

STATE BANK OF INDIA

Sl. No. 455985

GSR / 001

RECEIPT

STATE BANK OF INDIA

महाराजी रोड, गुडगाँव (01565)

Mehrauli Road, Gurgaon (01565)

Code No.

Received a sum of ₹ 106826550/-

(Rupees Ten / Crore / Sixty eight / Lac / twenty / Six / thousand / five Hundred / fifty only)

from Smt. / Shri M3M India Pvt Ltd etc.

sto, d/o, w/o

residing at - Gurgaon

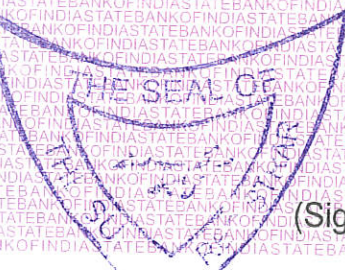
account towards Stamp Duty.

STATE BANK OF INDIA

for credit to Government of Haryana

Date 28 May 2015

Place GURGAON



(Signatures of Authorised Officer)

SALE DEED

- | | | |
|-----------------------------|---|------------------------------------|
| 1. Type of Deed | : | Sale Deed |
| 2. Village/city Name & Code | : | Chauma, Gurgaon |
| 3. Unit Land | : | 186 Kanal 14 Marla (23.3375 Acres) |
| 4. Type of Property | : | Agriculture |
| 5. Transaction Value | : | Rs.152,60,92,801/- |
| 6. Stamp duty | : | Rs.10,68,26,550/- |

The Stamp Duty of this Sale Deed has been deposited in the Govt. Treasury Gurgaon Account at State Bank of India, Main Branch, Mehrauli Road, Gurgaon, the receipt of which bearing No. GSR/001: 455985 dated 28.05.2015 is pasted herewith:

M/s Sahara India Commercial Corp. Ltd.

Authorised Signatory

डीड संबंधी विवरण		
डीड का नाम SALE WITH IN MC AREA		
तहसील/सब-तहसील गुडगांवा	गांव/शहर चौमा	स्थित चौमा
भवन का विवरण		
भूमि का विवरण		
चाही	23 Acre 2 Kanal 14 Marla	
धन संबंधी विवरण		
राशि 1,526,092,801.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 106,826,550.00 रुपये	
स्टाम्प न. 455985	स्टाम्प की राशि 106,826,550.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये	

Drafted By: C.L. Arora, Adv.

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 29/05/2015 दिन शुक्रवार समय 11:02:00AM बजे श्री/श्रीमती/कुमारी M/s Sahara India Commercial Corporation Ltd. thru Rishi Dev Upadhyay Sahara India Sadan 2A Shakespeare Sarani Kalkata West Bengal द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

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

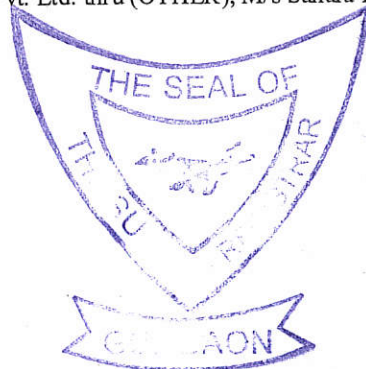
या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s Sahara Complex Pvt. Ltd. thru (OTHER), M/s Sahara Land Arts Pvt. Ltd. thru (OTHER), M/s Sahara India Residential Holdings Pvt. Ltd. thru (OTHER), M/s Sahara Enclave Pvt. Ltd. thru (OTHER), M/s Sahara India Commercial Corporation Ltd. thru Rishi Dev Upadhyay (OTHER), M/s Sahara Buildwell Pvt. Ltd. thru Rishi Deo Upadhyay (OTHER), M/s Sahara Residentials Pvt. Ltd. thru (OTHER), M/s Sahara India Properties Pvt. Ltd. thru (OTHER), M/s Sahara India Real Estates Pvt. Ltd. thru (OTHER), M/s Sahara Township Pvt. Ltd. thru (OTHER)



रजिस्ट्री संख्या २
रसीद पुस्तक क
कार्यालय सब-रजिस्ट्रार
दस्तावेज पेश करने वाले का नाम
दस्तावेज की तकलीम करने वाले का नाम
और तकमील की तारीख
दस्तावेज पेश होने की तारीख
दस्तावेज की किस्म और
मुआवजे की रकम
स्टाम्प मूल्य
प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल
शुल्क की रकम का जोड़ और विवरण
शब्दों की संख्या

५४७६

रजिस्ट्री अधिकारी के हस्ताक्षर

THIS Deed is made at Gurgaon on this 29th day of May, 2015 by:

1. M/S SAHARA INDIA COMMERCIAL CORPORATION LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Sadan, 2-A, Shakespeare Sarani, Kolkata, West Bengal – 'VENDOR NO.1'
2. M/S SAHARA LAND-ARTS PVT LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.2'
3. M/S SAHARA COMPLEX PVT LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.3'
4. M/S SAHARA RESIDENTIALS PVT LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.4'
5. M/S SAHARA ENCLAVE PVT LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.5'
6. M/S SAHARA TOWNSHIP PVT LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.6'

M/s Sahara India Commercial Corpn Ltd.


