

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 28/11/2018

Certificate No. G0282018K1844

GRN No. 41930250



Stamp Duty Paid : ₹ 500
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Eventual Builders Pvt Ltd

H.No/Floor : M11

Sector/Ward : M11

LandMark : Middle circle

City/Village : Cp

District : New delhi

State : Delhi

Phone: 9810801414

Others : Saraswati kunj infrastructure pvt ltd pbtp



Buyer / Second Party Detail

Name : Joyville Shapooji housing Pvt Ltd

H.No/Floor : 41/44

Sector/Ward : 41/44

LandMark : Sp centre minoo desai marg

City/Village: Colaba

District : Mumbai

State : Maharashtra

Phone : 9811215950

Purpose : CONFIRMATION DEED

16.11/29/11/18

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

CONFIRMATION DEED

5358

This Confirmation Deed ("this Deed") is made and entered at Gurugram on this 29th day of November, 2018 ("Execution Date").

BETWEEN

EVENTUAL BUILDERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi 110 001, hereinafter referred to as "**Vendor No.1**" through its authorized signatory Mr. Siddhant Yadav (**AADHAAR No. 4746 1027 7551 and PAN ANCPY9145R**) duly authorized vide a board resolution dated 26.11.2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest) of the First Part;

AND

SARASWATI KUNJ INFRASTRUCTURE PRIVATE LIMITED, company incorporated under the Companies Act, 1956 and having its registered office at M-11,



For Eventual Builders Pvt. Ltd

Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



डीड संबंधी विवरण

डीड का नाम TARTIMA

तहसील/सब-तहसील कादीपुर

गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 0 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : g0282018k1844

स्टाम्प की राशि 500 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

पेस्टिंग शुल्क 3 रुपये

Drafted By: T C KHATANA ADV

Service Charge:200

यह प्रलेख आज दिनांक 29-11-2018 दिन गुरुवार समय 4:13:00 PM बजे श्री/श्रीमती /कुमारी

Eventual Buildes Pvt Ltd Etethru Siddhant YadavOTHER निवास M 11 Middle Circle Connaught Circus New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

Eventual Buildes Pvt Ltd Etc



उप/सयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Joyville Shapoorji Housing Pvt Ltd thru Thru Vineet SalujaOTHER हाजिर है ।

प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता --- निवासी Adv GGM

व श्री/श्रीमती /कुमारी T C Khatana पिता ---

निवासी Adv GGM ने की ।

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

उप/सयुक्त पंजीयन अधिकारी(कादीपुर)

Middle Circle, Connaught Circus, New Delhi 110 001, hereinafter referred to as **"Vendor No.2"** through its authorized signatory Mr. Siddhant Yadav (AADHAAR No. 4746 1027 7551 and PAN ANCPY9145R) duly authorized vide a board resolution dated 26.11.2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest) of the Second Part;

For the sake of brevity, Vendor No. 1 and Vendor No. 2 are hereinafter collectively referred to as the **"Vendors"**.

AND

JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at SP Center, 41/44, Minoo Desai Marg, Colaba, Mumbai-400004, hereinafter referred to as **"Purchaser"** through its authorized signatory Mr. Vineet Saluja (AADHAAR No. 5537 9982 2887 and PAN ABIPS7379B) duly authorized vide a board resolution dated 20 Nov 2018 (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 Third Part;

AND

BPTP LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi 110 001, hereinafter referred to as **"BPTP"** through its authorized signatory Mr. Siddhant Yadav (AADHAAR No. 4746 1027 7551 and PAN ANCPY9145R) duly authorized vide a board resolution dated 28.11.2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest) of the Fourth Part.

The Vendors, the Purchaser and BPTP each are hereinafter individually called a **"Party"** and collectively referred to as **"Parties"**.

Capitalized terms and expressions used herein and not specifically defined herein shall have the same meaning as set out in the Sale Deed (*defined below*).

WHEREAS:

- A. By and under a Sale Deed dated June 21, 2018 (**"Sale Deed"**) registered with the Office of the Sub-Registrar of Assurances at Kadipur under Serial No.1559 and executed by and between the Vendor No. 1 (*therein referred to as the*

For Eventual Builders Pvt. Ltd

2

For Saraswati Infrastructure Pvt. Ltd.

Director/ Auth. Signatory

Director/Authorised Signatory



Reg. No.

