



सत्यमेव जयते

INDIA NON JUDICIAL

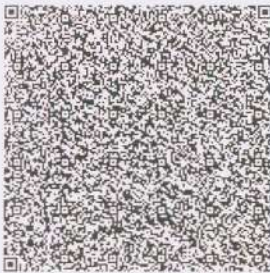
Government of National Capital Territory of Delhi

e-Stamp

13221
10/09/13

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Certificate No.	: IN-DL57806050187932L
Certificate Issued Date	: 05-Sep-2013 02:38 PM
Account Reference	: NONACC (BK)/ dl-corpbk/ CORP NAJAF/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-CORPBK14021585592733L
Purchased by	: NU STORES PVT LTD
Description of Document	: Article 55 Release
Property Description	: LAND AT VILLAGE SAMALKA NEW DELHI
Consideration Price (Rs.)	: 3,60,00,000
	(Three Crore Sixty Lakh only)
First Party	: B R B CONSTRUCTION PVT LTD
Second Party	: NU STORES PVT LTD
Stamp Duty Paid By	: NU STORES PVT LTD
Stamp Duty Amount(Rs.)	: 10,80,000
	(Ten Lakh Eighty Thousand only)



LOCKED

9470-7270-6879

Please write or type below this line.....

GID No. 4348-8623-5080



For B.R.B. Constructions (P) Ltd.

[Handwritten signature]
Director



ZK 0000644455 PVT. LTD

[Handwritten signature]
Director

Statutory Alert

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Warning



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-:2:-

Name of Village : Samalka
Category : N.A.
Total Area : 0.7188 Acre
Circle rate of land : Rs.53,00,000/- Per Acre

RELEASE DEED FOR A SUM OF Rs.3,60,00,000/-

Stamp Duty @ 3% Rs.10,80,000/-

This RELEASE DEED is made and executed at New Delhi on this 10th day of September, 2013, by M/s B.R.B. Constructions (P) Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at 6, Lajwanti Garden, New Delhi, represented through its Director Shri Hitesh Bhardwaj Son of Late Shri Deepak Bhardwaj, duly authorized vide resolution passed in the meeting of Board of Directors held on 26th August, 2013, hereinafter referred to as the **"RELEASOR"** (which expression shall unless repugnant to the context mean and include **"the RELEASOR"** and their legal heirs, successors, legal representatives, administrators, nominees, executors, assigns etc.) of the one part;

IN FAVOUR OF

M/s NU-STORES PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956, having its registered office at N-1, BMC House, Middle Circle, Connaught Place, New Delhi, through its Director Shri Jagdish Yadav Son of Late Shri Umrao Singh, duly authorized vide resolution passed in the meeting of Board of Directors held on 31st August, 2013, hereinafter referred to as the **"RELEASEE"** (which expression shall unless repugnant to the context mean and include **"the RELEASEE"** and their legal heirs, successors, legal representatives, administrators, nominees, executors, assigns etc.) of the other part.

WHEREAS the Releasor is the co-owner/co-bhumidhar of 49/120th Share in Agricultural Land total measuring 8 Bighas 9 Biswas, bearing Khasra Nos.23//20/2(2-18), 21/1(0-10), 24//15/1(1-15), 16/1(1-15), 25/1(1-10), 32//5/1/1(0-1) situated in the revenue estate of Village Samalka, Tehsil Vasant Vihar, New Delhi, having purchased the same from its erstwhile owners by virtue of :-

For B.R.B. Constructions (P) Ltd.


