

(2024-25) 778-702-956

STATE BANK OF INDIA

Sl. No.

688/001 252092

RECEIPT

Received of Rs. 1,40,000/-

for Stamp Duty

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Received a sum of Rs. 1,40,000/-

(Rupees One Crore forty thousand only)

From Smt. / Shri Nimithe Holdings & Investments Ltd.

for, d/o, w/o A. A.

residing at Delhi

STATE BANK OF INDIA

for credit to Government of Haryana

account towards Stamp Duty.

Date

Place

Delhi

Signatures of Authorised Officer

Utkarsh Nimithe
9814333214



17 639

Identification Number U70101DL2003PTC123730, having its registered office at 201, Empire Apartments, 98, Mehrauli Gurgaon Road, Sultanpur, Mehrauli, New Delhi 110030, represented by Mr. Jagminder Gupta, Director; duly authorized by the Board of Directors vide Board Resolution dated 14/09/2010 and hereinafter referred to as the **'FIRST PARTY'**.

And

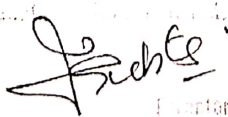
M/s Ninex Developers Limited (Ninex), a company incorporated under the Companies Act, 1956 and exists under Company Identification Number U70101DL2006PLC148931, having its office at 402, Solitaire Plaza, Sikanderpur, MG Road, Gurgaon, Haryana, represented by Mr. Santosh Sharma s/o Sh. K. L. Sharma r/o 575/210, Gali No. 6, Laxman Vihar Phase II, Gurgaon-122001; duly authorized by the Board of Directors vide Board Resolution dated 14/09/2010 and hereinafter referred to as the **'SECOND PARTY'**.

(Both the parties' hereinabove jointly referred as the **'VENDOR'**.)

IN FAVOUR OF

NIMITAYA HOTEL & RESORTS LIMITED, a Company incorporated under the Companies Act, 1956 and exists under Company Identification Number U55101DL2006PLC154353, having its registered office at 201, Empire Apartments, 98, Mehrauli Gurgaon Road, Sultanpur, Mehrauli, New Delhi 110030, represented by Mr. R. M. Garg, Director, duly authorized by the Board of Directors in its meeting dated 14/09/2010 and hereinafter referred to as the **'VENDEE'**.

For NIMITAYA HOTEL & RESORTS LTD.
2 — 
Director


Director

for NINEX DEVELOPERS LIMITED

AUTHORISED SIGNATORY

(The term and expression 'First Party' / 'Parasnath', 'Second Party' / 'Ninex' and / or 'VENDOR' and / or 'VENDEE' shall mean and includes its/their successors, representatives, legal representatives, nominees, liquidators and permitted assigns.)

WHEREAS the Parasnath acquired and holds the title and possession of total land admeasuring 5 Bigha 4 Biswa equivalent to 3.25 Acres, bearing Khewat / Khata No. 13/17 Min Mustatil No. 17 and Kila Nos. 11 (2 Bigha 19 Biswa) and 12/1 (2 Bigha 5 Biswa) located in the revenue estate of Village Tikri, (Now Sector-49), Tehsil and District Gurgaon, Haryana vide Sale Deed no. 6168 dated 16-06-2006, duly registered with the office of Sub-Registrar, Gurgaon at Serial No. 6168 in Book No. 1, Jild No. 8481 at page no. 144.


AND WHEREAS the Parasnath had received a letter dated 23-6-06 regarding transfer of license in its name bearing License No. 292 of 2005 of dated 16-12-2005, from the Director Town & Country Planning, Haryana (DTCP) for development of Commercial Colony on 2.42 Acres (3 Bigha 17 Biswa and 10 Biswansi) of land, out of the total land of 3.25 Acres, as aforesaid.

AND WHEREAS the parties of the First Part and Second Part, namely, PARASNATH and NINEX entered into an agreement by and between themselves on 9th August, 2006 at New Delhi, in terms of which PARASNATH agreed to transfer all its rights related to development and sale/lease of a Commercial Colony on the licensed land held by it to NINEX including one shell structure for a Hotel Block (which hereinafter is referred to as "the said Property").

AND WHEREAS in terms of the above agreement dated 9th August, 2006, the Ninex has developed and constructed a commercial colony (by the name of NINEX CITY

For NIMITAYA HOTEL & RESORTS LTD.

2 — 
Director


Director

for NINEX DEVELOPERS LIMITED



AUTHORISED SIGNATORY

MART) comprising of two blocks; one Shops cum Office Block (Block A) and one shell structure of a Hotel Block (Block B) in accordance with the building plans approved by the Director Town & Country Planning, Haryana on 17/11/2006 and revised plans on 28/04/2010. The Vendor has also received the Occupation Certificate for the said commercial colony issued by Director, Town & Country Planning, Haryana vide Memo No. 11345 dated 13/09/2010.

AND WHEREAS the VENDOR entered into an Agreement to sell dated 13th November, 2006 and Addendum to Agreement to Sell of dated 18-5-2009 (Wherein the VENDOR were described as 'Owner' and 'Developer') with the VENDEE, in terms of which the VENDOR agreed to transfer and convey the rights of the entire Block B (Hotel Block alongwith its exclusive common areas) admeasuring 1,10,000.00 square feet of super built up area comprising 12 floors above ground alongwith exclusive common area of Block B (Hotel Block) which is free from FAR, admeasuring 42,067.74 Square Feet, in upper basement and middle basement, totaling to 1,52,067.74 Square Feet, and described in Schedule-I annexed to this Conveyance Deed, (hereinafter referred to as 'the said Property'), for a total consideration of Rs. 20,00,00,000/- (Rs. Twenty Crore Only), at Warm Shell Stage to the VENDEE, together with area of land underneath the constructed warm shell area of the Hotel Block (Block B).

AND WHEREAS the area transferred and conveyed under this conveyance deed is demarcated in the site plan and floor drawing, which are enclosed herewith as Schedule-II of this Conveyance Deed.

AND WHEREAS the First Party namely the Parasnath (the Owner) and the Second Party namely the Ninex (the Developer) herein sell, transfer and convey their rights

For NIMITAYA HOTEL & RESORTS LTD.

2

Director

[Signature]
Director

4

for NINEX DEVELOPERS LIMITED

[Signature]


of ownership in the said property, to and in favor of the Vendee, on the terms and conditions as mentioned hereinafter in this Conveyance Deed.

NOW THIS CONVEYANCE DEED WITNESSETH AS UNDER:-

1. That in pursuance of earlier agreements dated 13th day of November, 2006, as modified by subsequent Addendum to Agreement to Sell of dated 18-5-2009, and upon payment of consideration Rs. 20,00,00,000/- (Rs. Twenty Crores only) paid by the VENDEE to the VENDOR, which is duly acknowledged to have been received by the VENDOR vide a separate Receipt annexed and forming part hereof as Schedule-III, the VENDOR herein sell, transfer, convey, and assign ALL THEIR RIGHTS, TITLE, LEGAL AND BENEFICIAL OWNERSHIP AND INTERESTS, EASEMENTS, PRIVILEGES AND ALL OTHER RIGHTS APPURTENANCE THERETO, ABSOLUTELY AND FOR EVER, in respect of the said property, i.e. WARM SHEEL STRUCTURE OF HOTEL BUILDING (constructed as a part of the Commercial Colony in the name and style of NINEX CITY MART), having a total constructed area of admeasuring 1,10,000.00 square feet of super built up area comprising 12 floors above ground alongwith exclusive common area of Block B (Hotel Block) which is free from FAR, admeasuring 42,067.74 Square Feet, in upper basement and middle basement, totaling to 1,52,067.74 Square Feet, with area of land underneath the constructed Hotel, Block including easement area as shown in Schedule-II, to and unto the VENDEE and to HAVE AND HOLD, as full and absolute owner to run the same in accordance with the conditions to the LICENCE (Licence No. 292 of 2005) and other permissions, approvals and restrictions applicable to the VENDEE.

For NIMITAYA HOTEL & RESORTS LTD.