Reg. Year

Book No.

5358

2018-2019

1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता : thru Siddhant Yadav OTHER Eventual Buildes Pvt Ltd

Etc _____

दावेदार : thru Thru Vineet Saluja OTHER Joyville Shapoorji Housing Pvt

Ltd _____

गवाह 1 :- Shiv Kumar _____

गवाह 2 :- T C Khatana _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5358 आज दिनांक 29-11-2018 को बही नं 1 जिल्द नं 197 के पृष्ठ नं 189.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 221 के पृष्ठ संख्या 61 से 63 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 29-11-2018

उप/सयुक्त पंजीयन अधिकारी(कादीपुर)

vendor no. 1 of the one part), Vendor No. 2 (therein referred to as the vendor no.2 of the second part), the Purchaser (therein referred to as the purchaser of the third part) and BPTP (therein referred to as BPTP of the fourth part), (i) the Vendor No. 1 has granted, sold, conveyed, transferred and assured to and unto the Purchaser all its respective right, title and interest in respect of Project Land 1, Project Land 2, Project Land 3, Project Land 5 and Project Land 6 delineated in **red** colour boundary line on the Plan hereto annexed and marked as **Annexure "A"** and (ii) the Vendor No. 2 has granted, sold, conveyed, transferred and assured to and unto the Purchaser all its respective right, title and interest in respect of Project Land 4 and delineated in **blue** colour boundary line on the plan hereto annexed and marked as **Annexure "A"**, collectively referred to as the **Project Land** and more particularly described in the **Schedule 1** hereunder written and all transfers being free from any encumbrances and reasonable doubts, subject to terms and conditions contained therein and BPTP confirming such sale, transfer and conveyance of Project Land in favour of the Purchaser at or for the total consideration of a total sum of INR 224,52,00,003/- (Indian Rupees Two Hundred Twenty Four Crore Fifty Two Lakh and Three Only) ("**Total Consideration**"). Upon execution of the Sale Deed, revenue records have been duly updated recording Purchaser's name as owner of the Project Land. Schedule 1 describing the Project Land also includes the killa numbers as existing prior to mutation.

- B. The Parties had agreed that upon the Vendors and BPTP fulfilling the Conditions Precedent as set out under the Sale Deed, the Parties shall undertake certain actions/ transaction within the time period prescribed under the Sale Deed including depositing and transfer of Tranche 2 Consideration and Tranche 3 Consideration and release of undated cheques corresponding to and equivalent to the value of the said tranches by the Escrow Agent to the Purchaser, release and handing over of original Sale Deed and other title documents in relation to the Project Land by the Escrow Agent to the Purchaser and execution and registration of the confirmation / supplemental sale deed in respect of the Project Land.
- C. Accordingly, in compliance with the terms of the Sale Deed, (i) the Vendors and BPTP have fulfilled Condition Precedent I i.e. Vendors and BPTP have obtained Final Approval dated June 29, 2018 and (ii) the Vendors and BPTP have fulfilled Condition Precedent II i.e. Vendors and BPTP have obtained Building Plan Approvals vide Memo No. ZP-1257/AD(RA)/2018/31334 dated November 12, 2018, in the manner contained in the Sale Deed.



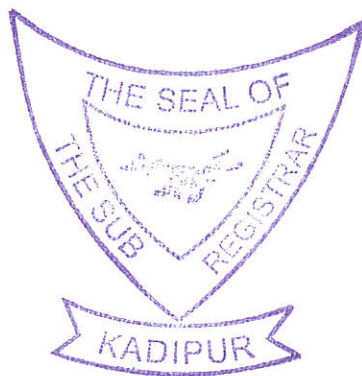
For Eventual Builders Pvt. Ltd.

Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory





D. The Vendors and BPTP confirm that from and out of the Total Consideration:

- (i) **(a)** Tranche 1A Consideration being a sum of INR 28,17,11,416/- (Indian Rupees Twenty Eight Crore Seventeen Lakh Eleven Thousand and Four Hundred and Sixteen only) *(which includes INR 40,41,360 towards tax deducted at source)*, **(b)** Tranche 2 Consideration being a sum of INR 139,58,63,999/- *(which includes INR 1,39,58,639 towards tax deducted at source)* and **(c)** Tranche 3 Consideration i.e. a sum of INR 44,52,00,003/- (Indian Rupees Forty Four Crore Fifty Two Lakh and Three only) *(which includes INR 44,52,000 towards tax deducted at source)* being the balance and full and final consideration payable by the Purchaser to the Vendors under the Sale Deed, have been deposited by the Purchasers with the Escrow Agent and the Escrow Agent has transferred the same along with interest accrued thereon to the following accounts (designated and approved bank accounts under the Revised Consent Order) of the Vendors *(the payment and receipt whereof the Vendors and BPTP do hereby admit and acknowledge, and of and from the same and every part thereof, doth forever acquit, release and discharge the Purchaser with respect to the Total Consideration)*:

S. No.	Name of the Party	Bank Account Number	Bank Name
1	Vendor No. 1	09871131002000	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
2	Vendor No. 2	09871131001843	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram

- (ii) Tranche 1B Consideration amounting to INR 12,24,24,585/- (Indian Rupees Twelve Crore Twenty Four Lakh Twenty Four Thousand Five Hundred Eighty Five only) has been paid by the Purchaser directly to the relevant authority (on behalf of and as requested and confirmed by the Vendors and BPTP) in terms of Clause 1.1(a)(ii) of the Sale Deed.

E. The Vendors and BPTP further confirm and represent as under:

For Eventual Builders Pvt Ltd

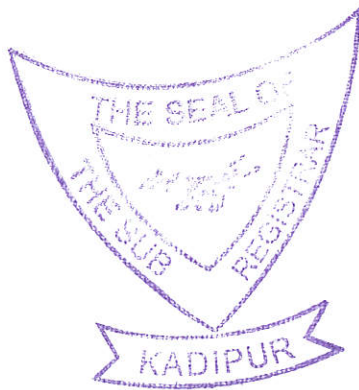


Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/ Authorised Signatory





- (i) that the Purchaser has provided challans to the Vendors in respect of the tax deducted at source under the applicable law from Tranche 1A Consideration, Tranche 2 Consideration and Tranche 3 Consideration;
- (ii) that as confirmed by BPTP vide its email of June 13, 2018 addressed to the Purchaser, no claims have been received pursuant to issuance of the Public Notice;
- (iii) after receipt of the Final Approval, the Purchaser has reimbursed to the Vendors/ BPTP, Administrative Charges and other interim payments referred to in Clause 15.3 of the Sale Deed; and
- F. The Purchaser confirms receipt of (i) original title documents, a list whereof is set out in **Schedule 3** in relation to the Project Land including the original Sale Deed and (ii) undated cheques corresponding to and equivalent to the value of Tranche 2 Consideration and Tranche 3 Consideration deposited by the Purchaser with the Escrow Agent.
- G. Pursuant to the foregoing and in accordance with the Sale Deed, the Vendors and the Purchaser have now mutually decided to execute and register a confirmation/ supplemental deed (*being this Deed*) in respect of the Project Land to and in favour of the Purchaser, *inter alia*, recording the receipt of payment of the Total Consideration by the Vendors in the manner more particularly set out in this Deed and such other confirmations as are more particularly recorded hereinafter and BPTP confirms the said Deed and the contents hereof.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Purchaser is the sole and absolute owner of and well and sufficiently entitled to the Project Land, free from all encumbrances.
2. The Purchaser has received quiet, vacant and peaceful possession of the Project Land.
3. The Vendors and BPTP hereby agree, record and confirm that the Vendors have, on or prior to the date hereof, received the Total Consideration more particularly set out in **Schedule 2** herein below from the Purchaser and that no amount of any



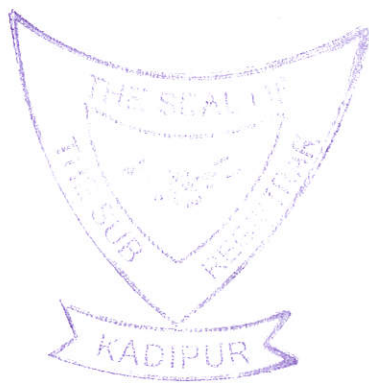
For Eventual Builders Pvt. Ltd

Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory





nature whatsoever is due and payable by the Purchaser to the Vendors and/ or BPTP towards the sale and transfer of the Project Land in favour of the Purchaser and/ or under the Sale Deed.