Director

For NU-STORES PRIVATE LIMITED


Director

Deed Related Detail

Deed Name RELEASE		RELEASE WITH CONSIDERATION	
Land Detail			
Tehsil/Sub Tehsil Sub Registrar IX		Building Type	
Village/City	Samalkha		
Place (Segment)	Samalkha		
Property Type	Khadar		
Property Address	House No.: , Road No.: 49/120th shares, Samalkha		
Area of Property	8.00 Bigha	9.00 Bishwa	0.00
Money Related Detail			
Consideration Value 36,000,000.00 Rupees		Stamp Duty Paid 1,080,000.00 Rupees	
Value of Registration Fee 360,000.00 Rupees		Pasting Fee 100.00 Ruppes	

This document of RELEASE


RELEASE WITH CONSIDERATION

Presented by: Sh/Smt.**S/o, W/o****R/o**

Ms B R B Construction Pvt Ltd through Sh. Nitesh R

6, Lajwanti Garden, New Delhi

in the office of the Sub Registrar, Delhi this 10/09/2013 13:19:30 day Tuesday between the hours of

Signature of Presenter

 Registrar/Sub Registrar
 Sub Registrar IX
 Delhi/New Delhi
Execution admitted by the said Shri / Ms.

Ms B R B Construction Pvt Ltd through Sh. Nitesh Bhardwaj

and Shri / Ms.

Ms NU Stores Pvt Ltd through Jagdish Yadav


Who is/are identified by Shri/Smt/Km. Ramesh Kumar S/o W/o D/o Late Sh. Nar RAm R/o RZF-941A, Raj Nagar-II, New Delhi - 45

and Shri/Smt./Km Rajpal Yadav S/o W/o D/o Late Jamnadass R/o VPO, Rajokari, New 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

Date 10/09/2013 17:39:08

 Registrar/Sub Registrar
 Sub Registrar IX
 Delhi/New Delhi

- a) Sale Deed dated 17th January, 1996, duly registered as Document No.541, in Additional Book No.I, Volume No.9039, on Pages 121 to 128 on 17th January, 1996, in the office of the Sub-Registrar-III, Asaf Ali Road, New Delhi, w.r.t. 7/20th Share in the above land;
- b) Release Deed with Consideration dated 6th November, 2009, duly registered as Document No.9301, in Additional Book No.I, Volume No.5014, on Pages 111 to 118 on 9th November, 2009, in the office of the Sub-Registrar-IX, Kapashera, New Delhi, w.r.t. 1/40th Share in the above land;
- c) Release Deed with Consideration dated 17th February, 2010, duly registered as Document No.1723, in Additional Book No.I, Volume No.5172, on Pages 97 to 103 on 18th February, 2010, in the office of the Sub-Registrar-IX, Kapashera, New Delhi, w.r.t. 1/60th Share in the above land;
- d) Release Deed with Consideration dated 29th July, 2010, duly registered as Document No.9844, in Additional Book No.I, Volume No.5475, on Pages 191 to 195 on 29th July, 2010, in the office of the Sub-Registrar-IX, Kapashera, New Delhi, w.r.t. 1/60th Share in the above land;

AND WHEREAS the RELEASEE is the co-owner/co-bhumidhar of 1/20th undivided share in the aforesaid land having purchased the same by virtue of Sale Deed dated 20th June, 2011, duly registered as Document No.6838, in Book No.I, Volume No.5962, on Pages 123 to 130 on 27th June, 2011, in the office of the Sub-Registrar-IX, Kapashera, New Delhi.

THUS in the manner stated above, the Releasor (having 49/120th Share) and the RELEASEE (having 1/20th Share) are the joint owners/bhumidhars of the aforesaid land.

For B.R.B. Constructions (P) Ltd.



For NU STORES PVT. LTD.



Reg. No. 10226 Reg. Year 2013-2014 Book No. 1



Ist Party



IInd Party



Witness

Ist Party Ms B R B Construction Pvt Ltd through Sh. Nitesh Bhardwaj

IInd Party Ms NU Stores Pvt Ltd through Jagdish Yadav

Witness Ramesh Kumar, Rajpal Yadav

Certificate (Section 60)

Registration No. 10,226 in Book No. 1 Vol No 7,291
on page 174 to 183 on this date 10/09/2013 17:35:18
and left thumb impressions has/have been taken in my presence.

day Tuesday

Date 10/09/2013 17:39:02

Sub Registrar
Sub Registrar IX
New Delhi/Delhi

And the RELEASOR has full power and absolute authority to release, sell, convey and transfer the aforesaid land unto the RELEASEE, and to receive the release/sale consideration in their own name. And neither anyone else has any right, title and interest in the aforesaid land nor there is any legal impediment which prohibits the RELEASOR to sell the same unto the RELEASEE.

