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SUBIN-DLDL-SHCIL09847363739385T

: GODREJ PROJECTS NORTH LLP

: Article 23 Sale

PROPERTY NO.88/1-A LADY HARDINGE ROAD KNOWN AS 14 LADY

HARDINGE ROAD NEW DELHI

120,45,00,000

(One Hundred Twenty Crore Forty Five Lakh only)

: DEVKI NANDAN TANEJA AND OTHERS

GODREJ PROJECTS NORTH LLP

GODREJ PROJECTS NORTH LLP

7.22.85.000

(Seven Crore Twenty Two Lakh Eighty Five Thousand only)



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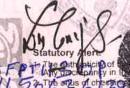






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SALE DEED

This Sale Deed ("Sale Deed") is made and executed at Delhi, on this the 3rd day of December 2021 ("Execution Date"):

AMONGST

MR. DEVKI NANDAN TANEJA, (PAN NO. AAFPT1130P and Aadhar No. 6811 5063 6139), S/o Late Shri. Ghanshyam Das Taneja, resident of 2, Jor Bagh, Delhi 110003 (hereinafter referred to as "Seller-1", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assigns);

AND

MR. KAMAL TANEJA, (PAN NO. AAEPT8298H and Aadhar No. 4558 3046 1440), S/o Mr. Devki Nandan Taneja, resident of 2, Jor Bagh, Delhi 110003 (hereinafter referred to as "Seller-2", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assigns);

AND

M/S SK PROMOTERS, a partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at 3/5948, Hardhyan Singh Road, Karol Bagh, New Delhi-110005 (Reg. No 2204 of 2008 and PAN ABJFS3303G), acting through its partner Mr. Prithipal Singh (having Aadhar No. 6505 2351 6799) duly authorized vide resolution / authority letter dated October 6, 2021 (hereinafter referred to as "Confirming Party", 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);

AND

GODREJ PROJECTS NORTH LLP, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008 (LLPIN: AAI-7141), having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and an office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram 122002, acting through its authorized representative Mr. Digvijay Yadav, duly authorized vide resolution dated November 25, 2021 (hereinafter referred to as "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).

(Seller-1 and Seller-2 are hereinafter collectively referred to as the "Sellers").

Seller-2

(The Sellers, the Confirming Party and the Purchaser are hereinafter individually referred to as a "Party" and collectively as the "Parties").

Seller-

Partne!

Confirming Party

Godre

rized Signator

Purchaser

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Deed Related Detail

Deed Name SALE SALE WITHIN NDMC AREA **Land Detail** Tehsil/Sub Tehsil Sub Registrar VII **Building Type** Village/City Lady Harding Road Dady Harding Ro Place (Segment) Property Type Known As 14 House No.: 88/1-A, Property Address Road No.: , Lady Harding Road Area of Proceety 4.235.00 0.00 0.00 Mon Detail Consideration Value 1,204,500,000.00 Rupees Stamp Duty Paid 300000 Dees Value of Registration Fee 12,045,000.00 Pasting Fee 100.00 Rup Transfer Duty 36142500 Rupees Government Duty 36142500 Rupees This document of SALE SALE WITHING TO TEXTREA Presented by: Sh/Smt S/0, W/0 SHANSHYAM DAS TANEJA 2 JOR BAGH DELHI DEVKI NANDAN TANEJA 2 JØR BAGH DELHI rs through prithipal - 🕥 SKPI 3/5948 HARDHYA AROL BAGH the Sub Registrar, Dethi this 03/12/2021 (00:000) day Friday between the hours of Signature of Presenter Execution admitted by DEVKI NANDAN TANE ANEJA, S K PROMOT ERS THROUGH PRITHIPAL SINGH and Shri / Ms. GODREJ PROJECTS NORTH LLP THROUGH DIGVIJAY YADAV Godrej Projects orized Signatory



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Revenue Department NCT of Delhi

WHEREAS SÉLLERS AND CONFIRMING PARTY HAVE JOINTLY AND SEVERALLY REPRESENTED TO THE PURCHASER THAT:

- A. The Sellers and the Confirming Party are the absolute and lawful owners of a contiguous freehold residential plot bearing no. 88/1-A admeasuring 4235 square yards (0.875 acres), Lady Hardinge Road (now known as 14, Lady Hardinge Road), New Delhi and more particularly described in Schedule-I hereunder written and demarcated in the plan annexed hereto as Schedule-II ("Subject Plot"). The description of Subject Plot as provided in Schedule-I and the demarcation as provided in Schedule-II is true and accurate;
- B. The Sellers are vested with absolute ownership and clear and marketable title on 50% undivided share in the Subject Plot ("Sellers' Share in Subject Plot") along with the all rights, interest including development rights thereto, free from any Encumbrance (as defined hereinafter), and are seized of and are in absolute, lawful, physical, unencumbered, unfettered and unhindered possession of the Sellers' Share in Subject Plot. The Sellers had acquired the absolute title and all rights to the Sellers' Share in the Subject Plot vide the title documents identified under Schedule-III attached hereto ("Title Deeds"), and are recorded as the owners and in possession of the Sellers' Share in the Subject Plot in all government records. The Sellers' Share in Subject Plot and the title deeds and mutations with regard to their title, as provided in Schedule-III hereto, are true, correct and accurate. The Confirming Party is vested with absolute ownership and clear and marketable title on the remaining 50% undivided share of the Subject Plot ("CP's Share in Subject Plot");
- C. The Sellers intend to develop a residential group housing colony on the Sellers' Share in Subject Plot along with CP's Share in Subject Plot and have approached the Purchaser to jointly develop the Subject Plot. Pursuant to the negotiations between the Sellers and Purchaser, it has been agreed to jointly develop the Subject Plot. Accordingly, the Purchaser has agreed to admit the Sellers as partners in the Purchaser and in consideration thereof the Sellers have agreed to transfer the Subject Plot to the Purchaser, valued at INR 120,00,00,000/- (Rupees One Hundred and Twenty Crores Only) as and by way of capital contribution subject to deduction of tax at source and IP Penthouse (as defined herein below);
- D. The Sellers along with Confirming Party have obtained certain permissions, sanctions, approvals as listed in **Schedule-IV** hereto ("Existing Approvals") for construction and development of the Project (as defined hereinafter) over the Subject Plot. The Existing Approvals have been obtained in accordance with Applicable Law, are valid and subsisting and there exists no facts, circumstances or event which shall render the Existing Approvals void, voidable, repudiated, revoked or frustrated, capable of rescission for any reason whatsoever.

Seller-1

Seller-2

Parkers

For S.K. PROMOT

Confirming Party

Partner

Purchaser

Who is/are identified by Shri/Smt/Km. ADITYA RUNGTA S/o W/o D/o -- R/o Q 409 VIVEK VIHAR SEC-82 NOIDA UP and Shri/Smt./Km GAURAV SACHDEVA S/o W/o D/o R K SACHDEVA R/o 38 1ST FLR NAVJEEVAN VIHAR DELHI (Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Registrar

Sub Registrar VII

Delhi/New Delhi

Date 06/12/2021

15:58:05













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AND WHEREAS, relying on the representations, warranties and covenants of the Sellers and the Confirming Party, the Purchaser and the Sellers 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 Sellers' Share in Subject Plot (together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Sellers' Share in Subject Plot) from the Sellers to the Purchaser.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AND THIS SALE DEED WITNESSETH AS UNDER:

1. **DEFINITIONS**

Seller-1

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

- 1.1. "2016 Act and Rules" shall mean the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder for the National Capital Territory of Delhi as amended from time to time.
- 1.2. "Admission Cum Reconstitution Deed" shall mean admission cum reconstitution deed of the Purchaser entity, of even date, executed, *inter alia*, amongst the Purchaser and the Sellers;
- 1.3. "Applicable Law" shall mean 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 jurisdiction over the matter in question, whether in effect as of the date of this Sale Deed or thereafter;
- 1.4. "Approvals" shall mean all approvals (including their renewals thereof) required for the Project 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), NDMC, Wild life Board, Fire Department, Water Department, Sewerage

Confirming Party

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Department, Airports Authority of India, Pollution Control Board/Central Government, Ministry of Environment and Forest, Delhi RERA or any other concerned statutory and Governmental Authority as may be required under Applicable Laws;

