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Wednesday,January 24 ,2024
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पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 898 दिनांक: 24/01/2024

गावाचे नाव: **सुमठाणा त.सा.क्र. 72**
दस्तऐवजाचा अनुक्रमांक: **हगन-769-2024**
दस्तऐवजाचा प्रकार : **कन्व्हेन्स डीड**
सादर करणाऱ्याचे नाव: **ड्रीम वर्ल्ड लॅन्डमार्क्स एलएलपी तर्फे अधिकृत स्वाक्षरीकर्ता रुपेश कुमार वर्मा**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1840.00
पृष्ठांची संख्या: 92	
एकूण:	रु. 31840.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
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सह दुय्यम निबंधक, वर्ग-२ SIGN
हिंगणा

बाजार मुल्य: रु.5064000 /-
मोबदला रु.7370352/-
भरलेले मुद्रांक शुल्क : रु. 442500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1840/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0124249313886 दिनांक: 24/01/2024
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014455225202324E दिनांक: 24/01/2024
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

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GRN	MH014455225202324E	BARCODE	Date	24/01/2024-13:51:05	Form ID	25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAIFD5398J
Office Name	HGN_HINGNA SUB REGISTRAR	Full Name	DREAM WORLD LANDMARKS LLP
Location	NAGPUR		
Year	2023-2024 One Time	Flat/Block No.	
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	SUMTHANA
0030046401 Stamp Duty	442500.00	Area/Locality	HINGNA
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 4 1 1 1 0
		Remarks (If Any)	SecondPartyName=RAJADHIRAJ TIRUPANI VINAYAK NATRAJ PRIVATE LIMITED~
Total	4,72,500.00	Amount In Words	Four Lakh Seventy Two Thousand Five Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	6910333202401241599 8	2850135236
Cheque/DD No.		Bank Date	RBI Date	24/01/2024-14:06:24	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 8003991819

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

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Print Date 24-01-2024 02:06:35

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0124249313898	**Date**	24/01/2024
Received from DREAM WORLD LANDMARKS LLP, Mobile number 9422104261, an amount of Rs.1840/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R.Hingana of the District NagPur Grm.			
Payment Details			
Bank Name	HDFS	**Date**	24/01/2024
Bank CIN	10004152024012413092	**REF No.**	242440212596
This is computer generated receipt, hence no signature is required.			



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("**Deed**") is made and executed at Nagpur on this 24th day of January, 2024by and between:

RAJADHIRAJ TIRUPANI VINAYAK NATRAJ PRIVATE LIMITED (CINU27100WB2020PTC238756) (PAN AAKCR3371C), a company incorporated under the provisions of the Companies Act, 1956 and now governed by the Companies Act, 2013 and having its registered office atB2, Mangalam Business Centre, 24/26 Hemanta Basu Sarani, Kolkata 700001 (West Bengal) and hereinafter referred to as the "**Vendor**"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest) of **THE FIRST PART**;

ROHIT IRON AND STEEL (INDIA) PRIVATE LIMITED (CIN U27100MH2004PTC146303) (PANAACCR8951Q), a company incorporated Companies Act, 2013 and having its registered office at 54, Small Factory Area, Bhandara Road, Bagadganj, Nagpur and hereinafter referred to as the "**Confirming Party-1**"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest).

AND

SHRIVAN ESTATES LLP (LLPIN AAZ-6071) (PAN AEPFS0473N) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 201, Vishwananak CHSL,Chakal Road, Opp Hindustan Lever, Andheri East, Mumbai hereinafter referred to as the **"Confirming Party- 2" "** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest) ;

The Vendor, Confirming Party-1 & Confirming Party-2 are Collectively referred to as First Part for the sake of brevity of this deed.

AND

DREAM WORLD LANDMARKS LLP (LLPIN AAA-8207) (PAN AAIFD5398J), a limited liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008having its registered office atGodrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai 400079,hereinafter referred to as the **"Purchaser"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns) of the **OTHER PART.**

The Vendor, Confirming Partiesandthe Purchaser are hereinafter collectively referred to as **"Parties"** and individually as the **"Party"** as the context may require.