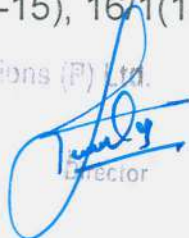
AND WHEREAS the RELEASOR has agreed to release, convey, transfer and assign their all rights, titles and interests in the aforesaid 49/120th Share in Agricultural Land total measuring 8 Bighas 9 Biswas, bearing Khasra Nos.23//20/2(2-18), 21/1(0-10), 24//15/1(1-15), 16/1(1-15), 25/1(1-10), 32//5/1/1(0-1) situated in the revenue estate of Village Samalka, Tehsil Vasant Vihar, New Delhi, together with all structures (pucca or otherwise), crops, trees, groves, borewell, boundary, other movable attached alongwith all their rights, title and interest including Bhumidari, cultivatory rights, hereinafter collectively referred to as "the said land", alongwith all benefits, facilities, privileges, easements or advantages belonging to or in any way appertaining to the said land to the RELEASEE for a total consideration of Rs.3,60,00,000/- (Rupees Three Crore Sixty Lacs only).

AND WHEREAS the RELEASEE has agreed to acquire and possess the said land relying on the various assurances, covenants, representations, statements and undertaking given by the RELEASOR and believing the same to be true and acting on the faith thereof and on the terms and conditions mentioned hereunder.

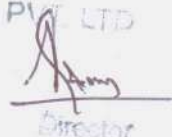
NOW THIS RELEASE DEED WITNESSTH AS UNDER:

1. That in pursuance of this Release Deed and in total consideration of Rs.3,60,00,000/- (Rupees Three Crore Sixty Lacs only), the RELEASOR doth hereby release, convey, assign and transfer their all rights, titles and interests in the aforesaid 49/120th Share in Agricultural Land total measuring 8 Bighas 9 Biswas, bearing Khasra Nos.23//20/2(2-18), 21/1(0-10), 24//15/1(1-15), 16/1(1-15), 25/1(1-10), 32//5/1/1(0-1)

For B.R.B. Constructions (P) Ltd.


Director

For NU STORES PVT LTD


Director



situated in the revenue estate of Village Samalka, Tehsil Vasant Vihar, New Delhi, together with all structures (pucca or otherwise), crops, trees, groves, borewell, boundary, other movable attached thereto alongwith all their rights, title and interest including Bhumidari, cultivatory rights, to the RELEASEE, absolutely and forever.

2. That the RELEASEE has paid the aforesaid consideration of a sum of Rs.3,56,40,000/- (Rupees Three Crore Fifty Six Lacs Forty Thousand only), after deducting Rs.3,60,000/- i.e. 1% of total consideration towards TDS, vide UTR No. SCBLH13248002773 dated 5-9-13 from Standard Chartered Bank, Connaught Place, New Delhi, in full and final payment to the RELEASOR, and the legal receipt of the same is hereby admitted and acknowledged by the RELEASOR in full and final payment towards the release price of their rights, titles and interest in the aforesaid land.
3. That the RELEASOR hereby explicitly admit and declare that having received the aforesaid consideration in full and final payment, nothing is left due from the RELEASEE to the RELEASOR against release consideration for the purchase of the said land, as the aforesaid consideration represents the full and final consideration for the transaction.
4. That the RELEASOR has handed over the actual and peaceful physical vacant possession of the said land to the RELEASEE on spot alongwith all the structures standing thereon besides all the rights appurtenant thereto including the right of easement and privileges.
5. That the RELEASOR has handed over the relevant original documents relating to the said land to the RELEASEE, at the time of execution of this release Deed.