Authorised Signatory

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru- Kapil Alug क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ashish Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Umesh Sharma निवासी H.No. 50 8 Biswa, Gurgaon VPO
व श्री/श्रीमती/कुमारी Mahendra Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Raja Ram निवासी H.No. 50 8 Biswa, Gurgaon VPO
साक्षी नः 1 को केहीम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 29/05/2015

उप/संयुक्त पंजीयन अधिकारी
गुडगावा



7. M/S SAHARA INDIA PROPERTIES PVT. LTD., a company duly incorporated under provisions of and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.7'
8. M/S SAHARA INDIA REAL ESTATES PVT. LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.8'
9. M/S SAHARA BUILDWELL PVT. LTD., a company duly incorporated under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, Aliganj, Lucknow-226024, Uttar Pradesh – 'VENDOR NO.9'
10. M/S SAHARA INDIA RESIDENTIAL HOLDINGS PVT. LTD., a company duly incorporated under provisions of and existing under Companies Act, 2013, having its registered office at Sahara India Sadan, 2-A, Shakespeare Sarani, Kolkata, West Bengal – 'VENDOR NO.10'

hereinafter collectively referred to as the '**VENDORS**', which expression shall unless repugnant to the context and meaning hereof mean and include each of them and their respective heirs, legal representatives, administrators, successors-in-interest, executors and assignees etc.) of the **ONE PART**.

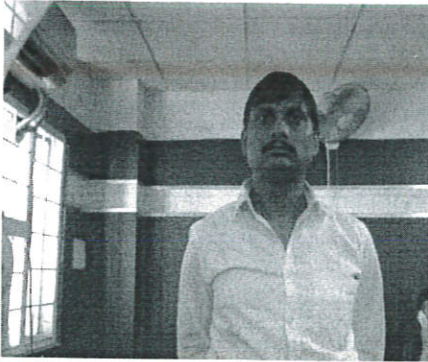
IN FAVOUR OF

1. M/s. M3M INDIA PVT. LTD. (2/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Paras Twin Towers, Tower B, 6th Floor, Golf Course Road, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.1'; and

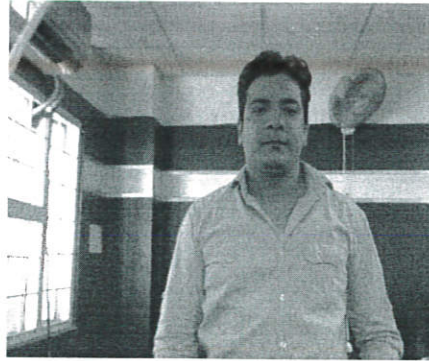
M/s Sahara India Commercial Corp. Ltd.



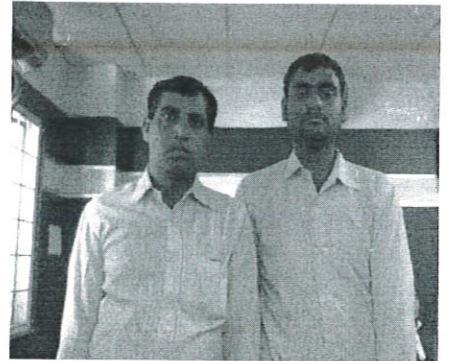
Authorised Signatory



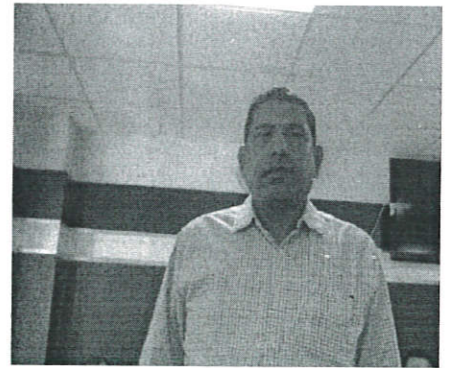
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2. M/s RSSG BUILDERS PVT. LTD. (9/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.2'; and
3. M/s PLUTO REALCON PVT. LTD. (2/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.3'; and
4. M/s SHELTERS INFRACON PVT. LTD. (8/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.4'; and
5. M/s NEER BUILDERS PVT. LTD. (1/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.5'; and
6. M/s FAME BUILDCON PVT. LTD. (8/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Paras Twin Towers, Tower B, 6th Floor, Golf Course Road, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.6'; and
7. M/s MASCO BUILDERS PVT. LTD. (8/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.7'; and

M/s Sahara India Commercial Corpn. Ltd.



Authorised Signatory

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Rishi Dev Upadhyay

*Rishi*

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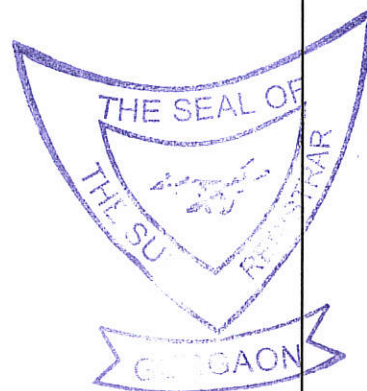
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Rishi Deo Upadhyay

Rishi

8. M/s FRONTIER REALTECH PVT. LTD. (2/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at GF-1, Vipul Plaza, Village Haiderpur Viran, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.8'; and
9. M/s COSMO PROPBUILD PVT. LTD. (3/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.9'; and
10. M/s METRO EDUCATION & WELFARE PVT. LTD. (2/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.10'; and
11. M/s BLUE BELL BUILDTECH PVT. LTD. (9/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.11'; and
12. M/s ZARF BUILDCON PVT. LTD. (9/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.12'; and
13. M/s MORGAN PROBUILD PVT. LTD. (8/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.13'; and

M/s Sahara India Commercial Corp. Ltd.