WHEREAS

A. The Vendorrepresents, confirms, and declares as under:

i) The Vendor is the sole and absolute owner and seized and possessed of and otherwise well sufficiently entitled to parts oflands bearing KhasaraNumber 116 and Khasara Number 122 situated at Village Sumthana, Taluka Hingana, District Nagpur admeasuring in aggregateis **00 Hectares 12.17 Ars equivalent to 1217.16 Square meters** more particularly described in the **Schedule-I** hereunder written and delineated and hatched in red colour boundary lines on the plan annexed and marked hereto as **Annexure "A"** (hereinafter referred to as **"New Land"**).

The Vendor is desirous of selling the part lands which are contagious to the land of the Purchaser who is the adjacent Land owner so that all the lands become consolidated and thus the purchaser is desirous of purchasing the said New Land as mentioned in the table below:

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Khasra No.	Area (in H-R)
116/1	00 Hectares 03.23 Ars
116/3	00 Hectares 06.71 Ars
122/1	00 Hectares 0.93 Ars
122/2	00 Hectares 01.28 Ars

ii) ThePurchaser is the sole and absolute owners and seized and possessed of all that piece and parcel of land admeasuring 44 Hectares 03.46 Ares equivalent to440336.799 square meters or thereabouts situated in Village Sumthana, Taluka Hingana, District Nagpur (hereinafter referred to as **"Larger Land"**) The Larger Land has been conveyed to the Purchaser by the Confirming Party-1 and Confirming Party – 2 vide Conveyance Deed dated 28/09/2023(hereinafter referred to as **"Conveyance Deed for Larger Land"**)registered on same date and duly registered before the Sub Registrar of Assurances at Hinganaunder Serial No. 8110/2023. The Larger Land ismore particularly described in **Schedule II** hereunder written and delineated and hatched in blue colour boundary lines on the plan annexed and marked hereto as **Annexure "B"**.

iii) The Vendor has also represented, warranted and assured the Purchaser that the New Land is contiguous to the said Larger Land and that the Purchaser, as per Applicable Laws, shall, if the need arises, be able to develop the New Landalong with the Larger Land (inclusive of the Additional Land acquired by the Purchaser from the parties to the First Part), together as one development project as a singular layout (**"Project"**). The Larger Landand the New Landare hereinafter collectively referred to as **"Larger + New Land."**

ii. The New Landis Class I lands(as per details set out in Schedule I) falling under the Residential Zone as per Applicable Laws.

iii. The New Land does not fall within the purview of any improvement scheme under the Nagpur Improvement Trust Act, 1936 and development thereof can be carried under prevailing Unified Development Control &Promotion Regulation norms without any restrictions.

B. The Vendoris desirous of selling, transferring, conveying and assigningunto the Purchaser all their respective rights, title, interest in the New Landwith a clear and marketable title free from all encumbrancesand the Purchaser relying on the representations, assurances and warranties of the Vendor hereinis desirous of purchasing and acquiring the entire right, title and interestof the Vendor in the New Landon ownership basis, along with all benefits, appurtenances incidental and/or ancillary to and/or associated with the New Land with a clear and marketable title, free from all encumbrances and claims, for the consideration and on such terms and conditions as mentioned in this Deed.

C. Pursuant to the aforesaid, the Parties are entering into this Deed to effect immediate, absolute, unconditional and irrevocable sale, transfer and conveyance of the New Land(together with all rights, estates, easements, privileges, appurtenances and benefits thereto) from the Vendor to the Purchaser.

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

1. The Recitals above, shall form an integral part of this Deed.

2. **DEFINITIONS**

For the purposes of this Deed, the following terms shall have the meanings set forth below unless otherwise specified.

2.1 "**Applicable Laws**" shall mean all applicable laws, acts, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes,

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guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government Authority or person acting under the authority of any Government Authority and/ or of any other statutory authority in India;

2.2 "**Encumbrance**" meansany of the following relating to the said Property:

a) encroachment, easement rights, acquisition, attachment (in the decree of the court or of the Income Tax Department or of the Goods and Service Tax ("GST") Department or any other departments of any Government Authority or of any other person or entity), lien, claims, mortgage, hypothecation, impediment, will, license, sub-license, exchange, partition, title defect, tenancy, sub-tenancy, gift, inheritance, trust, guarantee for recovery of loan etc. to any person or persons/banks/financial institutions or any other third party whereby the right of the Vendor to sell the said Property is affected; or

b) memorandum of understanding, development agreement, joint venture agreement, title retention agreement, power of attorney, conducting agreement, plot allotment or sale documents or any other similar agreement/document of any nature whatsoever; or

c) litigation, proceedings (by Income Tax and /or other taxes/Laws), disputes, legal or regulatory restrictions, default notice / claim by any person/ Government Authority of Applicable Laws or any rule, regulation or guidelines, mortgage, pledge, equitable interest, assignment by way of security/ guarantee, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, charge, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or registered or unregistered encumbrances of any

