

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 03/02/2021

Certificate No. G0C2021B3427



Stamp Duty Paid : ₹ 30919000

(Rs. Only)

GRN No. 72331395



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Ridgecraft Homes Pvt Ltd

H.No/Floor : Thirdfloor

Sector/Ward : 76

LandMark : Next door u block bptp park land

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 99\*\*\*\*\*33



**Buyer / Second Party Detail**

Name : M r g Castle reality Llp

H.No/Floor : 131/ff

Sector/Ward : 54

LandMark : Vatika tower a golf course road

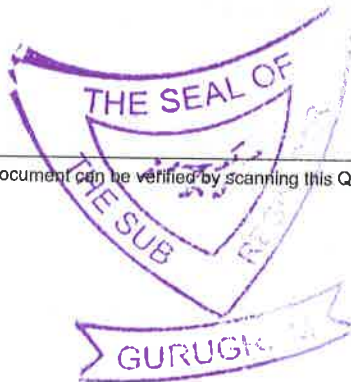
City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*33

Purpose : SALE DEED



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

Sale Deed

W82

Vasike no 5623

Dated:- 04-02-2021

Registration fee GRN 69673426

Village Babu Puv

Area 36 K om.



Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 24/11/2020

Certificate No. G0X2020K1700



Stamp Duty Paid : ₹ 2156000  
(Rs. Only)

GRN No. 69673835



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Ridgecraft Homes Pvt Ltd

H.No/Floor : Thirdfloor

Sector/Ward : 76

LandMark : Next Door U Block BPTP Park Land

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 99\*\*\*\*\*33



**Buyer / Second Party Detail**

Name : M R G Castle Reality LLP

H.No/Floor : 131/FF

Sector/Ward : 54

LandMark : Vatika Tower A Golf Course Road

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*33

Purpose : Sale Deed

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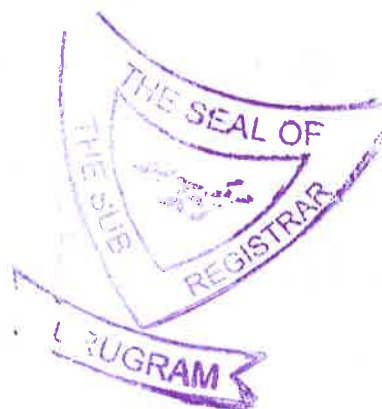
*Sale Deed*

*Vatika no 5623*

*Dated:-*

*04-02-2021*

*Registration fee GRN 69673426  
village Babu pur  
Area 36K 0m.*



## SALE DEED

This Sale Deed (this "Deed") is made and executed at Gurugram on this 4th day of February 2021.

### BY

**Ridgecraft Homes Private Limited** (CIN: U70200HR2018PTC073851 and PAN AAICR9212Q), a company registered under the Companies Act, 2013, having its registered office at 3rd Floor, Next Door, U-Block, BPTP Parklands, Sector-76 Faridabad 121001, acting through its authorized signatory, Mr. Virender Kumar (Aadhaar No. 480597638816) S/o Shri R.P. Singh duly authorised vide board resolution dated January 27, 2021 (hereinafter referred to as the "**Vendor**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and permitted assigns) of the **FIRST PART**;

### AND

**BPTP Limited** (CIN: U45201HR2003PLC082732 and PAN AACCB2442A), a company registered under the Companies Act, 1956, having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad 121004, acting through its authorized signatory, Mr. Virender Kumar S/o Shri R.P. Singh duly authorised vide Letter of Authority dated February 02, 2021 (hereinafter referred to as the "**Confirming Party**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and permitted assigns) of the **SECOND PART**;

### IN FAVOUR OF

**MRG Castle Reality LLP (formerly known as Truetrust Analytics Pvt Ltd)** (LLPIN: AAU-2278), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, and having its registered office at Unit No 131, First Floor, Vatika Towers, Block A Wazirabad, Sector-54, Gurugram – 122003, through its authorised signatory, Mr. Dinesh Singh Negi (Aadhaar No. 889794417686) vide resolution dated January 14, 2021 (hereinafter referred to as the "**Vendee**", which expression shall unless repugnant to the context thereof, be deemed to mean and includes its successors and assigns) of the **THIRD PART**.

Hereinafter the Vendor and Vendee are individually referred to as a "**Party**" and collectively as the "**Parties**".