2 — 
Director



Director

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for NINEX DEVELOPERS LIMITED



AUTHORIZED SIGNATORY

2. That the VENDOR herein has already handed over the physical and actual possession of the said property to the Vendee on 01/09/2008 in terms of letter possession of dated 01/09/2008.
3. That the VENDOR herein have assured the VENDEE that all the existing internal development charges (IDC), External Development Charges (EDC), Infrastructure Development Charges, duties, taxes, fees, cesses, revised development charges, levies and other charges payable upto the date of execution of this conveyance deed pertaining to the said property and its land underneath, payable for its development, as per sanctioned scheme / plan to the Government of Haryana or its bodies have been paid in full and there are no such dues outstanding or recoverable by any authority and in case if it is found otherwise, the VENDOR herein shall be responsible to pay the same. Any increase in the abovesaid charges or levy of any new charges (pertaining to the said property) by the concerned authorities after the date of execution of this conveyance deed shall be borne and paid by the Vendee.
4. That the VENDOR herein have assured to the VENDEE that the Hotel Block with proportionate land underneath hereby sold and conveyed by it to the VENDEE, is free from all kind of encumbrances i.e. mortgage, prior sale, gift, lien, exchange, court injunction, disputes, requisitions, attachments, prior transfers, litigation, award, charges, negative lien etc., and there is no defect in their title and rights in the hotel block and the land, and the same are not subjected to any restrictions and / or restraints. That the Vendor herein confirms and undertakes that they are in possession of the original title documents of the land on which the commercial colony; consisting of Block A.

For NIMITAYA HOTEL & RESORTS LTD.

2 — 
Director


Director

6

for NINEX DEVELOPERS LIMITED


Director

(Shops and Offices), and Block B (Hotel); is situated; and they shall not do any act of omission or commission by which a charge and/ or mortgage and / or lien is created on the said property.

5. That in case if any part of the assurances and representations made by the VENDOR herein are found to be wrong, false or otherwise and as a result whereof, the VENDEE may suffer any loss or defect in title to the hotel block hereby sold, the VENDOR herein undertakes to do all acts, deeds and things as may be necessary to remove and rectify any such act and / or omission causing to such defect / loss to the VENDEE and shall also keep the VENDEE fully harmless, protected and indemnified against all such monetary and title loss, if any, by monetary compensation and other compensation including but not limiting to settlement of any demand/claim from any government authority or third party.
6. All rates, levies, charges and taxes in respect of the said property and the land underneath, which was the liability of the VENDOR, till the execution of this conveyance deed, stands paid by the VENDOR, and all such dues and levies shall after that date of execution of this conveyance deed shall be the liability of and to be discharged by the BUYER / Vendee.
7. That all the expenses pertaining to maintenance of building; maintenance of equipment; insurance of building & its structure; insurance of machines, equipment, furniture & fixtures; engagement of security agencies; cleaning of the building and exclusive common areas; operation & maintenance & upgradation of the entire hotel block; maintenance of fire fighting system and all other systems; electricity; DG Sets; lifts; etc. pertaining to the Hotel Block

for NINEX DEVELOPERS LIMITED

7

NIMITAYA HOTEL & RESORTS LTD.

Director


Director



shall be borne exclusively by the Vendee after the date of execution of this conveyance deed and the Vendee has specifically absolved the Vendor from maintaining, operating, replacing and upgrading the facilities pertaining to the Hotel Block forever.

8. That the Vendee shall use the Said Property (the Hotel Block and its exclusive common areas) only for the purpose for which it has been approved by the concerned authorities. Any loss on account of any violation in this regard shall be exclusively borne by the Vendee and the Vendor shall be kept indemnified (by the Vendee) against any such loss.
9. That the Vendee and the Vendor confirm that they have full knowledge of all the laws, rules, regulations, notifications applicable to the said Hotel Block within the said Commercial colony. The Vendee hereby undertakes that they shall comply with and carry out all the requirements, requisitions, demands and repairs which are required by the concerned authorities in respect of the said Hotel Block at its own cost and keep the Vendor indemnified, secured and harmless against all costs, consequences and all damages arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
10. That the VENDOR and VENDEE hereby confirm that their representatives, successors and assignees shall be bound and shall also abide by all the terms and conditions of this Conveyance Deed and the VENDOR is now left with no rights, title and interest in the hotel block and land underneath hereby sold.

For NIMITAYA HOTEL & RESORTS LTD.

2 —  Director



Director

8

for NINEX DEVELOPERS LIMITED

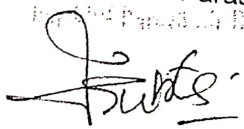


11. That the VENDOR hereby confirms and undertakes that they have passed the necessary resolution(s), after obtaining the permission of its Board of Directors to execute this Conveyance Deed, as required under the provisions of the Companies Act, 1956. The VENDOR has further represented that there are no demand outstanding against the companies, whatsoever in nature, and as such, the certificate u/s 281(1) (i) of the Income Tax Act, 1961 is not necessary to be obtained from the Income Tax Department, before transferring the ownership rights, title and interest in the said property..

12. That the VENDEE has paid the cost of stamp duty of this Conveyance Deed and the VENDOR hereby confirms that upon execution of this Conveyance Deed, the property stands transferred and / or mutated in its name.

IN WITNESS WHEREOF, THE PARTIES hereto have signed this CONVEYANCE DEED executed at the place, day, month and year as mentioned first hereinabove, in the presence of the following witnesses:

for Shri Parasnath Realtors Private Limited



(Authorised Signatory)


for Ninex Developers Limited

ARAN SINGH
Date: 04/08/2017

(Authorised Signatory)

for Nimitaya Hotel And Resorts Limited

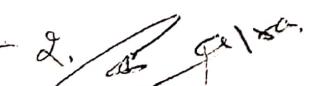
For NIMITAYA HOTEL & RESORTS LTD.

2 — 

Director

(Authorised Signatory)

WITNESSES:

W-2. 
Somit Kalaria S/o Sh.
J.C. Kalaria P.O. 22,
JCM, DLF-II
Gurgaon Haryana.

1. Sanjeev Mahajan
S/o Sh. B.M. Mahajan
P/O 2 Avenue Carria
western end Greens Rajbhukh.
new delhi-38

Schedule-I

(Annexed to and forming part of Conveyance Deed dated 20/09/2010)

SCHEDULE OF PROPERTY

M/s Shri Parasnath Realtors Private Limited and M/s Ninex Developers Limited, both having their registered offices at 201, Empire Apartments, 98, Mehrauli Gurgaon Road, Sultanpur, Mehrauli, New Delhi, hereby confirm that the following area has been sold, transferred and conveyed to M/s Nimitya Hotel & Resorts Limited:

Floor	Square Meter	Square Feet
Ground Floor	1,143.44	12,303.41
Ground Canopy	137.30	1,477.35
1 st Floor	1,092.88	11,759.39
2 nd Floor	760.50	8,182.98
Swimming Pool	310.15	3,337.21
3 rd Floor	773.77	8,325.77
4 th Floor	758.90	8,165.76
5 th Floor	692.57	7,452.05
6 th Floor	659.40	7,095.14
7 th Floor	659.40	7,095.14
8 th Floor	659.40	7,095.14
9 th Floor	659.40	7,095.14
10 th Floor	659.40	7,095.14
11 th Floor	263.71	2,837.52
Terrace		3,587.72
Effect of Double Height & Projections		1,10,000.00
Total Area		

Area Free from FAR (Basement) for permitted use:

Upper (1 st) Basement*	1,935.16	21,033.87
Middle (2 nd) Basement*	1,935.16	21,033.87
Total Area		1,52,067.74
Car Parkings (Exclusively use by the Vendee Free of Cost)		
In Lower (3 rd) Basement	85 Car Parkings	85 Car Parkings
In Middle (2 nd) Basement	40 Car Parkings	40 Car Parkings

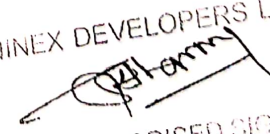
(*) Basement to be used for the purposes as approved in the zoning plan of the Said

Commercial Colony.

(*) Third Floor is service floor only.