Authorised Signatory

Reg. No.

Reg. Year

Book No.

4,876

2015-2016

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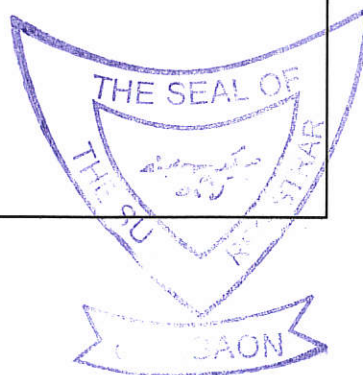
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14. M/s STAR CITY REALTECH PVT. LTD. (3/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.14'; and
15. M/s ASPIS BUILDCON PVT. LTD. (3/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at GF-1, Vipul Plaza, Village Haiderpur Viran, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.15'; and
16. M/s TARGE BUILDCON PVT. LTD. (1/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at GF-1, Vipul Plaza, Village Haiderpur Viran, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.16'; and
17. M/s TIZONA BUILDCON PVT. LTD. (9/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at GF-1, Vipul Plaza, Village Haiderpur Viran, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.17'; and
18. M/s MASK REALCON PVT. LTD. (8/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at GF-1, Vipul Plaza, Village Haiderpur Viran, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.18'; and
19. M/s OAKWOOD REALTY PVT. LTD. (3/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013, having its registered office at Office No. 1221-A, Devika Tower, 12th floor, 6, Nehru Place, New Delhi - 110019, 'VENDEE NO.19'; and
20. M/s SURYA PROPCON PVT. LTD. (2/100 Share) a company registered under provisions of Companies Act, 1956 and existing under Companies Act, 2013,

M/s Sahara India Commercial Corp. Ltd.



Authorised Signatory

Reg. No.

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Book No.

4,876

2015-2016

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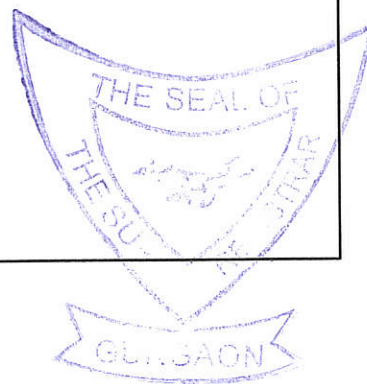
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having its registered office at Paras Twin Towers, Tower B, 6th Floor, Golf Course Road, Sector 54, Gurgaon, Haryana 122002, 'VENDEE NO.20',

hereinafter collectively referred to as the **"VENDEES"** which expression shall unless repugnant to the context and meaning hereof mean and include each of them, and their respective heirs, legal representatives, administrators, successors-in-interest, executors, and assignees etc.) of the **OTHER PART**.

WHEREAS the Vendors are represented by Mr. Rishi Deo Upadhyay, who has been authorized vide resolutions dated 08.12.2014 (Vendor No.1) and 12.12.2014 passed by the Board of Directors of the above named Vendor No.2 to Vendor No. 10 respectively in the meeting held at their respective registered offices to sign, execute and deliver this Deed and to do all necessary and requisite acts, deeds and things and also acts, deeds and things as may be incidental and ancillary thereto, copies whereof are collectively attached herewith as **"Annexure I collectively"**).

WHEREAS the Vendees are represented by Mr. Kapil Alug, who has been authorized vide resolutions dated 15.05.2015 by the Board of Directors of the above named Vendee No.9, 10, 11 & 14; 21.05.2015 of Vendee No.1; 22.05.2015 of Vendee No.15 to Vendee No.20; 27.05.2015 of Vendee No.2 to Vendee No.8 and Vendee No.12 & 13 in the meeting held at their respective registered offices to execute this Deed and to do all necessary and requisite acts, deeds and things and also acts, deeds and things as may be incidental and ancillary thereto, copies whereof are collectively attached herewith as **"Annexure II collectively"**).

WHEREAS the Vendors are the absolute owner of all the rights, title and interest whatsoever in and are in the actual physical Possession and enjoyment of and are otherwise well and sufficiently entitled to Land measuring **186 Kanal 14 Marla** situated in the revenue estate of Village Chauma, Tehsil & District Gurgaon, Haryana, as per Aks-Sizra map and Land detailed as under:

M/s Sahara India Commercial Corp. Ltd.