### **WHEREAS:**

- A. The Vendor is the sole and absolute legal owner and in exclusive possession and otherwise well and fully entitled to all interests, title and benefits in and to the agricultural land admeasuring approximately 36 kanal 0 marla (approx.. 4.5 acres) situated at Village Babupur, Sector 106, Gurugram, Haryana, more particularly described in **Schedule I** hereof and delineated in site plan annexed herewith and marked as **Schedule II** (hereinafter referred to as the "**Land**"). The Vendor has acquired the said Land vide duly registered Sale Deed bearing Vasika No. 3258 dated

प्रलेख नः5623

दिनांक:04-02-2021

<b>डीड संबंधी विवरण</b>		
डीड का नाम SALE URBAN AREA WITHIN MC		
तहसील/सब-तहसील गुरुग्राम	गांव/शहर बाबूपुर	स्थित Babupur
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		अन्य क्षेत्र
पता : BABUPUR		
<b>भवन का विवरण</b>		
<b>भूमि का विवरण</b>		
कृषि चाही	36 Kanal	
<b>धन संबंधी विवरण</b>		
राशि 472500000 रुपये	कुल स्टाम्प ड्यूटी की राशि 33075000 रुपये	
स्टाम्प नं : G0C2021B3427	स्टाम्प की राशि 30919000 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:69673426	पेस्टिंग शुल्क 3 रुपये
DeficiencyStampno: G0X2020K1700	DeficiencyGrno: 69673835	DeficiencyAmt: 2156000
Drafted By: SELF	Service Charge:200	

यह प्रलेख आज दिनांक 04-02-2021 दिन गुरुवार समय 2:55:00 PM बजे श्री/श्रीमती/कुमारी मैसर्स रिजक्राफ्ट होम्स प्रालिरजिऑफिस ओटी14 IIIrd फ्लोर नेक्स्ट डोर पार्कलैंड्स सै76 RIDGECRAFT HOMES PVT LTD thru VIRENDRA KUMAR OTHER निवास .. द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

हस्ताक्षर प्रस्तुतकर्ता

मैसर्स रिजक्राफ्ट होम्स प्रालिरजिऑफिस ओटी14 IIIrd फ्लोर नेक्स्ट डोर पार्कलैंड्स सै76 RIDGECRAFT HOMES PVT LTD

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

या

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

दिनांक 04-02-2021

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

मैसर्स रिजक्राफ्ट होम्स प्रालिरजिऑफिस ओटी14 IIIrd फ्लोर नेक्स्ट डोर पार्कलैंड्स सै76 RIDGECRAFT HOMES PVT LTD

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी MRG CASTLE REALITY LLP thru DINESH SINGH NEGIOOTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M K CHAUHAN पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी MAHESH VARUN पिता --- निवासी DELHI ने की।  
साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप से जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 04-02-2021

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

GURUGRAM



herein is also purchasing from the Vendor adjacent land parcels which collectively with the said Land aggregates to 57 kanal 7 marla (approx.. 7.168 acres) ("**Total Land**") .

