Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 01/07/2024

Certificate No. G0A2024G1041

GRN No. 118348403

Stamp Duty Paid : ₹ 249380000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Next generation projects Pvt ltd

H.No/Floor : Rec1/d4 Sector/Ward : Na LandMark : District centre saket new delhi

City/Village : New delhi District : New delhi State : Delhi

Phone: 93******93 Others : Na buildwell pvt ltd and priya ahluwalia and anjan sachdev

Buyer / Second Party Detail

Name : Experion Developers Pvt ltd

H.No/Floor : F9/1f Sector/Ward : 10 LandMark : Manish plaza 1 plot no 7 mlu

City/Village: Dwarka District : New delhi State : Delhi

Phone : 93******93

Purpose : Sale Deed

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Signatory

For Next Generation Projects Pvt Ltd

Director/Auth. Signatory

Experion Developers Pvt. Ltd.

Director/Authorised Signatory

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

प्रलेख क्र.:4895 मुद्रण दिनांक 02/07/2024 06:08 PM पंजीकरण दिनांक:02-07-2024

वसीका संबंधी विवरण

वसीका का नाम SALE URBAN AREA WITHIN MC

तहसील/सब-तहसील- हरसरू गांव/शहर- हरसरू स्थित- Harsaru

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर अन्य क्षेत्र

पता : Village Harsaru, Hadbast no. 107, Harsaru, 122505, ,Unapproved Area SEZ

धन संबंधी विवरण

राशि- 3562556416 रुपये कुल स्टाम्प शुल्क- 249378960 रुपये

स्टाम्प नं- G0A2024G1041 स्टाम्प का मूल्य- 249380000 रुपये

रजिस्ट्रेशन फीस- 50000 रुपये EChallan:118348447 पेस्टिंग शुल्क- 3 रुपये

द्वारा तैयार किया गया- C P BHATEJA ADV सेवा शुल्क- 200

भूमि का विवरण

कृषि चाही 37802 Sq. Yards

स्थानीय शहरी निकाय संबंधी विवरण

प्रॉपर्टी आईडी- ILKP65A2 प्रॉपर्टी नं- Village Harsaru मालिक- NAINA SACHDEVA, NEXT GENERATION PR

पता- Village Harsaru, Hadbast no. 107, Harsaru, 122505, ,Unapproved Area SEZ

यह प्रलेख आज दिनांक 02-07-2024 दिन मंगलवार समय 6:06:00 PM बजे श्री/श्रीमती/कुमारी मै. ऐन.ऐ. बिल्डवैल प्रा.लि. श्रीमती प्रिया मेहताthru AJAY MEHTASPA पुत्री प्राणनाथ मेहता नेक्सट जनरेशन प्रोजेक्ट प्रा.लि. W4D, 204\5 केशव कुंज करिअप्पा मार्ग वेस्टन एवन्यू सैनिक फार्मस नई दिल्ली साउथ दिल्ली 110062 श्रीमती नैना मेहताthru AJAY MEHTASPA पुत्री प्राणनाथ मेहत निवास NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी NT Harsaru

मै. ऐन.ऐ. बिल्डवैल प्रा.लि. श्रीमती प्रिया मेहता नेक्सट जनरेशन प्रोजेक्ट प्रा.लि. W4D, 204\5 केशव कुंज करिअप्पा मार्ग वेस्टन एवन्यू सैनिक फार्मस नई दिल्ली साउथ दिल्ली 110062 श्रीमती नैना मेहता

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

या

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

दिनांक 02-07-2024 संयुक्त उप पंजीयन अधिकारी NT Harsaru

मै. ऐन.ऐ. बिल्डवैल प्रा.लि. श्रीमती प्रिया मेहता नेक्सट जनरेशन प्रोजेक्ट प्रा.लि. W4D, 204\5 केशव कुंज करिअप्पा मार्ग वेस्टन एवन्यू सैनिक फार्मस नई दिल्ली साउथ दिल्ली 110062 श्रीमती नैना मेहता

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी एक्सपेरिऑन डेवलपर्स प्रा० लि० thru बी. के. मलनीOTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी YOGESH MORWAL पिता . निवासी अधिवक्ता गुरुग्राम व श्री/श्रीमती/कुमारी C P BATHEJA पिता निवासी अधिवक्ता गुरुग्राम ने की।

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

दिनांक 02-07-2024 संयुक्त उप पंजीयन अधिकारी NT Harsaru

SALE DEED

1.	Type of Deed	Sale Deed
2.	Name of Village	Freehold agricultural land admeasuring 62 Kanal 9 Marla 6 Sarsai i.e. 7.8101 Acres (approx.) in Village Harsaru (Hadbast No. 107), Tehsil Harsaru, District Gurugram, Haryana
3.	Details of the Said Lands	62 Kanal 9 Marla 6 Sarsai i.e. 7.8101 Acres (approx.) in Village Harsaru (Hadbast No. 107), Tehsil Harsaru, District Gurugram, Haryana
4.	Type of Said Lands	Agricultural
5.	Area	7.8101 Acres situated at Village Harsaru
6.	Consideration	Rs. 356,25,56,540/-
7.	Stamp Duty	Rs. 24,93,80,000/-
8.	Stamp No./Date	GOA2024G1041 1/7/24

This Sale Deed ("**Sale Deed**") is made and executed on this 1st day of July, 2024 at Gurugram, Haryana ("**Execution Date**"):

BY

NEXT GENERATION PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (CIN: U45201DL2004PTC125229) (PAN: AADCR1302G), having its registered office at C/o- Regus Centre Saket Private Limited, Saket Private Limited, Rectangle-1, D-4, District Centre Saket, Commercial Complex, New Delhi-110017, Saket, South Delhi, New Delhi, 110017, acting through its duly authorized representative, Mr. Nayan Raheja, authorized *vide* a board resolution dated 28th June 2024 (hereinafter referred to as the "**Seller-1**", 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);

AND

N.A. BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (CIN: U45201DL2005PTC143269) (PAN: AACCN3846Q), having its registered office at W-22-A/2-A, Khasra NO. 581 & 583 Western Avenue, Sainik Farm, South Delhi, Delhi, Delhi, India, 110062, acting through its duly authorized representative; Mr. Navin M. Raheja, authorized vide a board resolution dated 28th June 2024 (hereinafter referred to as the "**Seller-2**", 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);

AND

MRS. PRIYA AHLUWALIA, w/o Meharjit Singh Ahluwalia, resident of House No. 10, Gurudwara Rakabganj Road, New Delhi-110001 (PAN AHFPA0719C and AADHAR No. 865460829393) (hereinafter

For Next Generation Projects Pvt. Ltd.
Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.
Director/Auth. Sign.

Experion Developers Pvt. Ltd.
Director/Authorised Signatory

Reg. No.	Reg. Year	Book No.
4895	2024-2025	1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- मैं. ईन.ऐ. बिल्डवैल प्रा.लि. thru AJAY MEHTASPA श्रीमती प्रिया मेहता नेक्सट जनरेशन प्रोजेक्ट प्रा.लि. W4D, 204\5 केशव कुंज करिअपा मार्ग वेस्टन एवन्यू सैनिक फार्मस नई दिल्ली साउथ दिल्ली 110062 thru AJAY MEHTASPA श्रीमती नैना मेहता_____

क्रेता :- thru बी. के. मलगीOTHERएक्सपेरिऑन डेवलपर्स प्रा० लि०_____

गवाह 1 :- YOGESH MORWAL _____

गवाह 2 :- C P BATHEJA _____

THE SEAL OF TEHSIL SUB REGISTRAR NARELA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4895 आज दिनांक 02-07-2024 को बही नं 1 जिल्द नं 82 के पृष्ठ नं 153.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1838 के पृष्ठ संख्या 50 से 54 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 02-07-2024

उप/सयुंक्त पंजीयन अधिकारी हरसरू

referred to as the "**Seller-3**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs, executors, administrators, successors and assigns) represented herein by her duly constituted attorney Mr. Ajay Mehta (S/o Mr. Pran Nath Mehta) (PAN AIAPM1185G and AADHAR No. 548549852505) appointed by virtue of Special Power of Attorney dated April 18, 2023, duly registered with the Sub Registrar Harsaru, as document no. 7 dated April 18,2023;

AND

MRS. NAINA SACHDEV, w/o Paulastya Sachdev, resident of 33 Sri Ram Road, Civil Lines, North Delhi, Delhi-110054 (PAN AQYPM5446Q and AADHAR No. 723527123753) (hereinafter referred to as the "**Seller-4",** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs, executors, administrators, successors and assigns) represented herein by her duly constituted attorney Mr. Ajay Mehta S/o Mr. Pran Nath Mehta, (PAN AIAPM1185G and AADHAR No. 548549852505) appointed by virtue of Special Power of Attorney, duly registered with the Sub-Registrar Harsaru, as Document no. 10 dated April 20, 2023;

("Seller-1", "Seller-2", "Seller-3" and **"Seller-4"** are hereinafter collectively referred to as the **"Seller" / "Sellers" of the First Part)**

IN FAVOUR OF

EXPERION DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, (CIN: U70109DL2006FTC151343) (PAN: AACCG8138L) having its registered office at F-9, First Floor, Manish Plaza 1, Plot No 7, MLU Sector 10, Dwarka, New Delhi -110075 acting through its authorized representative, Mr. B.K. Malagi, duly authorized vide a board resolution dated 27th June 2024 (hereinafter referred to as the "**Purchaser**", 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 **SECOND PART**.