Authorised Signatory

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गवाह

Ashish Kumar Sharma



गवाह

Mahavir Prasad


प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,876 आज दिनांक 29/05/2015 को बही न: 1 जिल्द न: 13,117 के पृष्ठ न: 23 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 4,319 के पृष्ठ सख्या 55 से 56 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 29/05/2015

उप/संयुक्त पंजीयन अधिकारी

गुडगांवा



KHEWAT / KHATA NO	VENDOR COMPANY	SHARE	RECT NO	KILLA NO	TOTAL AREA			NET AREA PURCHASED		
					K	M	S	K	M	S
655/760	M/S SAHARA INDIA PROPERTIES PVT LTD	1/1	13	23	8	0	0	16	18	0
			18	3/2	5	16	0			
			18	4	3	2	0			
			TOTAL FIELDS	3	16	18	0			
657/762	M/S SAHARA ENCLAVE PVT LTD	1/2	13	7/2	2	9	0	11	13	0
	M/S SAHARA INDIA REAL ESTATES PVT LTD	1/2	13	14	8	0	0			
			13	15/1	1	4	0			
			TOTAL FIELDS	3	11	13	0			
658/763	M/S SAHARA INDIA REAL ESTATES PVT LTD	1/1	13	10/2	5	7	0	16	0	0
			13	11	8	0	0			
			13	20/1	2	13	0			
			TOTAL FIELDS	3	16	0	0			
654/759	M/S SAHARA INDIA RESIDENTIAL HOLDINGS PVT LTD	1/1	13	21/3	1	15	0	15	2	0
			13	21/4	5	7	0			
			13	22	8	0	0			
			TOTAL FIELDS	3	15	2	0			
3410/3754	M/S SAHARA ENCLAVE PVT LTD	1/2	13	6/2	0	9	0	0	15	0
	M/S SAHARA INDIA REAL ESTATES PVT LTD	1/2	14	10/2	0	6	0			
			TOTAL FIELDS	2	0	15	0			
2546/2759	M/S SAHARA RESIDENTIALS PVT LTD	1/1	11	5	8	0	0	8	0	0
1596/1784	M/S SAHARA TOWNSHIP PVT LTD	184/369	7	4	7	11	0	18	9	0
	M/S SAHARA COMPLEX PVT LTD	25/369	7	5	7	11	0			
	M/S SAHARA LAND-ARTS PVT LTD	160/369	7	6/1	3	7	0			
			TOTAL FIELDS	3	18	9	0			

M/s Sahara India Commercial Corpn. Ltd.



Authorised Signatory



3936/4290	M/S SAHARA INDIA PROPERTIES PVT LTD	1/1	7	3/2	7	13	0	7	13	0
3377/3716	M/S SAHARA RESIDENTIALS PVT LTD	1/1	12	6/1	7	4	0	7	4	0
2547/2760	M/S SAHARA BUILDWELL PVT LTD	1/1	12	1	8	0	0	8	0	0
2548/2761	M/S SAHARA ENCLAVE PVT LTD	1/1	12	2	8	0	0	8	0	0
8/9	M/S SAHARA COMPLEX PVT LTD	1/1	12	3	8	0	0	8	0	0
1594/1780	M/S SAHARA INDIA COMMERCIAL CORPORATION LTD	1/1	12	7/1	7	11	0	7	11	0
1580/1757	M/S SAHARA TOWNSHIP PVT LTD	1/1	12	4/1	1	8	0	1	8	0
1015/1149	M/S SAHARA LAND-ARTS PVT LTD	1/1	1	5	7	14	0	7	14	0
1017/1151	M/S SAHARA RESIDENTIALS PVT LTD	1/1	1	16	8	0	0	8	0	0
1018/1152	M/S SAHARA ENCLAVE PVT LTD	1/1	1	6	8	0	0	8	0	0
1019/1153	M/S SAHARA RESIDENTIALS PVT LTD	33/88	1	17/1	4	8	0	4	8	0
	M/S SAHARA INDIA COMMERCIAL CORPORATION LTD	55/88								
1021/1155	M/S SAHARA RESIDENTIALS PVT LTD	1/1	1	7	4	14	0	4	14	0
1020/1154	M/S SAHARA INDIA COMMERCIAL CORPORATION LTD	1/1	1	15	8	0	0	8	0	0
4216/4573	M/S SAHARA ENCLAVE PVT LTD	1/1	1	17/3	2	0	0	8	0	0
			1	18	6	0	0			
			TOTAL FIELDS	2	8	0	0			
3946/4300	M/S SAHARA INDIA REAL ESTATES PVT LTD	1/1	1	23/2	2	18	0	3	5	0
			7	3/1	0	7	0			
			TOTAL FIELDS	2	3	5	0			
TOTAL								186	14	0
								23.3375 ACRES		

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as per Jamabandi for the year 2005-2006 and by way of Mutation No.10674 sanction dated 06.11.2006 (Sale Deed no.11723 dated 01.09.2006), Mutation No.10635 sanction dated 01.09.2006 (Sale Deed no. 8770 dated 20.07.2006), Mutation No.10684 sanction dated 06.11.2006 (Sale Deed no. 9999 dated 08.08.2006), Mutation No.10677 sanction dated 06.11.2006 (Sale Deed no.11718 dated 01.09.2006), Mutation No.10676 sanction dated 06.11.2006 (Sale Deed no. 11725 dated 01.09.2006), Mutation No.10686 sanction dated 06.11.2006 (Sale Deed no. 10007 dated 08.08.2006), Mutation No.10685 sanction dated 06.11.2006 (Sale Deed no. 9879 dated 07.08.2006), Mutation No.12691 sanction dated 08.09.2011 (Sale Deed no. 8990 dated 07.10.2006), Mutation No.10678 sanction dated 06.11.2006 (Sale Deed no. 11720 dated 01.09.2006), Mutation No.10748 sanction dated 01.12.2006 (Exchange Deed no. 15695 dated 02.11.2006), Mutation No.10749 sanction dated 01.12.2006 (Sale Deed no. 8993 dated 07.10.1997), Mutation No.10706 sanction dated 06.11.2006 (Sale Deed no. 14220 dated 10.09.2006), Mutation No.12161 sanction dated 05.10.2010 (Sale Deed no.19572 dated 06.01.2010), and Fard Badar No.80 dated 22.07.2014, (hereinafter called the "**said Property**").