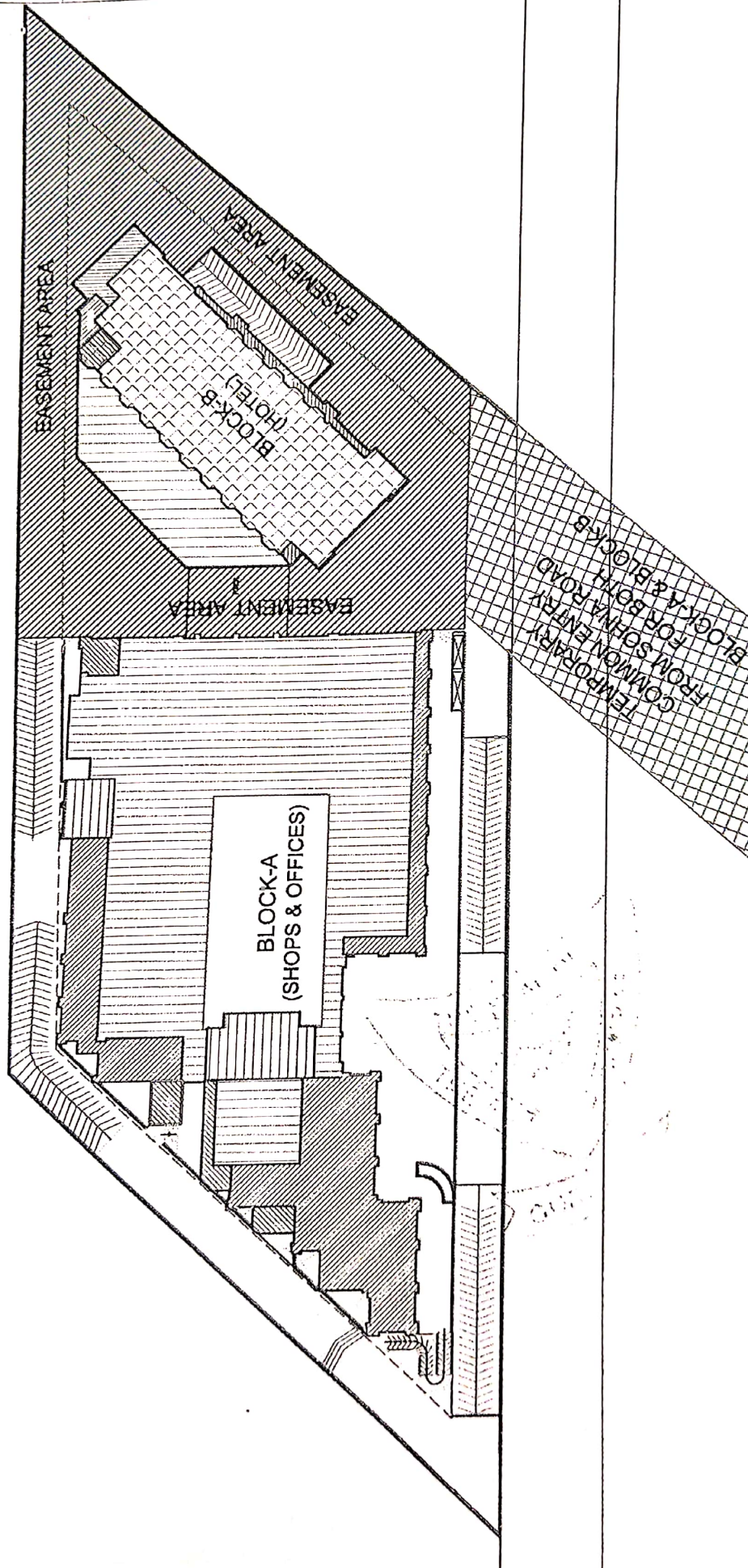
For NIMITAYA HOTEL & RESORTS LTD.

2 -  Director

for NINEX DEVELOPERS LIMITED

AUTHORISED SIGNATORY

ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010

SCHEDULE II-(a)



for NINEX DEVELOPERS LIMITED

[Signature]

AUTHORISED SIGNATORY PLAN

For NIMITAYA HOTEL & RESORTS LTD.

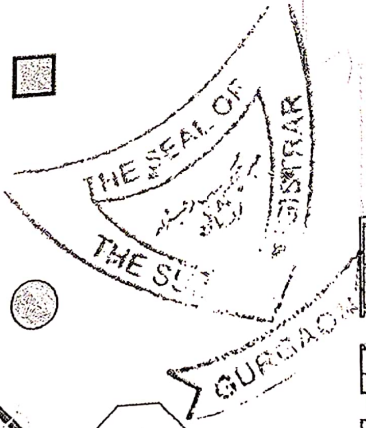
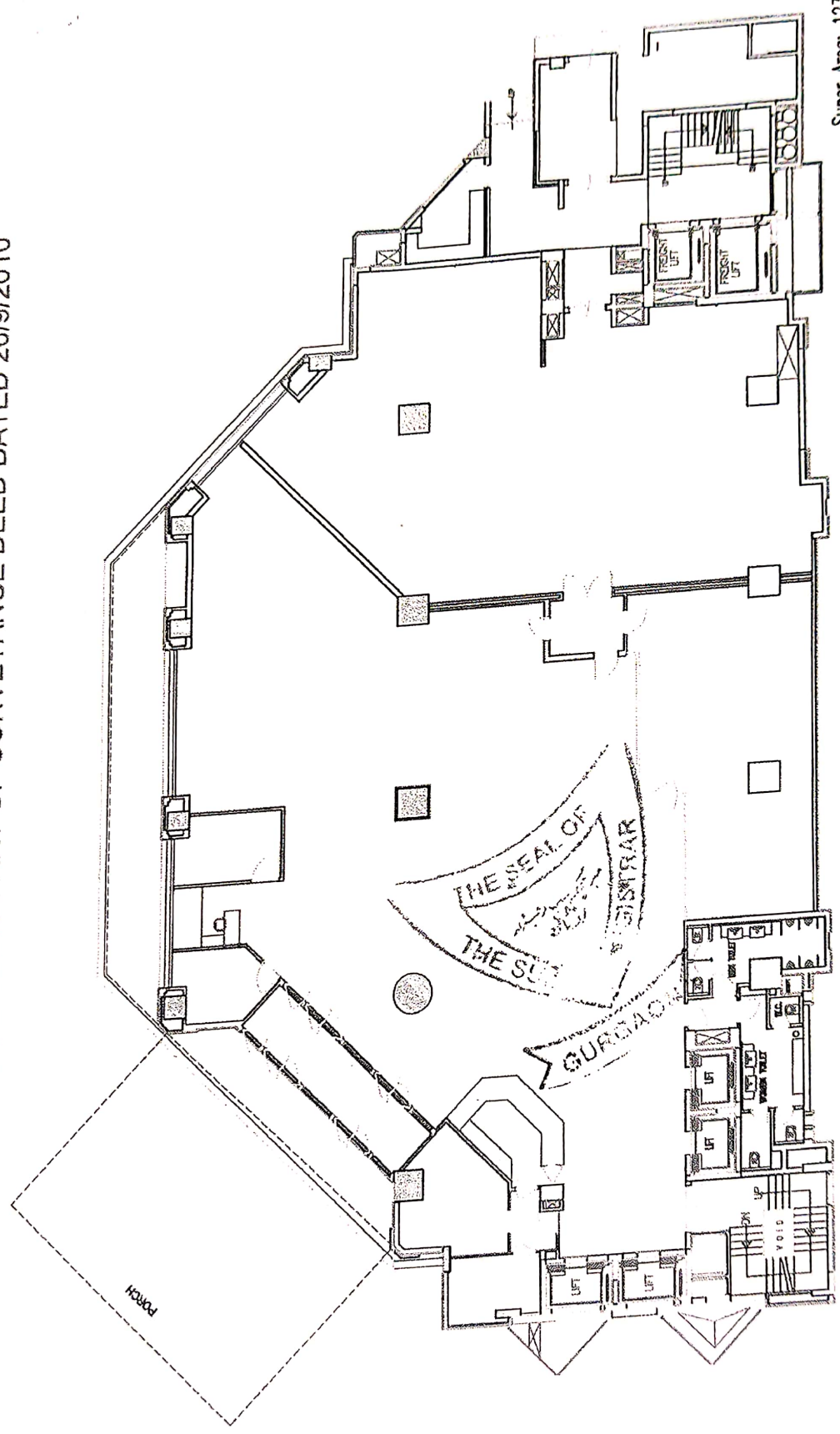
[Signature]
Director