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

WHEREAS SELLERS HAVE JOINTLY AND SEVERALLY REPRESENTED TO THE PURCHASER THAT:

A. The Seller are the owners of a contiguous and free hold agricultural land parcel admeasuring measuring 62 Kanal 9 Marla 6 Sarsai i.e. approx. 7.8101 Acres situated at Village Harsaru (Hadbast No. 107), Tehsil Harsaru, Sector 88A, District Gurugram, Haryana in the following manner:

1. Seller-1 is the absolute owner of and is vested with exclusive legal, physical and unhindered possession of freehold agricultural lands measuring 55 Kanal 10 Marla i.e. 6.9375 Acres ("**Lands-1**") being the Rectangle No. 57 Killa No. 2/1 min (4 Kanal -15 Marla -0 Sarsai), 2/2 (0 Kanal -11 Marla -0 Sarsai), 3/1 (5 Kanal -2 Marla -0 Sarsai), 3/2 (2 Kanal -18 Marla -0 Sarsai), 4/1 (5 Kanal -4 Marla -0 Sarsai), 7/1/2 (3 Kanal -11 Marla -0 Sarsai), 7/2 (1 Kanal -13 Marla -0 Sarsai), 8/1 (2 Kanal -10 Marla -0 Sarsai), 8/2 (5

For Next Generation Projects Pvt. Ltd.

Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Sign.

Experion Developers Pvt. Ltd.

Director/Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
HARSARU

Kanal -10 Marla -0 Sarsai), 9/2 min (0 Kanal -13 Marla -3 Sarsai), 9/1/1 min (0 Kanal -19 Marla -6 Sarsai), 9/1/2 min (3 Kanal -13 Marla -0 Sarsai), 12/1 min (2 Kanal -4 Marla -4 Sarsai), 12/2 min (3 Kanal -1 Marla -5 Sarsai), 13/1 (3 Kanal -7 Marla -0 Sarsai), 13/2 (4 Kanal -13 Marla -0 Sarsai), 14/1 (2 Kanal -3 Marla -0 Sarsai) and 14/2/1 (3 Kanal -1 Marla -0 Sarsai), situated at Village Harsaru (Hadbast No. 107),Tehsil Harsaru, District Gurugram, Haryana.

2. Seller-2 is the absolute owner of and is vested with exclusive legal, physical and unhindered possession of freehold agricultural lands measuring 2 Kanal 4 Marla i.e. 0.275 Acres ("**Lands-2**") being Rectangle No. 58 Killa No. 11/2 min (0 Kanal -17 Marla -7 Sarsai), 12/1 min (0 Kanal -15 Marla -5 Sarsai), 12/2 min (0 Kanal -2 Marla -2 Sarsai), 13/1/1 min (0 Kanal -7 Marla -5 Sarsai) and 13/2/1 min (0 Kanal -0 Marla -8 Sarsai) (admeasuring 2 Kanal 4 Marla) situated at Village Harsaru (Hadbast No. 107), Tehsil Harsaru, District Gurugram, Haryana.

3. Seller-3 is the absolute owner of and is vested with exclusive legal, physical and unhindered possession of freehold agricultural lands measuring 4 Kanal 10 Marla 7 Sarsai i.e. 0.567 Acres ("**Lands-3**") being Rectangle No. 57 Killa No. 7/1/1 min (1 Kanal -5 Marla -7 Sarsai), 14/2/2 min (2 Kanal -7 Marla -2 Sarsai), 15 min (0 Kanal -17 Marla -7 Sarsai) in Village Harsaru (Hadbast No. 107), Tehsil Harsaru, District Gurugram, Haryana.

4. The Seller-4 is the absolute owner of and is vested with exclusive legal, physical and unhindered possession of freehold agricultural lands measuring 4 Marla 8 Sarsai i.e. 0.0306 Acres ("**Lands-4**") being Rectangle No. 57 Killa No. 4/2 min (0 Kanal -4 Marla -8 Sarsai) situated at Village Harsaru (Hadbast No. 107), Tehsil Harsaru, District Gurugram, Haryana.

(Lands-1, Lands-2 Lands-3 and Lands-4 are collectively the **Said Lands**. The Said Lands are also more particularly described in **Schedule-I** hereunder written. The Said Lands are contiguous and demarcated in the map attached as **Schedule-II** herein)

B. Lands-1 were mortgaged ("**Mortgage-1**") in favour of Catalyst Trusteeship Limited on behalf of Edelweiss AIF ("**Lender 1**") and Lands-2 were mortgaged ("**Mortgage-2**") in favour of Vistra ITCL (India) Limited on behalf of Edelweiss Asset Reconstruction Company Limited ("**Lender 2**"). Seller-1 represents that it has obtained a no-objection certificate dated May 17, 2024 ("**Lender NOC 1**") from the Lender-1 prior to the execution and registration of this Sale Deed. Seller-2 represent that it has obtained a no-objection certificate dated June 7, 2024 ("**Lender NOC 2**") from the Lender-2 prior to the execution and registration of this Sale Deed.

C. The agreed consideration under this Sale Deed payable to Seller-1 and Seller-2 is based on the understanding that the Sellers shall obtain the Final Approvals for development of the Project on the Said Lands.

D. Sellers are the sole, absolute and exclusive owner of the Said Lands and are vested with vacant, quiet, peaceful, legal and physical possession thereof and have unfettered, absolute and unrestricted

For Next Generation Projects Pvt. Ltd.

Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Sign.

Experion Developers Pvt. Ltd.

Director/Authorised Signatory


THE SUB REGISTRAR
HARSARU

right, title and interest in the same and benefits arising out of the same and no other person has any right, title, interest, claim, authority or concern of any nature therein. The Sellers possess absolute, clear, unconditional and marketable title to the Said Lands, free from any encumbrance, charge, gift, lien, attachment, mortgage, liability, un-authorized occupations, claims, third party agreements, third party claims, third party easementary rights, disputes including relating to boundaries, litigation, notices, proceedings etc. whatsoever. The Sellers are fully entitled to convey/ sell absolute ownership rights in the Said Lands along with all benefits arising out of the same in favour of the Purchaser herein without any restrictions whatsoever.

AND WHEREAS the Sellers, for their bonafide needs and requirements, have agreed to sell, transfer, convey and assign all its rights, interest and title in the Said Lands along with title, possession, easements, rights, privileges, appurtenances, benefits enjoyed and reputed to be enjoyed in respect thereof, to the Purchaser for a total and all-inclusive consideration as provided herein.

AND WHEREAS the Parties are entering into this Sale Deed to effect and complete the sale, transfer and conveyance of the Said Lands along with all benefits arising out of the same in favour of the Purchaser immediately upon the execution of this Sale Deed, upon which there shall be no claim, charge or encumbrance of any nature on the Said Lands of the Sellers or any other party.

NOW THIS DEED WITNESSES AS UNDER:

1. **SALE**

1.1. The Sellers, by and under this Sale Deed and on and from the date of execution hereof, do hereby sell, grant, convey, transfer, alienate and assign the Said Lands unto the Purchaser absolutely and forever, along with all rights, title, possession, benefits, interest, privileges, easements, entitlements, appurtenances, advantages appurtenant to the Said Lands, free from any liabilities, encumbrances, liens, claims, charges or impediments of any nature whatsoever.

1.2. Simultaneously with the execution of this Deed, the Sellers have delivered full, free, quiet, peaceful, vacant, legal, constructive and physical possession of the Said Lands to the Purchaser to hold and enjoy the same absolutely and forever.

1.3. That pursuant to this Deed, the Sellers, or any person claiming from or through the Sellers, shall not have any right, title, interest, benefits, claim, demand, charge, encumbrance, mortgage or concern of any nature in the Said Lands. Upon execution of this Sale Deed, the Purchaser has become the sole and absolute owner of the Said Lands along with all benefits arising out of the same with full right to use, develop, enjoy, sell, lease, license, mortgage, alienate, obtain license, development permissions / change of land use permissions in its own name and transfer the same as the absolute owner thereof as the Purchaser may deem fit without any hindrance, interruption, claim or objection by the Sellers or any other person claiming under the Sellers or otherwise.

1.4. The Purchaser shall be entitled to get the Said Lands mutated in its own name in the records of concerned revenue authorities and other concerned authorities based on this Sale Deed or a copy thereof. It is also agreed that Salam (entire) share is being sold in Rectangle No. 57 Killa No. 2/2

For Next Generation Projects Pvt. Ltd.

Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Sign.

Experion Developers Pvt. Ltd.

Director/Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
HARSARU

(0Kanal-11Marla-0Sarsai), 3/1 (5Kanal-2Marla-0Sarsai), 3/2 (2Kanal-18Marla-0Sarsai), 4/1 (5Kanal-4Marla-0Sarsai), 7/1/2 (3Kanal-11Marla-0Sarsai), 7/2 (1Kanal-13Marla-0Sarsai), 8/1 (2Kanal-10Marla -0Sarsai), 8/2 (5Kanal- 10Marla- 0Sarsai), 13/1 (3Kanal-7Marla-0Sarsai), 13/2 (4Kanal-13Marla-0Sarsai), 14/1 (2Kanal-3Marla-0Sarsai) and 14/2/1 (3Kanal-1Marla-0Sarsai), situated at Village Harsaru, Tehsil Harsaru, District Gurugram, Haryana out of the Said Lands and accordingly the Purchaser shall be entitled to have itself recorded as the owner of the entire Killa / Khasra numbers. It is also agreed that only a part share is being sold in Rectangle No. 57 Killa No. 2/1 min (4Kanal-15Marla-0Sarsai), 4/2 min (0Kanal-4Marla-8Sarsai), 7/1/1min (1Kanal-5Marla-7Sarsai), 9/2 min (0Kanal-13Marla-3Sarsai), 9/1/1 min (0Kanal-19Marla-6Sarsai), 9/1/2 min (3Kanal-13Marla-0Sarsai), 12/1 min (2Kanal-4Marla-4Sarsai), 12/2 min (3Kanal-1Marla-5Sarsai),14/2/2 min (2Kanal-7Marla-2Sarsai) and 15min (0Kanal-17Marla-7Sarsai), Rectangle No. 58 Killa No. 11/2 min (0Kanal-17Marla-7Sarsai), 12/1 min (0Kanal-15Marla-5Sarsai), 12/2 min (0Kanal-2Marla-2Sarsai), 13/1/1 min (0 Kanal-7 Marla-5 Sarsai) and 13/2/1 min (0Kanal-0Marla-8Sarsai) situated at Village Harsaru, Tehsil Harsaru, District Gurugram, Haryana out of the Said Lands, which part being sold is demarcated in the plan attached as **Schedule-II**. The Purchaser shall be fully entitled to get itself recorded as the owner of specific share and portion in the said Khasra / Killa Numbers and get a 'tatima' recorded in such manner that the Purchaser is recorded as the owner and in possession of such portions of the said Killa / Khasra Number that are demarcated in **Schedule-II**. The Sellers agree and undertakes to render all support in this regard.

1.5. On and from the Execution Date hereof, it shall be lawful for the Purchaser to peacefully and quietly, hold, enter upon, use, occupy, develop, mortgage, possess and enjoy the Saids Lands and to derive economic benefit thereon, receive rents, license fee, 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 Sellers or any one their behalf including any previous owners or lenders.

2. CONSIDERATION

2.1. The entire, all inclusive (including taxes), full and final sale consideration payable by the Purchaser to the Sellers at the time of execution and registration of Sale Deed, is INR 2,47,81,00,000/- (Rupees Two Hundred Forty-Seven Crore Eighty-One Lakh Only), which is payable to Sellers in the following proportion:

(a) INR 237,01,83,333/- (Indian Rupees Two Hundred Thirty Seven Crore One Lakh Eighty Three Thousand Three Hundred Thirty Three only) is payable to Seller-1, towards Lands-1 ("**Sale Consideration-1**").

(b) INR 8,40,00,000/- (Indian Rupees Eight Crore Forty Lakh only) is payable to Seller-2, towards Lands-2 ("**Sale Consideration-2**").

(c) INR 2,26,94,445/- (Indian Rupees Two Crore Twenty Six Lakh Ninety Four Thousand Four Hundred Forty Five only) is payable to Seller-3, towards Lands-3 ("**Sale Consideration-3**").

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(d) INR 12,22,222/- (Indian Rupees Twelve Lakh Twenty Two Thousand Two Hundred Twenty Two only) is payable to Seller-4, towards Lands-4 ("**Sale Consideration-4**").

(Sale Consideration-1, Sale Consideration-2, Sale Consideration-3 and Sale Consideration-4 are hereinafter collectively referred to as the **"Consideration-1")**

2.2. The Consideration-1 has been paid by the Purchaser to the Sellers as under:

(a) An amount of INR 174,60,00,000/- (Indian Rupees One Hundred Seventy Four Crore Sixty Lakh only) has been paid by the Purchaser directly to Lender-1 as part of Sale Consideration-1 and on behalf of Seller-1 vide RTGS, towards discharge of the Mortgage-1. The said amounts out of Sale Consideration-1 have been paid directly to Lender-1 on the request of and on behalf of Seller-1.

(b) An amount of INR 17,58,83,333/- (Indian Rupees Seventeen Crore Fifty Eight Lakh Eight Three Thousand Three Hundred Thirty Three only) has been paid by the Purchaser directly to Asset Developers (a partnership firm) as part of Sale Consideration-1 and on behalf of Seller-1 by way of Demand Draft (details provided in Schedule-IV), towards discharge of liabilities of Seller-1 towards Asset Developers. The said amounts out of Sale Consideration-1 have been paid directly to Asset Developers on the request of and on behalf of Seller-1.

(c) An amount of INR 5,00,00,000/- (Rupees Five Crore Only) shall be paid by the Purchaser to Seller-1 out of Sale Consideration-1, within 15 (fifteen) days of recordal of mutation and partition in favour of the Purchaser for the Said Lands as per Clause 3.3 herein and completion of barbed wire fencing as per Clause 3.4 and handover of the original title deed as per Clause 5.4.

(d) An amount of INR 39,83,00,000/- (Indian Rupees Thirty Nine Crore Eighty Three Lakh only) has been paid simultaneously by the Purchaser to the Seller-1 out of Sale Consideration-1 by way of Demand Draft (details provided in Schedule-IV), with registration of this Sale Deed, after deducting applicable tax at source.

(e) An amount of INR 8,30,00,000/- (Indian Rupees Eight Crore Thirty Lakh only) has been paid by the Purchaser directly to Lender-2 as part of Sale Consideration-2 and on behalf of Seller-2 vide RTGS, towards discharge of the Mortgage-2. The said amounts out of Sale Consideration-2 have been paid directly to Lender-2 on the request of and on behalf of Seller-2.

(f) An amount of INR 10,00,000/- (Indian Rupees Ten Lakh only) has been paid simultaneously by the Purchaser to the Seller-2 out of Sale Consideration-2 by way of Demand Draft (details provided in Schedule-IV), with registration of this Sale Deed, after deducting applicable tax at source.

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(g) An amount of 2,26,94,445/- (Indian Rupees Two Crore Twenty Six Lakh Ninety Four Thousand Four Hundred Forty Five only) i.e. Sale Consideration-3 has been paid by the Purchaser to the Seller-3 by way of Demand Draft (details provided in Schedule-IV), after deducting applicable tax at source.

(h) An amount of 12,22,222/- (Indian Rupees Twelve Lakh Twenty Two Thousand Two Hundred Twenty Two only) i.e. Sale Consideration-4 has been paid by the Purchaser to the Seller-4 by way of Demand Draft (details provided in Schedule-IV), after deducting applicable tax at source.

The Sellers acknowledge the receipt and sufficiency of the Consideration-1 in the manner as stated above.

2.3. The Sellers agree that the Consideration-1 stated herein is absolute, just, fair, equitable and sufficient and is in fully in accordance with the terms negotiated and agreed between the Parties.

2.4. The Parties agree and acknowledge that the Consideration-1 shall be made subject to the applicable Tax Deducted at Source (TDS) and the Purchaser shall deposit the TDS amounts with the competent authorities within the timelines stipulated under the applicable law and handover TDS certificates to the Sellers, as required under applicable law.

3. **Seller Obligations and Consideration-2**

3.1 The Seller-1 shall ensure filing of an application for procuring in-principal approval / letter of intent for mixed-land use development under the 'Transit-Oriented Development' (TOD) policy of DTCP as per the layout plan of the Purchaser ("**LOI**"), in the name of the Purchaser, for development of a mixed land use project on the Said Lands ("**Project**"). The Seller-1 shall obtain the LOI within 120 (one hundred and twenty) days from the date of execution of this Sale Deed. The Seller-1 shall ensure that the LOI shall specifically permit development of the Project as per the FAR prescribed in the table provided in **Schedule –III** hereto ("**Permitted FAR**") as a single license with combined zoning. Pursuant to the LOI, the Seller-1 shall ensure compliance of all conditions as may be prescribed and obtain the final license / approval from DTCP in the name of the Purchaser along with the approval of the zoning plan and site layout plan from DTCP (collectively "**Final Approvals**") for development of the Project with Permitted FAR. The Purchaser shall provide the required assistance in this regard. The Seller-1 shall obtain the Final Approvals within 120 (one hundred twenty) days from the date of receipt of the LOI, subject to the Purchaser fulfilling compliance related obligation under LOI for obtaining License.