4. The Vendors and BPTP agree, record and confirm that save and except the representation at Clause 12.7 of the Sale Deed, all the representations, warranties, undertakings and covenants of the Vendors under the Sale Deed are valid and absolute provided neither the Purchaser nor any third party (not being a third claiming rights under the Vendors) has committed any act which results in breach of such representations, warranties, etc. made by the Vendor and BPTP, and the Project Land has now been sold, conveyed and transferred absolutely in favour of the Purchaser, free from all encumbrances, charges, demands, and claims of any nature whatsoever.
5. This Deed shall form an integral part of the Sale Deed.
6. The Parties agree and acknowledge that the consideration paid in the Sale Deed shall be treated as consideration for this Deed and no other consideration shall be payable for making the terms of this Deed binding on the Parties and shall not be payable by either Party to the other Party.
7. That, this Deed along with the Sale Deed constitute the entire agreement among the Parties hereto with respect to the subject matter hereof.
8. Any stamp duty and registration fees payable on this Deed shall be borne and paid by the Purchaser alone.

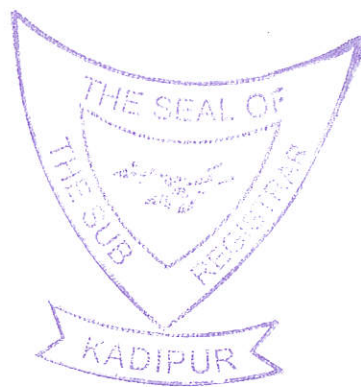
For Eventual Builders Pvt. Ltd.


Director/Authorized Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.


Director/Authorized Signatory





SCHEDULE 1
(Description of the Project Land)

RECT NO.	KILLA NO.	TOTAL AREA	
		Kanal	Marla
55	19	7	7
55	9/2	6	9
55	20/2	1	16
55	12	8	0
55	13/1	1	8
54	4/2 (Old no. 4 min)	7	9
54	5	8	0
54	6	8	0
54	7	8	0
54	18	7	7
55	1/1	2	13
54	13	8	0
54	14	8	0
54	15	8	0
54	16/1	0	7
54	16/2	7	0
54	17	7	7



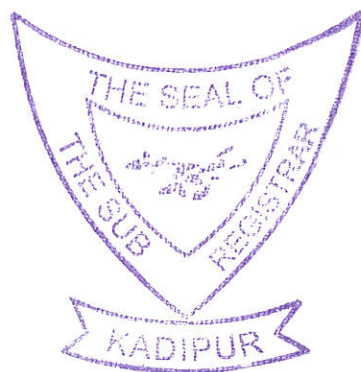
For Eventual Builders Pvt Ltd

[Signature]
Director/ Auth. Signatory

7
For Saraswati Kunj Infrastructure Pvt. Ltd.

[Signature]
Director/Authorised Signatory





RECT NO.	KILLA NO.	TOTAL AREA	
		Kanal	Marla
55	10	8	0
55	11/1	3	11
55	11/2	4	9
55	20/1	5	11
54	12/2/2 (Old no. 12/2 min east north)	3	6
54	19/1 (Old no. 19 min east north)	1	10
54	3/2/2 (Old no. 3/2 min)	1	7
54	8/1 (Old no. 8 min)	7	3
54	9/1 (Old no. 9 min)	0	15
54	12/1/2 (Old no. 12/1 min)	2	9
TOTAL		143	4
TOTAL AREA (in acres)		17.90 ACRES	

For Eventual Builders Pvt Ltd For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/ Auth. Signatory

Director/Authorised Signatory



SCHEDULE 2

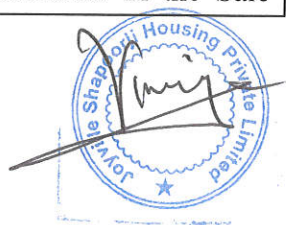
(Details of payment of the Total Consideration)

