,00,000/- (Rupees Thirty One Crore Sixty Eight Lakhs only) is paid, in the escrow account no. 5548927840, in the name and style of "**FORTUNEA INFRASTRUCTURE PVT LTD MASTER ESCROW ACCOUNT**", maintained with Kotak Mahindra Bank, as requested by the Seller ("**Tranche 1**"), *(the receipt whereof the Seller doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Buyer from payment of Tranche 1).* The details of which are captured herein below:

Account Details	Date	Amount	Details of the Cheque/ UTR No.
In escrow account no. 5548927840, in the name and style of " FORTUNEA INFRASTRUCTURE "	19 th January 2026	INR 31,68,00,000/- (Rupees Thirty One Crore Sixty Eight Lakhs only)	HDFCR52026011958896032

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PVT LTD MASTER ESCROW ACCOUNT			
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3.1.3. The Parties agree and acknowledge that, simultaneously with the execution and registration of this Sale Deed, an aggregate amount of INR 754,54,00,000/- (Rupees Seven Hundred Fifty Four Crores and Fifty Four Lakhs Only) ("Tranche 2"), has been paid by the Buyer to the Seller, as mentioned below:

- a) an aggregate amount of INR 296,22,00,000/- (Rupees Two Hundred Ninety Six Crores and Twenty Two Lakhs only), less 1% tax deduction at source on the entire balance Sale Consideration, forming part of Tranche 2 (the receipt whereof the Seller doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Buyer), details of which are captured herein below.

Name of the Seller	Amount (in INR)	TDS (in INR)	Net Amount (in INR)
Fortunea Infrastructure Private Limited	296,22,00,000	10,21,54,000	286,00,46,000

The Parties agree and acknowledge that the total consideration payable towards the procurement, acquisition and transfer of the TDR of 0.972 FAR in relation to the Subject Land is INR 30,00,00,000/- (Rupees Thirty Crores only), which is included in the Sale Consideration as defined hereinabove.

- b) an amount of INR 458,32,00,000/- (Rupees Four Hundred Fifty Eight Crores and Thirty Two Lakhs only) forming part of Tranche 2, has been simultaneously deposited in the designated escrow account no. 5548927840, in the name and style of "FORTUNEIA INFRASTRUCTURE

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PVT LTD MASTER ESCROW ACCOUNT" in terms of the NOC for sale of the Said Land issued by the Debenture Trustee.

3.1.4. Subject to clause 3.10, an aggregate amount of INR 117,00,00,000/- (Rupees One Hundred and Seventeen Crore only) ("**Tranche 3**") shall be paid by the Buyer to the Seller within 10 (ten) days from the date of receipt of (a) final transfer of license along with (b) utilization of Balance FSI on the Said Land (c) purchase of the PDR of 0.25 FAR from DTCP in name of the Buyer, free from any Encumbrances whatsoever, and (d) revised zoning with Total FSI on Subject Land from DTCP, also culvert being clearly identified and marked in the zoning, together with phasing and demarcation of the commercial area.

3.1.5. Subject to clause 3.10, the Parties hereby agree that, the balance Sale Consideration of INR 150,00,00,000/- (Rupees One Hundred and Fifty Crore only) ("**Tranche 4**") shall become payable by the Buyer to the Seller within 15 (fifteen) months from the date of execution and registration of Sale Deed, provided that Tranche 3 has become due in terms of this Sale Deed.

The Parties hereby agree that though PDCs for Tranche 4 shall be handed over simultaneously with the instructions to release Tranche 3, however payment of Tranche 4 will become due within expiry of 15(fifteen) months from the date of execution and registration of the Sale Deed, provided that Tranche 3 has become due in terms of this Sale Deed.

Tranche 3 and Tranche 4 shall hereinafter be collectively referred to as "**Balance Sale Consideration**".

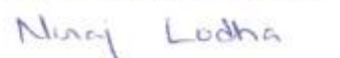
3.2. The Parties hereby agree that simultaneously with the payment of Tranche 2 in terms of Clause 3.1.3 above, the Buyer shall issue and handover post-dated cheques for an aggregate amount equivalent to Balance Sale Consideration to the Escrow Agent basis the terms and conditions agreed in Escrow Agreement.

3.3. The Parties hereby agree that, the Debenture Trustee is in receipt of a sum of INR 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only) ("**Debenture Trustee Amount**") in the designated account in terms of the NOC for sale of the Said Land, the

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Debenture Trustee, hereby (i) has handed over to the Buyer, the original of Title Deeds, and (ii) issued a letter of discharge to the Seller along with a copy to the Buyer, confirming complete release of charge on the Subject Land. For abundant caution it has been clarified that the payment of INR 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only) made by Buyer in terms of the NOC for sale of the Subject Land shall be deemed to be payments made by the Buyer to the Seller under the Sale Deed. Simultaneously to the execution hereof, the Seller has signed necessary applications / forms and filed necessary applications / forms with the jurisdictional Registrar of Companies, CERSAI platform and/or any other statutory filings to remove the charge created in favour of the Debenture Trustee in relation to the Said Land and to record the release of the charge over the Said Land. The Seller undertakes to ensure that the Debenture Trustee shall forthwith make requisite filings to record the release of its charge over the Said Land with the jurisdictional Registrar of Companies, CERSAI platform and/or any other statutory filings as may be necessitated for the complete release of the Mortgage.

- 3.4. The Seller has got done Paimaish of the Said Land reflecting absolute, peaceful, lawful, vacant, physical, unencumbered, unfettered and unhindered exclusive possession of the Seller on the Said Land and reflecting that the Said Land is free from encumbrances of whatsoever nature, prior to the Execution Date hereof. In case there is any reduction in Total FSI, for any reason whatsoever, then the Sale Consideration shall stand reduced proportionately.
- 3.5. It is hereby acknowledged that the payments to be paid under this Sale Deed would be made subject to the applicable Tax Deducted at Source ("TDS") and the Buyer shall deposit the TDS amounts with the competent authorities within the timelines stipulated under the Applicable Law and handover TDS certificates to the Seller, as required under Applicable Law.
- 3.6. It is further agreed that the Sale Consideration is inclusive of all direct & indirect taxes (if applicable) and the Sale Consideration is subject to deduction of taxes as per Applicable Laws. Any liability, obligation, demand, claim, and/or payment arising in respect of or in connection with such taxes, whether existing or arising in future

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(retrospectively), shall be borne solely and exclusively by the Seller, without any recourse to the Buyer.

- 3.7. It is further agreed that any liability, obligation, demand, claim, and/or payment arising in respect of or in connection with statutory dues, arising for the period prior to the date of execution and registration of the Sale Deed, shall be borne solely and exclusively by the Seller, without any recourse to the Buyer.
- 3.8. The Parties further agree that the conveyance of the Subject Land shall be absolute and the Buyer's liability towards payment of unpaid Sale Consideration shall not constitute a "Charge" and/or "Lien" over the Subject Land. The Seller may have recourse to other remedies available under the law to recover Balance Sale Consideration in terms of this Deed.
- 3.9. It is hereby agreed between the Parties that from the execution of this Sale Deed, the Subject Land will, unconditionally and irrevocably, stand transferred, vested and bestowed unto the Buyer without any Encumbrance and the Seller has handed over quiet, vacant and peaceful possession of the Subject Land to the Buyer.
- 3.10. The Parties agree that in case of occurrence of Title Risk and/ or Approval Risk prior to achievement of milestones for payment of the Tranche 3 and Tranche 4 under Clause 3.1.4 and 3.1.5, the Buyer shall issue a notice, in writing, to the Seller stating specific Title Risk and/or Approval Risk and seeking from the Seller the rectification thereof. Upon receipt of said notice, the Seller shall, at its own cost and expense, rectify such Title Risk and/or Approval Risk, as agreed in writing. It is clearly agreed that irrespective that the Balance Sale consideration is payable as per the timeline agreed herein, the Balance Sale Consideration shall only be paid by the Buyer to the Seller only after the said Title Risk and/ or Approval Risk is completely rectified / resolved by the Seller, to the satisfaction to the Buyer.

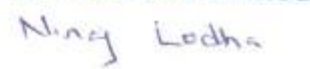
4. ABSOLUTE TRANSFER OF SUBJECT LAND

The Parties hereto clearly acknowledge, agree and understand that notwithstanding anything else stated herein or elsewhere, (a) the title/ ownership to the Subject Land

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along with all the rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Buyer absolutely, irrevocably and forever and free from any Encumbrance or lien, by and under this Sale Deed on the Execution Date; (b) the Seller has handed over actual, legal, physical unencumbered, unhindered, unfettered, undivided and vacant possession of the Subject Land along with development rights to the Buyer; (c) the Seller shall not have any Encumbrance/ charge/ debt/ lien on Subject Land along with development rights of any nature at any point of time; (d) the sale/ conveyance of the Subject Land along with development rights in favour of the Buyer has been concluded and effected by and under this Sale Deed on the Execution Date, and is not contingent upon action or occurrence of any future event whatsoever; and (e) this Sale Deed shall not be terminable in nature, as title stands vested in favour of Buyer on execution and registration of this Sale Deed.

5. COVENANTS

5.1. It is agreed between the Parties that the Seller shall, at its own cost and expense, be responsible to obtain within 75 (seventy five) days from the date of execution and registration of Sale Deed, (a) final Transfer Order (b) utilization of Balance FSI on the Said Land (c) purchase of the PDR of 0.25 FAR from DTCP in name of the Buyer, free from any Encumbrances whatsoever; and (d) revised zoning with Total FSI on Said Land from DTCP, also culvert being clearly identified and marked in the zoning, together with phasing and demarcation of the commercial area. The Buyer shall extend all co-operation and assistance to the Seller for achieving the above referred milestones. Statutory cost for obtaining the same will be paid by Seller directly to DTCP. The Parties hereby agree and undertake to promptly and in no case later than 30 (thirty) days from the date of receipt of In-Principle Approval from DTCP or such extended time as may be agreed upon comply, with all the conditions as mentioned in In-Principle Approval to be fulfilled by them respectively for obtaining the Transfer Order including for the Buyer to furnishing LC-I, undertakings, required revenue records with respect to Subject Land and execution of agreements with DTCP / Government of Haryana and the Seller shall submit the same with DTCP.

5.2. In the event, the Seller are unable to obtain the (a) final Transfer Order (b) utilise Balance FSI on the Said Land; (c) purchase of the PDR of 0.25 FAR from DTCP in

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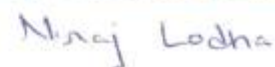
name of the Buyer free from any Encumbrances whatsoever; and (d) revised zoning with Total FSI on Said Land from DTCP, also culvert being clearly identified and marked in the zoning, together with phasing and demarcation of the commercial area, within the timelines stated in Clause 5.1 above, the Seller shall be liable to pay interest at the rate of 15% per annum, compounded annually, to the Buyer on the Tranche-1 and Tranche-2 amounts paid under the Sale Deed, from the date of expiry of timeline as mentioned in Clause 5.1 above, for the period of such delay. Further, the Seller hereby unequivocally and unconditionally agree that the Buyer shall be entitled to adjust the said interest from, the Balance Sale Consideration.