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kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

2.3 **"Government Authority"** shall mean any national, state, provincial, government or government department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any non-governmental regulatory or administrative authority including Real Estate Regulatory Authority, authorities, office of the collector, revenue authority, Maharashtra StateRoad Development Corporation Limited,NMRDA, Nagpur Improvement Trust, Municipal Corporation, local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi- judicial body, income-tax authorities, GST Authorities, direct/indirect tax authorities, custom/ excise authorities to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law.

2.4 **"Recital/s"** shall mean the Recitals of this Deed.

2.5 **"Title Risk"** shall mean (i) any breach of or any deficiency in adherence to or performance made by the Vendor of their representations, covenants or obligations with respect to the said Property and/or (ii) any defect / claim / dispute / Encumbrances over the said Property and/or rights, title, possession and/or interest of the Purchaser in respect of the said Property or the development project thereon and/or (iii) any impediments to the development, sale, construction, marketing, collection with respect to the said Project and/or (iv) any action undertaken/ required to be undertaken to regularize/ rectify/ make good any approvals/ compliance to be undertaken thereunder due to breach or non-observance of any terms stipulated therein which may have any adverse effect on the title of the

Purchaser over the said Property and/or the ability to construct/ develop the project;

3. **CONVEYANCE, TRANSFER AND SALE:**

3.1 On the execution and registration hereof the Vendordoth hereby absolutely and irrevocably grant, sell, convey, transfer and assure unto the Purchaser, free from all encumbrances whatsoever alltheir respective rights, title, interest, possession in the New Landmore particularly described in the **Schedule I** hereunder writtenand delineated and hatched in redcolour boundary lines respectively on the plan annexed and marked hereto as **Annexure"A" TOGETHER WITH** fencing with RCC Poles and barbed wires, edifices, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, benefits, easements, profits, advantages, rights, members and appurtenances whatsoever to the New Land or any part thereof **AND** all the estate, right, title, interest, claim, floor space index (present and future), transferrable development rights (present and future), entire development potential by whatever name called **AND TO HAVE AND TO HOLD** all and singular the New Land hereby granted, released, sold, transferred, conveyed and assured or intended or expressed so to be with their all rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser, its successors or assigns absolutely forever **AND** the Vendor doth hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through , under or in trust for the Vendor made, done, committed, omitted, to be done or executed or knowingly or willingly suffered to the contrary **THE VENDOR** doth now hasin itself good right, full power and absolute authority to grant, release, convey, transfer and assure all therights, title, interest in the New Land hereby granted, released, conveyed, transferred and assured in the manner stated herein or intended so to be unto and to the use of the Purchaser in the

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manner aforesaid **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to peacefully and quietly hold, enter upon, use, occupy, possess the New Land and to solely and absolutely own and enjoy all the right, title, interest in the New Landhereby granted released, conveyed, transferred and assured in the manner stated herein, with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor, its successors and, assigns, and administrators, any of them or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for it **AND FURTHER THAT THE**Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the right, title, interest in the New Land hereby granted, released, conveyed, transferred and assured or any part thereof by, from, under or in trust for them or any of them the Vendor and itssuccessors, assigns and administrators shall and will from time to time and at all times hereafter at the request of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, matters, assurances, deeds, things in law whatsoever for better further and more perfectly and absolutely granting and assuring the right, title, interest in the said Property hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, its successors or assigns for assuring the right, title, interest in the New Land and every part thereof hereby granted, released, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid **AND** the Vendor hereby covenants with the Purchaser that the Vendoris not prevented from granting, selling and conveying its rights, title, interest in the New Land in manner aforesaid and that the Vendorhasnot done or omitted to do any act, deed matter or thing whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

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3.2 AND FURTHER THAT simultaneously on execution hereof, the Vendorhas put the Purchaser in unfettered, quiet, vacant, and peaceful possession of the New Land. Henceforth, the Purchaser shall be entitled to be in peaceful possession and enjoyment of the New Land as absolute owner and it shall be lawful for the Purchaser at all times to possess, own, occupy and enjoy the New Land hereby conveyed and sold, with all its appurtenances together with all the rights for its benefit without any interference from the Vendor and their predecessors-in-title or anybody whomsoever claiming through or under the Vendor.