- C. The Vendor has represented that Rainbow Promoters Private Limited (CIN: U74899HR1996PTC080933), a company registered under the Companies Act, 1956, having its registered office at OT-14, 3rd Floor, Next Door, Parklands Sector-75 Faridabad 121004 (hereinafter referred as "**Rainbow**"), has entered into a Perpetual License Agreement dated July 05, 2017 ("**License Agreement**") with Godrej Real View Developers Private Limited (CIN U45309MH2016PTC285438), a company registered under the Companies Act, 2013, having its registered office at Godrej One, 5<sup>th</sup> Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 ("**GRVDPL**"), whereby Rainbow has granted perpetual license to GRVDPL and GRVDPL Project (*as defined herein below*) to develop and use, on license basis and on a non-exclusive, non-transferable, non-assignable and non-heritable basis, a 15 meters wide road ("**Road**") through the said Total Land to (a) connect the adjoining land parcels owned by GRVDPL ("**GRVDPL Land**") to the 75 meters wide sector road ("**Road**") and (ii) pass the services beneath the Road with respect to the project developed / to be developed by GRVDPL on the GRVDPL Land ("**GRVDPL Project**"), on terms contained therein. The costs and expenses for construction and development of the Road shall be shared between Rainbow and GRVDPL in ratio of 1:3, i.e. 33.34% and 66.66%, respectively. Rainbow has paid its share of Rs.24,26,127/- vide cheque number 000008 dated 29.11.2019 for an amount of Rs. 28,14,306/- (including taxes) drawn on RBL Bank Ltd. The Vendor further represents that Rainbow has not transferred the title and/or legal possession of the land beneath the Road or any part thereof to GRVDPL and the Vendor is also entitled for FAR available for the land beneath the Road.
- D. The Vendor has represented that, except as disclosed herein, the Land is free from all encumbrance, mortgages, charges, injunction, court orders, decrees, legal flaws, claims, demands, dues and notices and the Vendor has the exclusive right to deal with the Land in any manner whatsoever.
- E. The Vendee acknowledges that the Vendor has furnished all information, clarifications etc., as demanded by the Vendee with regard to the said Land and the Vendee has executed this Deed with the Vendor after having carried out the detailed due diligence to its satisfaction including but not limited to perusal of the ownership record of the said Land and title of Vendor in the said Land, and all other documents relating to competence of Vendor to sell and transfer the said Land to the Vendee. The Vendee further acknowledges that the Vendee has done the site inspection and satisfied itself with possession and title of the Vendor and physical and other condition with regard to the said Land and the Vendee is agreeing to purchase the said Land on as is where is basis. The Vendee has relied solely on its own judgment and investigation while deciding to execute this Deed. There is no other oral or written representation or statement, made by the Vendor / Confirming Party or any person claiming under them, which may be considered to be part of this Deed.
- F. The Vendee has approached the Vendor to purchase the Land together with all rights, liberties, privileges, easements, appendages and advantages whatsoever attached to the Land and the Vendor has agreed to sell and transfer the said Land and the Vendee has agreed to purchase the same from Vendor for a total consideration of Rs. 10,50,00,000/-

Reg. No.

Reg. Year

Book No.

5623

2020-2021

1



विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- मैसर्स रिजक्राफ्ट होम्स प्रालिरजिऑफिस ओटी14 IIIrd फ्लोर नेक्स्ट डोर पार्कलैंडस  
सै76 thru VIRENDRA KUMAROTHER RIDGECRAFT HOMES PVT  
LTD

क्रेता :- thru DINESH SINGH NEGIOOTHERMRG CASTLE REALITY  
LLP

गवाह 1 :- M K CHAUHAN

गवाह 2 :- MAHESH VARUN

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5623 आज दिनांक 04-02-2021 को बही नं 1 जिल्द नं 46 के पृष्ठ नं 179.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1515 के पृष्ठ संख्या 59 से 60 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 04-02-2021



उप/सयुक्त पंजीयन अधिकारी( गुरुग्राम )



liberties, privileges, easements, appendages and advantages whatsoever attached to the Land and the Vendor has agreed to sell and transfer the said Land and the Vendee has agreed to purchase the same from Vendor for a total consideration of Rs. 47,25,00,000/- (Rupees Forty Seven Crores Twenty Five Lakhs only) ("**Sale Consideration**") on the terms and conditions contained hereinafter.

**NOW THIS SALE DEED WITNESSETH AS FOLLOWS:**

1. That for and in lieu of the Sale Consideration of Rs. 47,25,00,000/- (Rupees Forty Seven Crores Twenty Five Lakhs only) paid / to be paid by the Vendee to the Vendor in the manner stated hereinafter, the Vendor hereby irrevocably, on as is where is basis, sell, grant, convey, transfer, assign and assure unto the Vendee, by way of absolute sale the Land together with possession, all right, title and interest into and upon the same and every part thereof what-so-ever appertaining to the Land belonging to or in any way usually held, enjoyed or reputed to be known as part and parcel thereof, and their entire right, title and interest whatsoever therein unto and upon the Land absolutely free from all encumbrances, charges, liens, lis-pendens, injunctions, mortgages and attachments.
2. That the Vendee has paid and agreed to pay the Sale Consideration to the Vendor in the manner stated herein below:
  - a. Simultaneously with the execution of this Deed, the Vendee has paid Rs. 33,82,41,288/- (Rupees Thirty Three Crores Eighty Two Lakhs Forty One Thousand Two Hundred and Eighty Eight only) ("**Part Sale Consideration**") to the Vendor, after deducting an amount equivalent to 0.75% of the aforesaid Part Sale Consideration, as TDS i.e. Rs. 35,43,750/- (Rupees Thirty Five Lakhs Forty Three Thousand Seven Hundred and Fifty only) towards tax deduction at source as prescribed under the applicable laws, in the manner stated herein below. The said TDS amount of Rs. 35,43,750/- (Rupees Thirty Five Lakhs Forty Three Thousand Seven Hundred and Fifty only) shall be deposited by the Purchaser with the Income Tax Authorities, on behalf of the Vendor, within 2 (two) days from the execution date hereof and shall handover TDS certificate to the Vendor within the said timeline.