- 5.3. Simultaneous to the registration of this Sale Deed, the Seller have handed over all original of antecedent Title Deeds, as listed in Part A of **Schedule-III** hereto, pertaining to the Subject Land, to the Buyer and the Buyer acknowledges the receipt of the same. The Seller affirms that, other than the antecedent Title Deeds listed in Part A of **Schedule-III** hereto, there are no other original title documents in respect of the Subject Land. In the event, the Seller becomes aware of any other title document pertaining to the Subject Land which has not been handed over to the Buyer, the Seller shall immediately hand over the same to the Buyer. Further, the Seller has informed the Buyer that some of the originals of Title Deeds in respect of the said Subject Land as set out in Part B of Schedule III are not in its possession as the same has been lost and some others as set out in Part C of **Schedule III** were destroyed in a fire incident on May 06, 2021. The Seller hereby declares and confirms that neither the Seller nor the erstwhile owners have deposited the originals of the Title Deeds as set out in Part B and Part C of **Schedule III** as a security with any bank/financial institution/person for any reason whatsoever. The Seller has lodged the first information report bearing no. 028 with DLF, Sector 29, Police Station, Gurugram placing on record that the said originals have been lost/misplaced and has also caused publication of the same by way of a public notice in a newspaper dated April 30, 2024. Copy of the said first information report is annexed hereto as **Annexure F**. Copy of the Public notice is annexed hereto as **Annexure G**. In the event any of the original Title Deeds set out in Part B and Part C of **Schedule III** are located, found, appear to the Seller and/or it comes to the knowledge of the Seller that they are in the possession/custody of a certain person/entity, the Seller undertakes and covenants that it shall communicate in writing the same to the Buyer immediately and forthwith handover custody of such

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original Title Deeds to the Buyer. The Seller affirms that other than the documents set out in **Schedule III** there are no other title deeds/ documents in respect of the said Subject Land.

- 5.4. Parties agree and undertake to sign and execute all such documents and deeds as are required for obtaining the Transfer Order. The Parties shall also ensure presence of their authorized representative(s) at the office of DTCP or any governmental authority(ies) for obtaining the Transfer Order, PDR in the name of Buyer and revised zoning with Total FSI, as and when the presence of such authorized representative(s) is required by the Seller at the office of DTCP or any governmental authority(ies). Each Party will without further consideration, sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Sale Deed.
- 5.5. The Seller has paid of all charges, taxes, levies, premium, outgoings statutory dues, demands including without limitation urban land taxes, vacant land tax, property taxes, electricity charges, water taxes, sewerage, other municipal charges, rent, duties and all such dues and outgoings (collectively "**SL Outgoings**"), payable to any authority in relation to the Subject Land or any part thereof and/or any structure(s) thereon up to the date of execution and registration of this Sale Deed. Further, the Buyer shall pay the SL Outgoings in relation to the Subject Land for the period after the execution and registration of the Sale Deed to the government authority(ies).
- 5.6. The Parties shall ensure presence of their authorised representatives for all formalities and procedure before all or any of the authorities for the absolute conveyance of the Subject Land in favour of the Buyer and subsequent mutations/ change of ownership records etc. before the concerned authorities without any demur or protest.
- 5.7. The Seller shall, at their own cost and expense resolve all Title Risk and/or Approval Risk, to the satisfaction of the Buyer, as agreed by Parties in writing.
- 5.8. The Seller has represented that it has submitted bank guarantee towards IDW with DTCP, and the Buyer hereby agrees and undertakes to get the same replaced within 05 (five) business days from the date of execution and registration of this Sale Deed.

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- 5.9. The Buyer shall have all the rights and entitlements to have the Subject Land mutated in its name in the revenue records and all other records maintained by the government authorities to reflect the name of the Buyer as the owner of and in possession of the Subject Land. The Seller confirms that they shall, provide all assistance and execute all such documents that may be required by the Buyer *inter alia* for mutation of the Buyer's name in the government records and any other records as may be required by the Buyer.
- 5.10. The Seller hereby represents to the Buyer that as on the Execution Date, the Seller has already paid external development charges and infrastructure development charges which aggregates to total amount of INR 13,96,00,000/- (Rupees Thirteen Crores and Ninety Six Lakhs Only) as per the NILP License and external development charges aggregating to INR 25,90,00,000/- (Rupees Twenty Five Crores and Ninety Lakhs Only) towards utilisation of TDR FSI on the Subject Land, respectively, totalling to an aggregate amount of INR 39,86,00,000/- (Rupees Thirty Nine Crores and Eighty Six Lakhs Only) ("EDC/IDC") and all original receipts pertaining to EDC/IDC shall be handed over to the Buyer. The Seller hereby agrees and acknowledges that the Sale Consideration amount has been arrived at after considering the EDC/IDC amount and thus nothing is payable by Buyer to Seller towards EDC/IDC. The Parties hereby agree and acknowledge that cost of Subject Land along with development rights are included in the Sale Consideration. The Seller hereby agrees and undertakes that neither it nor any private person claiming under it shall raise any claim/ demand with respect to EDC/IDC or any part thereof either from Buyer or DTCP at any time after execution of this Sale Deed and the Seller shall keep the Buyer indemnified in this regard.
- 5.11. It is hereby agreed between the Parties that the costs, statutory levies, taxes, including without any limitation external development, charges, internal development charges, loading charges, etc or any other amounts payable in connection with such Balance FSI, and all compliances relating thereto, shall be solely borne and discharged by the Seller.

6. REPRESENTATIONS AND WARRANTIES OF THE SELLER

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6.1. The Seller hereby represent and warrant to the Buyer that each of the following representations and warranties ("**Representations and Warranties**") is true, accurate, complete, valid, subsisting and not misleading in any manner:

6.1.1. Seller is the absolute owner of the Subject Land along with development rights and no other person or entity has any right, title or interest in or in any part of the Subject Land, or is entitled to the possession, occupation (including any tenancy, *gair maurusi*, part interest or other interest), use or control of whole or any part of the Subject Land. The title and possession of the Seller to the Subject Land along with development rights are actual, unfettered, clear and marketable and free from all Encumbrance. Seller have neither done nor been party to any act whereby its rights (including development rights), title or interests or possession (each of whatever description) in or over or in relation to the Subject Land along with development rights is or may in any way be impaired or whereby they are or may be prevented from transferring absolutely the Subject Land along with development rights to the Buyer;

6.1.2. The Subject Land along with development rights and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever. There is no subsisting contract for sale or other disposition of any interest with respect to the Subject Land along with development rights or any part thereof. There are no arrangement(s) for sale or alienation of the Subject Land along with development rights or any part thereof in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Subject Land along with development rights in any manner whatsoever;

6.1.3. The Seller is in actual physical and unhindered exclusive possession, use, occupation and enjoyment of the Subject Land. No third party has any tenancy, *gair marusi*, part interest or any other types of rights/ interest in the Subject Land along with development rights or possession thereof. The Seller has not sold any portion of the Subject Land along with development rights or has not entered into any arrangement for sale of the Subject Land along with

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development rights and/or FSI pertaining to the Subject Land along with development rights. The Seller has not created any third party rights on the Subject Land and/or Project FSI, or any part thereof;

6.1.4. The Seller confirms that the Subject Land has neither been ancestral property nor a part of any Hindu joint family nor has it been purchased by any predecessor in title using joint family funds either in part or entirely nor are there any minor's claims in the Subject Land.

6.1.5. The Seller confirms that the sources of funds for acquisition of the Subject Land along with development rights were genuine and legitimate and such funds have been earned / arranged by through valid and legal means;

6.1.6. The Subject Land is duly bound and demarcated and there are no boundary disputes in respect of the Subject Land along with development rights with any adjoining landowners and there is no encroachment on the Subject Land along with development rights by any third party whatsoever;

6.1.7. No consent from any private third party is required for sale and transfer of Subject Land along with development rights to the Buyer;

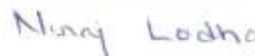
6.1.8. There are no pathways, canals, gas pipelines and/or high-tension electricity line (other than gas pipeline, nallah and revenue rasta as reflected in **Schedule V** hereto), passing through the Subject Land and no religious sites are present on the Subject Land. The Subject Land along with development rights or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities;

6.1.9. There are no disputes in respect of the Subject Land along with development rights and there are no pending Litigation or proceedings in any court of law or tribunal or arbitration or any *lis-pendens* nor there is any order of any court / governmental authority which affects the Subject Land along with development rights or any part thereof nor is there any attachment or injunction on the Subject Land along with development rights or any part thereof;

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6.1.10. There is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Subject Land, whereby the Seller is in any manner restrained, prohibited, prevented from in any manner (a) transferring the Subject Land along with development rights under the Sale Deed in favour of the Buyer; or (b) obtaining requisite LO Approvals and Approvals for development of the Project over the Subject Land along with development rights; or (c) which could affect the rights of the Buyer in respect of the Subject Land along with development rights and under this Sale Deed;

6.1.11. The Subject Land is accurately and properly mutated in the name of Seller in the relevant revenue records maintained with the governmental authority(ies) and there is no part of the Subject Land for which the partition and/or mutation in the name of Seller as absolute owners in possession, is pending or under objection;

6.1.12. The Seller has obtained certificate dated February 05, 2026 from its statutory auditor (copy of which is annexed herewith and marked as **Annexure H**) certifying that the Subject Land is held as inventory in the books of the Seller and there are no outstanding GST statutory dues or no outstanding demand which attracts provisions of Section 81 of the Central Goods and Services Tax Act, 2017 for sale and transfer of the Subject Land & TDR Certificates in favour of the Buyer.

6.1.13. There is no prohibitory order or order of attachment of any department of income tax or any department of goods and services tax for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of either of the Seller and/or the Subject Land along with development rights or any part thereof and/or preventing or restraining either of the Seller from entering into this Sale Deed or which could affect the rights of the Buyer under this Sale Deed. There is no proceeding pending, for which written demand/ notice has been received

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by either of the Seller under the Income Tax Act, 1961 in respect of the Subject Land along with development rights or which could affect the transaction hereunder or the rights, entitlements and interest of the Buyer under this Sale Deed.

6.1.14. There are no demands and/or proceeding due and/or pending on / against either of the Seller, for which written demand notice/ notice has been received by either of the Seller towards Goods and Service Tax ("GST") and/or Income Tax and/or other taxes, which may prejudicially affect the transaction contemplated herein and/or rights of the Buyer under this Sale Deed. However, in case of any demand towards liability/interest/penalty arises in future (pertaining to period upto the date of execution and registration of the Sale Deed) against either of the Seller and/or against the Subject Land and/or TDR FSI and/or PDR along with development rights under GST and/or Income Tax and/or and other tax law then the Seller shall, jointly and severally, be responsible to bear and pay the same to the concerned government authorities and furnish return with respect to the same within the prescribed timelines.

6.1.15. The Seller has paid up to date all taxes related to Subject Land, if any, stamp duties on title documents vesting the Subject Land in favour of Seller and all other amounts and outgoings payable to all authorities qua the Subject Land;

6.1.16. No person/s other than the Seller has any right, claims or demand in respect of the Subject Land. The Seller has not done and in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the transfer of Subject Land along with the development rights to the Buyer under this Sale Deed may be prejudicially affected;

6.1.17. No land forming part of the Subject Land along with development rights is required to be surrendered or handed over for road widening or any other reservations of any nature which affects the area of the Subject Land, to any person or government or semi-government or any other authority;

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6.1.18. There is no religious structure including but not limited to temple, mosque, mazar, church or any other place of worship or burial ground, on the Subject Land along with development rights or any portion thereof. No part of the Subject Land along with development rights is dedicated orally or in writing to religious or charitable uses or used as a place of worship;

6.1.19. There have been no proceedings initiated; no notices been served on and/or received by Seller or its predecessors-in-title; and no orders affecting or relating to the Subject Land along with development rights or any part thereof, nor have Seller been in breach or in violation of any land ceiling legislations under Applicable Law in relation to the Subject Land along with development rights;

6.1.20. The Subject Land is contiguous and there is no landlocked land owned by any third party within the Subject Land;

6.1.21. That no person other than the Seller have any sort of interest, right, title, lien or claim, whatsoever of any kind in the Subject Land along with development rights and things situated at or standing on or attached to the Subject Land along with development rights and the Subject Land along with development rights is not under any attachment, acquisition or requisition and is not the subject matter of any litigation of any sort or is not under mortgage, charges, gifts, etc. and the same has not been offered as a security for any existing or contingent liability and the same has not been declared surplus or is liable to be declared surplus as per provisions of agricultural Land Ceiling Act and/or rules applicable in the State of Haryana and if it is proved otherwise at any time.

