

4

sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Duro Build Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s SMV Realtors Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 60, book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Surya Vaibhav Developers Private Limited** through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no. 64 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no. 96 book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab, and **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Leo Systems & Software Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 54, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Exponent Conbuild Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 94, book no. 04, on dt 14 11 2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "**Vendor**" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

For SMV Agencies Pvt. Ltd.
Authorised Signatory

For Divyansh Homes Pvt. Ltd

Director

ब्रेला

Registration No. : 719

Year : 2,015

Book No. :

0201 मै0 दिव्यांश होम्स द्वारा चन्द्रजीत पाठक

स्व भीम सैन शर्मा

ए-76 कान्तीनगर दिल्ली

व्यापार/अन्य/स्त्री

कान्तीनगर दिल्ली
/अन्य/स्त्री



5

IN FAVOUR OF

M/s DIVYANSH HOMES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at A-76, Kanti Nagar, Delhi-110051 represented through its Director **Mr. CHANDERJEET PATHAK S/o Late Sh. BHIM SEN SHARMA** hereinafter referred to as the "Vendee" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Vibhu Drinks Private Limited, M/s Jaipuria Duro Build Private Limited, M/s SMV Realtors Private Limited, M/s Surya Vaibhav Developers Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Jaipuria Leo Software and System Private Limited, M/s Exponent Conbuild Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

For **SMV Agencies Pvt. Ltd.**

Authorised Signatory

For **Divyansh Homes Pvt. Ltd.**

Director

6

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

AND WHEREAS the land pertaining to this sale deed is falling in the developed plot **GH-02** of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot **GH-02** has been sanctioned by the Ghaziabad Development Authority vide its letter **Ref. 17/M.P/2014** dated **29.09.2014** vide sanction map no. **65/zone 5-2014-15** dated **01.07.2014**.

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 to execute the sale deeds.

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For Divyansh Homes Pvt. Ltd.

Director

Rakesh K.

TEHSIL GHAZI



7

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

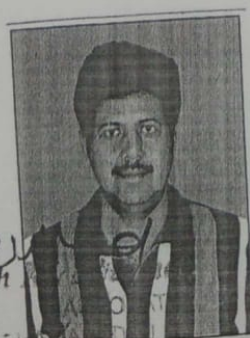
AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring 17710 sq.mtr. or 1.7710 Hect. Comprising of Tower No. D1 To D5 and CH-2 as per the approved plan of GH-02 falling in undivided and impartible land bearing Khasra Nos 1461 (Area 0.0740 hect.), 1501 (Area 0.0220 hect.), 1502 (Area 0.1780 hect.), 1503 (Area 0.4680 hect.), 1504 (Area 0.0850 hect.), 1505 (Area 0.0650 hect.), 1506 (Area 0.2520 hect.), 1507 (Area 0.2250 hect.), 1512 (Area 0.2834 hect.), and 1582 (Area 0.1186 hect.) falling in GH Plot No. 2 in the Township known as "Jaipuria Sunrise Greens" H Block, situated at village Shahpur Bamheta, Ghaziabad, U.P. shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the **said Site/Land**) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of **Rs 25,68,00,000/- (Rupees Twenty Five crore Sixty Eight Lacs only)**. To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For Divyansh Homes Pvt. Ltd.

Director



Rakesh



8

AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER

1. That the Vendee has paid to the Vendor sale consideration of Rs. 6,50,00,000/- (Rupees Six Crore Fifty Lac Only) out of Total Sale Consideration of Rs 25,68,00,000/- (Rupees Twenty Five Crore Sixty Eight Lac only) at the time of Agreement to Sell and remaining consideration of Rs. 19,18,00,000/- (Nineteen Crore Eighteen Lac Only) as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

For SMD Agencies Pvt. Ltd.
Authorised Signatory

For Divyansh Homes Pvt. Ltd.
Director

E-Stamp Certificate No. IN-UP00872280039435N

# 9 #			
Sr.No	Cheque No.	Drawn On	Amount (Rs.)
1	UTR No. VIJBH 14217026006	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
2	UTR No. VIJBH 14258000662	Vijaya Bank, Patpar Ganj Delhi	Rs. 1,50,00,000/-
3	774005	Vijaya Bank, Patpar Ganj Delhi	Rs. 1,00,00,000/-
4	UTR No. VIJBH 14303030362	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
Sr. No. 1 to 4 has been paid at the time of Agreement to Sell			
5	774042	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
6	774043	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
7	774044	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
8	774045	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
9	774046	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
10	774047	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
11	774048	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
12	774049	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
13	774050	Vijaya Bank, Patpar Ganj Delhi	Rs. 2,00,00,000/-
14	774051	Vijaya Bank, Patpar Ganj Delhi	Rs. 92,32,000/-
15	TDS Challan No. 10748	Vijaya Bank dt. 10.10.2014	Rs. 3,53,535/-
16	TDS Challan No. 10065	Vijaya Bank, dt. 15.11.2014	Rs. 3,03,030/-
17	TDS Challan No.10260	Vijaya Bank dt. 04.02.2015	Rs. 19,11,435/-
		Total Amount	Rs. 25,68,00,000/-

For SMD Agencies Pvt. Ltd.

Authorised Signatory

For Divyansh Homes Pvt. Ltd.

Director

10

2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. Now the Vendee is the owner of the said site/land, the Vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.
7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendee shall be liable to pay the same for the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.

For SMV Agencio Pvt. Ltd

Authorised Signatory

For Divyansh Homes Pvt. Ltd.

Director