AND WHEREAS in pursuance of the Agreement dated 10th October, 2014 entered into by Vendors and **order dated 02.12.2014 and 23.03.2015** passed by **Hon'ble Supreme Court of India** in IA nos. 31-33, 34-36 & 37-39 in Conmt. Pet. (C) no. 412/2012 & 413/2012 in CA no. 9813/2011 and 9833/2011 and Conmt. Pet. (c) no. 260/2013 in CA no. 8643 of 2012 the Vendors have agreed to sell the above said Property i.e. land measuring **186 Kanal 14 Marla** made the representation, warranties, assurances and declarations herein, and decided to hereby grant, convey, transfer by way of sale, the said Property and assign unto and in favour of the VENDEES, the said Property and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easement rights, equities, claims, demands, privileges,

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appurtenances or any other things and on the strength of the representations, assurances, warranties, confirmations and declarations made and / or given by the VENDORS, the VENDEES have agreed to purchase the said Property on the following terms and conditions:-

Definition and interpretation


In this deed:

- a. the '**Vendors**' includes the real owner of the said Property.
- b. the '**Property**' / '**Land**' means land measuring **186 Kanal 14 Marla** (details of which are mentioned hereinabove) situated in the revenue estate of Village Chauma, Tehsil & Distt. Gurgaon (Haryana).
- c. words importing the masculine gender include the feminine and the neuter and vice versa.
- d. words importing the singular include the plural and vice versa.
- e. references to persons include bodies corporate and vice versa.
- f. save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
- g. save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed, which is so numbered.
- h. possession means actual uninterrupted and undisturbed vacant, peaceful and physical possession of the said Property.

AFFIRMATION AND REPRESENTATIONS BY THE VENDOR

WHEREAS the Vendors hereby affirm, represent, assure, warrant and declare to the Vendees that the said Property:

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- i) is good, clear and legally marketable property owned and possessed by the Vendors having full legal & lawful right to transfer, sell, convey and/or deal with the same in any whatsoever unrestricted manner.
- ii) is free from all / any charges or encumbrance such as sale, agreement to sell, any arrangement or understanding, will, exchange, mortgage, gift, lien, lease, court decrees, court injunctions, any security, surety, attachment, litigation/dispute, legal flaws, acquisition, etc.
- iii) no suit, case or any other litigation is pending relating to the said Property or any part thereof in any court or tribunal or any other Administrative Authority and is free from all encumbrances, lien, charges etc.
- iv) is not subject to any notice or scheme for acquisition and/or requisition of any authority under any law.
- v) is not subject to any dues, outstanding claims, demands penalties, etc. for any services, provided by any Government and / or local authority and / or toward any other statutory dues and/or that under the law of the land and / or attachment proceedings of the Income Tax Department, Sales Tax / Trade Tax / Value Added Tax Department, Customs Department, Central Excise Department or any department or authority (of any nature whatsoever).
- vi) does not have any warehouse, cattle livestock, raising of grass on the said Property and is purely an agricultural land and before the enactment of Urban Land Ceiling Regulation Act, 1976 and has been entered in the records of the appropriate authority accordingly.
- vii) has not been notified under the provisions of the Land Acquisition Act, 1894 and / or Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, either for the planned development by the Government and/or any other authority.

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- viii) is not subject of any execution of General or Special Power of Attorney or any agreement to sell, mortgage, and transfer, assignment, encumbrances by the Vendors in favour of any other person prior to the date of this deed, and is not subject matter of PLPA and Aravali Plantation.
- ix) Vendors through their respective Board of Directors have agreed and consented to sell, transfer, grant, convey and assign all the rights, title and interest in the said Property.
- x) Vendors have the necessary power and authority in terms of its Memorandum of Association & Articles of Association to enter and execute this Deed for sale, transfer, grant, conveyance, assurance, assignment and alienation of the said Property to the Vendees.
- xi) no proceedings have either been initiated and / or pending and / or concluded against the Vendors under the provisions of the Sick Industrial Companies (Special Provisions) Act, 1985. Further, the Vendors is/are not subject to any proceedings under the provisions of the Sick Industrial Companies (Special Provisions) Act, 1985 which may affect such sale, transfer, grant, conveyance, assurance, assignment and alienation of the said Property in favour of the Vendees.
- xii) the Vendors have not contributed the said Property and any part or portion thereof and all or any of its rights, title and interest therein as a part of its capital in any business or legal entity and / or has offered the said Property and every part or portion thereof and all or any of its rights, title and interest therein in discharge of or in security for any state revenue including Income Tax, Sales Tax, Trade Tax, Value Added Tax, customs and central excise levies & cesses and / or any other direct or indirect tax etc.