- 1.5. "Approval Risk" shall mean (i) any impediment or breach of the Approvals and/or the cancellation of any Approval, due to any act or omission or breach of any of the Approval by the Sellers, Confirming Party and/or any person (other than GPL) acting under/through or on behalf of them; and/or (ii) claim / dispute/ legal action of any nature whatsoever with respect to Existing Approvals arising due to any act or omission or breach of any of the Existing Approval(s) by the Sellers, Confirming Party and/or any person (other than GPL) acting under/through or on behalf of them;
- 1.6. "Balance Sale Consideration" shall collectively mean Balance Sale Consideration-1, Balance Sale Consideration-2 and Balance Sale Consideration-3;
- 1.7. **"Business Day"** shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Delhi and Mumbai;
- 1.8. "**Delhi RERA**" shall mean Real Estate Regulatory Authority for National Capital Territory of Delhi established under the 2016 Act and Rules.
- 1.9. "Development Rights" shall mean exclusive, irrevocable and unequivocal development rights of the Confirming Party in the CP's Share in Subject Plot granted by the Confirming Party in favour of the Purchaser as per the terms contained under the DR Transfer Agreement;
- 1.10. "DR Transfer Agreement" shall mean agreement, of even date, executed, *inter alia*, amongst the Confirming Party, Purchaser and the Sellers, whereby entire Development Rights have been exclusively, irrevocably and unequivocally granted by the Confirming Party in favour of the Purchaser;
- 1.11. "Encumbrance" shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department 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

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Seller-1

Confirming Party

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of any nature, default or notice / claim by any Governmental Authority(ies), New Delhi Municipal Council ("NDMC"), of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the licenses or approvals procured with respect to the Project, 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;

- 1.12. "Governmental Authority" means any government/semi-government or subdivision thereof, any department, agency, regulatory body or instrumentality of any government or including local or municipal authorities, any court or arbitral tribunal, including NDMC and any municipal/local authority having jurisdiction over any matter pertaining to the Subject Plot and/or construction and development of the Project;
- 1.13. "TP Penthouse" shall mean a penthouse to be constructed on the ninth floor of the Project;
- 1.14. "Lender" shall mean Asset Care and Reconstruction Enterprise Limited, an asset reconstruction company registered as such with the Reserve Bank of India and having its registered office at The Ruby, 10th floor 29, Senapati Bapat Marg, Dadar (West), Mumbai -400028;
- 1.15. "Litigation" includes any action, cause of action, showcause 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 Sellers and/or Confirming Party (whether received by Confirming Party directly or any of its partners) and any action, cause of action, claim, demand, suit, proceedings, citation, summons, inquiry or investigation which are threatened;
- 1.16. "**Project**" shall mean construction and development of a group housing complex on the Subject Plot as may be deemed fit by the Purchaser;
- 1.17. "Title Risk" shall mean any defect/ claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Plot which may be raised/ made by any Third Party, including any person acting under/ through or on behalf of Sellers and/or Confirming Party (other than any Encumbrance attributable due to act or omission of the Purchaser after the execution of this Sale Deed) and/or any restriction on marketability and development of the Project on account of any / claim/ Encumbrance/ dispute/ legal action of any nature whatsoever

For S.K. PROMOTERS Godrej Projects North LLF

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Confirming Party

Purchaser

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over the title (including absolute possession) of the Subject Plot and/or Existing Approvals; and

1.18. "Third Party" or "Third Parties" shall mean any person other than a Party.

2. INTERPRETATION

Seller-1

- 2.1. In this Sale Deed, unless the contrary intention appears, any reference to any statute or statutory provision shall include:
 - (a) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Sale Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Sale Deed and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- 2.2. any reference to the singular shall include the plural and vice-versa;
- 2.3. any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Sale Deed. The Schedules and Annexure to this Sale Deed shall form an integral part of this Sale Deed;
- 2.4. references to this Sale Deed or any other agreement shall be construed as references to this Sale Deed or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- 2.5. 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;
- 2.6. "in writing" includes any communication made by letter or e-mail;
- 2.7. all obligations of the Sellers as contained in this Sale Deed shall be deemed to be the obligations of the Confirming Party;

2.8. references to a person (or to a word importing a person) shall be construed so as to include individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or

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- any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- 2.9. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 2.10. all obligations of the Sellers as contained in this Sale Deed shall be deemed to be the obligations of the Confirming Party also and the same shall be joint and several; and
- 2.11. 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.

3. SALE OF SELLERS' SHARE IN SUBJECT PLOT

- 3.1. The Sellers hereby, unconditionally, irrevocably and forever, sell, transfer, convey and assign all their respective rights, interests and titles in the Sellers' Share in Subject Plot together with all development rights, liberties, estate, easements, privileges, appurtenances and benefits thereto to the Purchaser free from any and all Encumbrance, and the Purchaser acquires the same from the Sellers, free from all Encumbrance into or upon the same and every part of the Sellers' Share in Subject Plot along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Sellers' Share in Subject Plot.
- 3.2. The Sellers and Confirming Party hereby confirm and declare that, as of the Execution Date, they (or any person claiming through or under them) have no residual rights in relation to the Sellers' Share in Subject Plot surviving in their favour and the entire right, title and interest of the Sellers in the Sellers' Share in Subject Plot, stands fully extinguished and transferred to the Purchaser. Any rights, benefits or entitlements accruing to the Sellers' Share in Subject Plot after the Execution Date, shall be construed as the sole right and property of the Purchaser to the complete exclusion of the Sellers and the Confirming Party.
- 3.3. Simultaneous with the execution of this Sale Deed, the Sellers have handed over actual, legal, physical un-Encumbered, unhindered, unfettered, undivided and vacant possession of the Sellers' Share in Subject Plot to the Purchaser, and the Purchaser hereby acknowledges the receipt of the same from the Sellers and upon execution of this Sale Deed, the Purchaser shall have unfettered right of access to the Sellers' Share in Subject Plot and ingress and egress rights, without any hindrance of any kind from the Sellers, Confirming Party or any other person claiming under any of them.

On and from the Execution Date hereof, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use,

For S.K. PROMOTERS Godrej Projects North LLP

Seller-1

Seller-2

Confirming Party

Purchaser



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occupy, develop, possess and enjoy the Sellers' Share in Subject Plot 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 Sellers, Confirming Party or by any other person claiming under any of them.

4. CONSIDERATION

- 4.1. The entire, all inclusive, full and final sale consideration payable by the Purchaser to the Sellers, for purchase of the Sellers' Share in Subject Plot, along with all easements, privileges, rights, entitlements and benefits attached thereto and for compliances by the Sellers of all its commitments, obligations and covenants provided herein, is (a) INR 120,00,00,000/- (Rupees One Hundred and Twenty Crores only) and (b) allotment and transfer of the IP Penthouse in favour of the Seller-2 ("Sale Consideration"), subject to Tax deduction at Source (TDS)..
- 4.2. That in pursuance of this Sale Deed, Purchaser has agreed to admit the Sellers as a partner in the Purchaser and in consideration thereof the Sellers have agreed to transfer the Subject Plot to the Purchaser, valued at INR 120,00,00,000/- (Rupees One Hundred and Twenty Crores Only) and IP Penthouse. The said INR 120,00,00,000/- (Rupees One Hundred and Twenty Crores Only) shall be accounted as and by way of capital contribution, subject to deduction of applicable tax at source. The Sellers hereby confirm that they have received valid and adequate considerations for the transfer of the Sellers' Share in Subject Plot, the sufficiency and validity of which the Sellers shall not dispute / challenge hereinafter and the Sellers hereby admit and acknowledge and of and from the same and every part thereof absolutely acquit, release, exonerate and discharge the Purchaser forever in this regard.
- 4.3. The Sellers agree and acknowledge that the payment of the entire Sale Consideration in the manner stated in this Clause 4 is a valid and sufficient consideration for the sale of Sellers' Share in Subject Plot by the Sellers under this Sale Deed and for compliance of all terms and conditions as stated herein.
- 4.4. The Sellers have requested the Purchaser to make payment of the entire Sale Consideration (less the Balance Sale Consideration-3 and IP Penthouse), in tranches as per the milestones agreed herein, directly to the Lender (on the request, behest and on behalf of the Sellers and which payment shall be deemed to be paid to the Sellers) and the Purchaser has agreed for the same. Sellers hereby agree and acknowledge that the payment of the entire Sale Consideration (less the Balance Sale Consideration-3 and IP Penthouse) by the Purchaser to the Lender, shall be valid discharge of the obligation of the Purchaser to make payment of the Sale Consideration (less the Balance Sale Consideration-3 and IP Penthouse) to the Sellers. For abundant caution it has been clarified that the payment of Sale Consideration (less the Balance Sale Consideration-3