6.1.22. The Subject Land along with development rights benefits from all permanent and legally enforceable easements and other contractual rights (if any);

6.1.23. There are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the 'Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority,

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preventing or restricting the undertaking of any development on the Subject Land along with development rights or any part thereof;

6.1.24. Neither the Subject Land along with development rights nor any part thereof is 'forest land' or any other category of restricted land (including defence / military land) or protected area or falls in any eco sensitive zones or any notified area/ zone (including but not limited to natural conservation zone) which prevents, prohibits or restricts the development/ construction on the Subject Land, in any manner and no notice has been received by Seller from any governmental authority in this regard;

6.1.25. Neither the Subject Land along with development rights nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any governmental authority or any other public body;

6.1.26. There are no restricting conditions applicable from Heritage Structure committee, Archaeological Survey of India, and any other government bodies which shall prevent full desired development on the Subject Land;

6.1.27. The Subject Land along with development rights has no impediment/ peculiarity of any nature because of which relevant authorities may impose any term/ condition in any of the approvals for the development of the Subject Land, which are not standard and customary conditions in such approvals;

6.1.28. The Seller is not suffering from any insolvency event, voluntary or involuntary and no petition has been presented by the Seller nor notice in writing of the same been received by the Seller. The accounts of Seller has never been declared non-performing asset in any of credit facilities availed from their creditors, including banks and/or financial institutions;

6.1.29. That all amounts to be deducted on account of tax deduction at source as per the provisions of the Income Tax Act, 1961 or rules framed thereunder while purchasing the Subject Land along with development rights by Seller has been duly deducted and duly deposited with the relevant governmental authorities.

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Seller shall be solely liable towards TDS (including interest and penalties) and/or any other taxes or charges (including sale consideration or any part thereof) payable with respect to the purchase of the Subject Land along with development rights or any part thereof by Seller;

6.1.30. The Seller has not offered for sale/allotment, nor taken any monies, or otherwise sold any units/plots in the Subject Land along with development rights or any part thereof to any third party / customer/ purchaser;

6.1.31. Neither the Subject Land along with development rights nor any part thereof fall under Natural Conservation Zone (NCZ) notified by the governmental authority(ies). No notification for reservations, acquisition etc. have been issued by the government or any other local authorities with respect to Subject Land along with development rights or any part thereof;

6.1.32. The NILP License (migrated from Erstwhile DDJAY License) and In-Principle Approval is valid and subsisting. The Seller have not defaulted on any of the terms and conditions of the NILP License (migrated from Erstwhile DDJAY License) and/or In-Principle Approval or the Act with respect to the Subject Land along with development rights and no events have occurred or to the knowledge of the Seller which may cause the NILP License (migrated from Erstwhile DDJAY License) and/or In-Principle Approval to become void or voidable or rescind at any time;

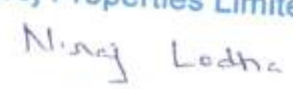
6.1.33. The Seller has been fully compliant with all the provisions and is not in contravention of Prevention of Money-Laundering Act, 2002 for all the periods upto the date of execution of this Sale Deed and that there are no ongoing, pending Litigations, scrutiny or investigations under the provisions and Applicable Laws of Prevention of Money-Laundering Act, 2002;

6.1.34. There are no ongoing, pending or threatened Litigations, scrutiny, or investigations under the Benami Transactions (Prohibition) Act, 1988 upon the Seller till the period as on date of this Sale Deed and the Seller represents that

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the Subject Land, or the Seller, is not in contravention of any of the provisions of the Benami Transactions (Prohibition) Act, 1988;

6.1.35. They have the power and authority to execute, deliver and perform this Sale Deed, and this Sale Deed shall constitute a legal and binding obligation on it, enforceable against it in accordance with its terms;

6.1.36. The TDR Certificates purchased by the Seller after following due process and in consonance with Applicable Laws, registration charges and all other statutory charges and there are no unperformed conditions in relation to the TDR Certificates;

6.1.37. The TDR Certificates and PDR are free from all kinds of registered or unregistered Encumbrance whatsoever. No part of the TDR Certificates is affected by a subsisting contract for sale or other disposition of any interest in it. There are no arrangement(s) for sale or alienation of the TDR Certificates and/or TDR FAR or any part thereof in any manner whatsoever with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the TDR Certificates, PDR and/or TDR FAR in any manner whatsoever;

6.1.38. There is no impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with respect to the TDR Certificates, TDR FAR and/or PDR FAR;

6.1.39. The title of the Seller to the TDR Certificates is actual, unfettered, clear, marketable and free from all Encumbrance;

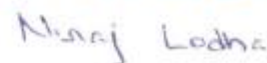
6.1.40. The Seller shall ensure that PDR FSI is purchased by them in the name of the Buyer and the Buyer has a clear and marketable title to the PDR FSI, free from any Encumbrance of whatsoever nature

6.1.41. The Seller hereby unequivocally and unconditionally agree, in case there is any reduction in in Total FSI, at the time of revision of zoning plan, for any reason

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whatsoever, that the Buyer shall be entitled to reduce the Balance Sale Consideration proportionately.

6.1.42. The Seller confirm that the sources of funds for acquisition of the TDR Certificates and PDR were genuine and legitimate and such funds have been earned / arranged through valid and legal means.

6.1.43. The Seller hereby represents, warrants, and covenants that the provision of access from the Access Road to the Subject Land is considered fundamental and essential to the transaction. The Seller shall, at its sole cost and expense, ensure that a perpetual and unrestricted easement right over the Access Road is duly granted for the benefit of the Subject Land and such right shall remain unhindered, uninterrupted, and irrevocable perpetually.

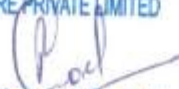
6.1.44. All actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Sale Deed, have been duly taken and obtained and the same are valid and in full force and effect; and

6.1.45. The execution, delivery and performance of this Sale Deed by them and the transactions contemplated hereby will not conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound.

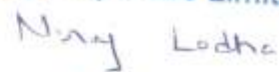
6.2. Notwithstanding anything contrary contained herein, no investigation by or on behalf of the Buyer or any of its agents, representatives, directors, officers, employees or advisers, as the case may be, and the facts came to the knowledge (actual or constructive) of the Buyer thereby, shall not (i) amount to dilution of any of the representations and warranties of Seller and/or (ii) prejudice any claim made by the Buyer, under this Sale Deed and/or any other provision of this Sale Deed or operate to reduce any amount recoverable there under.

6.3. The Buyer hereby represents and warrants to the Seller that each of the following representations and warranties (the "**Buyer Warranties**"), is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Sale Deed:

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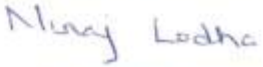

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- 6.3.1. It is duly incorporated/ organized and existing under Applicable Laws of the jurisdiction of its incorporation or organization;
- 6.3.2. The Buyer has been fully compliant with all the provisions and is not in contravention of Prevention of Money-Laundering Act, 2002 for all the periods upto the date of execution of this Sale Deed and that there are no ongoing or pending Litigations, scrutiny or investigations under the provisions and Applicable Laws of Prevention of Money-Laundering Act, 2002;
- 6.3.3. The Buyer confirms that the sources of funds for acquisition of the Subject Land along with development rights are genuine and legitimate and the above mentioned funds have been earned / arranged by through valid and legal means.
- 6.3.4. It has the power and authority to execute, deliver and perform this Sale Deed, and this Sale Deed shall constitute a legal and binding obligation on it, enforceable against it in accordance with its terms; and
- 6.3.5. The execution, delivery and performance of this Sale Deed by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; and/ or (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; and/or (iii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.
- 6.4. Each of the representations and warranties set forth in this Sale Deed shall be construed as a separate representation, warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

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7. INDEMNITY

7.1. The Seller shall, indemnify, defend and hold harmless the Buyer and all of its officers, representatives, agents, shareholders, directors and employees (each an "Indemnified Party" and collectively as "Indemnified Parties"), against any and all losses, liabilities, claims, charges, actions, demands, fees, damages, costs excluding indirect, special or consequential damages / losses) and expenses (including reasonable attorney fees), arising out of or in relation to (a) any inaccuracy, misrepresentation or breach of the representations made by the Seller; (b) any breach of the terms and conditions, covenants and obligations of the Seller as contained in this Sale Deed; (c) any breach and/or non-compliance of Applicable Law by the Seller in relation to the Project and/or Subject Land; (d) any Litigations on the Project which are on account of the acts or omissions of the Seller; (e) any impediments on the development rights vesting in favour of the Buyer; (f) any misrepresentation or breach or default being made by Seller while obtaining the Erstwhile DDJAY License, NILP License and/or In-Principle Approval and/or Transfer Order and/or (g) any Title Risk and/or Approval Risk emanating on the Project / Subject Land.

7.2. The indemnification rights of the Indemnified Party under this Sale Deed are independent of, and in addition to, such other rights and remedies as the Indemnified Parties, as the case may be, may have under Applicable Law or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

8. Notices

All notices under this Sale Deed shall be written in English and shall be deemed to be validly served: (a) in case of delivery by hand, when hand delivered to that Party; or (b) if sent by courier or registered mail (with acknowledgement due), then the date contained in the acknowledgement; or (c) if sent by email, at the time the confirmation of transmission is recorded on the sender's computer. All notices shall be marked to the attention of designated person at the contact details indicated below:

If to the Seller:

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Address: 16th Floor, DLF Phase II, DLF Square, Jacaranda Marg, DLF QE, Gurgaon,
Haryana-122002

Attention: Sandeep Shreeprakash Somani

Email: cs@tridentrealty.co.in

If to Buyer:

Address: 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram - 122002

Attention: Surabhi Kapur

Email: surabhi.kapur@godrejproperties.com

9. Supersede And Entire Understanding

- 9.1. This Sale Deed constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements. No change or modification of this Sale Deed shall be valid unless the same shall be in writing and signed by each of the Parties.
- 9.2. Each of the representations and warranties provided in this Sale Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Sale Deed limits the extent or application of another Clause or any part thereof;
- 9.3. All the recitals to this Sale Deed shall form an integral and operative part of this Sale Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly; and
- 9.4. No provision of this Sale Deed shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

10. Governing Law and Dispute Resolution

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10.1. This Sale Deed shall be governed by, and construed in accordance with, laws of India. Subject to arbitration, courts at Gurugram, Haryana shall have exclusive jurisdiction with the matters arising out of this Sale Deed.

10.2. Notwithstanding anything contained in Clause 10.1 above, in the case of any dispute, controversy or claim arising out of or in connection with this Sale Deed, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties. If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The seat and venue of arbitration shall be at Delhi and the language of the arbitration proceedings shall be English. The arbitral tribunal shall consist of sole arbitrator, which shall be mutually appointed by the Parties.

11. Further Assurances

The Seller shall, from time to time, and at all times hereinafter and at its own cost, do all such acts, deed and things as may be required by the Buyer in relation to the Subject Land along with development rights and Total FSI including but not limited to providing all necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Buyer as may be required.

12. Stamp Duty and Registration

Any stamp duty, registration charges and other related costs payable on this Sale Deed or for giving effect to any of the transactions contemplated under this Sale Deed shall be borne by the Buyer.