3.3 AND FURTHER THAT simultaneously with the execution of this Deed, the Vendorhas handed over and Purchaser has received custody of the certified copy of title documentsin respect of the New Land more particularly listed in part one**Annexure "C"**.Further, the Vendor has informed the Purchaser that the originals of title documents in respect of the New Land as further listed underpart II of **Annexure "C"**are not in their possession as the same have been lost. The Vendor hereby declares and confirms that neither the Vendor nor the erstwhile owners have deposited the originals of the titledocuments listed in the part II of the **Annexure "C"**as a security with any bank/financial institution/person for any reason whatsoever. The Vendor will lodge a complaint withPolice placing on record that the said originals have been lost/misplaced.In the event if any of the abovesaid original documents listed in part two of **Annexure "C"**are located, found, appear to the Vendor and/or it comes to the knowledge of the Vendor that they are in the possession/custody of a certain person/entity, the Vendor undertakes and covenants that it shall communicate the same to the Purchaser immediately and forthwith handover custody of such originals.

3.4 AND FURTHER THAT on and from the date of execution of this Deed the Vendor shall not do or omit to do or cause to be done or omitted, any act,



deed, matter or thing which may prejudicially affect the right, title and interest of the Purchaser to the New Land or any part thereof.

3.5 AND FURTHER THAT simultaneously with the execution of this Deed, the Vendorhas executed and registered a Power of Attorney in favour of the Purchaser inter alia for all purposes and to do all acts, deeds, matters and things as may be necessitated in respect of the New Land.

3.6 AND FURTHER THAT the Vendor hereby covenants and confirms that on execution hereof, the title to the New Land and all rights, easements, privileges, appurtenances and benefits thereto stand conveyed/ transferred to the Purchaser absolutely, irrevocably and forever, free from any Encumbrance or lien of the Vendor or any third party.

3.7 AND FURTHER THAT the Parties to this Deed, hereby confirm that the Consideration [as mentioned in Clause 4hereunder] is adequate for its acts, obligations and representations, the sufficiency and validity of which it shall not challenge hereinafter.

3.8 AND FURTHER THAT the Vendor shall at its own costs and expenses including taxes, whenever required by the Purchaser to do so, from time to time and at all times hereafter, do, execute and sign and/or cause to be done, execute and sign all such acts, letters, forms, applications, deeds, writings, affidavits and documents as may be required under the Applicable Laws for more effectually transferring the New Land unto and to the use of the Purchaser forever and /or the future transferee for more effectually transferring the New Land unto and to the use of the Purchaser forever and /or the future transferee.

3.9 AND FURTHER THAT the Vendor hereby agrees to sign all documents and writing for transferring the New Land in Purchaser's name in the records of Government or Gram panchayat / Municipal Authorities and



other Public Authorities / competent authorities and shall do all other acts in connection therewith.

3.10 AND FURTHER THAT without prejudice to any other right or remedy available to the Purchaser, the Vendor shall forthwith rectify/resolve the Title Risksand / or Encumbrances and all third party liabilities (if applicable) etc. in respect to the events pertaining to the period prior to execution and registration of this Deed and bear all the costs, expenses and taxes related to resolution of the Title Risk and/or Encumbrances and all third party liabilities that may arise with respect to the New Land.

Notwithstanding anything contained in this Deed, in the event the Vendor delays ordefault in promptly rectifying/ resolving the Title Risk and / or Encumbrances in the New Land (if any) and/or any third party liabilities (if applicable) etc. in the manner set out in this Deed, the Purchaser shall have a right but not an obligation to step in to rectify/resolve the Title Risk, and / or Encumbrances and/or any third party liabilities (if applicable) etc., at thecost and consequence of the Vendor, without in any manner diluting or absolving theVendor of its obligations under this Deed. In such an event, the Purchasershallbeentitledtorecover and/ or adjust such amounts as accrued towards exercising the step in rights eitherfrom the balance Consideration (as defined hereinafter) payableand/or to be provided to the Vendor and/or any of its other entitlements / benefits or in such manner as may be decided by the Purchaser,any costs as such incurred by Purchaser for such rectification/ resolution of any Title Risk and/or Encumbrances and/or any third party liabilities (if applicable etc.)alongwith interest @18% p.a. compounded annually and the Vendor shall not dispute the same.