For S.K. PROMOTERS

Confirming Party

Purchaser

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Seller-1

eller-2

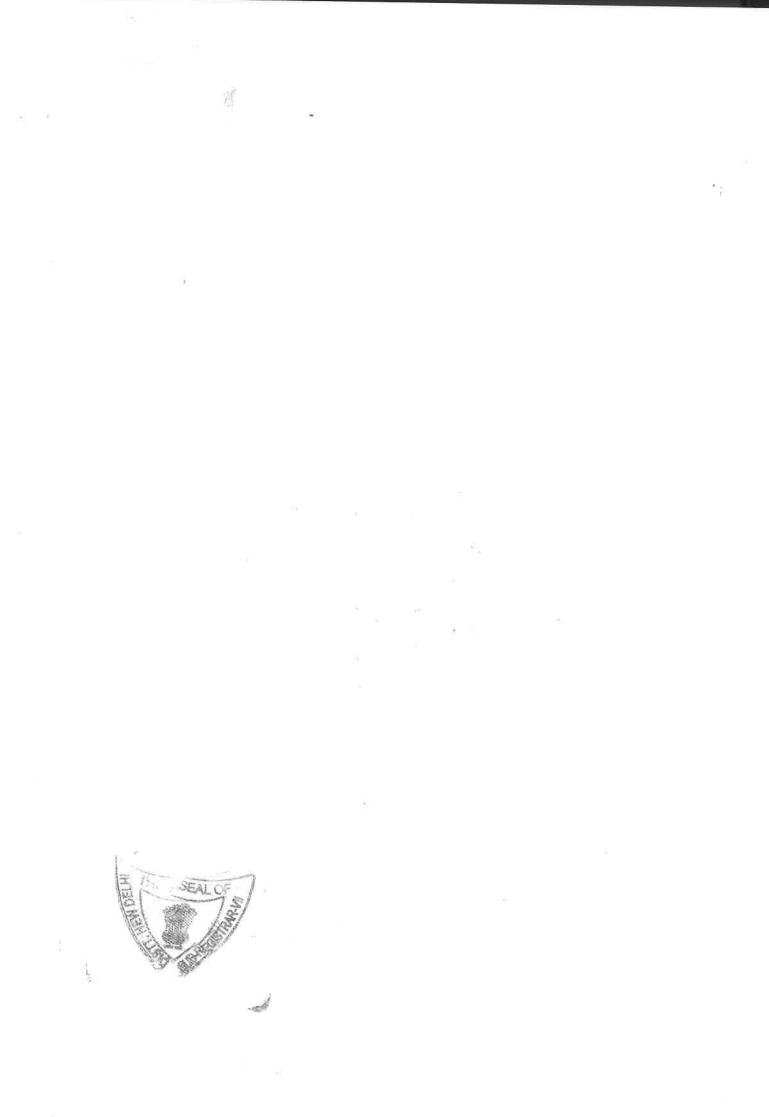
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- and IP Penthouse) by Purchaser to Lender shall be deemed to be payments made by the Purchaser to the Sellers under this Sale Deed.
- 4.5. The Parties hereby agree that the Sale Consideration shall be paid by the Purchaser to Sellers in the manner provided herein below. The Sellers hereby confirm and acknowledge that, the deposit of below mentioned cheques with the Lender shall be sufficient proof and evidence of the Purchaser having discharged all its obligations under this Sale Deed.
 - (a) Simultaneously with the execution and registration of this Sale Deed, the Purchaser has issued bank cheque(s) drawn in favour of the Lender (on the request, behest and on behalf of the Sellers and which payment shall be deemed to be paid to the Sellers, as per the break-up provided herein below) for the payment of an aggregate amount of INR 25,00,00,000/- (Rupees Twenty Five Crore only) after deducting TDS @1% on the entire Sale Consideration equivalent to INR 1,20,45,000/- (Rupees One Crore Twenty Lakh and Forty Five Thousand only) ("Part Sale Consideration") and the receipt of which the Sellers hereby acknowledge.

Name of the Seller	In favou r of	Part Sale Consideratio n (in INR)	TDS (in INR)	Net Amount (in INR)	RTGS details	
Seller	Lende	12,50,00,000	60,22,50	11,89,77,50		
-1	r		0	0	HDFCR520211203814742 61	
Seller		12,50,00,000	60,22,50	11,89,77,50		
-2			0	0		

(b) Simultaneously with the execution and registration of this Sale Deed, the Purchaser has deposited with the Lender a post-dated cheque issued in the name of the Lender (on the request, behest and on behalf of the Sellers and which payment shall be deemed to be paid to the Sellers, as per the break-up provided herein below) for an amount equivalent to INR 25,00,00,000/- (Rupees Twenty Five Crores only) ("Balance Sale Consideration-1") towards the part of the balance sale consideration payable by the Purchaser to the Sellers under this Sale Deed. The Sellers hereby confirm and acknowledge the receipt of said cheques towards Balance Sale Consideration-1.

Name of the Seller	Name of the Lender	Balance Sale Consideration-1 (in	Cheque Details
		INR)	
Devki Nandan Tanej	a Asset Care and	12,50,00,000	Cheque bearing no.
Kamal Taneja	Reconstruction	12,50,00,000	000301 dated
	Enterprise Limited	, , , , , , , , ,	03.03.2022 drawn
			on HDFC Bank
MAX	For	S.K. PROMOTERS	drej Projects North LLP
Jr (9")	Whow la	Bongs !	120000
	alling.	Partner	Aumorized Signatory
Seller-1	Seller-2	Confirming Party	Purchaser



The said post-dated cheque towards Balance Sale Consideration-1 shall be presented for encashment after expiry of 3 (three) months period commencing from the execution date hereof or registration of the Project with Real Estate Regulatory Authority for National Capital Territory of Delhi ("Delhi RERA"), whichever is earlier.

(c) Simultaneously with the execution and registration of this Sale Deed, the Purchaser has also deposited with the Lender a post-dated cheque issued in the name of the Lender (on the request, behest and on behalf of the Sellers and which payment shall be deemed to be paid to the Sellers, as per the break-up provided herein below) for an amount equivalent to INR 10,00,00,000/- (Rupees Ten Crores only) ("Balance Sale Consideration-2") towards the part of the balance sale consideration payable by the Purchaser to the Sellers under this Sale Deed.. The Sellers hereby confirm and acknowledge the receipt of said cheques towards Balance Sale Consideration-2.

Name of the Seller	Name of the Lender	Balance Sale Consideration-2 (in INR)	Cheque Details
Devki Nandan	Asset Care and	5,00,00,000	Cheque bearing no.
Taneja	Reconstruction Enterprise		000304 dated
Kamal Taneja	Limited	5,00,00,000	30.08.2022 drawn
_			on HDFC Bank

The said post-dated cheque towards Balance Sale Consideration-2 shall be presented for encashment after expiry of 6 (six) months period commencing from the date of payment of Balance Sale Consideration-1.

(d) Remaining balance Sale Consideration of INR 60,00,00,000/- (Rupees Sixty Crores only) ("Balance Sale Consideration-3") shall continue to be capital contribution by the Sellers in the Purchaser entity, break-up of which is provided herein below:

Name of the Seller	Balance Sale Consideration-3 (in INR)
Devki Nandan Taneja	30,00,00,000
Kamal Taneja	30,00,00,000

4.6. The Parties agree that the Purchaser shall allot (post registration of the Project with Delhi RERA) and transfer the IP Penthouse to be constructed and developed in the Project in favour of the Seller-2. The Seller-2 shall be entitled to transfer the IP Penthouse after the allotment of the same in his name immediately after the expiry of 30th day after the date of receipt of occupation certificate of the Project. The agreed value of the IP Penthouse is INR 45,00,000/- (Rupees Forty Five Lakh only). The sale / conveyance deed for transfer of the IP Penthouse shall be done only upon receipt of

For S.K. PROMOTERS

Bodrej Projects North LLF

Partner

Confirming Party

Authorized Signator

Purchaser

Seller-2



occupation / completion certificate of the Project. The statutory dues and indirect taxes with respect to transfer of the IP Penthouse in favour of the Seller-2 or his transferee(s) and cost and expense for execution and registration of the sale / conveyance deed including but not limited to stamp duty and registration charges shall be borne and paid solely by the Seller-2.