2 - 2

Director

PLAN

SCHEDULE II-(b)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



Super Area: 12303.41 Sq.Ft
Canopy Area: 1447.35 Sq.Ft
Total: 13750.76 Sq.Ft

for NINEX DEVELOPERS LIMITED

[Signature]

ATTESTED SENSATORY

GROUND FLOOR

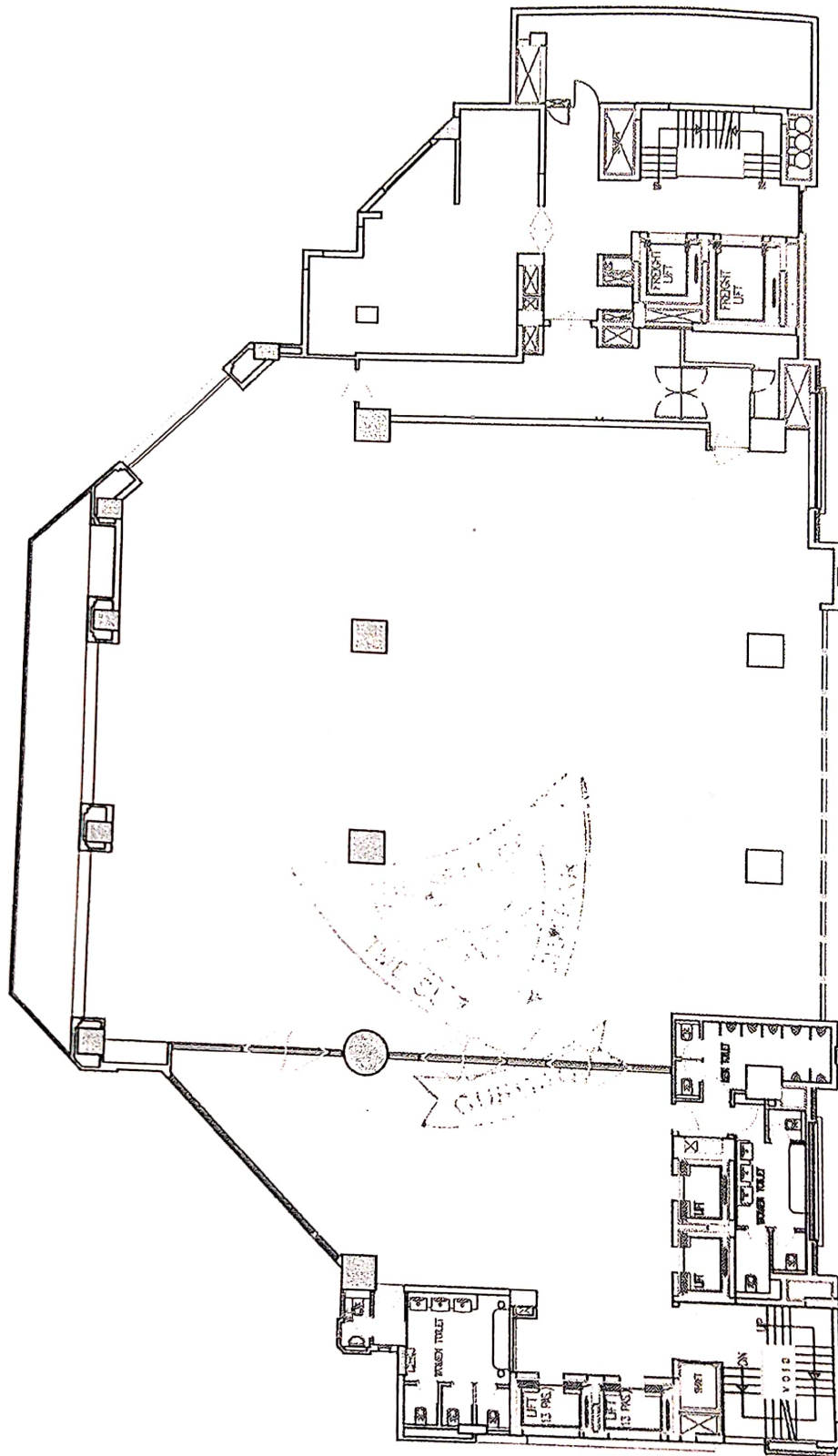
[Signature]
Director

For NIMITAYA HOTEL & RESORTS LTD.

2-2

ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010

SCHEDULE II-(c)



For NIMITAYA HOTEL & RESORTS LTD.

2 - 2

for NINEX DEVELOPERS LIMITED Super Area: 11759.39 Sq. Ft.

[Signature]