3.11 AND FURTHER THAT the Vendor shall bear and pay all outgoings related to the New Land including unpaid direct and/or indirect taxes, dues, municipal dues, penalties etc., related to the New Land, if any, payable for the period upto the date of execution and registration of this Deed.

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3.12 AND FURTHER THAT all outgoings, property taxes, levies, charges, assessments, Cess, taxes including N.A. assessments, other assessments, water charges, electricity charges or any other amount payable and all other government charges whatever name called to any authority/person in respect of the New Land pertaining to period up to the date of execution and registration of this Deed shall be borne and paid by the Vendor. The Purchaser shall be liable to bear and pay all outgoings, property taxes, levies, charges, assessments, cess, taxes payable and all other government charges whatever name called in respect of the New Land, for the period from the execution and registration hereof.

4. CONSIDERATION

4.1 Subject to the compliance of the terms of Clause 4.2 of this Deed by the Vendor, the Purchaser agrees to pay to the Vendoran amount of **Rs.73,70,352/-(Seventy-three Lakhs Seventy Thousand Three hundred and Fifty-twoOnly)**(inclusive of all direct and indirect taxes, if any)towards the sale consideration for the New Land("**MonetaryConsideration**")(subject to deduction of taxes as per Applicable Laws)in the following tranches and in the manner as set out in clause 4.2 upon fulfillment of the following and other milestones as mutually agreed between the Parties, to the satisfaction of the Purchaser.

4.2.The Purchaser shall make the payment of the Monetary Consideration in the following manner and upon fulfillment of the conditionssetout herein-

(i) ***First Tranche***: on or before execution of this Deed, pursuant to furnishing of zone certificate certifying the New Land is under residential zone as per Applicable Laws, the Purchaser has paid a PDC of INR Rs.5,00,000/-(Rupees Five Lakhs Only)to the Vendor (subject to deduction of taxes as per Applicable Laws) (**"First Tranche"**) (receipt whereof the Vendor doth hereby admit and acknowledge and every part thereof acquit, release and discharge the Purchaser forever)



(ii) ***Second Tranche***: The Purchaser shall pay the remaining Monetary Consideration which amounts to a sum of INR68,70,352/- (Rupees Sixty-eight LakhsSeventy Thousand Three hundred and Fifty-twoOnly)to the Vendor (subject to deduction of direct and indirect taxes, as per Applicable Laws) ("**Second Tranche**"). The Consideration shallbe paid by the Purchaser to the Vendor within 30 days of fulfillment of the following milestones:

(a) Satisfactory clearance of the title of the New Land alongwith curation of any defect, encumbrance or title issues to the satisfaction of the Purchaser; and.

(b) Updation of the Revenue Records in the name of the Purchaser; and

(c) Issuance of the final layout plan approval by the Nagpur Metropolitan Region Development Authority ("**NMRDA**") / competent authority for the development of Project as per design/layout plans of the Purchaser.

It is agreed between the Parties that the Monetary Consideration in Clause 4.1 &4.2shall be computed/arrived on the basis of **Rs.1175/-** (Rupees One Thousand One Hundred and Seventy-five Only) per square feet on the area proposed to be acquired by the purchaser; Accordingly, the Purchaser has agreed to purchase the New Land on the basis of the representation and assurance of the First Part and with the premise that the Net Plottable Area for the Project Land (viz. the Larger Land, Additional Land and the New Land), shall at all times,remain atleast **230635.04 Square meters**as per the plans of the Purchaser basis which the final layout approval is granted by the relevant authorities. It is further clarified that the Consideration will be subject todownward variation/ adjustment in the event the Net Plottable Area, as per the final layout plan approved by NMRDA/competent authority, as per the plan of the Purchaser is less than the aforementioned area. It is hereby further agreed between the Parties that the Consideration shall be proportionately increased or decreased on the basis of stringent

assessment of the actual physical area of the said Property, actual TILR/K-Prat survey area conducted by the Vendors through the government surveyor and area as per ownership by following due process of law.