Particulars	Dated	Drawn on	Amount (in Rs.)
Demand draft bearing no. 000260	03.02.2021	AU Small Finance Bank	5,57,82,923
Demand draft bearing no. 000261	03.02.2021	AU Small Finance Bank	5,57,82,923
Demand draft bearing no. 000262	03.02.2021	AU Small Finance Bank	5,57,82,923
Demand draft bearing no. 000263	03.02.2021	AU Small Finance Bank	5,57,82,923
Demand draft bearing no. 000264	03.02.2021	AU Small Finance Bank	5,57,82,923

For BPTP LIMITED

Director/Authorised Signatory

For Ridgecraft Homes Private Limited

Director/ Authorised Signatory

For MRG CASTLE REALITY LLP

Authorised Signatory



Demand draft bearing no. 000265	03.02.2021	AU Small Finance Bank	5,57,82,923
<b>TOTAL</b>			<b>33,46,97,538</b>

- b. The Vendee shall pay the balance Sale Consideration of Rs. 13,42,58,712/- (Rupees Thirteen Crores Forty Two Lakhs Fifty Eight Thousand Seven Hundred and Twelve only) ("**Balance Sale Consideration**") to the Vendor on or before the expiry of the 6 (six) months period commencing from the execution date hereof.
- c. With regard to the due payment of the Balance Sale Consideration as per aforesaid timelines, the Vendee has issued post-dated cheque in favour of the Vendor ("**Post-Dated Cheque**"), details of which are provided herein below.

Cheque Number	Dated	Drawn on	Amount (in Rs.)
000018	03.08.2021	AU Small Finance Bank, Urban Estate, Gurugram	4,47,52,904
000019	03.08.2021	AU Small Finance Bank, Urban Estate, Gurugram	4,47,52,904
000020	03.08.2021	AU Small Finance Bank, Urban Estate, Gurugram	4,47,52,904
<b>TOTAL</b>			<b>13,42,58,712</b>

- d. That the Vendee has agreed and confirmed that the Vendor shall be entitled to deposit their respective Post-Dated Cheque on their respective due dates without further confirmation or approval from the Vendee. The Vendee further assures and confirms that the Post-Dated Cheque shall not be dishonoured/returned unpaid for whatever reason or on whatever account. That the Vendee undertakes not to close its account in the drawee bank under any circumstances or for whatever reason till all the Post- Dated Cheque towards the Balance Sale Consideration are encashed as per payment schedule provided herein above. The Vendee further undertakes and assures that it shall not act in any manner that may render the drawee bank to refuse payment against the respective Post-Dated Cheque issued to the Vendor. The Vendee is fully aware that it shall be liable for all consequences for any failure to encash the Post-Dated Cheque on the appointed date(s) and it shall never raise any dispute in relation to any action taken by the Vendor in accordance with applicable laws, in case of dishonor of any of their respective Post-Dated Cheque provided by the Vendee.
3. Notwithstanding anything provided under this Deed, Parties hereby agree and acknowledge the transfer of right, title and interest in the Land from the Vendor to Vendee is subject to the realization of the entire Sale Consideration by the Vendor and which includes encashment of their respective Post-Dated Cheque. It is further clarified that irrespective of the execution and registration of this Deed, the Vendee will only become an owner/ title holder of the Land when the payment under the respective Post-

For BPTP LIMITED

For Ridge Real Estate Private Limited

For MRG CASTLE REALITY LLP

Date of Birth: _____ Date of Issue: _____ Date of Expiry: _____	Name: _____ Address: _____ City: _____
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I, \_\_\_\_\_, do hereby declare that the above information is true and correct to the best of my knowledge and belief. I am aware of the consequences of providing false information and I accept full responsibility for the same.

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Sl. No.	Name	Address	City
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____

This is to certify that the above information is true and correct to the best of my knowledge and belief. I am aware of the consequences of providing false information and I accept full responsibility for the same.

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



This is to certify that the above information is true and correct to the best of my knowledge and belief. I am aware of the consequences of providing false information and I accept full responsibility for the same.