3.2 The Seller-1 shall procure the required permission and carry out the shifting of high-tension line passing through the Said Lands and its re-alignment to an underground line along the eastern periphery of the 24 m road. Reference in this regard is made to the map annexed herewith as **Schedule-II** hereto ("**HT Realignment**"). The Seller-1 shall complete the HT Realignment within 150 (one hundred fifty) days from the date of obtaining the LOI.

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3.3 The Sellers shall ensure recordal of mutation and partition of Said Lands, within 30 (thirty) days from registration of this Sale Deed, so as to ensure the Purchaser is recorded in the Record of Rights as the absolute owner and in possession of the Said Lands as described and demarcated herein.

3.4 The Seller-1 shall ensure that barbed wire fencing of the entire Said Lands is completed within 30 (thirty) days from the execution hereof.

3.5 The Seller-1 shall obtain no-objection certificate/consent from National Highway Authority of India and/or Gurugram Metropolitan Development Authority and/or any other competent authority, as applicable for unlimited access to the service road along with Dwarka Expressway within 90 days from grant of License.

(the obligations, covenants and warranties of Seller-1 stated in Clause 3.1, 3.2, 3.3, 3.4 and 3.5 above are collectively referred herein as "**Seller-1 Obligations**")

3.6 The Purchaser shall provide all the information and documents required by Director Town and Country Planning, Haryana (DTCP) for obtaining the LOI and Final Approvals, including execution of the requisite agreements, deposit of bank guarantees for statutory payments (EDC/IDC), etc.

3.7 The Parties agree that the Purchaser shall be responsible to pay the prescribed External Development Charge (EDC) and Infrastructure Development Charges payments to DTCP for Final Approvals.

3.8 The Purchaser agrees to pay an amount of Rs. 108,44,56,540/- (Indian Rupees One Hundred Eight Crore Forty Four Lakh Fifty Six Thousand Five Hundred Forty Only) ("**Consideration-2**") to the Seller-1 in case of the Seller-1 complying with the Seller-1 Obligations within the timelines agreed herein:

(a) An amount of INR 29,92,28,270/- (Indian Rupees Twenty Nine Crore Ninety Two Lakh Twenty Eight Thousand Two Hundred and Seventy only) out of the Consideration-2 shall be paid to Seller-1, subject to TDS at applicable rates, within 15 (fifteen) days from Seller-1 obtaining the LOI as part of the Seller-1 Obligation within the timelines stated in Clause 3.1 and handover the original of the said LOI to the Purchaser herein.

(b) An amount of INR 52,52,28,270/- (Indian Rupees Fifty Two Crore Fifty Two Lakh Twenty Eight Thousand Two Hundred Seventy Only) out of the Consideration-2 shall be paid to Seller-1, subject to TDS at applicable rates, within 15 (fifteen) days from Seller-1 obtaining the Final Approvals as part of the Seller-1 Obligation within the timelines stated in Clause 3.1 above and handover the original of the Final Approvals to the Purchaser.

(c) An amount of INR 26,00,00,000/- (India Rupees Twenty Six Crore Only) out of the Consideration-2 shall be paid to Seller-1, subject to TDS at applicable rates, within 15 (fifteen) days from Seller-1 obtaining the HT Realignment as part of the Seller-1 Obligation within the timelines stated in Clause 3.2 above and handover the original of the related approvals to the Purchaser.

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3.9 It is also agreed that in the event the access permission as referred in Clause 3.5 above, appears as a condition to be complied with under the LOI or License, then the amounts to be paid under Clause 3.7(b) above, shall be paid by the Purchaser after the Seller-1 complete its obligation of obtaining access permission as provided under Clause 3.5.

3.10 The Sellers acknowledge that Consideration-2 shall accrue and be payable to Seller-1 upon the Seller-1 duly complying with Seller-1 Obligations to the satisfaction of the Purchaser within the timelines stated herein. It is clarified that in the event any of the obligations / milestones out of the Seller-1 Obligation is not complied with by the Seller-1 within the agreed timelines, then the Seller-1 shall be liable to pay (a) interest @20% per annum on such amounts out of Consideration-1 and Consideration-2 that have already been paid to the Seller-1 from the expiry of the time period of compliance of the respective obligation till such time that the said obligation is complied with or the respective milestone is achieved and completed and (b) the Seller-1 shall pay costs incurred by the Purchaser along with 20% mark-up on cost incurred by the Purchaser for completion of said incomplete obligations. The Purchaser shall be entitled to adjust the said amounts payable by the Seller-1 to the Purchaser from Consideration-2. In the event the amount payable under the Consideration-2 is not sufficient, the Seller-1 shall refund the differential amount to the Purchaser within 15 (fifteen) days of the Purchaser serving a notice to the Seller-1 in this regard.

3.11 In case of breach of any representations, warranties, covenants, undertakings of the Seller-1 stated in this Sale Deed, the Purchaser shall be entitled to reduce / adjust / set off the Consideration-1 and/or Consideration-2 and if required, seek refund of the same along with such damages as may be applicable from Seller-1.

3.12 The Sale Consideration-1, Sale Consideration-2 and Consideration-2 has been determined on the basis that the Final Approvals shall permit and sanction a minimum FSI of 1190621 sq. feet ("**Projected FSI**") on the Project, which does not include any FSI generated through TDR. Therefore, in the event the actual FSI sanctioned for development on the Said Lands under the Final Approvals is lesser than the Projected FSI, the aggregate of the Sale Consideration-1, Sale Consideration-2 and Consideration-2, shall be reduced by an agreed amount of INR 3150 per square feet of the reduced FSI. In the event the amount payable under the Consideration-2 is not sufficient to fully adjust the downward revision in the overall aggregate of Sale Consideration-1, Sale Consideration-2 and Consideration-2, the Seller-1 shall refund the differential amount to the Purchaser within 15 (fifteen) days of the Purchaser serving a notice to the Seller-1 in this regard.

3.13 The Sellers agree that the Consideration-2 stated herein and payment terms related to the same including linkage to completion of Seller-1 Obligations are absolute, just, fair, equitable and sufficient.

3.14 The Parties agree and acknowledge that the Consideration-2shall be made subject to the applicable Tax Deducted at Source (TDS) and the Purchaser shall deposit the TDS amounts with the competent authorities within the timelines stipulated under the applicable law and handover TDS certificates to the Sellers, as required under applicable law.

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3.15 Seller-3 and Seller-4 shall not be responsible or liable for completion of Seller-1 Obligation and/or any disputes or litigations in this regard or refund of Sale Consideration-3 or Sale Consideration-4 on default of Seller-1.

4. ABSOLUTE SALE

4.1 The Parties hereto clearly acknowledge, agree and understand that notwithstanding anything else stated herein or elsewhere, (a) the title/ ownership to the Said Lands along with all the rights including easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Purchaser absolutely, irrevocably and forever and free from any encumbrance or lien or charge, by and under this Sale Deed or under any applicable law on the date of execution and registration of this Sale Deed; (b) the Sellers have handed over actual, legal, constructive, physical un-Encumbered, unhindered, unfettered, undivided and vacant possession of the Said Lands to the Purchaser; (c) the Sellers shall not have any encumbrance/ charge/ debt/ lien of any nature at any point of time on the Said Lands including in relation to the Consideration-2 including under Section 55 (4) (b) of the Transfer of Property Act, 1882; (d) the sale/ conveyance of the Said Lands in favour of the Purchaser 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 ownership, title, interest, benefits, legal, constructive and physical possession and all rights in the Said Lands, stands irrevocably vested in favour of Purchaser on execution and registration of this Sale Deed.

5. MUTUALLY AGREED TERMS

5.1. The Sellers confirm and undertake that the Mortgage-1 and Mortgage-2 stands released and discharged upon payment of the amounts that have been paid to the Lenders in accordance with Clause 2.2 hereinabove. The Sellers agree to provide to the Purchaser a written confirmation and necessary deeds and documents duly signed by the Lenders confirming the release of Mortgage-1 and Mortgage-2 to the satisfaction Purchaser within 7 (seven) days from the execution hereof.

5.2. The Sellers shall ensure that any project of either of the Sellers or their related parties / affiliates being developed adjacent to or in the vicinity of the Said Lands, shall not have any services passing through any portion of the Said Lands. except under 24 meter road earmarked under applicable master plan.