4.3. Notwithstanding anything contained in this Deed, in the event if on account of default and/or non-compliance (if any) of any of the obligations of the Vendor in this Deed, including but not limited to the curing any defects, encumbrances, or title issues to the Purchasers reasonable satisfaction,and such default and/or non-compliance continuesforaperiodof15 (fifteen)daysfromthedateonwhichsuchmilestones and/or obligation was due to be performed then the Purchaser shall have a right but not an obligation to step in to complete/fulfill/rectify such default and/or non-compliance and/or obligations of the Vendor, at thecost and consequence of the Vendor, without in any manner diluting or absolving theVendor of its obligations under this Deed. The Purchasershallbeentitledtorecover and/oradjustfromtheConsiderationunder this Deedand/or other benefits/entitlements oftheVendorif any,and as may be mutually agreed by the First part as elaborated below, and anycostsassuchincurredbyPurchaserforcompleting/fulfilling/rectifying such default and/or non-compliance and the Vendor shall not dispute the same. Provided however if the default and/or non-compliance pertains to any Title Risks, the Vendor shall be liable to forthwith resolve/rectify the same and the cure period of 15 days set-out under this clause shall not apply.In such an event, the Vendor shall be liable to pay interest at the rate of 18% p.a. compounded annually to the Purchaser on the Consideration paid by the Purchaser to the Vendor till the time such default and/or non-compliance is resolved.

4.4. It is agreed between the Parties that in the event despiteachievement of all milestones,the Vendor complying / fulfilling all their obligations and covenants to the satisfaction of the Purchaser,and Vendor's representations being true, accurate, complete, valid and subsistingas set out in this Deed,

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the Purchaser fails to make the payment of tranches due to the Vendor in the manner as set out in this Deed, the Vendor shall be entitled to an interest @ 18% p.a. compounded annually on the tranche due until payment thereof by the Purchaser.

4.5. On execution of this Deed the vacant, quiet and peaceful possession of the New Landhas been handed by the Vendor to the Purchaser.

4.6. The Parties further agree that the conveyance of the New Landis absolute and the Purchaser's liability towards payment of unpaid Consideration shall not constitute a "Charge" and/or "Lien" over the New Land.

4.7. Notwithstanding anything contained under this Deed, it is hereby further agreed between the Parties that in the event any Title Risk and/or Encumbrance arises with respect to the New Land, then the obligation of the Purchaser to make any payments and/or provide any benefits/entitlements, if any,to the Vendor, under this Deed and as may be mutually agreed between the Parties, shall remain suspended till such time that the Vendor resolve such Title Risk and/or Encumbrance to the satisfaction of the Purchaser. In such an event, the Vendor shall be liable to pay interest at the rate of 18% p.a. compounded annually to the Purchaser on the Consideration received by the Vendor till such time the Vendor resolve the Title Risk and/or Encumbrance in the manner aforesaid.

5. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

5.1 The Vendor hereby representsand warrants to the Purchaser and the Confirming Party -1 and Confirming Party -2 being guarantors of the Vendor, irrevocable guarantee that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any mannerand the First Part covenants as follows:



i. The Vendoris the absolute owner of the New Landas per the ownership pattern more particularly set out in Schedule-I and as such is absolutely entitled to hold, use, enjoy, occupy and possess the New Land AND save and except the Vendor no other person or party has any share, right, title, interest, claim or demand into, over or upon the same or any part thereof either by way of sale, exchange, mortgage, gift, trust, bequest, tenancy, possession, inheritance, caretaker, leave and license, lien or otherwise howsoever;

ii. Notwithstanding any act, deed, matter or thing whatsoever done or omitted by the Vendor or any person or persons lawfully or equitably claiming by, from, through or in trust for the Vendor, the Vendorhas full power and absolute authority in its own right to transfer the New Land and to relinquish and transfer all its right, title and interest therein in favour of the Purchaser;

iii. The title and possession of the Vendor to the New Land is clear and marketable and free from all Encumbrances;

iv. The Vendor nor any one on their behalf have committed or omitted any act, deed, matter or thing whereby its holding of the New Land and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the New Land and other rights and benefits in respect thereof have or may become or have or may be prejudicially affected or encumbered in any manner whatsoever;

v. The Vendorhas not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the New Land and no other person or party has any right, title or interest, claim or demand into or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same is free from

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