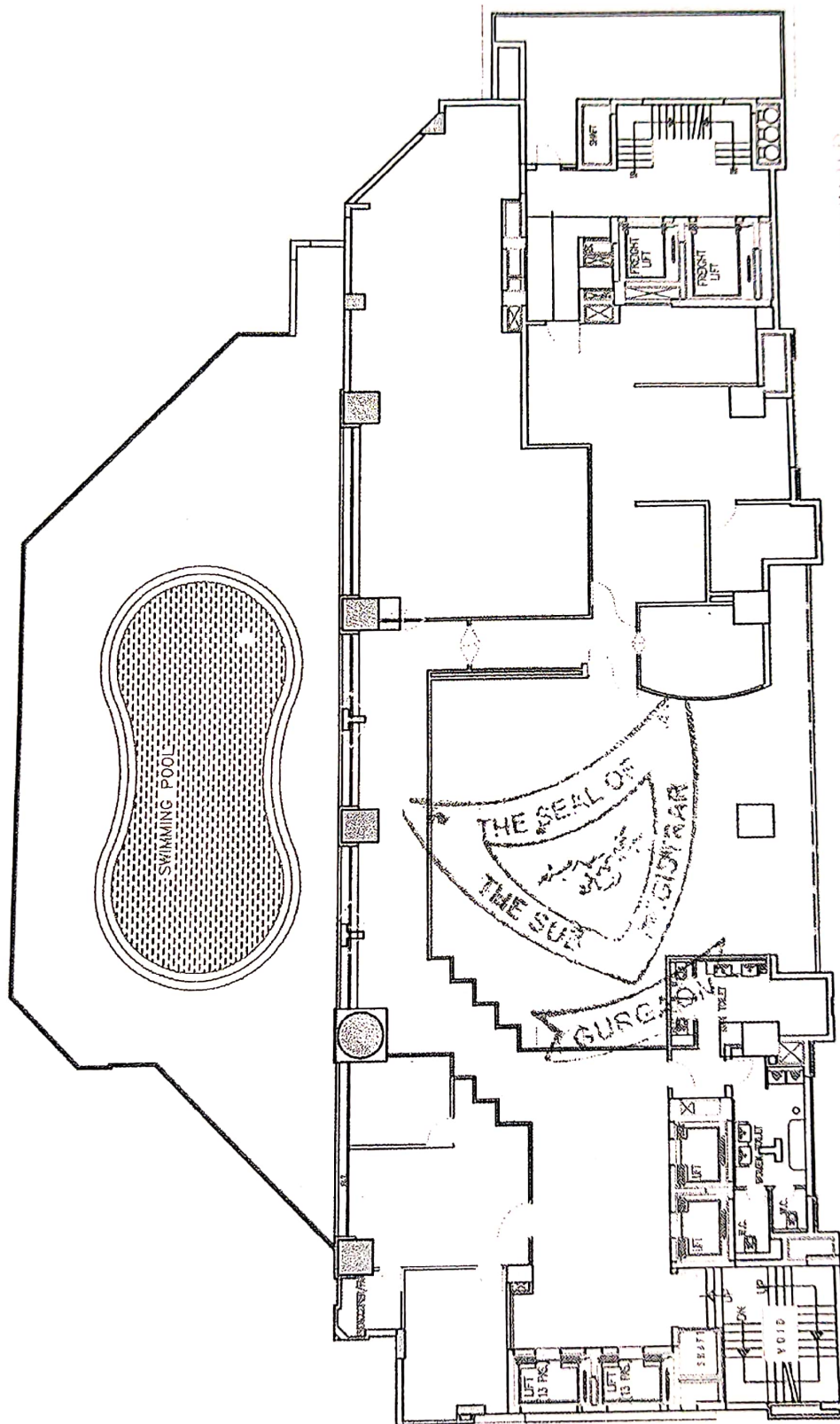
AUTHORISED SIGNATORY

[Signature]
Director

per Area: 11759.39 Sq.Ft.
FIRST FLOOR

ATORY

SCHEDULE II-(d)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



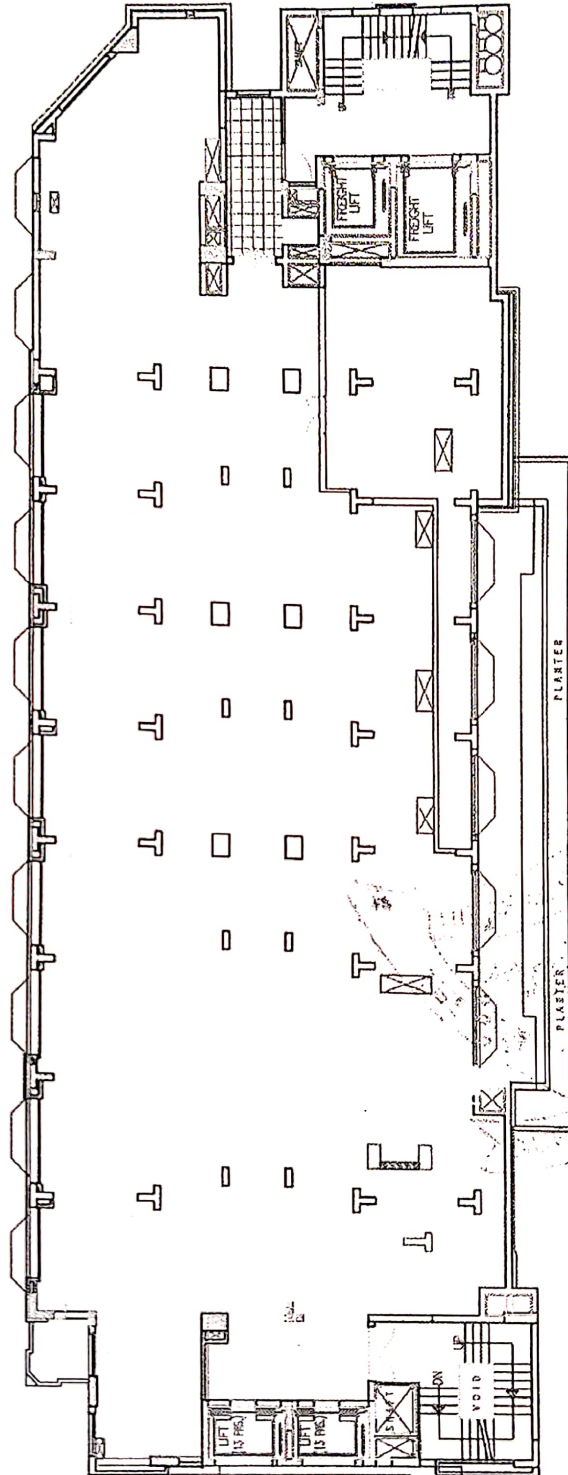
for NINEX DEVELOPERS LIMITED
Super Area: 8182.98 Sq.Ft.
Swimming Pool Area: 3337.21 Sq.Ft.
Total: 11520.19 Sq.Ft.
AUTHORISED SIGNATORY
SECOND FLOOR PLAN

[Signature]
DIRECTOR

For NIMITAYA HOTEL & RESORTS LTD.

2 - 2

SCHEDULE II-(e)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



For NIMITAYA HOTEL & RESORTS LTD.

for NINEX DEVELOPERS LIMITED

Super Area: 8325.77 Sq.Ft.

THIRD FLOOR

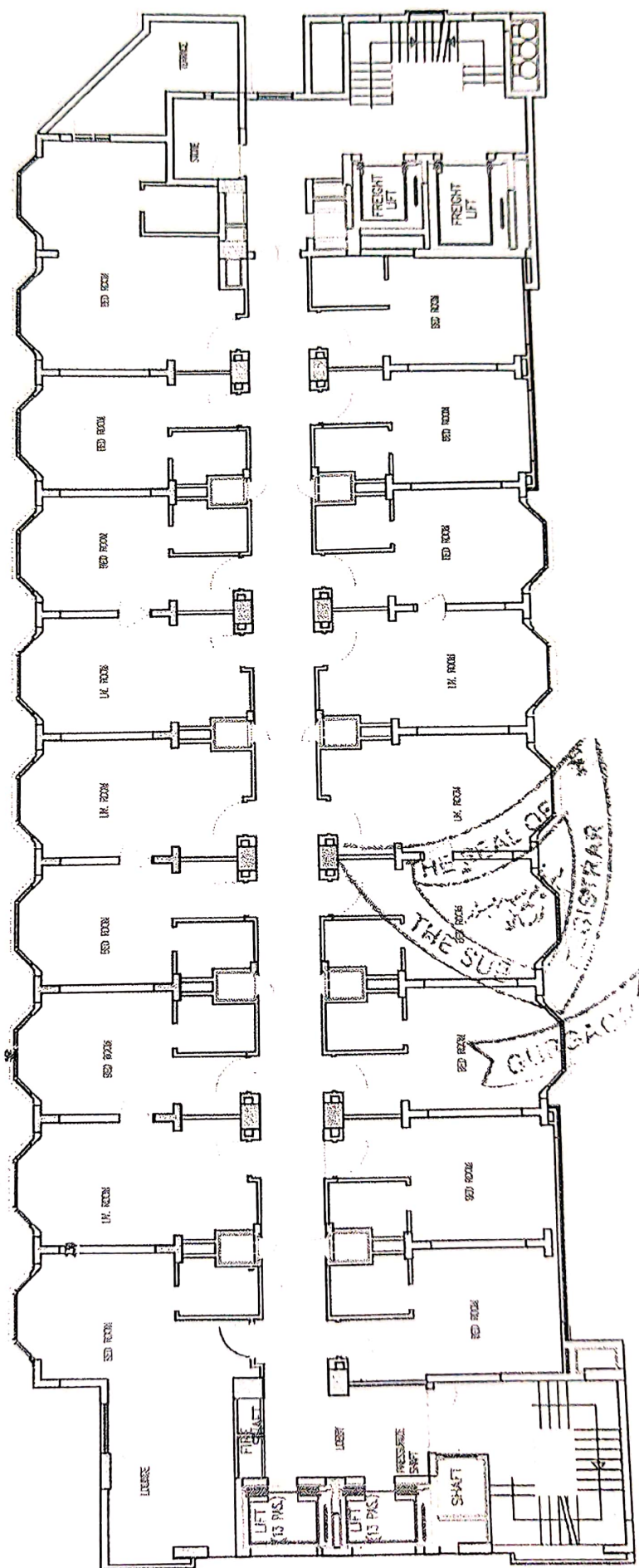
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Signature
DIRECTOR