5.3. The license fee, scrutiny fee, and conversion charges have been agreed to be remitted directly by the Purchaser to the government authority. The said amount of payouts to DTCP is referred to as "**Licensee Fee Payout**". It is agreed that Licensee Fee Payout amount payable by the Purchaser shall be a maximum of INR 9,78,48,272/- (Indian Rupees Nine Crore Seventy Eight Lakh Forty Eight Thousand Two Hundred and Seventy Two Only). The Purchaser shall bear an additional charge of INR 6,46,00,000/- (Indian Rupees Six Crore Forty Six Lakh Only) towards IAC dues for the license. Any amounts required to be paid towards IAC and Licensee Fee Payout over and above the aforesaid amount shall be borne and paid by the Seller-1.

5.4. Simultaneous to the registration of this Sale Deed, the Sellers have handed over certified copies of all the title deeds pertaining to the Said Lands to the Purchaser. The Sellers undertake to ensure hand

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over, original of all title deeds, to the Purchaser within 7 days from execution hereof. The Sellers undertake that there are no other original title deeds / documents in respect of the Said Lands except the once handed over to Purchaser. In the event the Sellers become aware of any other title document pertaining to the Said Lands which has not been handed over to the Purchaser, the Sellers shall immediately hand over the same to the Purchaser.

5.5. The Sellers have paid off all charges, taxes, levies, premium, outgoings statutory dues, demands including without limitation urban land taxes, vacant land tax, property taxes, electricity charges, arears, water taxes, sewerage, other municipal charges, rent, duties and all such dues and outgoings (collectively "**Outgoings**"), payable to any authority in relation to the Said Lands up to the date of execution of the Sale Deed, and agree to pay any arrears or Outgoing, charges/ fee/ taxes and levies (including any penalties) relating to Said Lands for the period prior to execution and registration of this Sale Deed, even if demanded after execution and registration of this Sale Deed. Further, the Purchaser shall pay the Outgoings in relation to the Said Lands for the period after the execution and registration of this Sale Deed to the government authority and/or other concerned authorities. It is clarified that in the event such Outgoings are paid by the Purchaser for the period before execution of Sale Deed then the same shall be adjusted from the Consideration-2.

5.6. Upon execution and registration of this Sale Deed, the Sellers will extend all co-operation and assistance that will be required by the Purchaser to effect partition of part of Land-1 comprised in Rectangle No. 57 Killa Nos. 2/1 min, 9/2 min, 9/1/1 min, 9/1/2 min, 12/1 min and 12/2 min, Land-2, Land-3 and Land-4, which the respective Sellers continue to own.

5.7. 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 Said Lands in favour of the Purchaser and subsequent mutations/ change of ownership recordals etc. before the concerned authorities without any demur or protest.

5.8. The Seller-1 shall obtain the LOI, Final Approvals and HT Realignment, and in the event of its failure or inability to obtain the same within the agreed timelines, the Purchaser shall be entitled to obtain the same at the risk and cost of the Seller-1 as provided in Clause 3.10 above.

5.9. The Purchaser shall, be authorised and entitled to and shall have all the rights and entitlements to have the Said Lands mutated and partitioned in its name in the revenue records and all other records maintained by the government authorities to reflect the name of the Purchaser as the owner of and in possession of the Said Lands. The Sellers confirm that they shall provide assistance and execute all such documents that may be required by the Purchaser *inter alia* for mutation of the Purchaser's name in the government records and any other records as may be required by the Purchaser and partition of the Said Lands as required and agreed herein. In case the competent authority requires the presence of Sellers for the purpose of the mutations and partition or any proceedings incidental thereto, the Sellers shall be bound to do so and depute and authorise their authorised representatives to remain present and accord consent for recording such mutations and partitions in favour of Purchaser and to sign, execute, deposit and file all documents, applications, affidavits, etc. as may

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be required in this regard. The Purchaser is hereby also authorised to represent the Sellers in such process.

5.10. As and when called upon by the Purchaser, the Sellers shall do all such acts and execute all such documents (including any declaration, affidavits, etc.) as may be required of them to obtain any permission/approval from concerned authority and to remove any difficulties that may obstruct/restrict the development, absolute sale, transfer and conveyance of the Siad Lands and to ensure peaceful use and enjoyment of the Said Lands by the Purchaser for all times to come.

5.11. It is agreed that Consideration-2 shall be due and payable and shall accrue upon occurrence of the events as stated in Clause 3.1 and 3.2 above, and the obligations of the Purchaser to pay the same, shall be deemed to be completed and satisfied immediately upon the Purchaser depositing amounts as stated in Clause 3.8 by way of RTGS or other banking payment mechanism into the bank accounts of the Sellers. The bank account statement of the Purchaser, reflecting the said payments to bank accounts of Sellers, shall be sufficient to establish closure of the obligations of such payment of the Purchaser under this Sale Deed. Without prejudice to the above, the Sellers shall execute all deeds and documents including receipts as may be required by the Purchaser simultaneously with receiving the amounts under Clause 3.8 from the Purchaser.

5.12. The Said Lands draws access from the Dwarka Express way through a patch of land out of the Said Lands that is of 4 Karam in width ("**Access Lands**"). It is clarified that the Access Lands are a part of the Said Lands. The lands adjoining the Access Lands towards the North direction are owned by the Sellers. The Sellers agree that out of the said lands abutting the Access Lands, a land parcel running parallel to the entire Access Lands, shall always be maintained, reserved, allocated and used as an access road, so as to ensure that the Said Lands have an overall seamless access of a road width of 12 meter carriage-way, connecting the Said Lands to the Dwarka Express Way, which includes the Access Lands. The Parties agree that the said 12 meter width access which includes (a) the Access Lands and (b) other lands being irrevocably reserved by the Sellers abutting the Access Lands, shall at all times remain available for unrestricted, unobstructed, unhindered, and unlimited access through planned road to the Said Lands from Dwarka Expressway, and accordingly the right of way for services for the Project can be laid through a minimum 12 m wide road which shall be planned and developed jointly by Sellers and the Purchaser. This 12 m wide road shall be part of the planning of the respective project of each Party and each Party and customer of their projects shall be entitled to utilize the same for access for their respective project. It is agreed that no additional cost shall be required to be borne and paid by the Purchaser in this regard. It is agreed the Purchaser shall be entitled to maintain a boundary wall on southern side boundary of Access Lands, however, no Party shall build any boundary wall/obstacle, etc. on northern side of the Access Lands. Parties agree that the road work on the Access Lands shall be completed within the time agreed.

5.13. The Sellers shall ensure that their respective outstanding liability of any of the government authorities for period prior to the execution and registration of this Sale Deed, shall be discharged by the respective Sellers in such time and manners that no impediment is caused in respect of Final Approvals.

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In the event, the Purchaser sells, transfers or alienates the Said Lands prior to payment of the Consideration-2 to the extent payable under the terms of this Sale Deed, then the Purchaser shall ensure that the terms of payment of the Consideration-2 to the Seller-1 shall not be adversely impacted in any manner and either the Purchaser or the prospective buyer makes payment of the said Consideration-2 in accordance with this Sale Deed.

6. REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND THE PURCHASER

6.1. The Sellers hereby jointly and severally represent and warrant to the Purchaser, that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner:

(a) The Sellers have full power, authority and capacity to enter into, execute, deliver and perform this Sale Deed and carry out and consummate the transaction stated herein, and this Sale Deed constitutes a legal, valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with the terms of this Sale Deed. The Sellers have taken all necessary actions (including passing of required resolutions) and obtained all necessary approvals required by it for the execution, delivery and performance of this Sale Deed, and the authorised signatories of the Seller 1 and Seller 2 executing this Sale Deed have been duly and fully authorised by the Seller 1 and Seller 2 for the said purposes. The execution, delivery and performance of this Sale Deed and all the instruments or agreements required hereunder does not contravene, violate or constitute a default of any applicable law, any agreement or instrument to which it is a party or by which it is or may be bound.

(b) The Sellers are the sole and absolute owner of the Said Lands and have good, valid and marketable title to the same, which is free from any kind of encumbrances, third party agreements, third party claims, third party easementary rights, suits, mortgages, acquisition proceedings initiated or notified, and there are no attachment orders of any kind nor have the Sellers been notified of any such attachment order under any state or central statutes. The Seller has not received any notice or written communication from any person or governmental authority in relation to the Said Lands including the title or possession thereof.

(c) The Sellers are in full, free, vacant, quiet, peaceful, actual physical and unhindered possession, use, occupation and enjoyment of the Said Lands. No other person or entity has any right, title or interest in or to any part of the same or is entitled to the possession, occupation, use or control of whole or any part of the Said Lands. The title and possession of the Sellers to the Said Lands is clear and marketable and free from all encumbrances.

(d) The Said Lands is accurately and properly mutated in the name of respective Sellers in the relevant revenue records and there is no part of the Said Lands for which the mutation is pending or under objection.

(e) The land on site for the Said Lands is complete, accurate and has been measured.

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(f) The Sellers have not received any consideration, advance consideration or token money or consideration of any nature whatsoever from any third party in respect of any portion of the Said Lands.

(g) The Sellers are in compliance of the applicable laws regarding acquisition and ownership of Subject Lands.