4.7. The Parties agree and acknowledge that all payments would 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.

5. ABSOLUTE TRANSFER OF SELLERS' SHARE IN SUBJECT PLOT

The Parties hereto clearly acknowledge, agreed and understand that notwithstanding anything else stated herein or elsewhere, (a) the title/ ownership to the Sellers' Share in Subject Plot along with all the rights including development rights, other rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Purchaser absolutely, irrevocably and forever and free from any Encumbrance or lien, by and under this Sale Deed on the date of execution of this Sale Deed; (b) the Sellers have handed over actual, legal, physical un-Encumbered, unhindered, unfettered, undivided and vacant possession of the Sellers' Share in Subject Plot to the Purchaser; (c) the Sellers shall not have any charge/ debt/ lien on the Sellers' Share in Subject Plot of any nature at any point of time; (d) the sale/ conveyance of the Sellers' Share in Subject Plot 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 title stands vested in favour of Purchaser on execution and registration of this Sale Deed.

6. **COVENANTS**

6.1. Simultaneous to the registration of this Sale Deed, the Sellers and Confirming Party have handed over all the originals of the antecedent title deeds / documents pertaining to the Subject Plot and as listed in **Schedule-III** hereto, to the Purchaser. The Sellers and the Confirming Party affirm that, other than the antecedent title documents listed in **Schedule-III** hereto, there are no other original title deeds / documents in respect of the Subject Plot. In the event, the Sellers and/or the Confirming Party become aware of any other title document pertaining to the Subject Plot which has not been handed over to the Purchaser, the Sellers and/or the Confirming Party, as the case may be, shall immediately hand over the same to the Purchaser.

For S.K. PROMOTERS
Godrej Projects North LLP
Authorized Signatory
Purchaser

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- 6.2. Simultaneous to the registration of this Sale Deed, the Sellers and Confirming Party have handed over all the originals of the Existing Approvals as listed in **Schedule-IV** hereto to the Purchaser.
- 6.3. In the event any representation or warranty of the Sellers and the Confirming Party stands breached or turns out to be partially or fully incorrect or is challenged, the Sellers and the Confirming Party shall, jointly and severally, immediately rectify the same at their own costs and expenses.
- The Sellers and the Confirming Party agree and covenant that the Sellers and the Confirming Party shall at all times be, jointly and severally, obligated to cure and rectify all Title Risks in respect of the Subject Plot at their sole cost and expense. Without prejudice to any other right or remedy available to the Purchaser under Applicable Law, DR Transfer Agreement and/or this Sale Deed, in case any Title Risk in relation to the Subject Plot or any part thereof arises at any point of time even after the execution of this Sale Deed and DR Transfer Agreement, then the Purchaser shall issue a written notice to this effect, along with the communications and documents received by it from the claimant(s) including details of the claimant(s), to the Sellers and the Confirming Party ("Title Risk Notice"). The Sellers and the Confirming Party shall, jointly or severally, resolve, rectify and cure such Title Risk, within 6 (six) months from the date of receipt of the Title Risk Notice ("TR Cure Period") or any extended period provided by the Purchaser in its sole discretion, in such manner that the rights and entitlements (including usage of Subject Plot) of Purchaser in the Subject Plot or any part thereof are not prejudicially impacted in any manner whatsoever. In the event the Sellers and/or the Confirming Party fail to resolve, cure, rectify or settle the said Title Risk on or before the expiry of the TR Cure Period or any extended period. then the Purchaser shall have the right to step-in to resolve and settle such Title Risk, at the sole cost and expense of the Sellers and the Confirming Party. In the event the Purchaser incurs any amount on account of any Title Risk then the Sellers and the Confirming Party shall, jointly and severally, without any delay and/or demur, reimburse all such amounts to the Purchaser within 30 (thirty) days from the date of demand and failing which the Sellers and the Confirming Party shall be liable to pay interest at 24% (twenty four percent) per annum, as liquidated damages, on the defaulted amounts for the period of delay. The Purchaser shall be entitled to deduct / set-off all amounts it incurs to rectify any Title Risk from the (a) profit / surplus share and/ or any amounts payable to the Sellers under the Admission Cum Reconstitution Deed and/or (b) Confirming Party's revenue share payable by the Purchaser to the Confirming Party in terms of the DR Transfer Agreement.
- 6.5. Notwithstanding anything contained herein, in the event on account of any Title Risk there is any order, directive, instruction, notice and/or injunction issued by competent Governmental Authority(ies) and/ or court and/or for any other reason, by virtue of which the construction, and/ or development work over the Subject Plot (or any part thereof) and/or sale and/or marketing/ collections of the Project(s) is stopped/ stayed/

For S.K. PROMOTERS

Partner

Confirming Party

Seller-1



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injuncted/ stalled and/or put on hold, then the Purchaser shall (a) not be under any obligation to provide Title Risk Notice / TR Cure Period to the Sellers and the Confirming Party; and (b) be entitled to cure any such Title Risk (at the cost and expense of the Sellers and the Confirming Party) without any concurrence from the Sellers / the Confirming Party and the Sellers and the Confirming Party have no objection in this regard. In the event the Purchaser incurs any amount on account of any Title Risk then the Sellers and the Confirming Party shall, jointly and severally, without any delay and/or demur, reimburse all such amounts to the Purchaser within 30 (thirty) days from the date of demand and failing which the Sellers and the Confirming Party shall, jointly and severally, be liable to pay interest at 24% (twenty four percent) per annum, as liquidated damages, on the defaulted amounts for the period of delay. The Purchaser shall be entitled to deduct / set-off all amounts it incurs to rectify any Title Risk from the (a) profit / surplus share and/ or any amounts payable to the Sellers under the Admission Cum Reconstitution Deed and/or (b) Confirming Party's revenue share payable by the Purchaser to the Confirming Party in terms of the DR Transfer Agreement.

- 6.6. The Sellers and the Confirming Party have paid of all charges/ taxes/ levies payable to any authority in relation to the Subject Plot up to the date of execution of this Sale Deed and the DR Transfer Agreement, and agree to pay all charges/ fee/ taxes and levies (including any penalties) relating to Subject Plot for the period prior to execution of this Sale Deed and the DR Transfer Agreement.
- 6.7. 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 Sellers' Share in Subject Plot and subsequent mutations/ change of ownership records etc. before the concerned Governmental Authorities without any demur or protest. The Purchaser shall be entitled to and shall have all the rights and entitlements to have the Sellers' Share in Subject Plot mutated in its name in the revenue records and all other records maintained by the Governmental Authority(ies) to reflect the name of the Purchaser as the owner of and in possession of the Sellers' Share in Subject Plot. The Sellers confirm that they shall provide all 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.

7. REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND PURCHASER

7.1. The Sellers hereby severally and jointly represent and warrant to the Purchaser, and the Confirming Party hereby confirms to the Purchaser that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Sale Deed:

For S.K. PROMOTERS

Seller-1

Seller-2

For S.K. PROMOTERS

Partner

Confirming Party

Purchaser



- (a) the Sellers are absolute owners of the Sellers' Share in Subject Plot and no other person or entity has any right, title or interest in or in any part of the Sellers' Share in Subject Plot, or is entitled to the possession, occupation, use or control of whole or any part of the Sellers' Share in Subject Plot. The title and possession of the Sellers to the Sellers' Share in Subject Plot is actual, unfettered, clear and marketable and free from all Encumbrance. The Sellers have neither done nor been party to any act whereby its rights, titles or interests or possession (each of whatever description) in or over or in relation to the Sellers' Share in Subject Plot is or may in any way be impaired or whereby they are or may be prevented from transferring absolutely the Sellers' Share in Subject Plot to the Purchaser;
- (b) Sellers have the full power and authority to enter into, execute and deliver this Sale Deed and undertake the transaction stated herein:
- (c) Sellers have undertaken all necessary actions and obtained necessary approvals required by it for the execution, delivery and performance of this Sale Deed;
- (d) the execution, delivery and performance of this Sale Deed and all 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;
- (e) the Sellers' Share in Subject Plot and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever. No part of the Sellers' Share in Subject Plot 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 Sellers' Share in Subject Plot 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 Sellers' Share in Subject Plot in any manner whatsoever;
- (f) Sellers are in actual physical and unhindered possession, use, occupation and enjoyment of the Sellers' Share in Subject Plot. No Third Party has any tenancy or any other types of rights/ interest in the Sellers' Share in Subject Plot or possession thereof. Sellers have not sold any portion of the Sellers' Share in Subject Plot or have not entered into any arrangement for sale of the Sellers' Share in Subject Plot and/or FSI pertaining to the Sellers' Share in Subject Plot. The Sellers have not created any Third Party rights on the Sellers' Share in Subject Plot;
- (g) the Subject Plot is duly bound and demarcated and there are no boundary disputes in respect of the Subject Plot with any adjoining landowners and there is no encroachment on the Subject Plot by any Third Party whatsoever;