For B.R.B. Constructions (P) Ltd.



Director

For NU STORES PVT. LTD.




Director

6. That the RELEASOR has undertaken and assured the RELEASEE that their right and title in the said land subsists and except the RELEASOR nobody else including their legal heirs, representatives, etc. have any right, title, interest or claim whatsoever or howsoever in the said land and the RELEASOR has full, unfettered and unrestricted right, power and absolute authority to release, sell, transfer, convey and assign the said land and they are fully competent to execute this release Deed and to sign all necessary documents in this regard.
7. That the RELEASOR have assured the RELEASEE that the said land has clear marketable title and is free from all sorts of encumbrances including but not restricted to prior sale, release, pledge, mortgage, charge, will, gift, exchange, lien, guarantee, surety, security, agreement, arrangement, power of attorney, proceedings, decree, trust, claim, lispendens, breaches, disputes, litigation, court injunction, stay order, notice, attachment, acquisition etc. and is not subject matter of any HUF, Trust, minors etc.
8. That the RELEASOR has assured and undertaken to the RELEASEE that there is no other subsisting agreement, arrangement, MOU, settlement, power of attorney etc. in respect of the said land or any part thereof with any person, authority, organization etc. and the RELEASOR has further assured that they have neither done nor been party to any act whereby their rights, title and interest in the said land may, in any way, be impaired or whereby the RELEASOR may be prevented from transferring the said land.
9. That the RELEASOR have represented and assured to the RELEASEE that there is no breach, violation etc. and he has not violated any of the bye-laws, rules and regulations etc. of any statute as applicable to the said land and have deposited all demands, dues etc.
10. That the RELEASOR shall not act in contravention to this Release Deed or evade any action that may put the RELEASEE to any losses/ damages or which is detrimental to the interest of the RELEASEE.

For B.R.B. Constructions (P) Ltd.


Director

For NU STORES PVT. LTD.


Director

11. That the said land has not been notified under section 4 &/or 6 of Land Acquisition Act, 1894, either for the planned development of Delhi or for any other purposes and is situated within the green belt and outside the urbanized limits. The release Deed will not contravene the provisions of the Delhi Land Reforms Act, 1954.
12. That there is no poultry farm, warehouse, cattle livestock, raising of grass on the said land. The said land is agricultural land.
13. That the said land is also free from implication and application of ULCR Act.
14. That the said land is being used for agriculture purpose and neither any notice u/s 81 of the Delhi Land Reforms Act, 1954, has been received nor any proceeding is pending in any court of law.

Relying on the aforesaid representation and believing the same to be true and acting on the faith thereof, the RELEASEE has agreed to acquire the said land and the RELEASOR does doth hereby indemnify and shall keep RELEASEE indemnified for all losses and damages that the RELEASEE may suffer because of any defect in the title of the RELEASOR.

15. That all taxes, such as Municipal taxes, Land Revenues and other charges etc. has been paid by the RELEASOR and RELEASOR shall be fully responsible and liable for all such arrears, liabilities etc. related upto the date of possession. The RELEASOR also undertake that they will be liable and responsible for all the above payments even if any demand arises in future. Thereafter the same shall be paid and borne by the RELEASEE.

For B.R.B. Constructions (P) Ltd.