(h) The Said Lands (or any part thereof) does not belong to Adivasi/Scheduled Caste.

(i) The Said Lands (or any part thereof) does not belong to any Hindu Undivided Family.

(j) There is nothing that prevents the Sellers from dealing with and disposing off the Said Lands.

(k) Description and demarcation / delineation of the Said Lands as provided herein is true, accurate and complete in all respects.

(l) The Sellers have neither done nor been party to any act whereby its rights, titles or interests (of whatever description) in or over or in relation to Said Lands may be impeded or restricted or encumbered in any manner whatsoever.

(m) No part of the Said Lands is affected by a subsisting contract for sale or other disposition of any interest in it. There are no arrangement(s) for sale, development or alienation of the Said Lands 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 Said Lands in any manner whatsoever.

(n) There are no pathways, canals, nalas, high tension wires (except that is part of HT Realignment) etc. passing through the Said Lands. The Said Lands or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities.

(o) There are no litigations or disputes or proceedings in any court of law, tribunal, or arbitration or any lis-pendens, nor is there any attachment, prohibitory order or injunction on the Said Lands or any benefits/rights attached thereof. There is no proceeding pending or dues under the Income Tax Act, 1961 in respect of the Said Lands or Sellers or which could affect the transaction hereunder.

(p) Sellers have paid to date all taxes and other charges related to Said Lands and if any tax or charges relating to the Said Lands and / or any penalties, interest or cost thereof are levied for the period prior to this Sale Deed at any point of time by any government authority, then the same shall be borne and paid by the Sellers herein, forthwith upon being called upon by the Purchaser herein.

(q) All title documents in favour of the Sellers and all antecedent title documents relating to the Said Lands are duly executed, stamped and registered, as required under law, and are valid

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and subsisting. The consideration that was payable to the respective erstwhile sellers by the Sellers under the title deeds has been duly paid. Any deficiencies of stamp duty or related charges payable on these documents and any penalty, interest or costs associated to the same, shall be borne and paid by the Sellers herein, forthwith upon being called upon by the Purchaser herein.

(r) There is no samadhi, majar, temple, mosque, church or any other place of worship on the Said Lands or any portion thereof. No part of the Said Lands is dedicated orally or in writing to religious or charitable uses or used as a place of worship.

(s) There are no easement rights, impediments, prohibitions, restrictions, or negative covenants running with the Said Lands either created under any document or by any covenant or by prescription in respect of and/or upon the Said Lands or any part thereof. The Said Lands benefits from all permanent and legally enforceable easements and other contractual rights (if any) necessary or appropriate for the continued use, enjoyment and maintenance of the Said Lands by the Sellers.

(t) There is no interest of a minor in any part of the Said Lands.

(u) The Sellers are not suffering from an insolvency event, including without limitation bankruptcy, receivership, voluntary or involuntary winding up or arrangement with creditors, voluntary or involuntary and no petition has been presented by the Sellers or resolution passed or notice in writing of the same been received by the Sellers, nor have the Sellers appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator whether generally or in respect of any of its assets. The Sellers have not defaulted in any of their obligations to any of their creditors, including commercial banks and financial institutions, which may in any manner impact the Said Lands and / or the title of the Sellers to the Said Lands and/ or the ability of the Sellers to transfer and convey clear and marketable un-encumbered title on the Said Lands to the Purchaser.

(v) Sale of Said Lands as agreed herein is in the ordinary course and not to discharge any debts.

(w) The execution, delivery and performance of this Sale Deed by the Sellers will not:

(i) violate any lien, court order, judgments, injunction, award, decree or writ or any other restriction of any kind against, or binding upon, Seller or their securities, properties or business, as applicable.

(ii) violate any law or regulation of India or any other jurisdiction.

(x) No encroachment, intrusion and/or trespass has been made/done, in any manner on the Said Lands. There is no boundary dispute relating to the Said Lands. The physical and legal possession of the Said Lands that is handed over by the Sellers to the Purchaser along with this Sale Deed is true, correct, complete and accurate. There is no dispute, discrepancy, overlap

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Authorised Signatory/Director

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etc. of any nature whatsoever to the said physical and legal possession of the Said Lands as has been handed over by the Sellers to the Purchaser.

(y) There are no trees on the Said Lands. The Said Lands do not form part of any current or proposed irrigation area, forest area, eco sensitive zone or Natural Conservation Zone (NCZ) or any notified area.

(z) There are no disputes, challenges or claims regarding the boundaries of the Said Lands.

(aa) The Said Lands are not affected by and/or no notice/notices are received either from any local authorities or from the State Government or otherwise or under the Ancient Monuments and Archaeological Sites and remains Act, 1958, Epidemic Diseases Act, 1897, the Land Acquisition Act, 1894, Defence of India Act, 1915 or environmental laws or any other legislative enactment, government ordinance, order or notification (including for requisition and/or acquisitions of the Said Lands (or any part thereof) included in any intended schemes or any other public body or authority or declared as a surplus of excess ceiling limit.

(bb) The Sellers have not omitted to disclose to the Purchaser any fact or information in respect of the Said Lands which would be relevant to the Purchaser for the purposes of entering into this Agreement, and consummating the transaction contemplated herein.

(cc) The Floor Area Ratio of 3.50 is available for development over the Said Lands. There is no condition or impediment on the Said Lands which could prevent the Sellers from obtaining license for development of the Project on the Said Lands in the name of the Purchaser.

(dd) The Said Lands falls within 'R-zone' in the Gurgaon Master Plan 2031, and at present it is not subject to any license issued by DTCP or any other governmental authority, and no project has ever been launched on the Said Lands.

(ee) The Sellers have withdrawn their application being LC 5206 which was made to DTCP for grant of license to develop a group housing project. There is currently no pending request or application for grant of License on the Said Lands. No letter of intent or in-principal approval against the said application was issued by DTCP.

(ff) There is no requirement of right of way for vehicular movement or any services of other projects through the Said Lands.

(gg) The Said Lands has a frontage of 4 Karam on the Dwarka express way as per the plan attached as **Schedule-II** hereto.

(hh) The Land 3 and Land 4 falls in the intense TOD zone first within 500 meters from (NPR) ROW of Dwarka Expressway under FAR 3.50. Further, the land comprised in Rectangle No. 57 Killa No. 7/1/1 min (1-5-7), 14/2/2 min (2-7-2) and 4/2 min (0-4-8) falls in the residential zone and the land comprised in Rectangle No. 57 Killa No. 15 min (0-17-7) falls in the commercial zone;

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(ii) Land 1 and Land 2 fall in the intense TOD zone first within 500 meters from (NPR) ROW of Dwarka Expressway under FAR 3.50;

(jj) There is no prohibitory order or order of attachment of any department of income tax or any department of goods or service 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 the Said Lands or any part thereof and/or preventing or restraining the Sellers from entering into this Sale Deed or which could affect the rights of the Purchaser under this Sale Deed. There is no proceeding or dues pending, for which written demand / notice has been received by the Sellers, under the Income Tax Act, 1961 in respect of the Said Lands which could affect the transaction hereunder or the rights of the Purchaser under this Sale Deed. The Said Lands is stock-in-trade in the books of accounts of the Sellers and as such there is no requirement to obtain any permission for sale/ transfer of the Said Lands under the income tax laws or any other tax laws;

(kk) there are no demands and/or proceedings due and/or pending on the Sellers, for which written demand / notice has been received by the Sellers, towards Goods and Service Tax ("**GST**") and/or Income Tax and/or other taxes. However, in case of any demand towards liability/interest/penalty arises in future (pertaining to period up to the Execution Date hereof) against the Sellers and/or against the Said Lands under GST and/or Income Tax and/or and other tax Law then the Sellers shall 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. The Sellers shall keep the Purchaser indemnified against any losses, costs on account of any such liabilities/interest/penalty from GST and/or Income Tax and/or other taxes;

(ll) The Said Lands benefits from all permanent and legally enforceable easements and other contractual rights (if any) and has direct access abutting the Dwarka Expressway/ service road of the Dwarka Expressway;

(mm) Neither the Said Lands 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, except for the 24-meter wide roads, provided in the Master Plan for Gurugram;

(nn) The Lendor NOC 1 and Lender NOC 2 are valid and subsisting. The Purchaser shall not be deemed to have assumed any liability towards the Lenders. Except the Lender NOC 1 and Lender NOC 2, Sellers do not require any approval/ permission for the transaction contemplated herein from any financial institutions/ companies from which Sellers have obtained any financial assistance(s)/ loan(s) and/or to whom Sellers have furnished guaranties; and

(oo) The Sellers hereby represent that, at no given point of time and also since commencement of land aggregation by the Sellers, the Sellers have not been in breach or in contravention of the provisions of the Haryana Ceiling on Land Holdings Act, 1972 (as amended from time to time)

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HARSARU

and the extent of land held by the Sellers is within the permissible limit of land holding at all times including period prior to the Haryana Ceiling on Land Holdings (Amendment) Act, 2011.