Seller-1 Seller-2 Confirming Party Godrey Projects North LLP

Partner
Purchaser



- (h) no consent from any Third Party is required for sale/ conveyance of the Sellers' Share in Subject Plot to the Purchaser;
- (i) from the date of execution of this Sale Deed, the Purchaser shall be entitled to enjoy possession, use, dispose, construct and develop real estate project over the Subject Plot and sell developed units over the Subject Plot, in the manner the Purchasers may deem fit, without any objections, obstructions, hindrances or claims from the Sellers, Confirming Party or any Third Party claiming through any of them;
- (j) all information in relation to the transaction contemplated herein which would be material to Purchaser for the purposes of consummating the said transaction, has been made available and disclosed to Purchaser and not misleading in any manner;
- (k) Sellers have not executed any power of attorney(s) or any other document/contract/ agreement or any other authority, oral or otherwise empowering any third person(s) to deal with Subject Plot or any part thereof, for any purpose;
- (l) there are no pathways, canals, high tension wires etc. passing through the Subject Plot. The Subject Plot or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities;
- (m) the Existing Approvals are valid and subsisting. The Sellers and Confirming Party have not defaulted on any of the terms and conditions of the Existing Approvals with respect to the Subject Plot and no events have occurred or to the knowledge of the Sellers which may cause the Existing Approvals to become void or voidable or rescind at any time;
- (n) there are no pending Litigations or proceedings in any court of law or tribunal or arbitration or any *lis-pendens*, nor is there any attachment or injunction on the Subject Plot or development potential thereof or in respect of the development thereof;
- (o) there is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Subject Plot, whereby Sellers are in any manner restrained, prohibited, prevented from in any manner transferring / selling the Sellers' Share in Subject Plot in favour of Purchaser in accordance with this Sale Deed or which could affect the rights of the Purchaser in respect of the Sellers' Share in Subject Plot and under this Sale Deed;

(p) the Sellers' Share in Subject Plot is accurately and properly mutated in the name of the Sellers in the relevant records maintained with the Governmental Authority(ies) and there is no part of the Sellers' Share in Subject Plot for which

Seller-1 Seller-2

Confirming Party

For S.K. PROMOTERS Godrei Pri

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- the mutation in the name of the Sellers as absolute owners in possession, is pending or under objection;
- there is no prohibitory order or order of attachment of any department of income 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 Subject Plot or any part thereof and/or preventing or restraining Sellers from entering into this Sale Deed or which could affect the rights of the Purchaser under this Sale Deed. There is no proceeding pending under the Income Tax Act, 1961 in respect of the Subject Plot or which could affect the transaction hereunder or the rights of the Purchaser under this Sale Deed. The Sellers and the Confirming Party have obtained and handover to the Purchaser 3 (three) separate certificates issued by the Income Tax Department in pursuance to Section 281 of the Income Tax Act 1961 and the content of the said certificates are true, correct and not misleading in any manner;
- (r) Sellers and the Confirming Party have paid up to date all taxes related to Subject Plot, if any, stamp duties on title documents vesting the Subject Plot in favour of the Sellers and the Confirming Party and all other amounts and outgoings payable to all authorities qua the Subject Plot;
- (s) no person/s other than Sellers has any right, claims or demand in respect of the Sellers' Share in Subject Plot. Sellers have the absolute right, and authority to enter into and execute this Sale Deed and 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 sale of Sellers' Share in Subject Plot to Purchaser under this Sale Deed may be prejudicially affected;
- (t) Other than as provided for under Building Plan, no portion of the Subject Plot is required to be surrendered or handed over for road widening or any other reservations of any nature to any person or government or semi-government or any other authority;
- (u) The primary access to the Subject Plot is through Shaheed Bhagat Singh Road, Gole Market, New Delhi;
- (v) there is no temple, mosque, church or any other place of worship on the Subject Plot or any portion thereof. No part of the Subject Plot is dedicated orally or in writing to religious or charitable uses or used as a place of worship;

(w) there have been no proceedings initiated; no notices been served on and/or received by Sellers or their predecessors-in-title; and no orders affecting or relating to the Subject Plot nor any part thereof, nor have Sellers been in breach

Seller-1 Seller-2

For S.K. PROMOTERS

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- or in violation of any land ceiling legislations under Applicable Law in relation to the Subject Plot;
- (x) the Subject Plot is contiguous and there is no landlocked land owned by any Third Party within the Subject Plot;
- (y) the Subject Plot benefits from all permanent and legally enforceable easements and other contractual rights (if any);
- (z) 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, preventing or restricting the undertaking of any development on the Subject Plot or any part thereof;
- (aa) neither the Subject Plot nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones or any notified area/ zone which prevents, prohibits or restricts the development/ construction on the Subject Plot, in any manner and no notice has been received by the Sellers / Confirming Party from any Governmental Authority in this regard;
- (bb) neither the Subject Plot 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;
- (cc) the Subject Plot is vacant, contiguous, are not water logged;
- (dd) the execution and registration of this Sale Deed by Sellers 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;
- (ee) the Subject Plot do not have any gas pipeline, high tension electricity line, religious sites or any other such hurdle passing through it. 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 Plot;

(ff) the Subject Plot have no impediment/ peculiarity (and the Sellers / Confirming
Party shall not create any such impediment/ peculiarity) of a nature because of

For S.K. PROMOTERS

Partner

Seller-1

Seller-2

Confirming Party

Purchaser



- which relevant authorities may impose any term/ condition in any of the Approvals, which are not standard and customary conditions in such approvals:
- (gg) Sellers have not offered for sale/allotment, nor taken any monies, or otherwise sold any units/plots in the Sellers' Share in Subject Plot to any Third Party / customer/ purchaser;
- (hh) No information relating to the Subject Plot / Sellers' Share in Subject Plot, Sellers, Confirming Party or its partners, of which the Purchaser has knowledge (actual or constructive), and no investigation by or on behalf of the Purchaser or any of its agents, representatives, officers, employees or advisers, as the case may be, shall prejudice any claim made by the Purchaser, under Clauses 6.4 and 6.5 and/or the indemnity contained in Clause 8 or operate to reduce any amount recoverable there under. It shall not be a defense to any claim that the Purchaser ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such claim;
- That the Subject Plot was owned by Sarvshri Pandit Mohan Lal; and Mr. Tika (ii) Ram, and thereafter, the Subject Plot was validly and absolutely transmitted to the following: (1) legal heirs of Late Tika Ram namely (i) Mrs. Sharda Devi; (ii) Mr. Jayanti Pershad; (iii) Satish Chand; (iv) Mr. Hari Mohan; (v) Mr. Chander Mohan; and (vi) Mr. Kailash Chander, ("Tika Ram LRs") and (2) legal heirs of Late Mr. Mohan Lal namely (i) Mr. Jagdish Sharma; (ii) Mr. Ashok Sharma; (iii) Mr. Sunil Sharma; and (iv) Mr. Praveen Sharma ("Mohal Lal LRs"). The Tika Ram LRs and Mohan Lal LRs have validly executed and registered sale deeds in favour of (i) Mr. N.D. Taneja son of Late Mr. GD Taneja, Mr. D.N. Taneja son of Late Mr. GD Taneja, Mr. Ravinder Kumar, Mr. Kamal Kumar, Mr. Pawan Kumar, Mr. Lajpat Rai Taneja, K.K. Taneja HUF, and Late. Hemant Kumar. Upon registration of the said sale deeds, Tika Ram LRs and Mohan Lal LRs were left with no rights, title and interest in the Subject Plot. Mr. N.D. Taneja son of Late Mr. GD Taneja, Mr. D.N. Taneja son of Late Mr. GD Taneja, Mr. Ravinder Kumar son of Narain Das Taneia, Mr. Kamal Kumar son of Rattan Chand (D.N. Taneja), Mr. Pawan Kumar son of Late Gopal Chand, Mr. Lajpat Rai Taneja son of Late Mr. Krishan Kumar, K.K. Taneja HUF through Karta Shri Lajpat Rai son of Late Krishan Kumar, and Mrs. Alka Taneja wife of Late Mr. Hemant Kumar, collectively sold their 50% (fifty percent) undivided share along with proportionate leasehold rights in the Subject Plot in favour of the Confirming Party. The members of Taneja Family viz. ND Taneja, Ravinder Kumar, Pawan Kumar, Abhishek Taneja, Ishaan Taneja, Bindu Anand, Mr. Lajpat Rai Taneja have validly relinquished, released, transferred all their rights, title and interest in the Subject Plot in favour of the Sellers and the Confirming Party and none of the said Taneja Family members or their respective legal heirs are left with any rights, title and/or interest in the Subject Plot;