Signature

Area: 8325.77 Sq.Ft.
THIRD FLOOR

SCHEDULE II-(f)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010

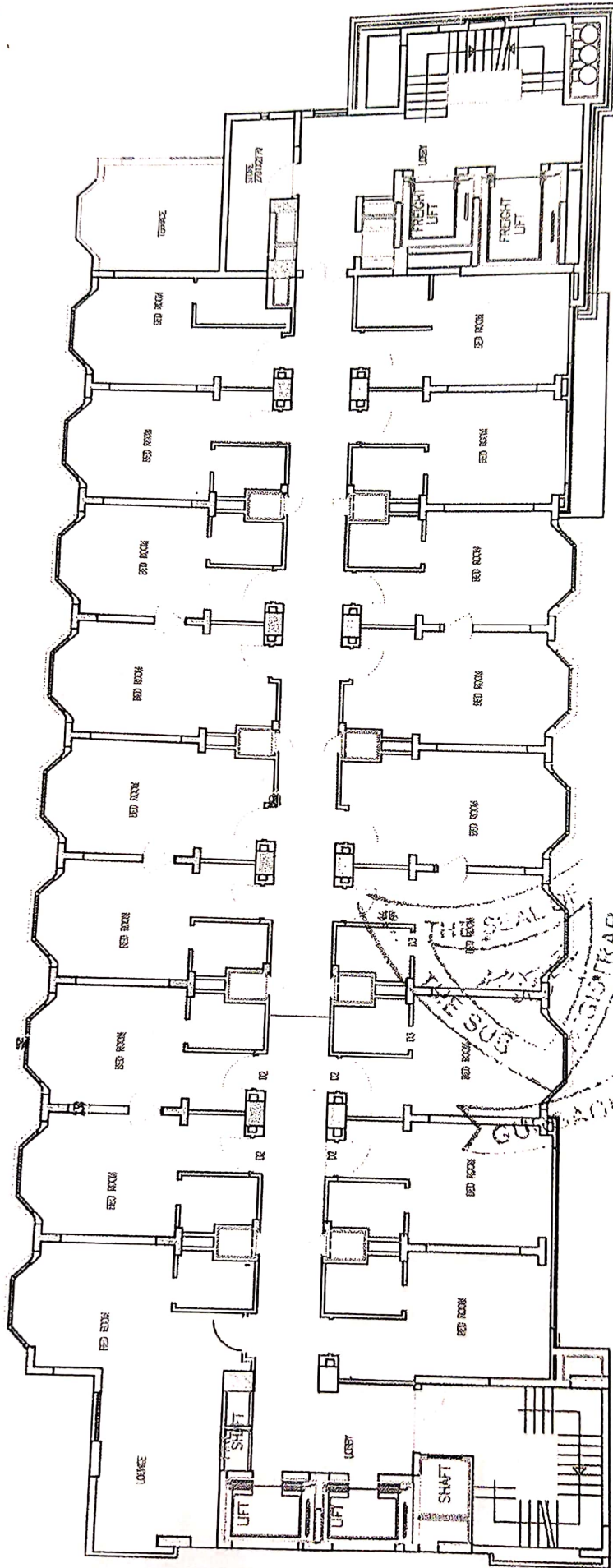


for NINEX DEVELOPERS LIMITED
Super Area: 8165.76 Sq.Ft.
AUTHORISED SIGNATORY
FOURTH FLOOR PLAN

[Signature]
DIRECTOR

For NIMITAYA HOTEL & RESORTS LTD.
2 —
Director

ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



For NIMITAYA HOTEL & RESORTS LTD.

2 —

Director

Swati
Director

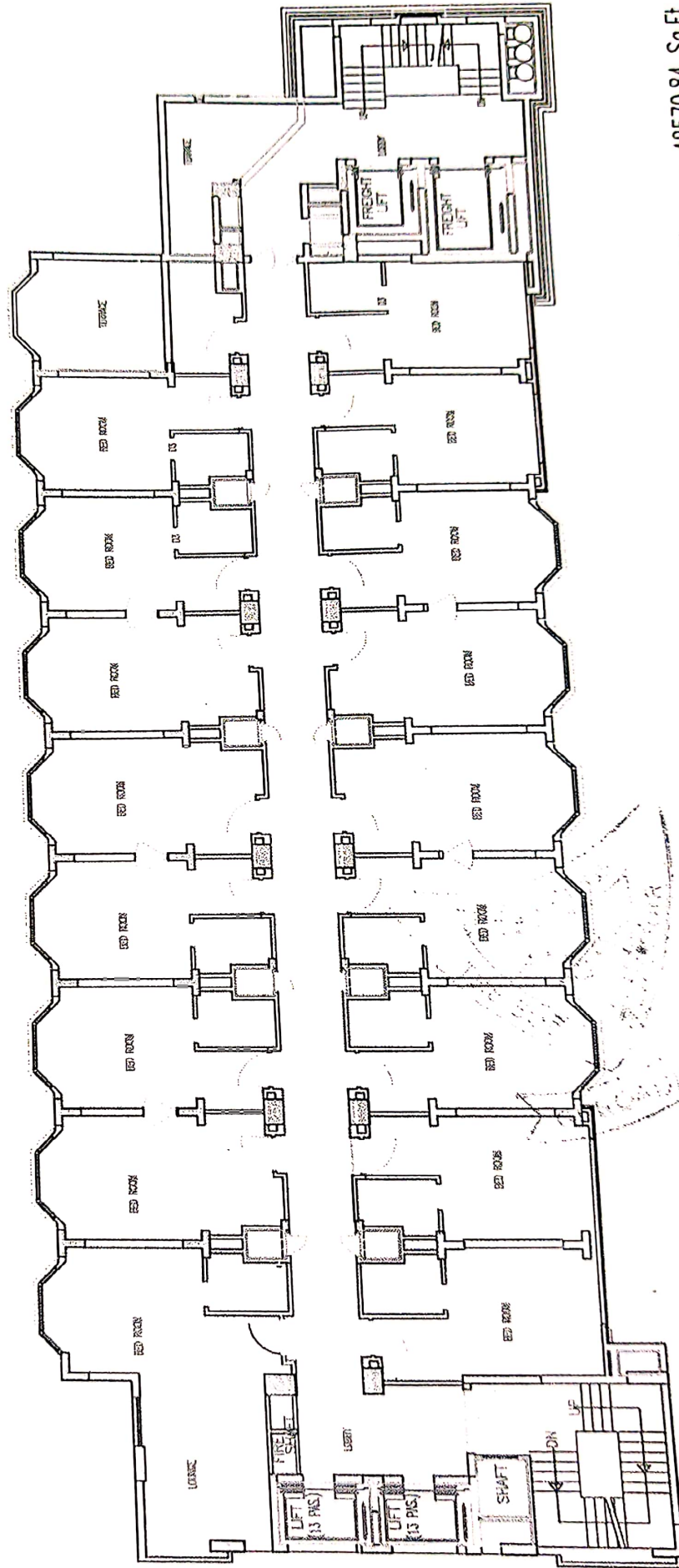
for NINEX DEVELOPERS LIMITED

Super Area: 7452.05 Sq.Ft.

AUTHORISED SIGNATORY

FIFTH FLOOR

SCHEDULE II-(h)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



Super Area: 7095.14 Sq.Ft. x 6 Floors = 42570.84 Sq.Ft.
for NINE EX BEVEL

AUTHORISED SIGNATORY
TYPICAL FLOOR PLAN [6TH. FLOOR TO 11TH. FLOOR

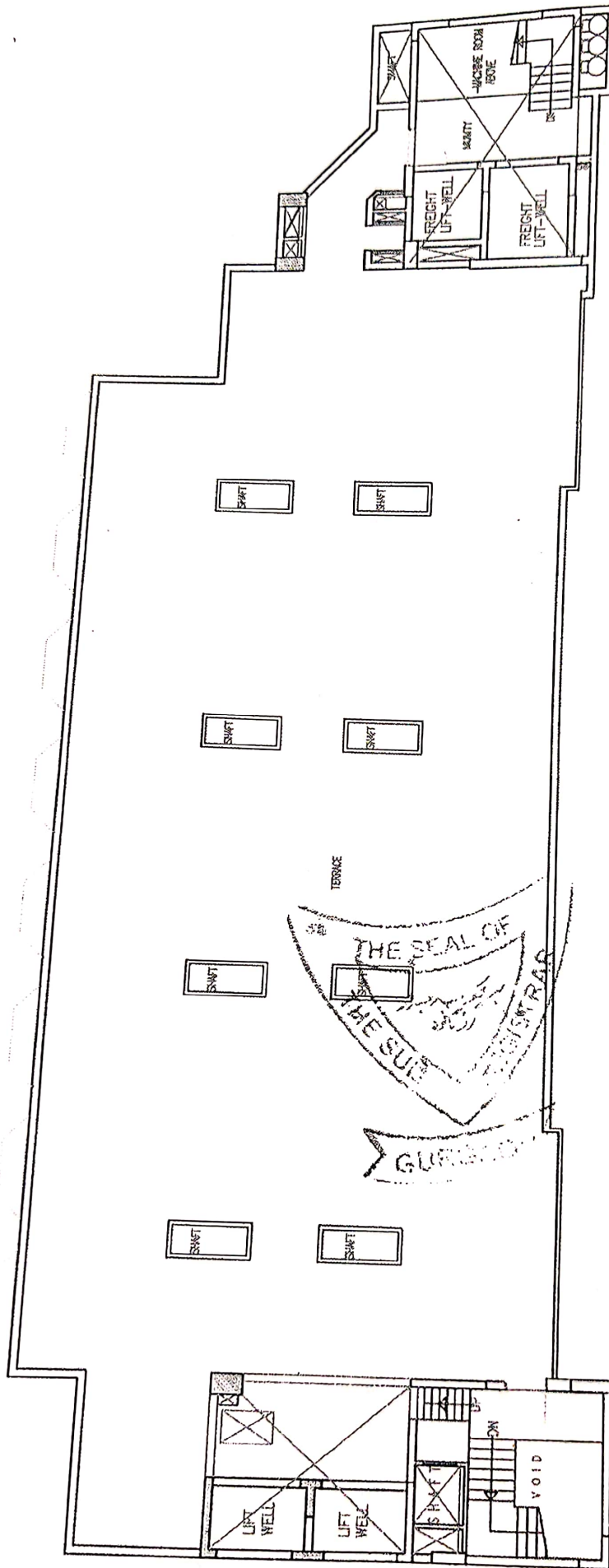
[Signature]