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Dated Cheque are realized by the Vendor. However, if the Post-Dated Cheque issued to the Vendor gets dishonored for any reason whatsoever then the Vendee shall make the payment of the Balance Sale Consideration equivalent to the amount mentioned in such respective Post-Dated Cheque issued to the Vendor ("**PDC Balance Consideration**") within 10 (ten) days from the date of dishonor of such respective Post-Dated Cheque ("**Grace Period**"). In the event the Vendee fails to pay the respective PDC Balance Consideration on or before the expiry of the Grace Period then this Deed shall stand automatically stand terminated and any amount received by the Vendor in terms of this Deed shall stand forfeited, to which the Vendee shall have no objection. The Vendee acknowledges that the aforesaid forfeiture by the Vendor is not by way of penalty, but it is a genuine pre-estimated losses suffered/to be suffered by the Vendor. The Parties acknowledge that upon such termination the possession of the said Land shall stand reassumed by the Vendor and the Vendee shall cease to have any right, title or interest in the said Land and the Vendor shall be free to deal with the said Land in any manner as they may deems fit in their sole and absolute discretion. Any and all costs and expenses as may be required to be incurred for reconveyance of the said Land in favour of the Vendor shall be solely borne and paid by the Vendor. The Vendee agrees and acknowledges that upon such termination, neither the Vendee nor any person claiming under it shall make / raise any claim, by whatever name, against the Vendor / Confirming Party / said Land and the Vendee shall keep indemnified the Vendor and Confirming Party in this regard.

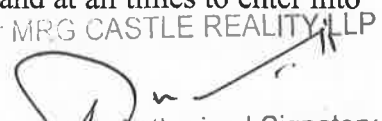
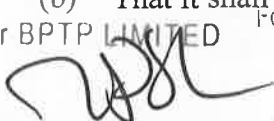
4. Simultaneously with the execution of this Deed, the Vendor has handed over actual, legal, physical unencumbered, unhindered, unfettered, undivided and vacant possession of the said Land to the Vendee, and the Vendee hereby acknowledges the receipt of the same from the Vendor to its complete satisfaction and upon execution of this Deed, the Vendee, shall have unfettered right of access to the said Land and ingress and egress rights, without any hindrance of any kind from the Vendor or any other person claiming under the Vendor.
5. That the Vendee hereby agrees and undertakes to adhere to the terms of the License Agreement entered with GRVDPL and shall, at all times after the execution date hereof, ensure that rights of GRVDPL under the said License Agreement are not jeopardize in any manner whatsoever. Further, the Vendee hereby agrees and undertakes that neither it nor any person claiming under it shall at any time take / initiate any action which in any manner affects the (a) said Road and/or (b) perpetual rights of GRVDPL and/or GRVDPL Project and/or (c) ingress egress through said Road and/or (d) services laid / to be laid down beneath the Road and in this regard the Vendee shall keep indemnified and hold harmless Rainbow and Vendor. Further, the Vendee acknowledges that it has received a copy of the License Agreement and it has read and understood all rights and obligations of the GRVDPL and Rainbow/ Vendor (including the transferee(s) of the said Total Land) contained therein.
6. Subject to the disclosures made by the Vendor under this Deed, the Vendor hereby represents and warrants to the Vendee:
  - (a) That the Vendor has full right and absolute authority, and legal competency to sell, convey and transfer the said Land to the Vendee and receive the Sale Consideration.

(b) That it shall be lawful for the Vendee from time to time and at all times to enter into

For BPTP LIMITED

For Ridgecraft Real Estate Pvt. Ltd.

For MRG CASTLE REALITY LLP

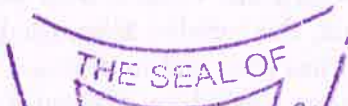


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Director/Authorised Signatory

Director/ Authorised Signatory

Authorised Signatory





and upon, hold, possess and enjoy the Land and every part thereof without any hindrance, interruption, disturbance, impediment, claim or demand whatsoever from or by the Vendor and/or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Vendor and make payment of Sale Consideration to the Vendor without any legal impediments.