For S.K. PROMOTERS Godrej Projects North LLF

Seller-1 Seller-2 Confirming Party Purchaser



- (jj) The Sellers have represented that the original of (a) Sale deed executed by Pandit Sri Ram Sarvaria in favour of Bengali Mall in the year 1927, (b) Sale deed dated June 12, 1990 bearing document no. 3865, executed by Mr. Satish Chander in favour of Ravinder Kumar and (c) Sale deed dated June 12, 1990 bearing document no. 3871, executed by Kailash Chander in favour of Ravinder Kumar are missing and are not in their custody. The Sellers agree and undertake that in case original of the said sale deeds are found then the Sellers shall immediately hand over the same to the Purchaser;
- (kk) The Sellers have represented that the conveyance deed dated April 29, 2015, executed by L&DO in favour of the Sellers and the Confirming Party with respect to the Subject Plot states that the area of the Subject Plot as per Indenture of Perpetual Lease dated February 7, 1920 was 0.99 acres (4791 square yards), however the actual area of the Subject Plot as conveyed under the said conveyance deed is only 4235 square yards; and
- (ll) The Sellers and the Confirming Party have already obtained requisite approval / no objection certificate from Government Authority for cutting trees situated on the Subject Plot and the trees have already been removed from site in consonance with the said approval / no objection certificate.
- 7.2. The Purchaser hereby represents and warrants to the Sellers, and the Confirming Party that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Sale Deed:
 - (a) The Purchaser is a limited liability partnership, duly incorporated under LLP Act, 2008, and is validly existing and in good standing, under the Laws of India;
 - (b) The Purchaser has full capacity, power and authority to, and has obtained all necessary approvals to enter into and to observe and perform this Sale Deed. Each of the Persons executing this Sale Deed on behalf of the Purchaser, has full capacity and authority to sign and execute this Sale Deed on behalf of the Purchaser; and
 - (c) The execution, delivery and consummation of this Sale Deed and/ or any of the other documents or instruments to be executed under or pursuant to this Sale Deed will not conflict with, violate, result in or constitute a breach of or a default under, (A) any applicable Law and approvals by which the Purchaser, is bound or affected, and/ or (B) LLP Agreement of even date and/ or (C) any contract by which the Purchaser is bound.

For S.K. PROMOTERS Godrej Projects North LLP
Partner
Confirming Party
Purchaser

Seller-1



8. INDEMNITY

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 and the Confirming Party do hereby, jointly and severely, agree to indemnify, defend and hold the Purchaser and its directors, officers, representatives and employees ("Indemnified Party") hold 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 indirect or consequential damages/ losses) which may be incurred or suffered by the Indemnified Party or which may arise or occur or be taken or sought against the Indemnified Party 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 and/or any Title Risk and/or Approval Risk emanating on the Project / Subject Plot. The liability of the Confirming Party 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.

9. **JURISDICTION**

This Sale Deed shall be subject to laws of India and relevant courts in Delhi 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 shall be 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

For S.K. PROMOTERS

Godrej Projects North LLP

Authorized Signatory

Seller-1

Seller-2

Confirming Party

Purchaser



acknowledgement: or (c) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

If to the Sellers:

Address:

11, Vandana Building, Upper Ground Floor, Tolstoy Marg, New Delhi

110001

Attention:

Mr. Kamal Taneja

Email:

kamal.taneja@tdiinfracorp.com

If to Purchaser:

Address:

3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurgaon -

122002

Attention:

Mr. Gaurav Pandey

Email:

pandey.gaurav@godrejproperties.com

If to the Confirming Party:

Address:

3/5948, Hardhyan Singh Road, Karol Bagh, New Delhi-110005

Attention:

Mr. Prithpal Singh

Email:

manojsharma.69@gmail.com

12. SUPERSEDE AND ENTIRE UNDERSTANDING

This Sale Deed, along with all the schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings, communications and correspondence including the agreement to sell 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 Sellers' Share in Subject Plot 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, do all such acts, deed and things as may be required by the Purchaser in relation to the Sellers' Share in Subject Plot 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 Purchaser as may be required.
- 13.2. The Parties have executed this Sale Deed without any pressure, duress, influence, coercion from any side.

For S.K. PROMOTERS

Godrej Projects North LLP

Partner

Seller-1

Seller-2

Confirming Party

Purchaser

Page 21 of 29

SEAL OF

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

Signed and delivered by SELLER-1

Seller-1

Signed and delivered by SELLER-2

For and on behalf of M/s SK PROMOTERS	For and on behalf of GODREJ PROJECTS NORTH LLP
For S.K. PROMOTERS Partner Prithipal Singh Partner	Digvijay Yadav Authorized Signatory
Name: Aditya Rungta Address: 11, Vandana Buidg Tolstoy Masg, Cup. New Delhi-110001, AD-393737015123	Name: GAURAU SACHDEVA S O RIK SACHD Address: 38 HAUSEEVAN WHAR HID IT AD-SOTS 69452329

Confirming Partner

zed Signatory

Reg. No.

Reg. Year

Book No.

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2021-2022

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Witness

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DEVKI NANDAN TANEJA , KAMAL TANEJA , S K PROMOTERS THROUGH PRITHIPAL SINGH

IInd Party

GODREJ PROJECTS NORTH LLP THROUGH DIGVIJAY YADAV

Witness

ADITYA RUNGTA, GAURAV SACHDEVA

Certificate (Section 60)

Registration No.11,814

in Book No.1 Vol No 8,114

on page 12 to 40 on this date

and left thumb impressions has/have been taken in my presence.

day Monday

Sub Registrar VII

New Delhi/Delhi

Date 06/12/2021 15:59:32



SCHEDULE-I

DESCRIPTION OF SUBJECT PLOT

Land admeasuring 0.875 acres situated at 88/1-A, Lady Harding Road (also known as 14 Lady Harding Road), New Delhi, bounded as under:

On the North by

: Doctors Lane

On the South by

: Shaheed Bhagat Singh Marg formerly known as Lady Harding Road

On the East by

: Shops

On the West by

: All India S. S Jain Conference Bhawan built up on Plot No. 12

Seller-1

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For S.K. PROMOTERS

Confirming Party

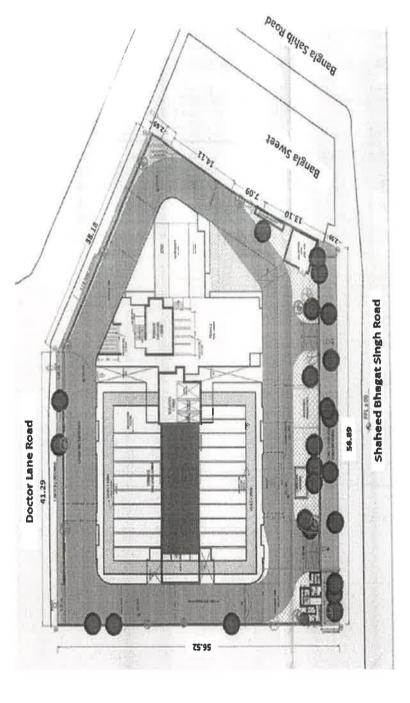
Godrej Projects Norm LLP

Authorized Signator

Purchaser



SCHEDULE-II DEMARCATION OF SUBJECT PLOT



For S.K. PROMOTERS Godrej Brojects North LL Authorized Signatory Purchaser Confirming Party Seller-2 Seller-1

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SCHEDULE-III LIST OF ANTECEDENT AND CURRENT TITLE DEEDS AND MUTATIONS