13. Assignment

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Authorised Signatory

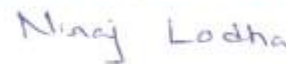
This Sale Deed shall be binding on the Parties and their respective successors. The Parties shall not be entitled to assign any of its rights or obligations under this Sale Deed without prior approval of the other Party. Notwithstanding anything to the contrary contained in this Sale Deed, the Buyer shall be entitled to assign any of its rights and obligations under this Sale Deed to any of its affiliate or group/ associates company.

[Signature page follows]

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED


Authorized Signatory

For Godrej Properties Limited


Authorized Signatory



IN WITNESS WHEREOF THE PARTIES, HAVE EXECUTED THIS SALE DEED ON THE
DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

For and on behalf of Seller

For and on behalf of the Buyer

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

Name: Mr. Rajiv Goel

Authorised Signatory

For and on behalf of Seller

Name: Mr. Niraj Lodha

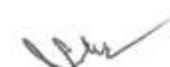
Authorised Signatory

WITNESSES:

1. 

Name: Pradip Tiwari

Address: 2/1 M. Tiwari
C-21, Mohan Nagar
New Delhi

2. 

Name: Raurav Sachdeva

Address: 2/1 SH R.K. Sachdeva
R/c 38 First Floor Navdharma
Vihar New Delhi

SCHEDULE-I

DETAILS OF SUBJECT LAND

All that piece and parcel of land admeasuring 90 Kanal 17 Marla (approximately 11.35 acres), situated in Village Ullawas, Tehsil Wazirabad, Sector 63A, District Gurugram, Haryana as detailed in the table below:

Village	Rectangle No.	Killa No.	Kanal	Marla
Ullawas	38	6/2/1	2	0
		6/2/2	3	2
		15	6	1
		16/1	6	16
		3/2	5	8
		7/1/1	3	19
		8/1	7	10
	39	9/1/1	0	6
		9/2/1	3	13
		10/1	2	0
		10/2	5	4
		11	8	0
		19/2	7	4
		20/1	4	0
		20/2	4	0
		21	8	0
		22/1	1	15
		1/2	4	12
		2/1	6	13
		9/1/2	0	14
		Total	90	17
			11.35625 Acres	

Boundaries of the Subject Land are as per the Plan annexed as Schedule-II hereto.

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

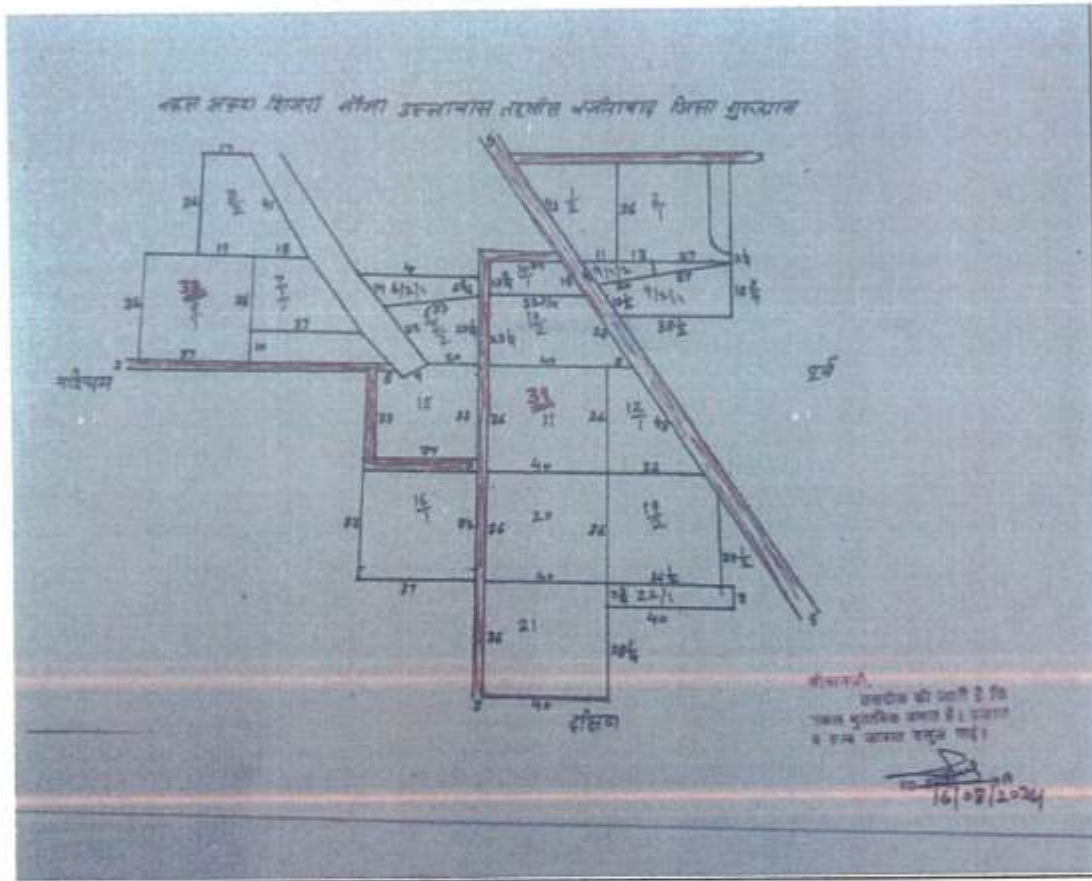
Authorised Signatory

For Godrej Properties Limited

Ning Lodha

Authorised Signatory

SCHEDULE-II
PLAN DEMARCATING THE SUBJECT LAND



For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory



Authorised Signatory

Niraj Lodha

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SCHEDULE-III

PART A

LIST OF ANTECEDENT TITLE DOCUMENTS

Sr.No.	Document
1.	Sale deed registered as Document No. 776 dated June 24, 1998 executed by Mr. Narayan Das Bhatia in favour of Mr. Avishesh Bhojani & Mrs. Poonam Bhojani.
2.	Sale deed registered as Document No. 2299 dated September 16, 2010 executed by Mamchand, Sawatri, Dayanande and others in favour of Yule Propbuild Private Limited.
3.	Attested copy of sale deed registered as Document No. 2679 dated August 06, 2014 executed by Mr. Avishesh Bhojani and Mrs. Poonam Bhojani in favour of Rangoli Infocom Private Limited.
4.	Sale deed registered as Document No. 1072 dated July 30, 1998 executed by Narayan Das in favour of Mr. Avishesh Mujani and others.
5.	Agreement of Sale dated September 29, 2020 between Commander Realtors Private Limited and Yule Propbuild Private Limited and Precious Buldcon Private Limited regarding sale of 11 Kanal & 19 Marla & 62 Kanal & 1 Marla land.
6.	Sale deed registered as Document No. 5882 dated December 21, 2020 executed by Rangoli Infocom Private Limited favouring Fortunea Infrastructure LLP for 16 Kanal 17 Marla.
7.	Rectification deed registered as Document No. 7882 dated February 02, 2021 in relation to Sale Deed vasika no. 2950 dated October 12, 2020 between Yule Propbuild Private Limited and Fortunea Infrastructure LLP for 62 Kanal 1 Marla
8.	Certified true copy of rectification deed registered as Document No. 7883 dated February 02, 2021 in relation to Sale Deed Vasika no. 2951 dated October 12, 2020 between Commander Realtors Private Limited and Fortunea Infrastructure LLP for 11 Kanal & 19 Marla.
9.	Certified copy of partition order bearing no. 100/TEH/FNG/(105/NT.Shona) dated November 11, 2013.
10.	Certified true copy of partition order bearing no. 30 dated July 27, 2011
11.	Letter from Precious Buldcon Private Limited dated May 15, 2024 confirming they have no right, interest, or claim in the land.

PART B

TITLE DOCUMENTS WHICH HAVE BEEN MISPLACED AND/OR LOST

Sr. No	Document
1.	Sale Deed registered as Document no. 4011 dated November 8, 1995 executed by Kalu in favour of Chunni Lal and others.
2.	Sale Deed registered as Document no. 3856 dated October 31, 1995 executed by Fula in favour of Chunni Lal and others.
3.	Sale Deed registered as Document no. 4777 dated January 3, 1996 executed by Jaggu in favour of Chunni Lal and others.
4.	Sale Deed registered as Document no. 5139 dated January 25, 1996 executed by Kartar and others in favour of Deepak Narula and others.

For FORTUNEa INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

5.	Sale Deed registered as Document No. 5346 dated February 16, 1996 executed by Kamal Singh, Chunni Lal in favour of Mr. Deepak Narula and Mrs. Anju Narula
6.	Exchange Deed registered as Document no. 2352 dated January 02, 1998 executed by Deepak Narula and others with Narayan Das son Heeranand.
7.	Sale Deed registered as Document no. 666 dated May 08, 2006 executed by Chandar in favour of Satish Nagar.
8.	Sale Deed registered as Document no. 4773 dated November 18, 2005 executed by Rajwati and others in favour of Satish Nagar.
9.	Sale Deed registered as Document no. 4827 dated February 14, 2005 executed by Kartar and others in favour of Deepak Narula and others.
10.	Sale Deed registered as Document no. 4371 dated January 12, 2005 executed by Barkat and others in favour of Satish Nagar and others.
11.	Sale Deed registered as Document no. 2498 dated September 28, 2010 executed by Satish Nagar in favour of Hamara Realty Private Limited.
12.	Sale Deed registered as Document no. 2110 dated September 06, 2010 executed by Lal Chand @ Laluram in favour of Sovereign Buildwell Private Limited.
13.	Release deed registered as Document no. 5332 dated February 28, 2011 executed by Vikram, Sawant and others in favour of Pahladi.
14.	Sale Deed registered as Document no. 81 dated April 06, 2011 executed by Pahladi Nagar in favour of Hamara Realty Private Limited.
15.	Sale Deed registered as Document no. 3816 dated August 24, 2011 executed by Jeet Singh in favour of Four Construction Private Limited.
16.	Sale Deed registered as Document no. 753 dated June 27, 1988 executed by Ratiram and others in favour of Mamchand, Badli and others
17.	Sale Deed registered as Document no. 1580 dated July 28, 2004 executed by Harchandi in favour of Sanjeev Jain and others.
18.	Sale Deed registered as Document no. 3720 dated August 19, 2011 executed by Resham Nagar in favour of Savita Tayal.
19.	Sale Deed registered as Document no. 4357 dated September 24, 2012 executed by Man Chand and others in favour of Commander Realtors Private Limited.
20.	Sale Deed registered as Document no. 2599 dated October 07, 2010 executed by Dayaram in favour of Seema.
21.	Sale Deed registered as Document no. 2683 dated October 13, 2010 executed by Mahendra Singh and others in favour of Hamara Realty Private Limited.

PART C

TITLE DOCUMENTS WHICH HAVE BEEN DESTROYED BY FIRE

Sr. No	Document
1.	Sale Deed registered as Document no. 2950 dated October 12, 2020 executed by Yule Propbuild Private Limited in favour of Aastha Ventures LLP.
2.	Sale Deed registered as Document no. 2951 dated October 12, 2020 executed by Yule Propbuild Private Limited in favour of Aastha Ventures LLP.
3.	First page of rectification deed registered as Document no. 7883 dated February 02, 2021 executed by Commander Realtors Private Limited in favour of entity.