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NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AND THIS DEED WITNESSTH AS UNDER:-

1. That on the terms and conditions set out herein, the Vendors hereby grant, assign, convey, sell and transfer the said Property along with all their rights of possession, ownership, occupancy, titles, claims, interest, easement rights, privileges, appurtenances or any other things whatsoever of that nature in favour of the above named Vendees for and in full and final consideration of **Rs.152,60,92,801/- (Rupees One Hundred Fifty Two Crores Sixty Lakhs Ninety Two Thousand Eight Hundred One Only)**. The Vendees have paid the said total sale consideration i.e. **Rs.152,60,92,801/- (Rupees One Hundred Fifty Two Crores Sixty Lakhs Ninety Two Thousand Eight Hundred One Only)** to the Vendors in the following manner :

Amount (Rs.)	Cheque / DD No.	Dated	Drawn on
18,87,29,086/-	000043	04.03.2015	Axis Bank Ltd.
74,25,00,000/-	000044	04.04.2015	Axis Bank Ltd.
13,59,74,868/-	074284	28.05.2015	Axis Bank Ltd.
2,26,70,650/-	074238	28.05.2015	Axis Bank Ltd.
6,05,50,000/-	074240	28.05.2015	Axis Bank Ltd.
4,31,32,575/-	074278	28.05.2015	Axis Bank Ltd.
4,53,24,956/-	074250	28.05.2015	Axis Bank Ltd.
4,53,24,956/-	074252	28.05.2015	Axis Bank Ltd.
4,53,24,956/-	074254	28.05.2015	Axis Bank Ltd.
3,02,16,637/-	074279	28.05.2015	Axis Bank Ltd.
3,02,16,637/-	074280	28.05.2015	Axis Bank Ltd.

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3,02,16,637/-	074281	28.05.2015	Axis Bank Ltd.
3,02,16,637/-	074282	28.05.2015	Axis Bank Ltd.
1,51,08,319/-	074264	28.05.2015	Axis Bank Ltd.
1,51,08,319/-	074266	28.05.2015	Axis Bank Ltd.
3,02,16,637/-	074234	28.05.2015	Axis Bank Ltd.
1,52,60,931/-	Deducted by the Vendees @1% of the total sale consideration as TDS under section 194 of Income Tax Act 1961		

Vendors hereby acknowledge the receipt of the entire sale consideration. Vendors also discharge the Vendees from further payments thereof in respect of the said Property. Now nothing is due towards the Vendees in respect of the said Property.

The Parties hereto agree that payment of the aforementioned sale consideration in name of **"SEBI Sahara Refund Account No: 012210110003740"** is being made at the behest and instance of the Vendors and in accordance with directions given by the Hon'ble Supreme Court of India. It has been agreed and understood between the Parties that payment in favour of **"SEBI Sahara Refund Account No: 012210110003740"** shall be valid and lawful discharge of financial liability by the Vendee in so far as payment of said Consideration for the said Property is concerned.

Further, consideration amounting to Rs.93,12,29,086/- (Rupees Ninety Three Crore Twelve Lakh Twenty Nine Thousand Eighty Six Only) (excluding TDS), out of the total consideration of Rs.152,60,92,801/- (Rupees One Hundred Fifty Two Crores Sixty Lakhs Ninety Two Thousand Eight Hundred One Only) as mentioned herein above, was paid in terms of orders of the Hon'ble

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Supreme Court of India dated 02.12.2014 and 23.03.2015 and the same has been reimbursed to the payee thereof by the Vendees herein.

Further, as the consideration has been paid in accordance with directions given by the Hon'ble Supreme Court of India, as such and as per the instructions by the Vendors that tax deducted at source on the aforesaid consideration shall be deposited entirely to the account of Vendor No. 1 (M/s. Sahara India Commercial Corporation Ltd.). In case any liability of any nature is fastened on the Vendees due to the deposit of TDS only to the account of the Vendor No. 1, in that event the same shall entirely be discharged by the Vendors.

2. That the total sale consideration is worked out based on actual measurement of the land as aforementioned and has been paid by the Vendees to the Vendors. Further, the Vendors hereby confirms, declares and acknowledges that the Total Sale Consideration as stated hereinabove is a valid, adequate and binding consideration for the sale, transfer, grant, conveyance, assurance, assignment and alienation of all its rights, title and interests whatsoever in the said Property.
3. The Vendors are the absolute owner in physical, vacant & peaceful possession of the said Property and have a clear and unencumbered title of it and hereby hands over the possession of the same simultaneous to execution of this sale deed, to the Vendees. Now the Vendees have become absolute owner in possession of the same and have all the rights to use the said Property in any manner whatsoever.
4. That on the basis of this sale deed, the Vendees are entitled to get the said Property mutated in their own name in the revenue record and also with other concerned authorities on the basis of this sale deed or its certified true copy to which the Vendors shall have no objection and shall not raise any

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objection. The Vendors hereby confirm to assist and participate in mutation process.

5. That the Vendors have agreed and undertaken to sign and execute without any reservation, objection or demur any, all and every papers, documents, applications, etc. in respect of the said Property which at any time may be required by the Vendees and/or any office or authority concerned for necessary transfer and mutation of the said Property in favour of the Vendees.
6. That the Vendees have agreed to purchase the said Property on the basis of assurances and representation made herein by the Vendors in regard to the title of the said Property and in case it is proved otherwise the Vendors shall indemnify the Vendees for all and/or any loss that may be caused, sustained by the Vendees. The Vendors further agrees to indemnify the Vendees in case of any legal proceedings or by any governmental authority for any violations relating to the said Property.
7. That the value of the tube-well with electricity connection, trees, wire fencing & constructed building in the said Property, if any, is included in the above said total sale consideration. The Vendors shall not claim for the same in future and the Vendees have become absolute owner of the same and shall be entitled to use the same in any manner whatsoever.
8. That the Vendors doth hereby covenant with the Vendees that the Vendors has/have paid all the rates and taxes/land revenue, bank loans, electricity bills etc. that are due to and payable on the said Land/Property up to the date of this deed and if any amount is found payable later on which relates to the date prior to the date of this deed then the Vendors shall be liable for the same and shall make payment of such amount.