6.2. Each of Party hereby represents and warrants to the other Parties that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner:

(a) it is duly incorporated and validly existing under the laws of its jurisdiction;

(b) it has the power and authority to execute, deliver and perform this Sale Deed subject to the terms contained therein and all necessary corporate or other action in this regard are undertaken; and

(c) the execution of this Sale Deed and the consummation of the transaction contemplated hereunder shall not: (i) 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 will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; (iii) result in a breach of any provision of the Memorandum of Association or Articles of Associations of the said Party.

6.3. The Seller-3 and Seller-4 hereby jointly and severally represent, acknowledge, and confirm to the Purchaser, that each of the following representations is true, accurate, complete, valid, subsisting and not misleading in any manner:

(a) The Sale Deeds under which the Seller-1 acquired title and ownership to Lands-1 have been validly executed and registered against payment and receipt of due consideration, and are not in contravention of applicable law; and

(b) Pursuant to the execution and registration of the Sale Deeds under which the Seller-1 acquired title and ownership to Lands-1, the Seller-3, and Seller-4 do not have right, title or interest of any nature whatsoever in Lands-1 or any portion thereof, and do not have any objection with the Seller-1 dealing with the Lands-1 in the manner they deems fit.

6.4. The Seller -1, Seller-3, and Seller-4 hereby represent, acknowledge, and confirm to the Purchaser, that the land area demarcated and partitioned under Mutation No. 4703, 4708, 4709 and 4710 recorded in the Record of Rights in furtherance of Sale Deeds registered with the office of jurisdictional Sub-Registrar as Document Nos. 98, 29982, 30001 and 29993 is correct and accurate.

7. INDEMNITY

7.1. Without prejudice to the rights and remedies of Purchaser stated in this Sale Deed and any other rights and remedies available under law and equity to the Purchaser, the Sellers do hereby, jointly and severely, agree to indemnify, defend and hold the Purchaser and its directors, designated partners,

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Authorised Signatory/Director

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THARAMANGALAM

officers, representatives and employees ("**Indemnified Party**") harmless from and against any and all actions, suits, judgment, forfeitures, proceedings, misrepresentation, claims, demands, liabilities, losses, costs and expenses (including costs of defense, settlement and attorneys' fees) or damages (excluding special or indirect or consequential damages/ losses) which may be incurred or suffered by the Purchaser or which may arise or occur or be taken or sought against the Purchaser due to or in connection with breach of any of the terms and conditions, covenants and/or undertakings, representations and warranties of the Sellers under this Sale Deed and/or in case any of the representations, warranties, statements of Sellers are found to be false/incorrect under this Sale Deed. The liability of Seller-1 and Seller-2 under this Sale Deed shall not be affected by any change in its constitution, ownership or corporate existence or structure or any other similar change or its winding up/ or its absorption, merger or amalgamation with any other company, corporation or concern or takeover of management by any other company or concern.

8. RECITALS, SCHEDULES AND ANNEXURES

The Recitals, Schedules and Annexures of this Deed shall form an integral part of the same.

9. JURISDICTION

This Sale Deed shall be subject to laws of India and relevant courts in Gurugram, Haryana shall have exclusive jurisdiction thereon.

10. STAMP DUTY, REGISTRATION FEES AND COSTS

This Sale Deed shall be executed and registered in accordance with the laws of India. The entire incidence of the stamp duty and the registration fee including any other charges related thereto and/or any other document, deed, undertaking, affidavit, etc., as may be required by the Purchaser for perfecting the Purchaser's title in the Said Lands shall be solely borne by the Purchaser. The Parties shall bear their own legal costs and tax liability.

11. NOTICES

All notices, approvals, instructions and other communications for the purposes of this Sale Deed or the contemplated transaction shall be given in writing by personal delivery, email or by sending the same by speed post/ registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Clause 11. All notices referred in this Sale Deed or other communications shall be deemed to have been delivered (a) in case of delivery by hand, when hand delivered to the other Party and acknowledgement being given at the time of delivery; or (b) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (c) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

If to the Seller-1:

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Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Sign.

Experion Developers Pvt. Ltd.

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Address: C/o- Regus Centre Saket Private Limited, Saket Private Limited, Rectangle-1, D-4, District Centre Saket, Commercial Complex, New Delhi-110017, Saket, South Delhi, New Delhi, 110017
Attention: Mr. Nayan Raheja
Email: info@nextgenprojects.in

If to the Seller-2:

Address: W-22-A/2-A, KH NO. 581 & 583 Western Avenue, Sainik Farm, South Delhi, Delhi, Delhi, India, 110062
Attention: Mr. Navin M. Raheja
Email: info@nabuildwell.in

If to the Seller-3 and Seller-4:

Address: B2/73C, Sadarjung Enclave, New Delhi-110029
Attention: Mr. Ajay Mehta
Email: ajay.mehta@mccindia.in

If to Purchaser:

Address: F-9, First Floor, Manish Plaza 1, Plot No 7, MLU Sector 10, Dwarka, New Delhi -110075
Attention: Mr. Nagaraju Routhu
Email: accounts@experion.net.in

12. SUPERSEDE AND ENTIRE UNDERSTANDING

This Sale Deed, along with all the schedules, contains the entire understanding between the Parties and supersedes all prior understandings, communications and correspondence and any other collaboration agreements, development agreements, memorandum of understanding, power of attorneys, agency agreements entered into by the Sellers vis-à-vis any third party in respect of the Said Lands or any part thereof, and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

13. FURTHER ASSURANCES

13.1. The Sellers shall and will, from time to time, and at all times hereinafter, at the sole cost of the Purchaser, do all such acts, deed and things as may be required by the Purchaser in relation to the Said Lands including but not limited to providing necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Purchaser as may be required.

13.2. The Parties have executed this Sale Deed without any pressure, duress, influence, coercion from any side.

[*Remainder of the page has been intentionally left blank by the parties*]

For Next Generation Projects Pvt. Ltd.

Authorised Signatory/Director

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Director/Auth. Sign.

Experion Developers Pvt. Ltd.

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THE SEAL OF
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HARSHRU

SCHEDULE- I

DESCRIPTION OF LANDS

Lands measuring 7.8101 Acres at Village Harsaru, Tehsil Harsaru, Sector-88A, District Gurugram, Haryana, being:

1. Land admeasuring 6.9375 acres (55 K-10 M) comprised in Rectangle No. 57 Killa No. 2/1 min (4-15-0), 2/2 (0-11-0), 3/1 (5-2-0), 3/2 (2-18-0), 4/1 (5-4-0), 7/1/2 (3-11-0), 7/2 (1-13-0), 8/1 (2-10-0), 8/2 (5-10-0), 9/2 min (0-13-3), 9/1/1 min (0-19-6), 9/1/2 min (3-13-0), 12/1 min (2-4-4), 12/2 min (3-1-5), 13/1 (3-7-0), 13/2 (4-13-0), 14/1 (2-3-0) and 14/2/1 (3-1-0), situated at Village Harsaru, Tehsil Harsaru, District Gurugram, Haryana, owned by Next Generation Project Private Limited

2. Land admeasuring 0.275 acres (2 K-4 M) comprised in Rectangle No. 58 Killa No. 11/2 min (0-17-7), 12/1 min (0-15-5), 12/2 min (0-2-2), 13/1/1 min (0-7-5) and 13/2/1 min (0-0-8) (admeasuring 2 Kanal 4 Marla) situated at Village Harsaru, Tehsil Harsaru, District Gurugram, Haryana, owned by N.A Buildwell Private Limited

3. Land admeasuring 0.567 acres (4 Kanal -10 Marla- 7 Sarsai) comprised in Rectangle No. 57 Killa No. 7/1/1min (1-5-7), 14/2/2 min (2-7-2) and 15min (0-17-7) situated at Village Harsaru, Tehsil Harsaru, District Gurugram, Haryana, owned by Mrs. Priya Ahluwalia

4. Land admeasuring 0.0306 acres (0 Kanal- 4 Marla -8 Sarsai) comprised in Rectangle No. 57 Killa No. 4/2 min (0-4-8) situated at Village Harsaru, Tehsil Harsaru, District Gurugram, Haryana, owned by Mrs. Naina Sachdev.