For NIMITAYA HOTEL & RESORTS LTD.

[Signature]
Director

2 -

ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



For NIMITAYA HOTEL & RESORTS LTD.

2 - 2

Director

for NINEX DEVELOPERS LIMITED

[Signature]
Director

AUTHORISED SIGNATORY

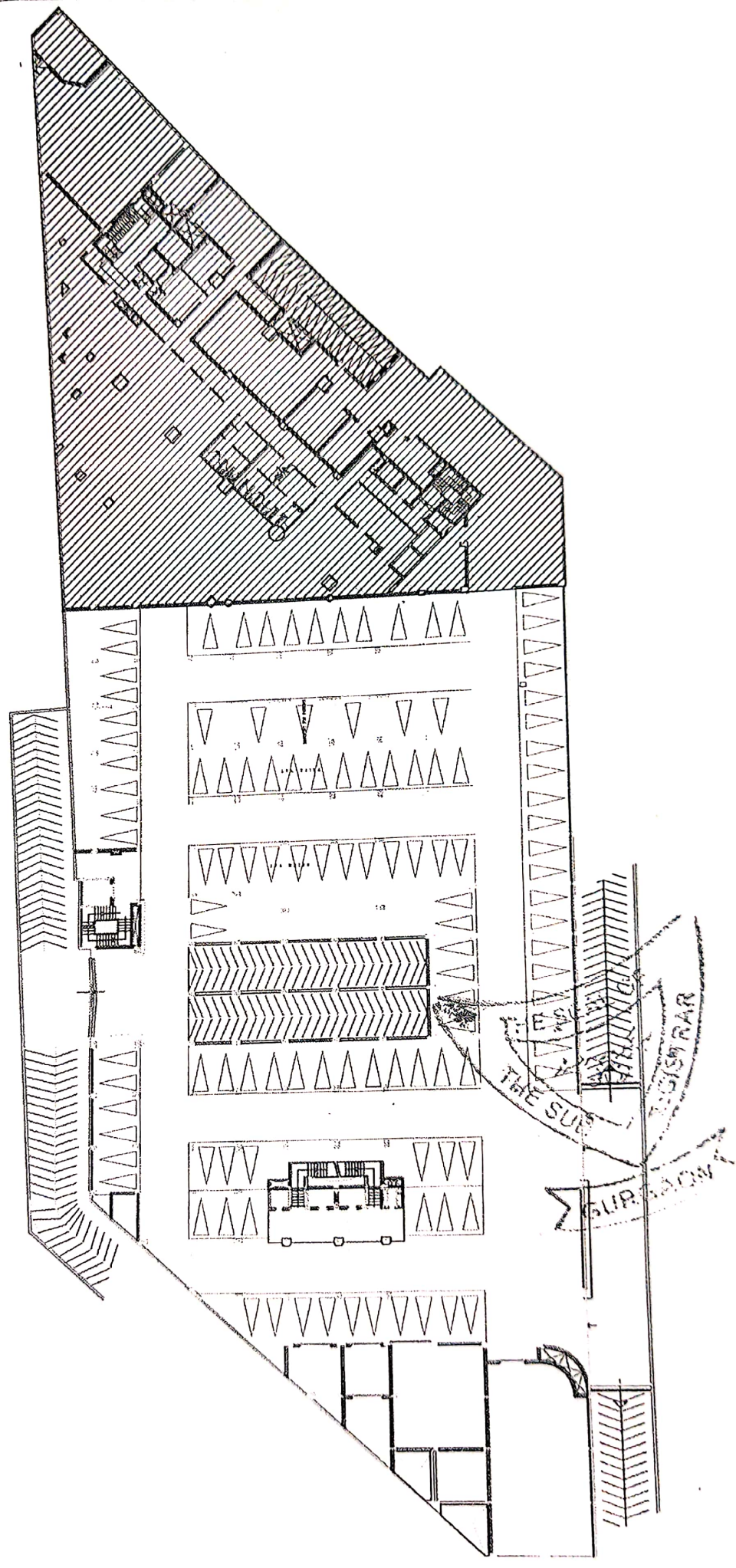
Super Area: 2837.52 Sq.Ft.

TERRACE FLOOR

20/2010

22 Sq.Ft.
ICE FLOOR

SCHEDULE II-(i)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



For NIMITAYA HOTEL & RESORTS LTD.

Suntesh

2 - 2
Director

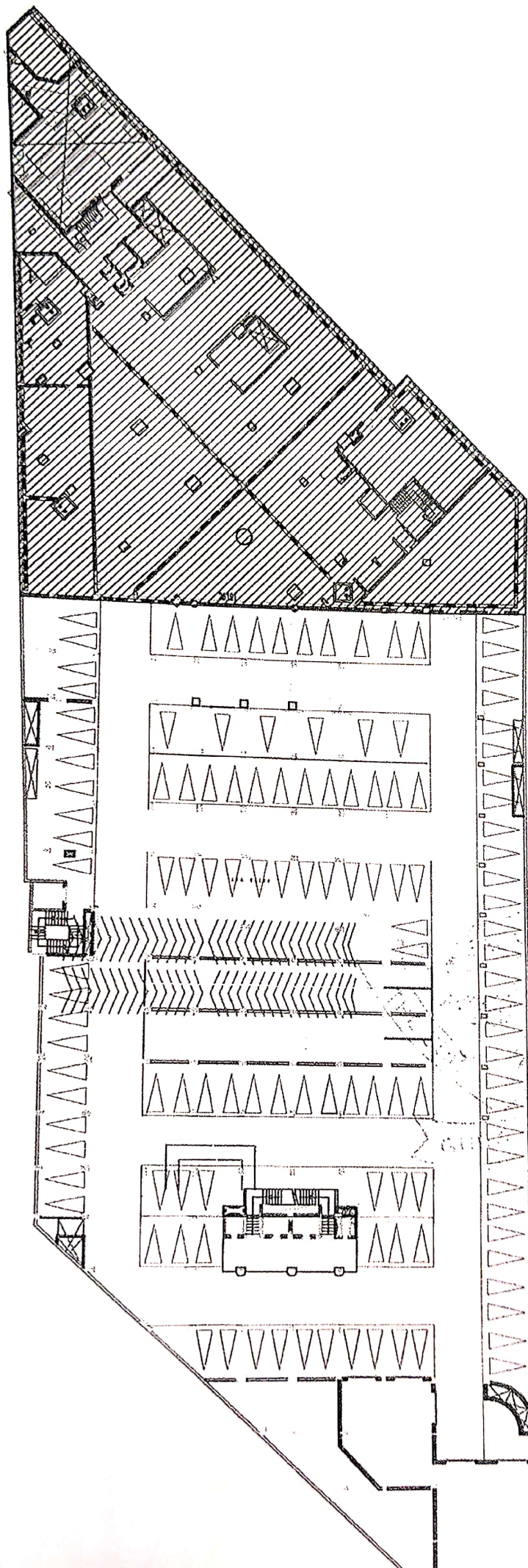
for NINEX DEVELOPERS LIMITED

Area = 21033.87 Sq.Ft.