Director

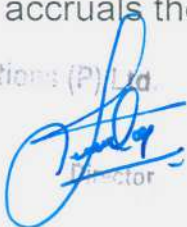
For NU STORES PVT. LTD



Director

16. That the RELEASOR admit and confirm that after execution of this release deed in favour of the RELEASEE, the RELEASOR has been left with no right, title, claim or interest whatsoever in the said land and the RELEASEE has become the absolute owner thereof, for all intents and purposes and the RELEASEE is fully competent and empowered to avail all benefits, rentals, deposits, accruals, enjoy the same as well as to transfer or alienate the same or any part thereof, by way of sale, mortgage, gift, collaboration, lease or otherwise deal with the same in the manner, they like, subject to Revenue Authorities/Tehsils rules and regulations without any disturbance, hindrance, approval, objection or demand from the RELEASOR or anybody else claiming under or in trust for him/her/them.
17. That if in future the said land and/or any part thereof is acquired by any department, authority or government, in that case the RELEASEE shall be entitled for all benefits, rights, claims, residuary rights, advantages and easements pertaining to the said land including the compensation of the same as well as the alternative land/properties and the RELEASOR shall have no claim whatsoever in this regard.
18. That the RELEASEE can get the said land mutated/transferred in the records of Delhi Development Authority/Tehsil/Revenue authorities and other concerned departments/M.C.D./N.D.M.C/ Delhi Administration/House Tax Departments/ Electricity Company and concerned authorities/Delhi Jal Board /M.T.N.L. etc. and as well as the matters, connections, facilities etc. related to the said land, wherever if so required, on the basis of this Release Deed or its certified true copies in their own name, and the RELEASOR shall be deemed to have given their "No Objection" in this regard and the RELEASEE may also get new connections installed at the said land in their own name at their own costs and expenses. The RELEASEE shall also be entitled for all the security deposits etc. made by the RELEASOR and may derive all benefits and accruals thereof.

For B.R.B. Constructions (P) Ltd.

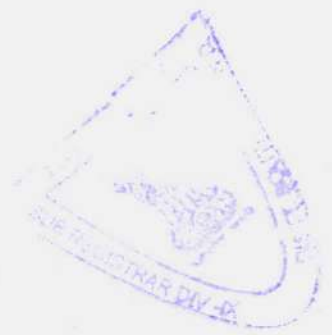


Director

For NU STORES PVT. LTD.



Director



19. That the RELEASOR and all persons claiming under or through the RELEASOR shall and will, as and when required by the RELEASEE and at the RELEASEE's costs, agree to do all acts and execute all documents and to present himself/herself/themselves before the concerned authorities as be reasonably required by the RELEASEE for more fully effectuating the release being hereby made or for more fully owning and enjoying the said land or defending any action or proceeding concerning the same.
20. That in the event of any of the covenants, representations, undertakings, assurances etc. made herein by the RELEASOR turning out to be incorrect or false or found contrary or the title of the RELEASOR in the said land is found defective or if any one else claims adverse right or interest in the said land, then the RELEASOR shall be liable and responsible for all the liabilities, risks, dues, losses, costs, expenses, claims, arrears etc. on whatsoever account or of whatsoever nature. In case the RELEASEE suffers any types of losses, damages, costs etc. on their accounts or is deprived off from the whole or any part of the said land, in that event also the RELEASOR shall be liable and responsible to make good and pay such losses, damages, costs, expenses, loss or profits etc, thus suffered/sustained by the RELEASEE and they will keep the RELEASEE freely, clearly and absolutely acquitted and exonerated and forever saved, defended, harmless and indemnified against the same and also compensate the RELEASEE for the same. In addition to the same the RELEASEE shall have right to take legal action against the RELEASOR. The RELEASOR and their all kind of moveable and immoveable properties shall be responsible to fulfill all the losses sustained by the RELEASEE. The RELEASEE shall be fully entitled to proceed for all action, claims, dues, losses etc. against RELEASOR, and none shall have any right to raise any objection against the same.
21. That all the expenses of this release deed viz. Stamp Duty, Registration Charges etc. have been borne and paid by the RELEASEE.

For B.R.B. Constructors (P) Ltd.



Director

For NU STORES PVT. LTD



Director

-:10:-

22. That the parties are Indian Nationals.

23. That the Release Deed is executed at New Delhi and Court(s) in Delhi/New Delhi, and the courts at Delhi/New Delhi alone will have the exclusive jurisdiction over this Deed to the exclusion of all other courts and the Deed shall be set to any construed in accordance with the laws of India.

IN WITNESS WHEREOF THE RELEASOR AND THE RELEASEE HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS RELEASE DEED ON THE DAY, MONTH AND YEAR, FIRST WRITTEN ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

WITNESSES: -

1. 

