

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI
O.A. No. 68 OF 2022**

IN THE MATTER OF:

Raman Sharma

....Applicant (s)

-Versus-

State of Haryana & Ors

....Respondent (s)

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NDoH: 18.12.2024

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Date: 13.12.2024

Place: New Delhi

DRAWN & FILED BY:



Shubham Upadhyay & Surya Gupta

Advocates for Respondent No. 8

29, LGF, Presidential Estate,

Nizamuddin East, New Delhi – 110003

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SETTLED BY:

Shri Sanjay Upadhyay

(Senior Advocate)

**BEFORE THE NATIONAL GREEN TRIBUNAL
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O.A. No. 68 OF 2022**

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Raman Sharma

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State of Haryana & Ors

....Respondent (s)

**ADDITIONAL REPLY ON BEHALF OF RESPONDENT NO. 8 (M/S
MALIBU ESTATE PVT. LTD.) IN FURTHERANCE OF ORDER DATED
04.12.2024.**

MOST RESPECTFULLY SHOWETH:

1. That this Hon'ble Tribunal is currently seized of the above-mentioned Original Application which has been filed by one Raman Sharma in the form of a complaint via an email dated 03.12.2021 to the Registrar General of this Hon'ble Tribunal, with regard to integrated residential colony of Malibu Town, Sohna road, Gurugram, Haryana on certain environmental violations which in the humble submissions of the answering Respondent is not only hopelessly barred by limitation but also is in violation of Rule 14 of National Green Tribunal (Practice and Procedure) Rules, 2011 violating the principle of bar on plural remedies in a single application before this Hon'ble Tribunal.
2. That the Ld. SEIAA vide Order dated 24.10.2024 had erroneously concluded without even considering all the submissions made by Respondent No. 8 (hereinafter referred as "answering Respondent") that the answering Respondent had executed the development activities in the License No. 15 of 2008 without obtaining Prior Environmental Clearance and thus violated the norms of the EIA Notification, 2006,
3. That the answering Respondent is submitting the present additional Reply in furtherance of the Order dated 04.12.2024 of this Hon'ble Tribunal to bring on

record some additional facts that may be important for the proper adjudication of the present case. The answering Respondent had already submitted its reply dated 24.07.2023 and Objections dated 02.12.2024 to the SEIAA Order dated 24.10.2024 that may be read as a part and parcel of the present Reply and the contents of the same are not being reiterated for the sake of brevity.

4. On 04.12.2024 there were oral observations regarding an area of 180.116 where part completions were already obtained by the answering Respondent before 2003 and thus in our view it does not fall in the purview of EC Notification so no EC required on 180 Acres, however, there was a query with regard to whether the answering Respondent had carried out any construction (built up area) in the last license i.e., - 15 of 2008 of 24.681 acres.
5. At the outset it is reiterated that the answering Respondent had initially obtained 31 licenses for an area of about 180.116 acres (72.77 Ha) in Sector 47, 50 Gurgaon (for plotted development) starting from 1992 till the year 1997. The Partial Completion for the development works of all the 31 licenses including services like sewerage, water supply etc. for an area of about 167.925 Acres (67.957 Ha) was obtained on or before 2003 (the last partial completion being dated 05.02.2003). The remaining 11.89 acres was allotted to the Group Housing Scheme wherein Part Completion certificate for 10.40 acres (allotted in License No.71-75 of 1992) was granted on 23.02.1996, for 0.10 acres (allotted in License No. 04-08 of 1993) on 03.05.1996 and for 1.39 acres (allotted in License No.15-19 of 1994) on 06.06.2003.
6. That it is reiterated that the license No. 15 of 2008 dated 31.01.2008 was issued in the name of some thirty landowners/farmers, the application for which was made on 26.04.2004 for an area of about 26.85 acres i.e., much before the EIA, Notification 2006 and also before the amendment Notification dated 07.07.2004. Out of the said 26.85 acres, about 2.169 acres of land was acquired by the Government and for the remaining land, the answering Respondent entered into

a collaboration agreement with the landowners/farmers to develop the said land obtained in 2008 and it is submitted in categorical terms that no constructions had been done by the answering Respondent in the said license area. The said land was only developed as a plotted development as per the license conditions which is development in accordance with the approved lay out plan. The approved Zoning plan is also appended in Annexure-1 at Page No. 1609 in Objections dated 02.12.2024.