- (c) That the Land is free from all encumbrances, charges, liens, and the Vendor has clear, absolute, marketable title and indefeasible ownership rights to the Land.
- (d) That there is no legal impediment or bar whereby the Vendor can be prevented from selling, transferring and vesting the absolute title in the said Land in favour of the Vendee and the Vendor has full power and authority to execute this Deed and to perform its obligations and to make the representations and warranties as contained in this Deed.
- (e) That there is no subsisting agreement for sale in respect of the Land hereby sold to the Vendee and the same has not been disposed off or transferred to or in favour of any other person or persons under any exchange or any other arrangement etc., except with the Vendee.
- (f) The Vendor agrees that in case the Land or any part thereof is ever notified for acquisition by the State Government or any other authority either for any reason whatsoever, then the entire compensation from the State Government or any other authority shall be sole entitlement of the Vendee.
- (g) The execution, delivery and performance of this 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.
- (h) 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 Land.
- (i) 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 Land or any part thereof and/or preventing or restraining the Vendor from entering into this Deed. There is no proceeding pending under the Income Tax Act, 1961 in respect of the said Land or which could affect the transaction hereunder.
- (j) No person/s other than Vendor has any right, claims or demand in respect of the said Land. The Vendor has the absolute right, and authority to enter into and execute this Deed and have 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 said Land to Vendee under this Deed may be prejudicially affected.
- (k) There has been no proceedings initiated or to the knowledge of the Vendor; no notices to the knowledge of the Vendor has been served on and/or received by the

For BPTP LIMITED

For Ridgecraft Homes Private Limited

For MRG CASTLE REALITY LLP

Director/Authorised Signatory

Director/ Authorised Signatory

Authorised Signatory

and the fact that the Commission has not yet received the necessary information to enable it to make a final decision on the matter. The Commission is therefore unable to make a final decision on the matter at this time.

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Vendor; and no orders affecting or relating to the said Land or any part thereof, nor has the Vendor been in breach or in violation of any land ceiling legislations, as applicable in the State of Haryana, under applicable law, in relation to the said Land.

7. The Vendee at its own costs and expenses can get the Land transferred and mutated in its own name as owner in the records or of any concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor. However, if so required by the Vendee and at the cost of the Vendee, the Vendor shall also appoint, if so required by the Vendee, any person to represent the Vendor before any governmental authority and delegate due authority to such person to do all such acts, deeds and things to facilitate and ensure the mutation of the said Land in favour of the Vendee as contemplated above.
8. The Vendee shall be entitled to hold, possess, use and enjoy the said Land in the manner permitted by the competent authorities without any hindrance or claim from the Vendor.
9. The Vendee shall be solely responsible and liable for any contravention of laws, rules regulations and policies applicable to the said Land after execution of this Sale Deed.
10. The Vendor has paid and shall pay all taxes, dues, demands, charges, duties, liabilities and shall be solely responsible and liable for any contravention of laws, rules regulations and policies applicable with respect to the said Land existing up to the date of execution of this Deed. The Vendee agrees and undertakes to pay, from the date of execution of this Deed, directly to the competent authority(ies) all taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable in respect of the said Land.
11. The Vendee has borne all expenses for the execution and registration of this Deed including the cost of stamp duty, registration and other incidental charges. Further, the Vendee shall in respect of this Deed also bear the expenses/charges if there is any shortfall/deficiency/additional levy on the stamp duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee. Similarly, the Vendor shall be liable for any shortfall/deficiency/additional levy on the stamp duty, as a consequence of any order of government / statutory or other local authority before execution of this Deed.
12. That, this Deed constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The preamble and recitals to this Deed shall form an integral part of this Deed.
13. This Deed shall be governed by, and interpreted in accordance with the laws of India and the courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Deed.

**[Signature page follows]**

For BPTP LIMITED

Director/Authorised Signatory

For Ridgecraft Homes Private Limited

Director/ Authorised Signatory

For MRG CASTLE REALITY LLP

Authorised Signatory

1. The undersigned hereby certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

2. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

3. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

4. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

5. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

6. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

7. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.

8. The undersigned further certifies that the above named person is a resident of the village of Gurugram, District of Gurugram, Haryana, India, and is entitled to the benefits of the Gurugram Municipal Corporation, Gurugram, Haryana, India.