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED


Authorised Signatory

For Godrej Properties Limited


Authorised Signatory

SCHEDULE-IV
LO APPROVALS

<u>Sr. No.</u>	<u>Description of Document</u>
1.	LC-III, Letter of Intent for change in shareholding pattern w.r.t License No. 116 of 2021 and grant of license for setting up of residential colony under NILP Policy-2022 over an area measuring 11.35625 acres (migration of 11.35625 acres from License No. 116 of 2021 dated 24.12.2021) in the revenue estate of village Ullawas, Sector 63A, Gurugram vide DTCP Memo. No. LC-5487 / JE (RK) / 2025 / 3417 dated 27.01.2025
2.	LC-V, License No. 129 of 2025 dated 23.07.2025, License has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & Rules 1976 made thereunder to Fortunea Infrastructure Pvt. Ltd. for setting up of residential colony under NILP Policy-2022 on the area measuring 11.35625 acres (migration of 11.35625 acres from License No. 116 of 2021 dated 24.12.2021) in the revenue estate of village Ullawas, Sector 63A, Gurugram.
3.	Approval of demarcation-cum-zoning plan of residential housing colony (under NILP Policy 2022) over an area measuring 11.35625 acres in revenue estate of village Ullawas, Sector 60 and 63A, Gurugram being developed by Fortunea Infrastructure Pvt. Ltd. vide DTCP DRG No. 11284 dated 24.07.2025
4.	No-Objection Certificate ("NOC") issued to Fortunea Infrastructure Pvt Ltd by the Airports Authority of India ("AAI") regarding height clearance of the proposed structure, vide NOC ID PALM/NORTH/B/122624/1441914 dated 22.01.2025
5.	LC-IV, Agreement dated 23.07.2025, between Fortunea Infrastructure Pvt Ltd ("Owner") and Governor of Haryana ("Director") intending to set up a residential colony under the NILP Policy 2022 over an area measuring 11.35625 acres (migration of 11.35625 acres from License No. 116 of 2021) in the revenue estate of village Ullawas, Sector 63A, Tehsil Wazirabad District Gurugram LC-IV B, Bilateral Agreement dated 23.07.2025, between Fortunea Infrastructure Pvt Ltd ("Owner") and Governor of Haryana ("Director") intending to set up a residential colony under the NILP Policy 2022 over an area measuring 11.35625 acres (migration of 11.35625 acres from License No. 116 of 2021) in the revenue estate of village Ullawas, Sector 63A, Tehsil Wazirabad District Gurugram
6.	Approval of Land Acquisition Officer Report ("LOA Report") vide DTCP List No. BHU(G)-2024/6953 dated 29.10.2024 for grant of license for setting up group housing colony under NILP Policy 2022 over an area of 11.35625 acres (migration of 11.35625 acres from License No. 116 of 2021 dated 24.12.2021) in village Ullawas, sector 63A, Gurugram being developed by Fortunea Infrastructure LLP.
7.	DC Land Owning Certificate No. 5147/S.K.2 dated 24.03.2025 for issuance of verification certificate confirming the land measuring 11.35625 acres in village Ullawas, Gurugram remains under ownership of Fortunea Infrastructure Pvt Ltd
8.	Approval of Service Plan/Estimate of affordable residential plotted colony under License No. 116 of 2021 dated 24.12.2021 granted for 11.35625 acres falling in Sector 60 & 63A, District Gurugram being developed by M/s Fortunea Infrastructure LLP vide Memo No. LC-4528/JE (DS)/2023/3368 dated 03.02.2023
9.	In principle Approval for grant of permission to construct a culvert on the nallah passing through the licensed affordable plotted colony under DDJAY in Sector 60 & 63A Gurugram – License No. 116 of 2021 dated 24.12.2021 for crossover road

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

	and services connectivity vide MCC Memo No. MCG/TP/2023/4919 dated 17.02.2023
10.	Final Approval for grant of permission to construct a 9 m wide culvert on the nallah passing through the licensed colony in Sector 60 & 63A Gurugram – License No. 129 of 2025 dated 23.07.2025 for crossover road and services connectivity vide MCC Memo No. MCG/EE-RoW/2025/2730 dated 28.01.2026
11.	Approval for verification regarding applicability of Aravali Notification 1992 on land 11.35625 acres at village Ullawas, Sector 60 & 63A, Gurugram for which License for setting up an affordable plotted colony under DDJAY scheme has been granted by DTCP, Haryana vide license No. 116 of 2021 to Fortunea Infrastructure LLP, vide 20/MB dated 20.02.2023
12.	Approval of single line diagram for Fortunea Infrastructure LLP Project at Sector 60 & 63A, Gurugram vide Memo No. D-177 dated 11.04.2023
13.	Approval for electrification plan along with the ultimate load of 1155 KW/1283 KVA under HT/BDS category for Multi Point connection made in the name of Fortunea Infrastructure LLP for the premises at Sector 60 & Sector 63A under DDJAY, Gurugram under operation sub-division Badshanpur vide Memo No. Ch-5 / SE / OP-II/Sohna/CCF-39 dated 17.03.2023
14.	Grant of consent to establish Fortunea Infrastructure LLP vide HSPCB/Consent/320219023GUNOCTE34275567 dated 31.03.2023
15.	Forest NOC dated 17.01.2023 granted in respect of Haryana Land and Preservation Act, 1900 (Punjab Act, II of 1900) or Forest or Restricted lands to Fortunea Infrastructure LLP for setting up township
16.	Non-Encumbrance Certificate ("NEC") dated 20.08.2024 granted to Fortunea Infrastructure LLP.
17.	Approval obtained for utilisation of TDR.

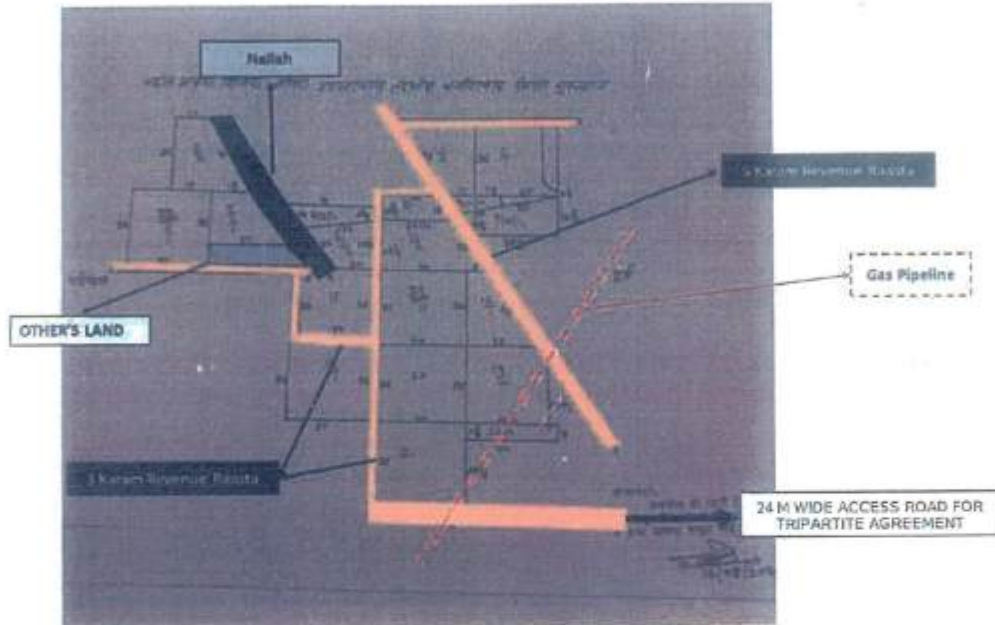
For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED


Authorised Signatory

For Godrej Properties Limited


Nincy Lodha
Authorised Signatory

SCHEDULE-V
PLAN DEMARCATING GAS PIPELINE, NALLAH AND REVENUE RASTA



For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Ning Lodha

Authorised Signatory

ANNEXURE A
COPY OF DDJAY LICENSE

LC-V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 116 of 2021

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act 1975 & the Rules 1976 made there under to Fortunea Infrastructure LLP #1601, Block-7, 15th Floor, Harmony, Sector-50, Gurugram-122001 for setting up of an Affordable Plotted Colony under DDJAY over an area measuring 11.35625 acres in the revenue estate of village Ullawas, Sector-60 & 63-A, District Gurugram. The licence is granted subject to the final outcome of CA No. 8977 of 2014 titled as Jai Narsayan @ Jai Bhagwan & others V/s State of Haryana, pending adjudication before Hon'ble Supreme Court of India and CBI investigation under process.

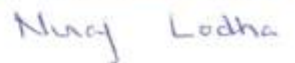
1. The particulars of the land, wherein the aforesaid Affordable Plotted Colony is to be set up, are given in the schedule of land annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:-
 - i. That the Affordable Residential Plotted Colony will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
 - ii. That you shall abide by the Deen Dayal Jan Awas Yojna policy dated 08.02.2016, subsequent amendments from time to time and other direction given by the Director from time to time to execute the project.
 - iii. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
 - iv. That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - v. That you shall construct 18/24/30 m wide internal circulation road forming part of licenced area at your own costs and transfer the same free of cost to the Government.
 - vi. That area under the sector roads and restricted belt/green belt, if any, which forms part of licenced area in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.


Director
Town & Country Planning
Haryana, Chandigarh

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED


Authorised Signatory

For Godrej Properties Limited


Mary Lodha
Authorised Signatory

- vii. That you shall integrate the services with Haryana Shehri Vikas Pradhikaran services as and when made available.
- viii. That you shall transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. The said area has been earmarked on the enclosed layout plan.
- ix. That you understand that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- x. That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
- xi. That you shall make arrangements for water supply, sewerage, drainage etc to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by Haryana Shahari Vikas Pradhikaran.
- xii. That you shall obtain clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law.
- xiii. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- xiv. That you shall use only LED fitting for internal lighting as well as campus lighting.
- xv. That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- xvi. That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per Sqm/per Sft to the allottees while raising such demand from the plot owners.
- xvii. That you shall keep pace of development at-least in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- xviii. That you shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licensee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.

- xix. That you shall complete the project within seven years (5+2 years) from date of grant of license as per clause 1(ii) of the policy notified on 01.04.2016.
- xx. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
- xxi. That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- xxii. That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein licensee have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.
- xxiii. That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.
- xxiv. That you shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed there under shall be followed by the applicant in letter and spirit.
- xxv. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(i)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury, if applicable.
- xxvi. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues, if applicable.
- xxvii. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer, if applicable.
- xxviii. The implementation of such mechanism shall, however, have no bearing on EDC installments schedule conveyed in the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule, if applicable.
- xxix. That you shall take prior permission from the Divisional Forest Officer, Gurugram regarding cutting of any tree on the licenced land.

3. The licence is valid up to 23/12/2026.

(K. Malraand Pandurang, IAS)
Director,
Town & Country Planning
Haryana, Chandigarh

Place: Chandigarh

Dated: 24/12/2021.

Endst. No. LC-4528/JE(VA)/2021/32777-791 Dated: 24-12-2021

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:-

1. Fortuna Infrastructure LLP #1601, Block-7, 15th Floor, Harmony, Sector-50, Gurugram-122001 along with a copy of agreement, LC-IV B & Bilateral Agreement and approved layout plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Chief Administrator, Housing Board, Panchkula along with copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector-2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HSVP, Gurugram.
9. Chief Engineer, HSVP, Gurugram.
10. Superintending Engineer, HSVP, Gurugram along with a copy of agreement.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurugram along with a copy of agreement & Layout Plan.
15. Chief Accounts Officer (Monitoring) O/o DTCP, Haryana.