7. That in order to substantiate the above submissions that only plots (Residential and Commercial) are allotted in the license no. 15 of 2008 and no construction had been done by the answering Respondent in the said license, the chart containing the details of allotment of Plots and a sample copy of Allotment Letter and Conveyance Deed to various vendees/third parties is annexed as **ANNEXURE-R8-1 (Colly)**. Further the answering Respondent also wants to place on record a sample copy of other Allotment Letters and Conveyance Deeds at the time of hearing which will make it visibly clear that all the plots in license no. 15 of 2008 were allotted to third parties only and no construction had been done by the answering Respondent.
8. That the answering Respondent also wants to submit that in view of the letter dated 08.07.2013 wherein Policy for allotment of plots/flats earmarked for Economically Weaker Section in the licensed colony was conveyed to the Director General, Town & Country Planning, Haryana from the Office of the Financial Commissioner & Principal Secretary, Government of Haryana, Town & Country Planning, the answering Respondent has earmarked and had given about 50 plots in the License No. 15 of 2008 itself to the housing board, Haryana for Economically Weaker Section of people. It is important to highlight that in case of allotment of plots for EWS the quota should be 20% of the total number of plots while in case of flats that quota would be 15 % of total number of

residential flats in group housing colony as per this policy. The Letter dated 08.07.2013 is annexed as **ANNEXURE-R8-2**.

9. It is also important to mention here that license no. 15 of 2008 was allotted to some Thirty landowners for setting up of a Residential Plotted Colony at Village Adampur & Fatehpur, Tehsil and District Gurgaon and with whom the answering Respondent had entered into a collaboration agreement to develop the same. Further, as per Item 8 (b) of the Schedule of the EIA Notification, 2006 the Township and Area Development Projects would require to obtain the prior Environment Clearance if the built-up area is more than or equal to 1,50,000 Sq. Mts. and or the covering area is more than or equal to 50 Hectares. The True copy of license no. 15 of 2008 dated 31.01.2008 is Annexed as **ANNEXURE R8-3**.

10. Therefore, in view of the above-mentioned fact it is humbly submitted that the license no. 15 of 2008 was only for 24.681 Acres (9.97 Hectares), and was much below the 50 Hectares threshold and as stated above there was no construction done by the answering Respondent in the said license and only the plots were allotted to the various vendees / third parties or the Government according to the law or policies prevailing at that point of time. It is also important to mention here that individual allottees who had decided to construct on the allotted plot and if there building built-up area was going to be more than the 20,000 Sq. Mts., then such individual allottees had obtained the prior Environmental Clearance for their project under Item 8(a) of the Schedule to the EIA, Notification, 2006. One example is the EC granted to M/s Endure Realty Pvt. Ltd. The copy of the EC is appended again at Page No. 1661 of Objections dated 02.12.2024 filed by the Respondent No. 8.

It is important to emphasise that the said EC was never challenged by the Applicant or by anyone. Furthermore, an EC could not have been given on a land that itself required EC.

11. It is further submitted that it is the Respondent No 4- Director General Town and Planning, Chandigarh which is the competent authority to approve the zonal plan in 2008. Further for any construction in the aforesaid area the same Department which give various approvals, occupation certificates & sanctioning of drawings. In their affidavit submitted so far, they have not alleged any construction that the Project Proponent has carried out in contravention of any law. In fact, they had corroborated in their minutes in the proceedings before Lokayukta, dated 20.02.2014 as well as in their written statement dated 24.07.2023 before this Hon'ble Tribunal that there was no requirement of EC on the said plotted development on the said license No 15 of 2008. The True copy of DGTCP minutes dated 20.02.2014 is Annexed as **ANNEXURE R8-4**. The same is on record as Annexure R/3 at Page No 772 – 779 of the Reply of R-8 dated 24.07.2023 and Written Statement filed by R-4 (DTCP) on Page No. 822-823 dated 24.07.2023.

12. That it is humbly submitted that the Project of the answering Respondent Project did not require Environmental Clearance for the license no. 15 of 2008 as it is only for an Area of about 24.681 Acres (9.97 Hectares) which is less than 50 Hectares which is the threshold under Item 8 (b) of the Schedule to the EIA Notification 2006. Further the answering Respondent had not done any construction on the said license.