S. No.	Particulars	Document Type
1,	Perpetual Lease Deed dated February 07, 1920, registered as document bearing No. 1035, in Additional Book No. I, Volume No. 5, pages 379 to 386 on March 18, 1920, executed by the Secretary of State for Indian Council in favour of Pandit Sri Ram Sarvaria.	
2.	Deed of Partition and Family Arrangement dated January 01, 1955, executed amongst Satish Chand, Suresh Chand, Master Sumesh Chand, Master Subhash Chand and Gunwati Devi, registered as document No. 1290, in Additional Book No. I, Volume 2937, pages 20 to 67, on March 14, 1955.	
3,	Sale deed dated September 12, 1961, bearing document No. 7133, in Book No. I, Volume No. 709 on pages 298 to 304, on September 25, 1961, executed by Satish Chand Gupta and Suresh Chand Gupta, in favour of Raghbir Singh.	
4.	Sale Deed dated May 13, 1963, registered as document bearing No. 3539, in Additional Book No. I, Volume No. 977, on pages 146 to 151, on May 17, 1963, executed by Raghbir Singh in favour of Diwan Singh.	
5.	Sale deed dated August 31, 1965, bearing document No. 6427, in Book No. 1, Volume No. 1403, on pages 160 to 167, on October 06, 1965, executed by Dr. Diwan Singh, in favour of (i) Sarvshri Pandit Mohan Lal; and (ii) Tika Ram.	
6.	Sale deed dated June 08, 1990 bearing document no. 3795, executed by Ashok Sharma in favour of N.D. Taneja.	
7.	Sale deed dated June 12, 1990 bearing document no. 3882, executed by Sunil Sharma, in favour of N.D. Taneja.	
8.	Sale deed dated June 08, 1990 bearing document no. 3792, executed by Praveen Sharma, in favour of D.N. Taneja.	
9.	Sale deed dated June 12, 1990 bearing document no. 3878, executed by Jagdish Sharma, in favour of D.N. Taneja.	
10.	Sale deed dated June 08, 1990 bearing document no. 3797, executed by Ashok Sharma in favour of Kamal Kumar.	
11.	Sale deed dated June 12, 1990 bearing document no. 3883, executed by Sunil Sharma in favour of Kamal Kumar.	
12.	Sale deed dated June 08, 1990 bearing document no. 3796, executed by Ashok Sharma in favour of Pawan Kumar.	
13.	Sale deed dated June 12, 1990 bearing document no. 3884, executed by Sunil Sharma in favour of Pawan Kumar.	
14.	Sale deed dated June 12, 1990 bearing document no. 3873, executed by Sunil Sharma in favour of KK Taneja HUF.	Original

For S.K. PROMOTERS Godrej Projects North LLP

Seller-1 Seller-2 Confirming Party Purchaser



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15,	Sale deed dated June 12, 1990 bearing document no. 3874, executed by Praveen Sharma in favour of KK Taneja HUF.	Original	
16.			
17.			
18.			
19.			
20.	Sale deed dated June 12, 1990 bearing document no. 3877, executed by Ashok Sharma in favour of Lajpat Rai Taneja.		
21.	Sale deed dated June 12, 1990 bearing document no. 3872, executed by Sunil Sharma in favour of Lajpat Rai Taneja.		
22.			
23.	Sale deed dated October 16, 1990 bearing document no. 6714, executed by Jagdish Sharma in favour of Lajpat Rai Taneja.	Original	
24.	Sale deed dated June 08, 1990 bearing document no. 3794, executed by Praveen Sharma in favour of Hemant Kumar.	Original	
25.			
26.	Sale deed dated May 21, 1990 bearing document no. 3290, executed by Hari Mohan in favour of ND Taneja.		
27.	Sale deed dated May 21, 1990 bearing document no. 3291, executed by Sharda Devi in favour of ND Taneja.		
28.	Sale deed dated June 12, 1990 bearing document no. 3896, executed by Chander Mohan in favour of ND Taneja.	Original	
29.	Sale deed dated June 12, 1990 bearing document no. 3864, executed by Satish Chander in favour of DN Taneja.	Original	
30.	Sale deed dated June 12, 1990 bearing document no. 3868, executed by Jayanti Prasad in favour of DN Taneja.	Original	
31.	Sale deed dated June 12, 1990 bearing document no. 3870, executed by Kailash Chander in favour of DN Taneja.	Original	
32.	Sale deed dated May 21, 1990 bearing document no. 3292, executed by Hari Mohan in favour of Kamal Kumar.	Original	
33.	Sale deed dated May 21, 1990 bearing document no. 3293, executed by Sharda Devi in favour of Kamal Kumar.	Original	
34.	Sale deed dated June 12, 1990 bearing document no. 3894, executed by Chander Mohan in favour of Kamal Kumar.	Original	
35.	Sale deed dated May 21, 1990 bearing document no. 3294, executed by Sharda Devi in favour of Pawan Kumar.	Original	
36,	Sale deed dated May 21, 1990 bearing document no. 3295, executed by	Original	

For S.K. PROMOTERS

Seller-1

Seller-2

Confirming Party

Partner

Purchaser



N.H.A.

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	Hari Mohan in favour of Pawan Kumar.	
37.	Sale deed dated June 12, 1990 bearing document no. 3895, executed by	Original
	Chander Mohan in favour of Pawan Kumar.	Original
38.	Sale deed dated June 12, 1990 bearing document no. 3865, executed by	Certified
	Satish Chander in favour of Ravinder Kumar.	true copy
39.	Sale deed dated June 12, 1990 bearing document no. 3867, executed by	Original
	Jayanti Prasad in favour of Ravinder Kumar.	
40.	Sale deed dated June 12, 1990 bearing document no. 3871, executed by	Certified
	Kailash Chander in favour of Ravinder Kumar.	
41.	Sale deed dated June 12, 1990 bearing document no. 3863, executed by	true copy Original
	Satish Chander in favour of Hemant Kumar.	
42.	Sale deed dated June 12, 1990 bearing document no. 3866, executed by	Original
	Jayanti Prasad in favour of Hemant Kumar.	o i i gi i i i
43.	Sale deed dated June 12, 1990 bearing document no. 3869, executed by	Original
	Kailash Chander in favour of Hemant Kumar.	Original
44.	Sale deed dated March 12, 2008, registered as document No. 4697,	Original
	executed by N.D. Taneja; D.N. Taneja; Ravinder Kumar; Kamal Kumar;	Original
	Pawan Kumar; Lajpat Rai Taneja; K.K. Taneja HUF; and Alka Taneja, in	
	favour of M/s SK Promoters.	
45.	Relinquishment Deed dated September 20, 2010, bearing document no.	Original
	15546, executed by Bindu Anand in favour of her brother namely Lajpat	Original
	Rai Taneja.	
46.	Relinquishment Deed dated October 28, 2010, bearing document no.	Original
	18118, executed by Bindu Anand in favour of her brother namely Lajpat	
	Rai Taneja.	
47.	Relinquishment Deed dated September 20, 2010, bearing document no.	Original
	15547, executed by Abhishek Taneja in favour of his mother namely Alka	Original
	Taneja.	
48.	Relinquishment Deed dated October 28, 2010, bearing document no.	Original
	18119, executed by Abhishek Taneja in favour of his mother namely Alka	Original
	Taneja.	
49.	Relinquishment Deed dated November 16, 2010, bearing document no.	Original
	19312, executed by Abhishek Taneja in favour of his mother namely Alka	Original
	Taneja.	
50.	Relinquishment deed dated September 18, 2013, bearing document no.	Original
	23686, executed by Pawan Taneja in favour of Kamal Kumar Taneja.	Original
51.	Relinquishment deed dated June 21, 2013, bearing document no. 18059,	Original
	executed by Ishan Taneja in favour of DN Taneja.	Original
52.	Relinquishment deed dated April, 2013, bearing document no. 16715,	Original
12	executed by Ravinder Kumar in favour of Kamal Kumar Taneja.	Onginal
53.	Relinquishment deed dated April 25, 2013, bearing document no. 16713,	Original
-	executed by Lajpat Rai Taneja in favour of DN Taneja.	Original
54.	Relinquishment deed dated April 25, 2013, bearing document no. 16712,	Oninima1
1	, bearing document no. 16/12,	Original

For S.K. PROMOTERS

| Seller-1 | Seller-2 | Confirming Party | Purchaser | Pur



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	executed by Alka Taneja in favour of DN Taneja	
55.	Relinquishment deed dated April 25, 2013, bearing document no. 16714, executed by ND Taneja in favour of Kamal Kumar Taneja. Conveyance Deed dated April 29, 2015, bearing document No. 7441, executed by President of India in favour of M/s. S.K. Promoters, Kamal	
56.		
57.	Kumar Taneja and D.N. Taneja. Partition Deed dated 27.11.2015 entered between M/s. S.K. Promoters,	Original
J 1(0)	Kamal Kumar Taneja and D.N. Taneja	Ongmai
58.	Rectification Deed dated November 29, 2021 bearing registration no.11373 executed by N.D. Taneja; D.N. Taneja; Ravinder Kumar; Kamal Kumar; Pawan Kumar; Lajpat Rai Taneja; K.K. Taneja HUF; and Alka Taneja, in favour of M/s SK Promoters	Original
59.		