16 PM 27

(Amit Madholia)
District Town Planner (HQ)
For: Director, Town & Country Planning,
Haryana, Chandigarh

To be read with License No. 116 Dated 24/12/2021

Detail of land owned by Fortune Infrastructure LLP:-

Village	Rect. No.	Killa No.	(K-M)
Ullawas	38	6/2/1	2-0
		6/2/2	3-2
		15	6-1
		16/1	6-16
		3/2	5-8
		7/1/1	3-19
		8/1	7-10
	39	9/1/1	0-6
		9/2/1	3-13
		10/1	2-0
		10/2	5-4
		11	8-0
		19/2	7-4
		20/1	4-0
		20/2	4-0
		21	8-0
		22/1	1-15
		1/2	4-12
		2/1	6-13
		9/1/2	0-14
		Total	= 90K-17M

Or = 11.35625 acres


Director,
Town & Country Planning
Maryana
Gurgaon (Haryana)

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Mug Lodha

Authorised Signatory

ANNEXURE B
COPY OF NILP LICENSE

FORM LC -V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 129 of 2025

This licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Fortunea Infrastructure Pvt. Ltd., 16th Floor, DLF Square, DLF Phase-II, Jacaranda Marg, Gurugram-122002 for setting up of Residential Colony under NILP Policy-2022 on the area measuring 11.35625 acres (migration of 11.35625 acres from license no. 116 of 2021 dated 24.12.2021) in the revenue estate of village Ullawas, Sector 63A, Gurugram.

1. The particulars of the land, wherein the aforesaid Residential Colony under NILP Policy-2022 is to be set up, are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The licence is granted subject to the following conditions:
 - a. That the licensee shall pay the Infrastructure Development Charges amounting to Rs. 1,03,31,170/- in two equal installments. First installment will be due within 60 days of grant of license and second installment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.
 - b. That the Residential Colony under New Integrated Licensing Policy (NILP) will be laid out in confirmation to the approved building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
 - c. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
 - d. That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred to the Govt. within a period of 30 days from grant of license/approval of zoning plan.
 - e. That the licensee shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

For
Town & Country Planning
Haryana, Chandigarh

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited
Ning Lodha
Authorised Signatory

- f. That the licensee shall construct portion of internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same in the favour of the Government.
- g. That the licensee shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DTCP Haryana.
- h. That the licensee shall integrate the services with Haryana Shehri Vikas Pradhikaran services/competent authority as and when made available.
- i. That the licensee have understood that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and you shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- j. That the licensee shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India before execution of development works at site.
- k. That the licensee shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of Director, Town & Country Planning, Haryana till these services are made available from External Infrastructure to be laid by Haryana Shehri Vikas Pradhikaran/competent authority.
- l. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- m. That the licensee shall make provision of solar photovoltaic power plant as per guidelines of Haryana Renewable Energy Development Agency and shall make operational where applicable before applying for an Occupation Certificate.
- n. That the licensee shall use only LED fitting for internal lighting as well as campus lighting.
- o. That the licensee shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub-stations as per the norms prescribed by the power utility in the zoning plan of the project.
- p. That the licensee shall submit compliance of Rule 24, 26 (2), 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank where licensee have to deposit the amount received from the flat holders for meeting the cost of Internal Development Works in the colony.
- q. That the licensee shall permit the Director or any other office authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Nancy Lodha

Authorised Signatory

compliance of the execution of the layout and development works in accordance with the license granted.

- f. That the licensee shall deposit seventy per centum of the amount release, from time to time, by you, from the flat owner within a period of ten days of its realization in a separate account to be maintained in a scheduled bank. This amount shall only be utilized by you towards meeting the cost of internal development works in the colony.
- g. That the licensee shall not give any advertisement for sale of commercial area and flat in New Integrated Licensing Policy (NILP) before the approval of building plans of the same.
- h. That the licensee shall pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010 and its further amendments from time to time.
- u. That you shall keep pace of construction atleast in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched.
- v. That the licensee shall obey all the directions/instruction given by this department time to time in public interest.
- w. That the licensee shall strictly comply with the directions issued vide notification No. 19/6/2016-5P dated 31.03.2016 issued by Haryana Government Renewable Energy Department for enforcement of the Energy/ Conservation building codes.
- x. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.
- y. That the licensee shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.
- z. That the licensee shall abide by the terms and conditions of the policy dated 11.05.2022 and its amendments issued time to time.
- aa. That the licensee shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(i)(D) of the Real Estate Regulation and Development Act, 2016 within the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

- bb. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- cc. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- dd. The implementation of such mechanism shall, however, have no bearing on EDC Installment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its owner funds to ensure that by the EDC installments that are due for payment get paid as per the prescribed schedule.
- ee. That the licensee shall maintain the ROW of BPCL gas pipeline passing underground of the applied site and not raise any construction in form of building, well or tubewell over the same.
- 4. That you shall get the electrification plan approved from the competent authority of DISCOM and submit the same before approval of building plans.
- 5. The licence is valid up to 22-07-2030.

(Amit Khatri, IAS)
Director, Town & Country Planning
Haryana, Chandigarh

Dated: 23-07-2025.
Place:

Endst. No. LC-5487/JE(RK)/2025/28528-541

Dated: 24-07-2025

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:-

1. Fortunea Infrastructure Pvt. Ltd., 16th Floor, DLF Square, DLF Phase-II, Jacaranda Marg, Gurugram-122002 alongwith a copy of agreement, LC-IV B, Bilateral agreement and copy of demarcation-cum-zoning plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana-Cum-Secretary, SEAC, Paryavaran Bhawan, Sector-2, Panchkula.
7. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HSVP, Panchkula.
9. Chief Engineer, HSVP, Panchkula.
10. Superintending Engineer, HSVP, Gurugram along with a copy of agreement.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. District Town Planner, Gurugram along with a copy of agreement and copy of demarcation-cum-zoning plan.
14. Chief-Accounts Officer O/o DTCP, Haryana, Chandigarh.
15. PM (IT) to update the status on the website.

(Narender Kumar)
District Town Planner (HQ)
For: Director, Town & Country Planning
Haryana Chandigarh

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited
Munay Lodha
Authorised Signatory

Licence.
To be read with ~~LOI Memo~~ No. 129 Dated 23/07 of 2025.

Village	Name of owner	Rect. No.	Killa No.	Area (K-M)
Ullawas	Fortunea Infrastructure Pvt. Ltd.	38	6/2/1	2-0
			6/2/2	3-2
			15	6-1
			16/1	6-16
			3/2	5-8
			7/1/1	3-19
			8/1	7-10
		39	9/1/1	0-6
			9/2/1	3-13
			10/1	2-0
			10/2	5-4
			11	8-0
			19/2	7-4
			20/1	4-0
			20/2	4-0
			21	8-0
			22/1	1-15
			1/2	4-12
			2/1	6-13
			9/1/2	0-14
			Total	90-17
				Or
				11.35625 Acres

Director
Town & Country Planning
Haryana, Chandigarh

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

[Signature]
Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

ANNEXURE C
COPY OF IN-PRINCIPLE APPROVAL

Directorate of Town & Country Planning, Haryana
Aaydya Bhawan, Plot No. 3, Block-A, Madhya Marg, Sector 16A, Chandigarh.
Phone : 0172-2549349 Email: tcohc@tcohp.haryana.gov.in
Website: http://tcohp.haryana.gov.in

To:

1. Fortunes Infrastructure Pvt. Ltd.
16th Floor, DLF Square,
DLF Phase-II, Jaccaranda Marg,
Gurgaon-122002.
2. Godrej Properties Ltd.
3rd Floor, Lila House, Tower A,
Plot No. 35-P, Gate No. 1, Sector 44,
Gurgaon-122002.

Memo No. LC-5487/JC (RK)/2025/ 4587-82 Date: 06.02.26

Subject: In-principle approval for change of developer from Fortunes Infrastructure Pvt. Ltd. to Godrej Properties Ltd. w.r.t. licence no. 119 of 2015 dated 11.07.2015 granted for setting up of Residential Colony under HLP Policy-2013 over an area measuring 11.35625 acres in the revenue estate of village Ullawas, Sector 63A, Gurugram-Manesar Urban Complex.

Please refer to your application dated 07.02.2024 on the subject cited above.

Your application under reference for grant of permission for change of developer from Fortunes Infrastructure Pvt. Ltd. to Godrej Properties Ltd. w.r.t. licence no. 129 of 2015 dated 21.07.2015 issued for setting up of Residential Colony under HLP Policy 2013 over an area measuring 11.35625 acres in the revenue estate of village Ullawas, Sector 63A, Gurugram-Manesar Urban Complex has been considered and in-principle approval is hereby granted as per policy dated 18.02.2015 subject to the fulfilment of following conditions within a period of 90 days from issuance of this letter:-

1. That you shall submit the revised LC-IV and Bilateral agreement on behalf of the new entity i.e. Godrej Properties Ltd.
2. That you shall submit an amount of Rs. 69,88,246/- in account of balance administrative charges be deposited online at the website i.e. www.tcohp.haryana.gov.in.
3. That you shall submit the fresh bank guarantee against EDC & IDW on behalf of the new entity.
4. That you shall submit an undertaking to abide by the provisions of Act/ Rules and all the directions that may be given by the Director, Town and Country Planning, Haryana in connection with the above said licence.
5. That you shall submit an undertaking to settle all the pending/outstanding dues, if any, in respect of all the existing as well as prospective allottees.
6. That you shall submit an undertaking to be liable to pay all outstanding dues on account of EDC and interest thereon, if any, in future, as directed by the DTCP.
7. That you shall pay the differential amount of charges applicable in this case, as the same are under revision.

In case, you fail to fulfill the above said conditions within prescribed time limit of 90 days, then same will construed to be lapsed and the administrative charges deposited by you shall be forfeited.

(Sd/-)
District Town Planner (DTCP)
For Director, Town & Country Planning,
Haryana, Chandigarh

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Miraj Lodha

Authorised Signatory

Directorate of Town & Country Planning, Haryana

Aryojna Bhawan, Plot No. 1, Block-A, Madhya Marg, Sector 18A, Chandigarh.
Email: tcp_haryana7@gmail.com, Website: http://tcp_haryana.gov.in

To

- ✓ 1. Fortunes Infrastructure Pvt. Ltd.
16th Floor, DLF Square,
DLF Phase-II, Jaccaranda Marg,
Gurugram-122002.
2. Godrej Properties Ltd.
3rd Floor, UM House, Tower A,
Plot No. 35-P, Gate No. 1, Sector 44,
Gurugram-122002.

Memo No. LC-3487/JE (RH)/2026/

4585

Dated: 06-02-26

Subject: In-principle approval for transfer of licence from Fortunes Infrastructure Pvt. Ltd. to Godrej Properties Ltd. w.r.t. licence no. 129 of 2025 dated 23.07.2025 granted for setting up of Residential Colony under NILP Policy-2022 over an area measuring 11.35625 acres in the revenue estate of village Ullawas, Sector 63A, Gurugram-Manesar Urban Complex.

Please refer to your application dated 02.02.2026 on the subject cited above.

2. Your application under reference for transfer of entire licensed land from Fortunes Infrastructure Pvt. Ltd. to Godrej Properties Ltd. w.r.t. licence no. 129 of 2025 dated 23.07.2025 issued for setting up of Residential Colony under NILP Policy-2022 over an area measuring 11.35625 acres in the revenue estate of village Ullawas, Sector 63A, Gurugram Manesar Urban Complex has been considered and in-principle approval is hereby granted in accordance with the provisions of Rule 17 of Rules, 1976 & policy dated 03.01.2017 subject to the fulfilment of following conditions within a period of 90 days from issuance of this letter:-

1. That you shall submit the latest revenue documents of the licensed land in favour of new entity i.e. Godrej Properties Ltd.
2. That you shall submit original license and schedule of land (to be submitted by the licensee).
3. That you shall submit an undertaking to the following effect:-
 - a. You shall settle all the pending/ outstanding issues, if any, in respect of all the existing as well as prospective allottees
 - b. You shall liable to pay all outstanding dues on account of EDC and interest thereon, if any, in future, as directed by the DTCP.
 - c. You shall pay the differential amount charges applicable in this case as the same are under revision.
4. That you shall submit the indemnity bond indemnifying DTCP/State Govt. from the loss offered or legal complication, if any arises from transfer of license and creation of third party rights on the proposed land.