Signature of Sub Registrar

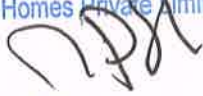
Signature of Sub Registrar

Signature of Sub Registrar

IN WITNESS WHEREOF the parties have executed these presents at the place, day, month and year as first above written in the presence of the undernoted witnesses:

FOR AND ON BEHALF OF THE VENDOR FOR AND ON BEHALF OF THE VENDEE

For Ridgecraft Homes Private Limited



Director/Authorised Signatory

**Virender Kumar**  
Authorised Signatory

For MRG CASTLE REALITY LLP



Authorised Signatory

**Dinesh Singh Negi**  
Authorised Signatory

FOR AND ON BEHALF OF THE CONFIRMING PARTY

For BPTPL LIMITED



Director/Authorised Signatory

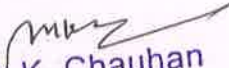
**Virender Kumar**  
Authorised Signatory

WITNESSES:

1.

Name:

Address:

  
**Mahesh K. Chauhan**  
Advocate  
Distt. Courts, Gurugram

2.

Name:

Address:



**Mahesh Varun**

67-B, Kundan Nagar

Street no. 5, Laxmi Nagar  
Delhi - 110092

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**SCHEDULE I**  
**DESCRIPTION OF THE SAID LAND**

Agricultural land admeasuring 36 kanal 0 marla (approx.. 4.5 acres) situated at village Babupur, Sector 106, Tehsil and District Gurugram, Haryana as per Jamabandi year 2018-19 through mutation no. 1294.

Village	Khewat no.	Rectangle Number	Killa Number	Area (Kanal – Marla)
<b>Babupur</b>	26	28	2	8-0
	26	28	3	8-0
	26	28	9/1	0-18
	26	20	19	2-4
	26	20	20/2	5-7
	26	20	21/1	3-11
	26	20	22	8-0
			<b>Total</b>	<b>36-0 (4.5 acres)</b>

For BPTP LIMITED

Director/Authorised Signatory

For Ridgecraft Homes Private Limited

Director/ Authorised Signatory

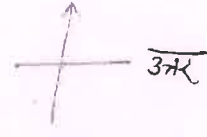
For MRG CASTLE REALITY LLP

Authorised Signatory



**SCHEDULE II**  
**SITE PLAN / SIZRA PLAN**

नकल अम्बडा श्री जेरा गांव बाबुपुर ह.बे.न० 603सह मावईर जिला उस्मानाबाद

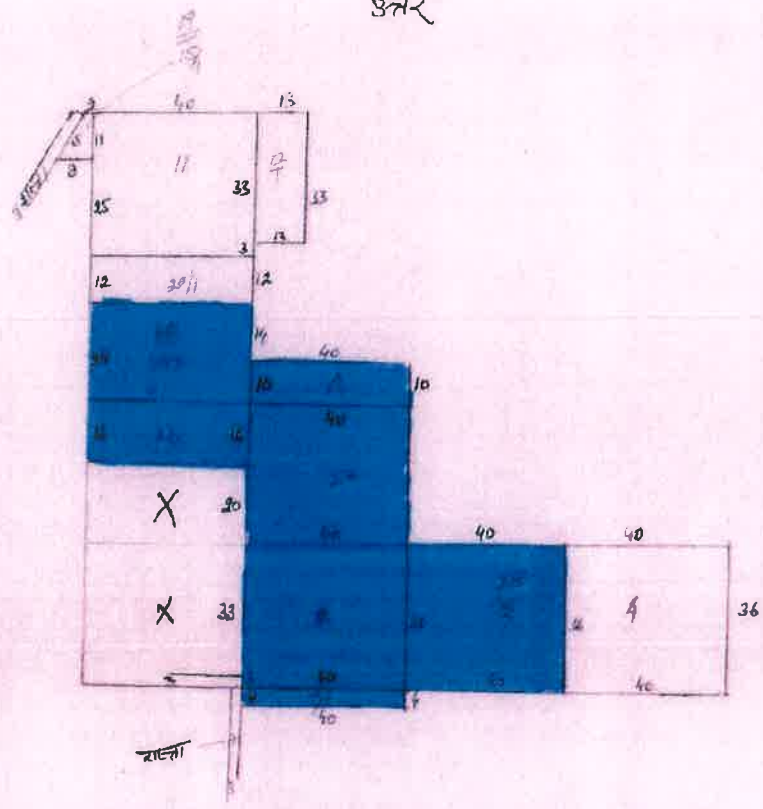


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For BPTP LIMITED

For Ridgecraft Homes Private Limited

Director/Authorised Signatory

Director/ Authorised Signatory

For MRG CASTLE REALITY LLP

Authorised Signatory

EXHIBIT  
CONTINUED

The following is a list of the exhibits:

1. [illegible]



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