For S.K. PROMOTERS Godrej Projects North LLP

Partner
Seller-1
Seller-2
Confirming Party
Purchaser



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SCHEDULE-IV DETAILS OF EXISTING APPROVALS

- 1. No objection certificate for cutting trees on the Subject Plot has been obtained from the Forest Department, Delhi vide letter number R-No-1217/to(s)/TC-felling/2015-16/1767 dated 17.07.2020 from office of the Dy. Conservator of Forest South
- 2. Permission to demolish the existing structure on the Subject Plot has been duly obtained by the Sellers from Department of Architecture & Environs, NDMC vide letter bearing no. CA/BP/14, Lady Harding Road. New Delhi/D-0105 dated January 01, 2021.
- 3. Building Plan sanctioned vide letter number CA/BP/14, Lady Hardinge Road, New Delhi/D-0105 Dated 01/01/2021. Plans are valid till 31.07.2025
- 4. Fire safety approval by Delhi Fire Service received vide letter dated February 18, 2020 bearing no. F6/DFS/MS/BP/2020/74, issued by the Delhi Fire Service, New Delhi in favour of The Chief Architect, New Delhi Municipal Council
- 5. Approval issued by Delhi Urban Art Commission vide letter dated April 20, 2020 bearing ULB Code no. NDMC_BP_0039_19- 20_Sub_2_F, issued by the Delhi Urban Art Commission in favour of the NDMC, whereby the proposal for proposed group housing project over the Subject Plot was approved
- 6. Land and Development office NOC received vide letter number L&DO/L1/9/148(20)/243 Dated 10/12/2020
- 7. Electricity approval received vide letter number C-2345/EEP/DES/48 DATED 27.01.2020
- 8. Approval for set up of Electric Sub-Station received vide letter dated December 31, 2019, bearing no. C-2345/EEP/DES/528 issued by the Electric Planning Division, NDMC

For S.K. PROMOTERS

Partner

Seller-1

Seller-2

For S.K. PROMOTERS

Partner

Authorized Signatory

Purchaser



FORM-A

<u>[S</u>	ee R	iles 5 of the Delhi Stamp (prevention of Undervaluation of Instruments) Rules.2007]			
1,	Nam	Name of office of Registrar/ Sub-Registrar SR-VII INA			
2.	Name	& Father's name of the transferor DEVKI NONDON TONESO AND STHERS			
3.	Addr	ess of the transferor 2, JOR BORU DELWI & Father's name of the transferee GODRE) PROJECTS NORTH LLP			
4,	Name	& Father's name of the transferee GODRE) PROJECTS NORTH LLP			
5.	Addr	Address of the transferee GODRD ONE SH FLYOK PIROJ SHONDROK EDITEM EXPRESS HIGHWAY VIKHROLI (EBST) MUMBER - 400079			
6.	If the	property was transferred earlier'(Yes/NO):			
	(a) If	yes, amount of consideration thereof: www.news.news.news.news.news.news.news.n			
7.	Amou	int of consideration of the present transfer			
8.					
Ã.	In ca	se of agricultural land :			
	(1)	Name of the Revenue Estate :			
	(11)	Name of village:			
	(iii)	Khasra number (S)			
	(iv)	Area of land under transfer (in hect/sq.mtr.):			
		(1 Acre=sq.mtr., 1 Bigha=sq.mtr. 1 Bigha=sq.mtr.)			
B.	In cas	se of non –agricultural land:			
	(1)	Location of the property: 88/1-A LOOY WORDINGE ROOD KNOWN AS-14 Name of the colony/locality: LODY HORDINGE ROOD NOD			
	(a)	Name of the colony/locality:			
	(b)	SI. No of the colony/locality in the list colonies. Localities :			
	(c)	Category of the colony/locality :			
		name of colony / locality is not included in the list of colonies / localities, the category, of the nearest //locality may be mentioned).			
	(H)	Area (in sq. mtr.); 3540,46 See MTR			
	(111)	Land use* Residential			
	*(Fill	the corresponding value of the following land uses as applicable in your case)			
	(a) R	esidentiai + 1			
	(b) G	ovt. Public purpose – 1			
	(c) Pr	ivate public purpose (e.g. private school, colleges, hospitals)			
	(d) Industrial – 2				
	(e) C	immercial 3			
	(IV)	Land Mark, if any, with the help of which the			
		Property can be located:			
		Projects North LLP Contd.			
G	odre	Projects No.			
		TOUR PROMOTE !			
		Author gnatory Follow			
		Author Signatory For S.K. PROMOTERS Author Signatory For S.K. PROMOTERS			
		baug			

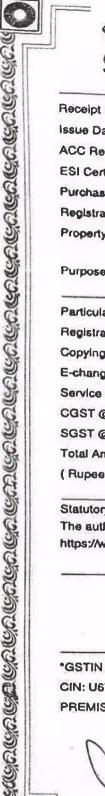


C. In c	ase of built up property other than flats.	
(1)	Total area to the Plot = 3540.46 So	MTR
(li)	Land use*:	Residential
	*(Fill the corresponding value of the following land uses as applicable in	
	a Residential - 1	
	b. Govt. Public purpose - 1	
	c. Private public purpose (e.g. private school, colleges, hospitals)	
	d, Industrial - 2	
	e. Commercial - 3	
(iii)	Total plinth area of the property (in sq. mtp.):	99 855567 8 65888 8 55888 8 55 8 8 8 8 9 5 5 5 5 5 5
(iv)	Plinth area under transfer (in sq. mtr.):	
(v)	Year of construction:	
(vi)	Nature of contraction*:	
*(In case	e of colonies falling in categories 'G' and 'H', please mention the correspond	ling value of the following type of
structure	applicable in your case :	
	Pucca + 1.0	
	Semi-pucca - 0.75	
	Katoha - 0.5	
D. In ca	se of Flats:	
(1)	Constructed by DDA/Co-operative Group Housing	
	Society (CGHS)/Private builder:	
(ii)	Plinth area of the flat (in sq. mtr.):	
(iii)	Whether number of storey's in the building	
	Of your flat exceed four or not (Yes/No):	For S.K. PROMOTE
	(Who was all of or)	L' Bours
	Nam	& Signature of the Transferding
	VERFICATION	
	I, DEVEL NONDON TONELO AND OTHERS	
	What is stated above is true to the best of my knowledge and belief.	emply declare that
God	revertied today, this 2 Ad day of Disc sme 20	P.A
	M WOOD LLP	For SA PROMOTERS
Si	gnature of Transferee	Signature of Transferor
	ricario ized Signator,	Partne
	de and	•
	a facility of the second	

For SJC Prioring raps



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Government of National Capital Territory of Delhl e-Registration Fee Receipt

Receipt No.

DL1674823374340

Issue Date

03-DEC-2021 16:10

ACC Reference

SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE

ESI Certificate No.

IN-DL58814360013858T

Purchased By

GODREJ PROJECTS NORTH LLP

Registration Fees Paid By

GODREJ PROJECTS NORTH LLP

Property Description

PROPERTY NO.88/1-A LADY HARDINGE ROAD KNOWN AS 14

LADY HARDINGE ROAD NEW DELHI

Purpose

Article 23 Sale

Particulars.

Amount (Rs.)

Registration Fee

₹1,20,58,864.00

Copying Fees

E-change of Name Fee - South DMC

T100.00

Service Charges

₹1,000.00

CGST@9% *

₹30.00

SGST @ 9 % *

73.00

Total Amount

₹3.00 ₹1,20,60,000.00

(Rupees One Crore Twenty Lakh Sixty Thousand Only)

Statutory Alert: This is a receipt of fees collected and should not be treated as receipt of Registration. The authenticity of e-Registration Fee Receipt can be be verified at website i.e. https://www.shcilestamp.com/Registration/.



*GSTIN Number: 07AABCS1429B1ZW

PAN: AABCS1429B

CIN: U67190MH1986GO1040506

SAC: 998599

PREMISES: IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

For S.K. PROMOTERS

orized Signatory



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