In case, you fail to fulfill the above said conditions within prescribed time limit of 90 days, then same will construed to be lapsed and the administrative charges deposited by you shall be forfeited.


(Sanjay Saini)
District Town Planner (HQ)
For: Director, Town & Country Planning,
Haryana, Chandigarh

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

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For Godrej Properties Limited

Ninaj Lodha

Authorised Signatory

ANNEXURE D
DESCRIPTION OF ACCESS LAND

A. For NORTH SOUTH PROPERTIES LIMITED

VILLAGE	RECTANGLE NO.	KILLA NO.	AREA	
			KANAL	MARLA
ULLAWAS	42	1	8	0
		2	8	0
		3	8	0
		4/1	1	9
			25	9
			3.18125 (Acres Approx)	

B. For SOVERIGN BUILDWELL PRIVATE LIMITED

VILLAGE	RECTANGLE NO.	KILLA NO.	AREA	
			KANAL	MARLA
ULLAWAS	42	4/3/2	2	5
		4/4	1	9
		5	5	12 ACRES APPROX)
			9	6
			1.1625 (Acres Approx)	

C. For SARTAJ DEVELOPERS AND PROMOTERS PRIVATE LIMITED

VILLAGE	RECTANGLE NO.	KILLA NO.	AREA	
			KANAL	MARLA
ULLAWAS	42	4/3/1	0	18
			0.1125 (Acres Approx)	

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED

(Signature)
Authorised Signatory

For Godrej Properties Limited

(Signature)
Authorised Signatory

ANNEXURE E
COPY OF THE NOC FOR SALE OF THE SAID LAND

IDBI Trusteeship Services Ltd.

CIN : U69991MH2001GO1131154



ITS/IOPR/2025-26

Date: 31.12.2025

To,
Fortunea Infrastructure Private Limited ("Company")
16th floor, DLF Phase II,
DLF Square, Jaccaranda Marg,
Gurgaon, Haryana 122002

No Objection Letter for sale of the land admeasuring area of 11.35625 acres situated at Village Ullawas, Sector 63A, Gurugram, Haryana and release of the charge of equitable mortgage created vide the Amended and Restated Debenture Trust Deed dated August 2, 2024 along with all supplemental agreements thereto and Memorandum of Entry Recording Mortgage by Deposit of Title Deeds REF/ITS/IOPR/2024-25/6291 dated 2nd August 2024.

We refer to your letter dated 28.11.2025 requesting for no objection letter for the sale of the Company's land at Village Ullawas, Sector 63A, Gurugram, Haryana, bearing Khasra numbers as provided in Annexure -1 (hereinafter referred to as the "Subject Land") with a condition to deposit an amount of INR 490 crores (Rupees Four hundred ninety crore only) from the first tranche in the designated escrow account no. 5548927840 maintained with Kotak Mahindra Bank Ltd, having branch located at Unit No 8 & 9, Sewa Corporate Park, M.G. Road, Revenue Estate of Gurugram, Haryana 122002 from and out of the sale consideration payable by the prospective buyer.

We hereby accord our permission for the sale of the Subject Land to prospective buyer subject to following conditions:

- a. Godrej Properties Ltd or its subsidiaries/associates/joint ventures ("Prospective buyer"), from and out of the total sale consideration payable to the company, shall deposit an amount of INR 490 crore (Rupees Four hundred ninety crore only) in to the Kotak Mahindra bank in a designated account bearing No. 5548927840
- b. The prospective buyer shall out and from the total sale consideration payable to the company, first and in priority deposit an amount of INR 490 crore (Rupees Four hundred and ninety crore) into Kotak Mahindra Bank designated account bearing No. 5548927840.

We confirm that simultaneously on compliance of the above conditions, IDBI Trusteeship Services Limited has been authorized to undertake the following:



- c. issue a letter confirming release of all charges created on the said Subject Land and release and handover the original title documents related to the abovementioned Subject Land (currently held by trustee on behalf of us), to the prospective buyer on instructions of the Company, immediately after INR 490 crore (Rupees Four hundred ninety crore only) out of the "Total sales consideration" is credited in the Kotak Mahindra Bank designated account bearing No. 5548927840.

Regd. Office : Universal Insurance Building, Ground Floor, Sir P. M. Road, Fort, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : its@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

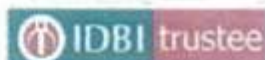
For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

IDBI Trusteeship Services Ltd.

CIN : U65991MH2001GO1131154



- d. Thereafter, simultaneously with the credit of the aforesaid amount forming part of the total sales consideration, IDBI Trusteeship Services Limited shall issue a discharge letter for release of charge on the abovementioned Subject Land and shall (i) execute necessary documents to record the release of the charge as per applicable laws (ii) update the records and record the release of charge on CERSAI platform and (iii) forthwith update the records of Ministry of Corporate Affairs to reflect release of charge on the Subject Land.

Notwithstanding anything contained herein, we confirm that the charge of equitable mortgage created on the Subject Land vide Memorandum of Entry Recording Mortgage By Deposit of Title Deeds dated 2nd August 2024, shall stand unconditionally discharged qua the Subject Land immediately after credit of an amount of INR 490 crore (Rupees Four hundred ninety crore only) in the Company's designated account bearing No. 5548927840.

For IDBI Trusteeship Services Limited



Authorised Signatory

Name: Renu Kamra

Village	Name of owner	Rect. No.	Killa No.	Area (K-M)
Ullawas	Fortunea Infrastructure Pvt. Ltd.	38	6/2/1	2-0
			6/2/2	3-2
			15	6-1
			16/1	6-16
			3/2	5-8
			7/1/1	3-19
			8/1	7-10
		39	9/1/1	0-6
			9/2/1	3-13
			10/1	2-0
			10/2	5-4
			11	8-0
			19/2	7-4
			20/1	4-0
			20/2	4-0
			21	8-0
			22/1	1-15
			1/2	4-12
			2/1	6-13
			9/1/2	0-14
			Total	90-17 Or 11.35625 Acres



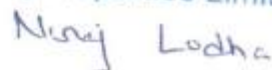
Regd. Office : Universal Insurance Building, Ground Floor, Sir P. M. Road, Fort, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

For FORTUNE INFRASTRUCTURE PRIVATE LIMITED


Authorised Signatory

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For Godrej Properties Limited



Authorised Signatory

ANNEXURE F COPY OF FIR

Add General Diary Details (दस्तावेज का विवरण जोड़ें)	
Date (दिनांक): 07/05/2021	GD Request No. (दस्तावेज संख्या): 028
P.S. (पोस्ट): DLF	GD Time & Date (दस्तावेज समय और दिनांक): 07/05/2021 19:40 hrs
a. G.D. Entry Type (दस्तावेज प्रविष्टि प्रकार): Others	
b. G.D. Subject (विषय): गुप्तता का उल्लंघन	
c. G.D. Brief (दस्तावेज संक्षेप): समय 7.00 PM पर हमें ई.पी.एस. से गुप्तता का उल्लंघन करने के बारे में सूचना मिली। हमें बताया गया कि गुप्तता का उल्लंघन करने वाले व्यक्ति का नाम गुप्तता का उल्लंघन करने वाले व्यक्ति का नाम है। 1. Date: 07/05/2021 To SHO Sector 29, Gurugram Haryana Dear Sir/Madam, Chintan Kharbada S/o Parvesh Kumar Kharbada residing at Flat No. 1601, Tower 7, Unitech Harmony, Sector 50, Gurugram, working as Director in M/s Avec Realty Private Limited and M/s Avec Property Management Private Limited, Avec Realty Private Limited and Avec Property Management Private Limited is operating from C-618, 6th Floor, Supermart-1, DLF Phase 4, Gurugram, Haryana. We have been working from this office for more than 10 Years. Due to Covid-19 Pandemic, we have not been operating from our Office for the last 10 days. We received a call on 6th May 2021 from Supermart-1 Maintenance office at around 4 pm to access to our office as there was some fire been reported in our Office. When we reached our office, we got to know that it has got fire and both maintenance staff and fire brigade have been working to resolve and douse the fire. As informed to us this fire might have been due to short circuit in the electrical Panel. Due to this incident we have lost everything, which was kept in our office. The list of items which have been burnt, to the best of my knowledge, have been mentioned in the below attached annexure list. ANNEXURE LIST FURNITURE 1) Sofa (1+2) : 2) Centre Table : 1(3) A.C. : 10(4) Meeting Room table (25) LED TV : 2(6) Chairs : 35(7) Work Stations : 208) Printer And Scanner : 2(9) Desktop Computer : 10 10) Fridge : 1(11) Microwave : 1(12) R.O. / Water Filter : 1(13) Geyser : 1(14) Electrical Burner Stove : 1 DOCUMENTS : COMPANY DOCUMENTS RERA Registration Certificate 2. Bank statement files since incorporation. File of deposit slip and Cheque books of Axis and HDFC Bank in the name of Avec Realty Pvt. Ltd since incorporation 3. Company Seal 4. Rubber Stamps of Company 5. Audited balance sheet of Company since incorporation 6. Original Sale Invoice since incorporation till date 7. Expense Voucher File 8. GST Audit File Documents of Fixed Asset, Company ROC Documents, Minutes, Board Resolution, Statutory Registers since incorporation till date, Income Tax Return files, GST Return Files, ROC Return Files since incorporation till date, Employee Records file, Employee Reimbursement & expense file, Fixed Asset Register & list of assets, Original Rent Agreement and other contracts. DOCUMENTS: ORIGINAL PROPERTY DOCUMENTS. 1. Mr. Amitabh Sharma: Conveyance Deed of Punj Diplomatic Green, Sector 110A, Gurgaon, Unit No. C3-2001. 2. Mr. Rohit Kapoor: Allotment Letter, Receipts, Builder Buyer Agreement, Possession Letter, Original Conveyance Deed of Marbella, Sector 66, Gurgaon, Unit No. MAR-BL-31. 3. Mr. Komal Kumar Jain: Registered Sale Deed of Office Space bearing No. 1106, Global Business Park, Sector-26, Gurgaon. 4. Mr. Komal Kumar Jain: Allotment Letter, Receipts, Builder Buyer Agreement, Possession Letter of Beshch Ananda, Sector-81, Gurgaon, Unit No. E-1401. 5. Mr. Harjeet Bhatia: Original Conveyance Deed of Unit No. EVP-A-T-25 in the Emerald Hills Plot, Sector-65, Gurgaon. 7. Mr. Sanjiv Sachar: Original Allotment Letter, Receipts, Builder Buyer Agreement, Possession Letter of APL Peaceful Homes, Sector 70A, Gurgaon Unit No. A212. 8. Mr. Komal Kumar Jain: Two numbers of registered Power of Attorney. 9. Mr. Rajeev Vasudeva: Original Allotment Letter, Receipts, Builder Buyer Agreement, Possession Letter of Marbella, Sector 66, Gurgaon, Unit No. MAR-BL-051. 10. Mr. Joslin: Allotment Letter, Receipts, Builder Buyer Agreement, Possession Letter of IREO Victory Valley, Sector 67, Gurgaon, Unit No. VV-D19-02-01. 11. Mr. Gautam Saxena: Original Documents of Vatika Plot No. 26/IRIS Avenue/63K400/ Sec-83, Gurugram. 12. Mr. Vahid Chhibber: Conveyance Deed of Emerald Plaza, Sector 65, Gurgaon, Unit Number EPO-07-029 and EPO-07-030. 13. Ms. Upasana Puri: Builder Buyer Agreement of Taha Primanti, Sector 72, Gurgaon, Unit No. 07-1102. Mr. Rahul Bhatnagar: Registered Lease - Belaire, Sector 54, Gurgaon. 14. Mr. Chintan Kharbada: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector-34, Sohna, Gurgaon Unit No. CRT-T03-03/07, Policies of LIC and Max Life Insurance. 15. Mr. Chirag Kharbada: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T03-05/02. 16. Ms. Rishi Chawla: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T03-05/09. 17. Mr. Gagan Gupta: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T03-05/04. Mr. Gagan Gupta: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T03-07/09. 18. Mr. Gagan Gupta: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T08-05/06. 19. Mrs. Shalu Gupta: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T08-09/07. Mr. Gaurav Gupta: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Resortico, Sector 34, Sohna, Gurgaon, Unit No. CRT-T02-05/07. 20. Mr. Vaibhav Dhir: Allotment Letter, Receipts, Builder Buyer Agreement of CHD Vann, Sector 71, Gurgaon.	