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Authorised Signatory/Director

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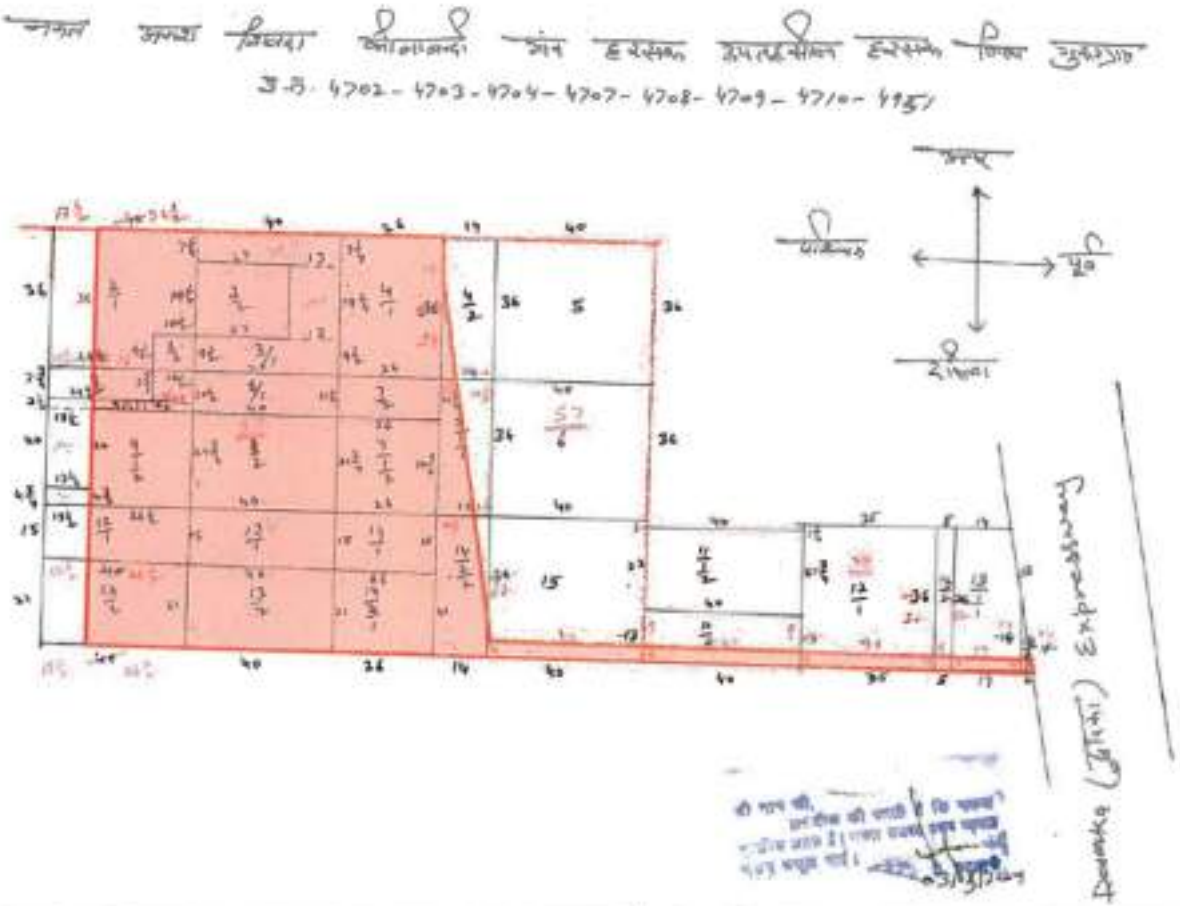
SCHEDULE – II

DEMARCATION OF SAID LANDS, ACCESS ROAD AND HT LINES

DEMARCATION OF SAID LANDS



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For N.A. Builcon Pvt. Ltd.

Director/Auth. Sign.

Experion Developers Pvt. Ltd.

Director/Authorised Signatory


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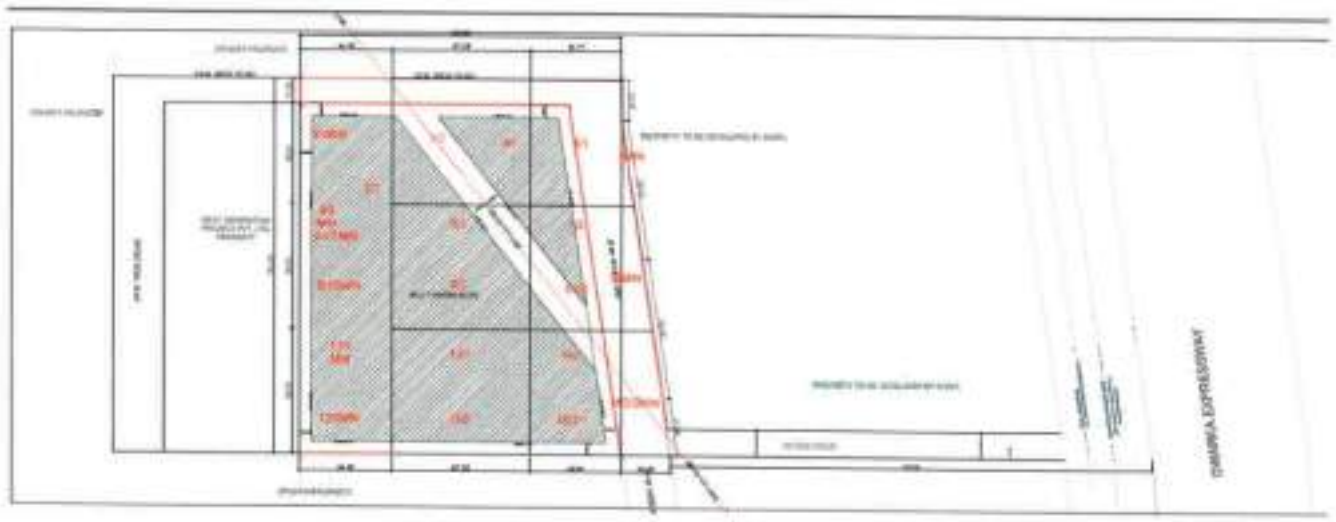
ACCESS ROAD AND HT LINES



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SCHEDULE - III

PERMITTED FAR

Area split			Total FAR	Residential	Residential FAR	Commercial	Commercial FAR
TOD – Residential	7.4243	**3.50**	1131909	99%	1120590	1%	11319
TOD - Commercial	0.3861	**3.50**	58712	30%	17614	70%	41099
TOTAL			**1190621**		**1138203**		**52418**

SCHEDULE-IV

DETAILS OF DEMAND DRAFT

(i) Demand draft for direct payment to Asset Developers on behalf of Seller-1 as per clause 2.2 (b) – Demand Draft No. 831882 dated 1st July, 2024 drawn on DBS Bank India Limited of Rs. 175883333/- in favour of Asset Developers

(ii) Demand draft for payment to Seller-1 as per Clause 2.2 (d) – Demand Draft No. 831883 dated 1st July, 2024 drawn on DBS Bank India Limited of Rs. 36,37,53,601/- in favour of Seller-1

(iii) Demand Draft for Payment to Seller-2 as per Clause 2.2 (f) – Demand Draft No. 831881 dated 1st July, 2024 drawn on DBS Bank India Limited of Rs. 1,60,000/- in favour of Seller-2

(iv) Demand Draft for Payment to Seller-3 as per Clause 2.2 (g) – Demand Draft No 831880 dated 1st July, 2024 drawn on DBS Bank India Limited of Rs. 2,24,67,501/- in favour of Seller-3.

(v) Demand Draft for Payment to Seller-4 as per Clause 2.2 (h) – Demand Draft No 831879 dated 1st July, 2024 drawn on DBS Bank India Limited of Rs. 12,10,000/- in favour of Seller-4.

For Next Generation Projects Pvt. Ltd.

Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Sign.

Experion Developers Pvt. Ltd.

Director/Authorised Signatory


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HARSARU

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

For Next Generation Projects Pvt. Ltd.

SELLERS:

Authorised Signatory/Director

For N.A. Buildwell Pvt. Ltd.

Director/Auth. Sign.

NEXT GENERATION PROJECTS PRIVATE LIMITED acting through its duly authorized representative, Mr. Nayan Raheja, authorized *vide* a board resolution dated 28th June 2024

N. A. BUILDWELL PRIVATE LIMITED acting through its duly authorized representative; Navin M. Raheja, authorized vide a board resolution dated 28th June 2024

MRS. PRIYA AHLUWALIA represented herein by her duly constituted attorney Mr. Ajay Mehta (S/o Mr. Pran Nath Mehta) appointed by virtue of Special Power of Attorney dated April 18, 2023, duly registered with the Sub Registrar Harsaru, as Document No. 7 dated April 18,2023

MRS. NAINA SACHDEV represented herein by her duly constituted attorney Mr. Ajay Mehta (S/o Mr. Pran Nath Mehta) appointed by virtue of Special Power of Attorney dated April 18, 2023, duly registered with the Sub Registrar Harsaru, as Document No. 10 dated April 20,2023

Experion Developers Pvt. Ltd.

PURCHASER

Director/Authorised Signatory

EXPERION DEVELOPERS PRIVATE LIMITED acting through its authorized representative, Mr. B.K. Malagi, duly authorized vide a board resolution dated 27th June 2024

WITNESSES:

Name: Yogesh Morwal

Residential Address: Advocate

Signature: District Courts Gurugram.

Name: C.P Batheja Adv

Residential Address:

Signature: Distt Courts Gurgaon


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