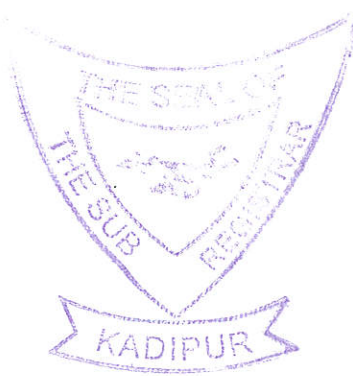
Details of the tranches including TDS (in INR)	Name of the Party	TDS (in INR)	Amount less TDS (in INR)
Tranche 1A - 28,17,11,416	Vendor no. 1	40,41,360	25,49,83,326 by way of Chq no. 77231 dated 20th June, 2018 drawn on Axis Bank (Fund transfer to Escrow A/c and then released to the Vendors bank accounts as per the details mentioned in the Sale Deed)
	Vendor no. 2		2,26,86,729 by way of Chq no. 77231 dated 20th June, 2018 drawn on Axis Bank (Fund transfer to Escrow A/c and then released to the Vendors bank accounts as per the details mentioned in the Sale Deed)
Tranche 1B - 12,24,24,585	Vendor no. 1	-	12,24,24,585 by way of : (a) UTR no.-AXISF18172034274 Rs.5,41,66,142; (b) UTR No. AXISF18172034307 of Rs.5,92,46,495 & (c) UTR NO.AXISF18172034452 of Rs.90,11,948 dated 21st June, 2018 (directly paid to the authorities)
	Vendor no. 2		
Tranche 2 - 139,58,63,999	Vendor no. 1	1,39,58,639	126,89,98,287 by way of Chq no. 77244 dated 4th July, 2018 drawn on Axis Bank (Fund transfer to Escrow A/c and then released to the Vendors bank accounts as per the details mentioned in the Sale



For Eventual Emigrants Ltd. Ltd.

Director/ Auth. Signatory For Saraswati Kung Infrastructure Pvt. Ltd.





Details of the tranches including TDS (in INR)	Name of the Party	TDS (in INR)	Amount less TDS (in INR)
			Deed)
	Vendor no. 2		11,29,07,072 by way of Chq no. 77244 dated 4th July, 2018 drawn on Axis Bank (Fund transfer to Escrow A/c and then released to the Vendors bank accounts as per the details mentioned in the Sale Deed)
Tranche 3 - 44,52,00,003	Vendor no. 1	44,52,000	
	Vendor no. 2		44,07,48,003 by way of Chq no. 549642 dated 29 th November, 2018 drawn on Axis Bank (Fund transfer to Escrow A/c and then released to the Vendors bank accounts as per the details mentioned in the Sale Deed)



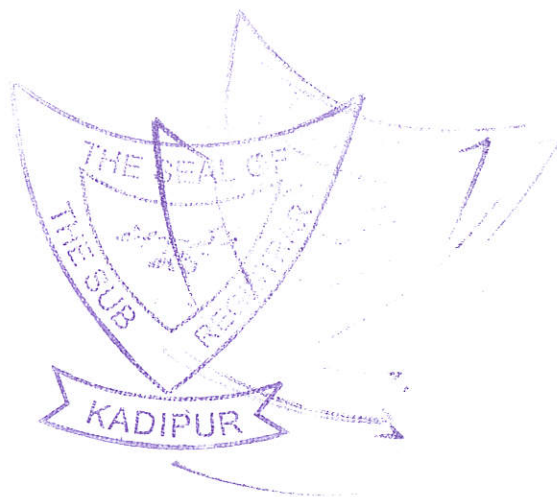
For Eventual Builders Pvt. Ltd.

[Signature]
Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

[Signature]
Director/Authorised Signatory





SCHEDULE 3

(List of the original title documents handed over to the Purchaser)

S. No.	Document	Dated
1.	Sale Deed No. 3992	May 18, 2006
2.	Sale Deed No. 3986	May 18, 2006
3.	Sale Deed No. 3995	May 18, 2006
4.	Sale Deed No. 3989	May 18, 2006
5.	Sale Deed No. 3987	May 18, 2006
6.	Sale Deed No. 3991	May 18, 2006
7.	Sale Deed No. 5859	June 12, 2006
8.	Sale Deed No. 5610	June 8, 2006
9.	Sale deed 13359 dated 22/09/2004	Certified true copy
10.	Sale deed 9012 dated 01/08/2005	Certified true copy
11.	Sale deed 11696 dated 09/09/2005	Certified true copy
12.	Sale deed 8725 dated 26/07/2005	Certified true copy
13.	Sale deed 8726 dated 26/07/2005	Certified true copy
14.	Sale deed 8349 dated 20/07/2005	Certified true copy
15.	Sale deed 8351 dated 20/07/2005	Certified true copy
16.	Sale deed 15644 dated 07/11/2005	Certified true copy
17.	Sale deed 6718 dated 18/12/1992	Certified true copy