For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Nancy Lodha
Authorised Signatory

Gurgaon Unit No.CVN-T05-07/02-21.Mr. Rajeev Sethi: Allotment Letter, Receipts, Builder Buyer Agreement of CHO Vann, Sector 71, Gurgaon, Unit No.CVN-T10-09/01.Mr. Gagan Gupta: Allotment Letter, Receipts, Builder Buyer Agreement of CHO Vann, Sector 71, Gurgaon, Unit No.CVN-T05-07/03-22.M/s Ipsaa Childcare Private Limited: Allotment Letter, Receipts, Builder Buyer Agreement, Possession Letter of Unit No.CO-A7-07-704, IREO Corridor, Sector 87A, Gurgaon.23.Mr. Rahul Bhatnagar: Noida Sigma-1-A102 Original Documents.Mr. ParminderSohn: World Spa, Sector 30, Gurgaon, Mutation Certificate + Other Documents.Mr. PrakashKanth: Original Documents (Allotment Letter, Flat Buyer Agreement, Payment Receipts) of Antriksh Heights, Sector 84, Gurgaon, Unit No. AB-1901.Mr. PrakashKanth: Original Documents (Allotment Letter, Flat Buyer Agreement, Payment Receipts) of Antriksh Heights Sector 84, Gurgaon, Unit Number AK-503.Mr. PrakashKanth: Original Possession Letter of Apex Our Homes, Sector 37C, Gurgaon, Unit Number 1189.Mr. Sachit Kumar: Original Documents (Allotment Letter, Flat Buyer Agreement, Payment Receipts, Possession Letter, DLF Transfer Letter) of Park Place, Sector 54, Gurgaon, Unit No. B242.Mr. Sachit Kumar: Original Documents (Allotment Letter, Possession Letter) of Crest, Sector 54, Gurgaon, Unit Number C234.Mr. Prabhakar Jain: Original Lease Agreement Belairs, Sector 54, Gurgaon, Unit Number E234.Mr. RajdeepDatta Gupta: Original Documents (Allotment Letter, Offer of Possession Letter, Payment Receipts, Agreement) of Emaar Imperial Garden, Sector 102, Gurgaon, Unit Number T-6/1602.Mr. Gagan Malik: Original Conveyance Deed of Crest, Sector 54, Gurgaon, Unit Number A342.Mr. VaibhavDhingra: Allotment Letter, Sale Deed of E-6/18, Basement, ArijunMarg, DLF Phase 1, Gurgaon.Fortunea Infrastructure LLP: Partnership Deed, Registered Sale Deed and other property documents Commander Realtors Pvt Ltd: Registered Sale Deed.Yule PropbuildPvt Ltd: Registered Sale Deed.Mr. Keer Singh: Conveyance Deed and Deed of Apartment of Palm Spring apartment, Sector 54, Gurgaon, Unit No.F-901.Ms. GunjanDiwan: Conveyance Deed and Deed of Apartment of Palm Spring apartment, Sector 54, Gurgaon, Unit No.F-1001.Mr. Gagan Gupta: Allotment Letter, Receipts and Builder Buyer Agreement of Bestach Park View Sanskruti, Sector 92, Gurgaon, Unit No.G1603.CASH IN HAND IN OFFICEApprox. Amount: INR 31,00,000POST DATED RENT CHEQUES IN FAVOUR OF Mr. Ajay Sharma.Ms. Kamna Sharma.Mr. PrakashKanth.Ms. Sarita Mehta.Mr. Rahul Bhatnagar.Mr. Ajay Dhankar.Mr. SudhirMullick.Mr. JagjeetDhanjal.Ms. VandanaGarg Sharma.Mr. VikramRamannaprabhakar.Mr. Komal Kumar Jain.Mr. PrateekSabarwal.Mr. Rajiv Dhar.Ms. KirtiGoysl.Ms. AnshuKak.Mr. Komal Kumar Jain.Ms. Archana Jain.Mr. InderjitKochhar.Mr. GauravThwari.Mr. SuvirKaul कार्यवाही पुलिस दिनांक 6/5/2021 को मूल ASI इतिहास बना के कंट्रोल कम मुख्यालय में भुगतान मिले की तुरन्त मार्ट 1 DLF PH 4 मुख्यालय में एक ऑफिस में पूजा मिलान रहा है जो सूचना पावर में ASI सचिवी मुख्यालय के साथ मौला पर पट्टा जमा पर सुपर मार्ट-1 के ऑफिस Block में C-81 B 6th floor में आग लगी हुई थी जिससे फायर ब्रिगेड वा इररलफायर टीम की मदद से बुझाया गया वा फोक करने पर ऑफिस का सारा सामान जला हुआ जिसकी मूल ASI द्वारा बाद में फोटो खींची गई जो आज MR CHINTAN KHARBANDA DIRECTOR M/S AVEC REALTY PVT.LTD and M/S AVEC PROPERTY MANAGEMENT PVT LTD AT C-81B 6th FLOOR SUPAR MART-1 DLF PH GURUGRAM में उपरोक्त दरवास्त इतिहास बना आकर पैरा की जो दरवास्त के सार वा मौला का निरीक्षण से आमतवा शार्ट सर्विंट से आग लगने से उपरोक्त सामान जलने के कारण मुख्यालय होना पाया गया है किसी संशेय अपराध का घटित होना नहीं पाया गया मजबूत शार्ट सर्विंट के कारण आग लगने से मुख्यालय रसायनी का वा गया सूचना को SHO सचिवी को अलगत बताया गया जो निवारकत कर्तों को बाद देकर मुख्यालय रसायनी कारिंग किया गया जिसकी रपट रोजमरफा दर्जी है। SD RAJKUMAR ASI PS DLF SEC 29 DT 7/05/2021

d. Entry for (Officer) (अधिकारी के लिए): RAJ KUMAR/Asst. SI (Assistant Sub-Inspector)

[Signature]

Report Printed on (निर्देशी मुद्रण की दिनांक): 07/05/2021 19:43 hrs

Report Printed by (निर्देश के द्वारा निर्देशी मुद्रित): Aman Singh

Signature (हस्ताक्षर):

Name (नाम): Aman Singh

Rank (रैंक): I (Inspector)

No. (नं.): PSI



For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

For Godrej Properties Limited

Niraj Lodha

Authorised Signatory

[illegible]

Authorised Signatory

For Godrej Properties Limited
Nunaj Lodha
Authorised Signatory

ANNEXURE H
COPY OF STATUTORY AUDITOR CERTIFICATE



AVK & Associates
CHARTERED ACCOUNTANTS

CERTIFICATE

This is to confirm that we are the Statutory Auditor of Fortunea Infrastructure Private Limited (CIN: U68200HR2024PTC125502) (PAN: AAQCF1023M), as per the provisions under the Companies Act, 2013.

A) We certify that we have examined books of accounts and other relevant records of Fortunea Infrastructure Private Limited having its registered office at 18th Floor, DLF Phase II, DLF Square, Jacaranda Marg, DLF QE, Gurgaon, Haryana, India, 122002 and on basis of our examination of records as produced before us, we certify that the land admeasuring total 11.35825 acres ("Subject Plot") situated at Sector 63A, Village: Ullawas, Tehsil: Wazirabad, District: Gurugram, Haryana and the following TDR Certificates reported by the company under the head "Inventories" in the books of accounts till 03/02/2025.

- Sale Deed No. 5882 dated 21.12.2020 for area admeasuring 15 Kanal 17 Marla falling in Rectangle No.38 Killa No. 3/2 (5-8), 7/1/1 (3-19), 8/1 (7-10).
- Sale Deed No. 2950 dated 12.10.2020 for area admeasuring 62 Kanal 1 Marla falling in Rectangle No.38 Killa Nos. 8/2/1 (2-0), 8/2/2 (3-2), 15 (6-1), 10/1 (6-16), Rectangle No. 39 Killa Nos. 9/1/1 (0-6), 9/2/1 (3-13), 10/1 (2-0), 10/2 (5-4), 11 (8-0), 19/2 (7-4), 20/1 (4-0), 20/2 (4-0), 21 (8-0), 22/1 (1-15) and a Rectification Deed No. 7882 dated 02.02.2021
- Sale Deed No. 2951 dated 12.10.2020 for area admeasuring 11 Kanal 18.667 Marla falling in Rectangle No. 39 Killa Nos. 1/2 (4-12), 2 (0-12 Marla 5 Sarsai), 9/1/2 (0-14) and a Rectification Deed No. 7883 dated 02.02.2021.
- TDR Certificate no. 1-804 of 46/2025 dated 24.09.2025 shall carry a face value of 50 sqm. each with an FAR of 2.0 and TDR certificate no. 805 of 46/2025 dated 24.09.2025 shall carry a face value of 64.9824 sqm with an FAR of 2.0.
- TDR Certificate no. 1-435 of 68/2025 dated 14.11.2025 (out of 1-755 of 68/2025 dated 14.11.2025) shall carry a face value of 50 sqm. each with an FAR of 2.0.
- TDR Certificate no. 1-745 of 55/2025 dated 23.10.2025 shall carry a face value of 50 sqm. each with an FAR of 2.0 and TDR certificate no. 746 of 55/2025 dated 23.10.2025 shall carry a face value of 82.2820 sqm with an FAR of 2.0.



Office : KD-112, Pampura, (Near Kohat Enclave Metro Station) Delhi-110048, Phone : 011-47032101, 41092766

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED

Paul
Authorised Signatory

For Godrej Properties Limited

Ning Lodha
Authorised Signatory

B) We also certify that we have obtained and verified the Books of Accounts and all the relevant information, explanations and records of the Company and basis our examination there is 'No outstanding GST statutory dues or No outstanding demand' which attracts provisions of section 81 of CGST Act, 2017. Further, there is no creation of any charge on the above-mentioned property belonging to the Company on account of any outstanding GST statutory dues or on account of any demand u/s 81 of CGST Act, 2017.

Restriction as to use: The certificate is issued on the request of management of Company for submission to Godrej Properties Limited (and/or its nominee entities) for sale of Subject Plot (on which the TDR would be loaded).

For AVK & Associates
Chartered Accountants
FRN: 002638N



CA Ashwani Kumar Relan
Partner
M No. 088309
Place: Delhi
Dated: 05-Feb-2026
UDIN: 26088309CTFBJZ7832

For FORTUNEA INFRASTRUCTURE PRIVATE LIMITED



Authorized Signatory

For Godrej Properties Limited

Munaj Lodha
Authorized Signatory