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THE VENDOR(S) HEREBY ASSURE THE VENDEE(S) AS UNDER:

- A. The Vendors shall indemnify the Vendees of any cost, charges, fees, fines, penalties, dues, etc. in respect of the said Property towards land revenue, electricity charges, local taxes, and any other statutory or other dues, demands, claims, etc. relating to the period upto the date of this sale deed made/raised by the respective creditors either prior to or after the date of this sale deed.
- B. The Vendors shall indemnify the Vendees of any cost, charges, penalties, interest, constraints, disturbances and whatsoever of that nature suffered/to be suffered by the Vendees out of any defects in the ownership title of the said Property.
- C. That the Vendors also undertake to indemnify the Vendees for any disturbance in occupancy or dispossession of the said Property due to falseness or misrepresentation, either partially or fully, made by the Vendors in their affirmation in this sale deed.
- D. The Vendors hereby agree and undertake to do all such acts, things and deeds which under the law, they are bound to do in respect of the said Property for the purpose of effectually carrying out the intention and purpose of this deed of sale, if required in any manner whatsoever, in future including steps to be taken as the Vendors for mutation in the revenue records and shall not object to the mutation of the said Property in favour of the Vendees in the records of the appropriate authority. The Vendees will also entitled to get sanction the mutation in revenue records in its name of the land mentioned in the sale deed.
- E. That from this day onwards the Vendees shall be absolute owner in possession of the said Property and will be entitled to use and utilize the said Property in any manner the Vendees may like, to which the Vendors will have no objection in any manner whatsoever. Consequent upon the execution of this Sale Deed, the Vendors shall have no interest in the land and all rights, title and interest shall pass on to the Vendees.

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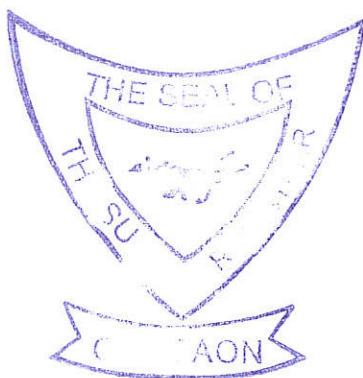
Authorised Signatory



- F. That the content of this Sale Deed has been read over and explained word by word by the witnesses to the Vendors. Same has been understood by Vendors and have executed this sale deed.
- G. That the Vendors have understood the contents of this sale deed in their respective vernacular language and they have given their full consideration to all aspects and terms and conditions here in above and after understanding the same have agreed to execute this sale deed.
- H. All the representations, assurances, warranties, confirmations and declarations contained in the Recitals as well as in various clauses and / or as otherwise stated and recited in this Deed are true and correct, no part thereof is false and nothing material has been concealed therefrom and if it is ever proved otherwise, or if the whole or any part of the said Property is ever taken away or goes out from the possession of the Vendees on account of any of the representations, assurances, warranties, confirmations and declarations turning to be false or incorrect, then the Vendors shall be liable and responsible to indemnify and to make good the loss suffered by the Vendees and keep the Vendees or anyone claiming through the Vendees saved, harmless and indemnified against all such losses and damages suffered by the Vendees or its successors in title and interest and also against all claims, actions at law and other proceedings in respect thereof.
- I. That all charges and expenses of the transfer i.e. stamp duty, registration charges for this deed and sale deed have been borne by the Vendees.

M/s Sahara India Commercial Corpn. Ltd.

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IN WITNESS WHEREOF the parties have set their respective hands and seal on these presents at the place and on the day, month and year first above written in the presence of the following witnesses:

4566
Drafted at sl. No.
C. L. ARORA
Advocate
DIN: Gurur, Gurur
29/5/15

For & on behalf of VENDORS

1. M/S SAHARA INDIA COMMERCIAL CORPORATION LTD – 'VENDOR NO.1'

M/s Sahara India Commercial Corp. Ltd.
NSW

2. M/S SAHARA LAND-ARTS PVT LTD. – 'VENDOR NO.2'

NSW

Authorised Signatory

M/s Sahara Complex Pvt. Ltd.

3. M/S SAHARA COMPLEX PVT LTD. – 'VENDOR NO.3'

Authorised Signatory

Sahara Residentials Pvt. Ltd.

Authorised Signatory

4. M/S SAHARA RESIDENTIALS PVT LTD. – 'VENDOR NO.4'

NSW

Authorised Signatory

5. M/S SAHARA ENCLAVE PVT LTD. – 'VENDOR NO.5'

M/s Sahara Enclave Pvt. Ltd

NSW

Authorised Signatory

6. M/S SAHARA TOWNSHIP PVT LTD. – 'VENDOR NO.6'

M/s Sahara Township Pvt. Ltd.