Ramesh Kumar S/o Late Sh. Nar Ram
RZF-941A, Raj Nagar-II, New Delhi-45
UID No.9421-1557-3468

For B.R.D. (P) Ltd


RELEASOR

2. 

Rajpal Yadav S/o Late Jamnadass
VPO Rajokari, New Delhi
UID No.4055-7410-8516

For NU STORES PVT. LTD


RELEASEE Director



POSSESSION-LETTER

This is to confirm that We, M/s. Delhi Apartments (P) Ltd., a Company duly incorporated under the Companies Act, 1956, having its registered office at 6, Lajwanti Garden, New Delhi, represented through its Director Shri Hitesh Bhardwaj S/o Shri Deepak Bhardwaj, duly authorized vide Resolution passed in the meeting of Board of Directors held on 3rd June, 2013, have handed over the actual and peaceful physical vacant possession of our Agricultural land measuring 2 Bighas 10 Biswas, bearing Khasra No.31//17 min.(2-10), Situated in the revenue estate of Village Samalka, Tehsil Vasant Vihar, New Delhi, to M/s. Umrao Hotels & Resorts (P) Ltd., a Company duly incorporated under the Companies Act, 1956, having its registered office at N-1, BMC House, Middle Circle, Connaught Place, New Delhi, represented through its Director Shri Jagdish Yadav, on the spot, under the terms and conditions of Sale Deed dated 3rd September, 2013. And hereafter the said purchaser will be fully entitled for all benefits, rights, claims, advantages and easements pertaining to the said land.



POSSESSION TAKEN OVER BY

PLACE: NEW DELHI

DATED: September, 2013

WITNESSES: -

1. 

Shri Ramesh Kumar S/o Late Shri Nar Ram
RZF-941, Raj Nagar-II, N.Delhi-45
EC No.NRX0141838

2. 

Shri Rajpal
S/o Shri Jamna Dass
R/o VPO Rajokari, New Delhi
UID No.405574108516

For DELHI


Director/Authorised Signatory

POSSESSION HANDED OVER BY

RECEIPT

We, M/s. Delhi Apartments (P) Ltd., a Company duly incorporated under the Companies Act, 1956, having its registered office at 6, Lajwanti Garden, New Delhi, represented through its Director Shri Hitesh Bhardwaj S/o Shri Deepak Bhardwaj, duly authorized vide Resolution passed in the meeting of Board of Directors held on 3rd June, 2013, have received a sum of Rs.3,13,00,000/- (Rupees Three Crore Thirteen Lac only), in the following manner: -

Amount	Ch.Nos.	Dated	Bank
Rs.3,13,00,000/-	001740	01.06.13	Standard Chartered Bank

as full and final sale consideration towards the sale price of our rights, titles and interests in the Agricultural land measuring 2 Bighas 10 Biswas, bearing Khasra No.31//17 min.(2-10), Situated in the revenue estate of Village Samalka, Tehsil Vasant Vihar, New Delhi, from M/s. Umrao Hotels & Resorts (P) Ltd., a Company duly incorporated under the Companies Act, 1956, having its registered office at N-1, BMC House, Middle Circle, Connaught Place, New Delhi, represented through its Director Shri Jagdish Yadav, under the terms and conditions of Sale Deed dated 3rd September, 2013.

IN WITNESS WHEREOF, We, the executants, have signed this Receipt at New Delhi on this 3rd day of September, 2013, in the presence of the following witnesses;

WITNESSES: -

1.



Shri Ramesh Kumar S/o Late Shri Nar Ram
RZF-941, Raj Nagar-II, N.Delhi-45
EC No.NRX0141838

2.

Shri Rajpal
S/o Shri Jamna Dass
R/o VPO Rajokari, New Delhi
UID No.405574108516

For DELHI APARTMENTS (P) LTD.

EXECUTANTS
Director Authorized Signatory