[Signature page follows]

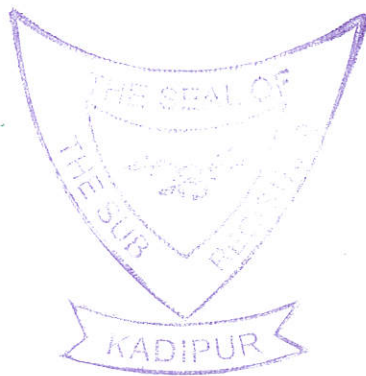
For Eventual Builders Pvt. Ltd For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/Auth. Signatory

Director/Authorised Signatory





IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED

by the within named "Vendor No. 1"

Eventual Builders Private Limited

through its Authorized Signatory

Mr. Siddhant Yadav

authorized vide Board Resolution passed at

meeting of the board of directors on

26.11.2018

in the presence of

For Eventual Builders Pvt Ltd

Director/Auth. Signatory

SIGNED AND DELIVERED

by the within named "Vendor No. 2"

Saraswati Kunj Infrastructure Private Limited

through its Authorized Signatory

Mr. Siddhant Yadav

authorized vide Board Resolution passed at

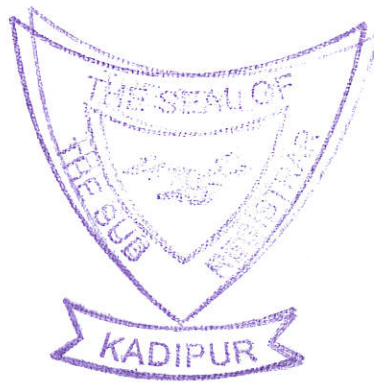
meeting of the board of directors on

26.11.2018

in the presence of

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



SIGNED AND DELIVERED

by the within named **"Purchaser"**

Joyville Shapoorji Housing Private Limited

through its Authorised Executive

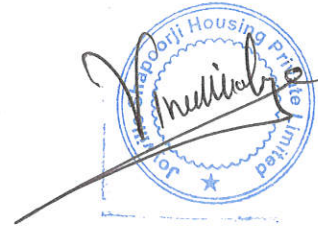
Vineet Saluja

authorized vide Board Resolution passed at

meeting of the board of directors on

20 November 2018

in the presence of



SIGNED AND DELIVERED

by the within named **"BPTP"**

BPTP Limited

through its Authorized Signatory

Mr. Siddhant Yadav

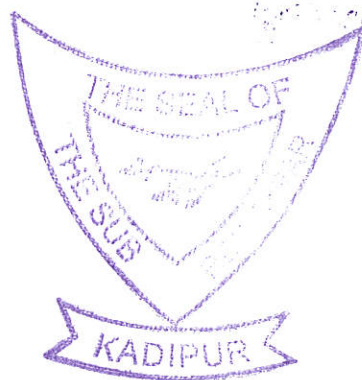
authorized vide Board Resolution passed at

meeting of the board of directors on

28.11.2018

in the presence of





RECEIPT

RECEIVED on or prior to the execution hereof, of and from the within named Purchaser, Total Consideration i.e. a sum of INR 224,52,00,003/- (Indian Rupees Two Hundred Twenty Four Crore Fifty Two Lakh and Three Only) (less applicable TDS), payable by the within named Purchaser to us in terms of the Sale Deed.

WE SAY RECEIVED

For Eventual Builders Pvt. Ltd.


Director/Authorised Signatory

For Vendor No. 1
For Saraswati Kunj Infrastructure Pvt. Ltd.


Director/Authorised Signatory


For Vendor No. 2

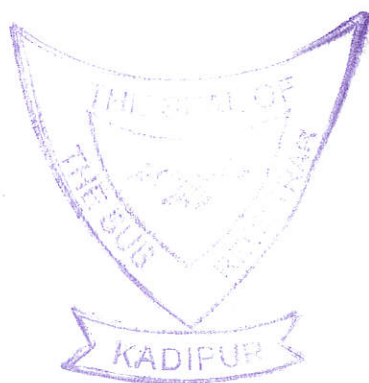

WITNESS: Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

1.

2.


T.C. KHATANA
Advocate
Distt. Court, Gurgaon


Drafted By
T.C. KHATANA
Advocate
Distt. Court, Gurgaon
29/11/18



For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