NSW

7. M/S SAHARA INDIA PROPERTIES PVT. LTD. – 'VENDOR NO.7'

Authorised Signatory

M/s Sahara India Properties Pvt. Ltd.

NSW

8. M/S SAHARA INDIA REAL ESTATES PVT. LTD. – 'VENDOR NO.8'

Authorised Signatory

M/s Sahara India Real Estates Pvt. Ltd.

NSW

Authorised Signatory

M/s Sahara India Commercial Corp. Ltd.

NSW
Authorised Signatory



9. M/S SAHARA BUILDWELL PVT. LTD. – 'VENDOR NO.9'

M/s Sahara Buildwell Pvt. Ltd.

Authorised Signatory

10. M/S SAHARA INDIA RESIDENTIAL HOLDINGS PVT. LTD. – 'VENDOR NO.10'

M/s Sahara India Residential Holdings Pvt. Ltd.

Authorised Signatory

(Mr. Rishi Deo Upadhyay)
Authorized Signatory

For & on behalf of VENDEES

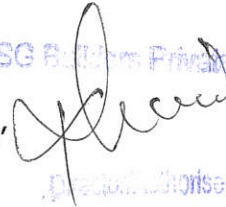
For M3M INDIA PRIVATE LIMITED



Authorised Signatory

1. M/s. M3M INDIA PVT. LTD. 'VENDEE NO.1'

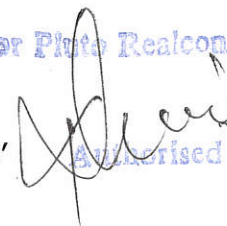
RSSG Builders Private Limited



Authorised Signatory

2. M/s RSSG BUILDERS PVT. LTD. 'VENDEE NO.2'

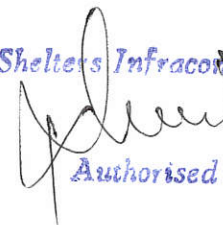
For Pluto Realcon Pvt. Ltd.



Authorised Signatory

3. M/s PLUTO REALCON PVT. LTD. 'VENDEE NO.3'

For Shelters Infracon Pvt. Ltd.



Authorised Signatory

4. M/s SHELTERS INFRACON PVT. LTD. 'VENDEE NO.4'



For Neer Builders Pvt. Ltd.

5. M/s NEER BUILDERS PVT. LTD. 'VENDEE NO.5'

Authorised Signatory

Fame Buildcon Private Limited

6. M/s FAME BUILDCON PVT. LTD. 'VENDEE NO.6'

Director/Authorised Signatory

For Masco Builders Pvt. Ltd.

7. M/s MASCO BUILDERS PVT. LTD. 'VENDEE NO.7'

Authorised Signatory

Frontier Realtech Private Limited

8. M/s FRONTIER REALTECH PVT. LTD. 'VENDEE NO.8'

Director/Auth. Signatory

Cosmo Propbuild Private Limited

9. M/s COSMO PROPBUILD PVT. LTD. 'VENDEE NO.9'

Director/Authorised Signatory

Metro Education & Welfare Private Limited

10. M/s METRO EDUCATION & WELFARE PVT. LTD. 'VENDEE NO.10'

Director/Auth. Signatory

Blue Bell Buildtech Private Limited

11. M/s BLUE BELL BUILDTECH PVT. LTD. 'VENDEE NO.11'

Director/Authorised Signatory

M/s Sahara India Commercial Corp. Ltd.

Authorised Signatory



12. M/s ZARF BUILDCON PVT. LTD. 'VENDEE NO.12'

For Zarf Buildcon Pvt. Ltd.
Authorised Signatory

13. M/s MORGAN PROBUILD PVT. LTD. 'VENDEE NO.13'

Morgan Probuild Private Limited
Director/Auth. Signatory

14. M/s STAR CITY REALTECH PVT. LTD. 'VENDEE NO.14'

Starcity Realtech Private Limited
Director/Authorised Signatory

15. M/s ASPIS BUILDCON PVT. LTD. 'VENDEE NO.15'

Aspis Buildcon Private Limited
Director/Authorised Signatory

16. M/s TARGE BUILDCON PVT. LTD. 'VENDEE NO.16'

Targe Buildcon Private Limited
Director/Authorised Signatory

17. M/s TIZONA BUILDCON PVT. LTD. 'VENDEE NO.17'

Tizona Buildcon Private Limited
Director/Authorised Signatory

18. M/s MASK REALCON PVT. LTD. 'VENDEE NO.18'

Mask Realcon Private Limited
Director/Auth. Signatory

M/s Sahara India Commercial Corp. Ltd.
Authorised Signatory



Oakwood Realty Private Limited

19. M/s OAKWOOD REALTY PVT. LTD. 'VENDEE NO.19'

Director/Authorised Signatory

Surya Propcon Private Limited

20. M/s SURYA PROPCON PVT. LTD. 'VENDEE NO.20'

Director/Auth. Signatory

(KAPIL ALUG)
AUTHORIZED SIGNATORY

WITNESSES

1. Ashish

Ashish K. Sharma
S/o Umesh Chandel Sharma
Vill - Karampur the Himalayan city, Dist - Kargali

2. (Rajasthan)

Maham
MAHAR PARSIWA
S/o SH. RAJA RAM
H.W. 50, 8 Biswa Gurgaon
Gurgaon