AUTHORISED SIGNATORY

FIRST (UPPER) BASEMENT

ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010 SCHEDULE II-(K)



For NIMITAYA HOTEL & RESORTS LTD.

2 - Director

Director

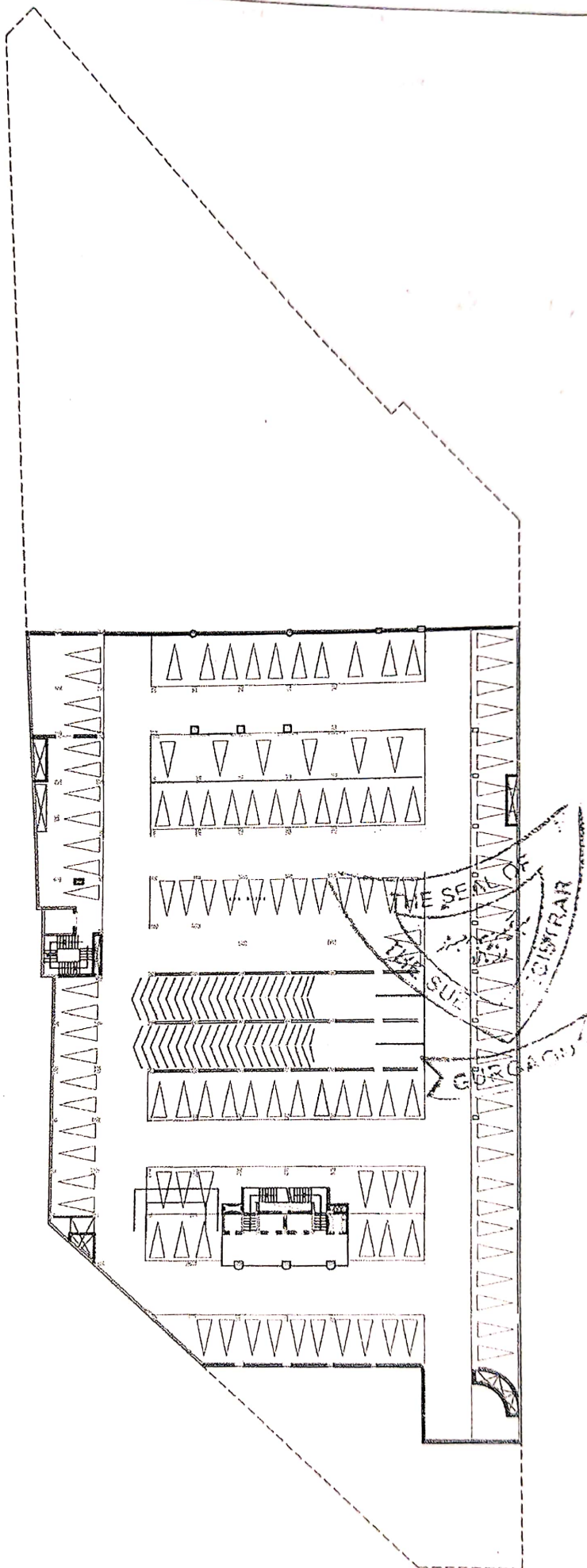
for NINEX DEVELOPERS LIMITED

Area = 21033.87 Sq.Ft

AUTHORISED SIGNATORY
SECOND (MIDDLE)

sq.ft.
(MIDDLE) BASEMENT

SCHEDULE II-(I)
ANNEXED TO AND FORMING PART OF CONVEYANCE DEED DATED 20/9/2010



For NIMITAYA HOTEL & RESORTS LTD.

[Signature]

2 - *[Signature]*

Director

for NINEX DEVELOPERS LIMITED

[Signature]

AUTHORISED SIGNATORY

THIRD BASEMENT

Schedule-III

(Annexed to and forming part of Conveyance Deed dated 20/09/2010)

RECEIPT

We, M/s Ninex Developers Limited, having our registered office at 201, Empire Apartments, 98, Mehrauli Gurgaon Road, Sultanpur, Mehrauli, New Delhi, hereby confirm that we have already received the total sale consideration of Rs. 20,00,00,000/- (Rs. Twenty Crore Only) in the manner as described hereinafter:

DATE	CHEQUE NUMBER	AMOUNT (Rupees)
13.11.2006	Ch. No.- 011401	1,00,00,000
17.11.2006	Ch. No.- 011402	1,00,00,000
20.11.2006	Ch. No.- 011405	2,75,00,000
26.12.2006	Ch. No.- 011417	2,00,00,000
08.01.2007	Ch. No.- 011420	1,00,00,000
24.01.2007	Ch. No.- 011425	1,70,00,000
17.02.2007	Ch. No.- 011430	1,00,00,000
02.03.2007	Ch. No.- 011434	1,47,50,000
05.03.2007	Ch. No.- 011435	1,00,00,000
10.03.2007	Ch. No.- 011443	1,50,00,000
09.04.2007	Ch. No.- 011446	10,00,000
10.04.2007	Ch. No.- 011447	10,00,000
11.04.2007	Ch. No.- 011448	30,00,000
18.04.2007	Ch. No.- 011449	50,00,000
07.05.2007	Ch. No.- 401605	40,00,000
08.05.2007	Ch. No.- 401606	20,00,000
01.09.2007	Ch. No.- 685132	40,00,000
06.11.2007	Bank Transfer	20,00,000
08.11.2007	Bank Transfer	13,00,000
08.11.2007	Bank Transfer	33,00,000
13.11.2007	Ch. No.- 685139	33,00,000
20.11.2007	Bank Transfer	20,00,000
28.12.2007	Bank Transfer	23,00,000
31.12.2007	Bank Transfer	37,00,000

for NINEX DEVELOPERS LIMITED

AUTHORISED SIGNATORY

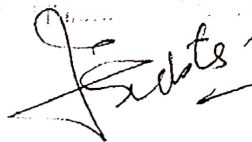
For NIMITAYA HOTEL & RESORTS LTD.

2 - 21 
Director

02.01.2008	Ch. No.- 830256	27,50,000
02.01.2008	Ch. No.- 830258	8,50,000
02.01.2008	Ch. No.- 830260	40,10,000
02.01.2008	Ch. No.- 830259	10,88,000
02.01.2008	Ch. No.- 830262	31,52,000
02.01.2008	Ch. No.- 830266	30,00,000
02.01.2008	Ch. No.- 830290	15,00,000
02.01.2008	Ch. No.- 830300	15,00,000
	Total	20,00,00,000

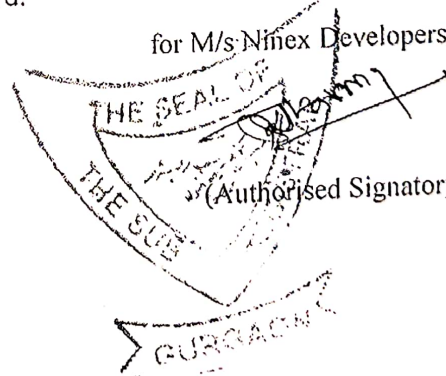
from M/s Nimitya Hotel & Resorts Limited, having its office at 201, Empire Apartments, 98, Mehrauli Gurgaon Road, Sultanpur, Mehrauli, New Delhi 110030, towards sale and conveying the rights, title and interest in the constructed area admeasuring 1,10,000.00 Square Feet to use it as hotel building, alongwith certain area which is free from FAR, admeasuring 42,067.74 Square Feet, in Upper Base

ment (basement no. 1) and Middle Basement (basement no. 2), totaling to 1,52,067.74 Square Feet, as per Schedule-I, located in the NINEX CITY MART commercial colony, Sector 49, Sohna Road, Gurgaon, Haryana, and now nothing more is receivable by us in this regard.


Director

For NIMITAYA HOTEL & RESORTS LTD.


Director

for M/s Ninex Developers Limited

(Authorised Signatory)
GURGAON

Indian Bank C.P

Dhanraj Roshan (Chief manager)

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