13. That the Project Proponent has nothing to add at this stage.

Date: 13.12.2024

Place: New Delhi

DRAWN & FILED BY:



Shubham Upadhyay & Surya Gupta
Advocates for Respondent No. 8

SETTLED BY:

Shri Sanjay Upadhyay
(Senior Advocate)

**IN THE NATIONAL GREEN TRIBUNAL
 PRINCIPAL BENCH, NEW DELHI
 ORIGINAL APPLICATION NO. 68 OF 2022**

IN THE MATTER OF:

Raman Sharma ...Applicant (s)

Versus

State of Haryana & Ors. ...Respondent (s)

AFFIDAVIT

I, Subhash Raghav S/o Shri Ompal Singh Raghav aged about 46, am the Authorized Signatory for M/s Malibu Estate Pvt. Ltd, at 38 DDA Commercial Complex, Kailash Colony Extn. (Zamrudpur), New Delhi – 110048, do hereby solemnly affirms and declares as under:

1. That I am fully conversant of the facts and circumstances of the matter and am competent to swear this affidavit.
2. The contents of the accompanying Additional Reply are true and correct to the best of my knowledge and have been drafted by the counsel on my instructions and nothing material has been concealed therefrom.
3. That the Annexures in the accompanying Additional Reply are true and correct to the best of my knowledge.

Verified
Subhash
D/4525/2018
 I identified the deponent who has signed in my presence

VERIFICATION

13 DEC 2024

For MALIBU ESTATE PVT. LTD.

[Signature]
 Authorised Signatory
DEPONENT

Verified at New Delhi on this..... Day.....of December 2024 that the contents of the above affidavit are true and correct to my knowledge and belief and nothing material has been concealed there from.

NOTARY
 NEELAM SHARMA
 ADVOCATE
 DELHI
 REGD. No. 8227
 EXPIRY DATE
 01/09/2025
OF INDIA

ATTESIEE
 NOTARY (Govt. of India)
 Neelam Sharma
 Advocate
 In No 165A, Gate No. 11,
 Patala House Court
 New Delhi-110001
 (M) 9898408301

For MALIBU ESTATE PVT. LTD.

[Signature]
 Authorised Signatory
DEPONENT

13 DEC 2024

MALIBU ESTATE PVT. LTD.

Plots Allotted in License No. 15 of 2008:

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
1	STAR WOOD	SW/01	FABLE PROPBUILD LLP.	249.470	19-09-2008	07-12-2021
2	STAR WOOD	SW/02	FABLE PROPBUILD LLP.	248.940	19-09-2008	07-12-2021
3	STAR WOOD	SW/03	LOBELIA BUILDWELL LLP.	250.410	19-09-2008	23-06-2023
4	STAR WOOD	SW/04	LOBELIA BUILDWELL LLP.	250.070	19-09-2008	23-06-2023
5	STAR WOOD	SW/05	LOBELIA BUILDWELL LLP.	250.130	19-09-2008	23-06-2023
6	STAR WOOD	SW/06	LOBELIA BUILDWELL LLP.	250.110	19-09-2008	23-06-2023
7	STAR WOOD	SW/07	LOBELIA BUILDWELL LLP.	250.270	19-09-2008	23-06-2023
8	STAR WOOD	SW/08	ARAMBOL PROPERTIES LLP.	250.750	19-09-2008	18-01-2022
9	STAR WOOD	SW/09	SQUADE PROPBUILD LLP.	250.330	19-09-2008	02-08-2022
10	STAR WOOD	SW/10	S-TECH BUILDERS PVT LTD.	249.570	12-06-2009	12-11-2010
11	STAR WOOD	SW/11	AJITABH	249.650	04-06-2009	27-07-2012
12	STAR WOOD	SW/12	S-TECH BUILDERS PVT LTD.	250.110	12-06-2009	12-10-2010
13	STAR WOOD	SW/13	S-TECH BUILDERS PVT LTD.	250.530	12-06-2009	12-10-2010
14	STAR WOOD	SW/14	S-TECH BUILDERS PVT LTD.	250.540	12-06-2009	12-10-2010
15	STAR WOOD	SW/15	S-TECH BUILDERS PVT LTD.	254.420	12-06-2009	12-10-2010
16	STAR WOOD	SW/16	S-TECH BUILDERS PVT. LTD	250.990	12-06-2009	12-10-2010
17	STAR WOOD	SW/17	S-TECH BUILDERS PVT. LTD.	250.990	12-06-2009	12-11-2010
18	STAR WOOD	SW/18	S-TECH BUILDERS PVT. LTD.	250.990	12-06-2009	12-11-2010
19	STAR WOOD	SW/19	BRITONA PROPERTIES LLP.	293.890	23-09-2008	14-12-2021
20	STAR WOOD	SW/20	SQUADE PROPBUILD LLP.	280.970	19-09-2008	02-08-2022
21	STAR WOOD	SW/21	PAGODA BUILDCON LLP.	278.320	19-09-2008	08-06-2023
22	STAR WOOD	SW/22	SATBIR SINGH	275.670	22-06-2009	12-11-2010
23	STAR WOOD	SW/23	SATBIR SINGH	273.030	22-06-2009	12-11-2010
24	STAR WOOD	SW/24	RAJ KUMARI	270.380	22-06-2009	16-11-2010
25	STAR WOOD	SW/25	SUNEETI BINDRA	335.060	04-06-2009	27-03-2014
26	STAR WOOD	SW/26	RAJESH YADAV	250.840	12-12-2014	29-05-2012
27	STAR WOOD	SW/27	GEETA HANDA	250.840	14-03-2009	23-12-2009
28	STAR WOOD	SW/28	SUBHRAM	250.840	14-03-2009	10.12.2024
29	STAR WOOD	SW/29	ARAMBOL PROPERTIES LLP.	250.840	19-09-2008	28-01-2022
30	STAR WOOD	SW/30	SUBHASH CHAND	250.840	14-03-2009	06-07-2009
31	STAR WOOD	SW/31	SUBHASH CHAND	250.840	14-03-2009	06-07-2009
32	STAR WOOD	SW/32	SUBHASH CHAND	250.840	14-03-2009	06-07-2009
33	STAR WOOD	SW/33	SUBHASH CHAND	250.840	14-03-2009	06-07-2009
34	STAR WOOD	SW/34	SUBHASH CHAND	250.840	14-03-2009	06-07-2009
35	STAR WOOD	SW/35	ARAMBOL PROPERTIES LLP.	250.840	19-09-2008	18-01-2022
36	STAR WOOD	SW/36	FLUME PROPBUILD LLP.	250.840	19-09-2008	23-11-2021
37	STAR WOOD	SW/37	FLUME PROPBUILD LLP.	250.840	19-09-2008	23-11-2021
38	STAR WOOD	SW/38	FLUME PROPBUILD LLP.	250.840	19-09-2008	23-11-2021
39	STAR WOOD	SW/39	FLUME PROPBUILD LLP.	250.840	19-09-2008	23-11-2021
40	STAR WOOD	SW/40	S-TECH BUILDERS PVT. LTD.	250.840	22-06-2009	14-07-2011
41	STAR WOOD	SW/41	S-TECH BUILDERS PVT. LTD.	250.840	22-06-2009	14-07-2011

ANNEXURE R8/1

[Colly]

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
42	STAR WOOD	SW/42	SAMEER SAIGAL	250.840	22-06-2009	14-10-2011
43	STAR WOOD	SW/43	M/S S-TECH BUILDERS PVT. LTD	250.840	22-06-2009	09-11-2010
44	STAR WOOD	SW/44	FLUME PROPBUILD LLP.	247.720	19-09-2008	23-11-2021
45	STAR WOOD	SW/45	SQUADE PROBUILD LLP.	245.960	10-09-2008	02-08-2022
46	STAR WOOD	SW/46	ARAMBOL PROPERTIES LLP.	244.190	19-09-2008	28-01-2022
47	STAR WOOD	SW/47	S-TECH BUILDERS PVT. LTD.	242.430	22-06-2009	12-11-2010
48	STAR WOOD	SW/48	S-TECH BUILDERS PVT. LTD.	240.670	22-06-2009	14-07-2011
49	STAR WOOD	SW/49	M/S S-TECH BUILDERS PVT. LTD.	238.880	22-06-2009	12-11-2010
50	STAR WOOD	SW/50	PREM CHAND	250.840	14-03-2011	14-02-2012
51	STAR WOOD	SW/51	ARAMBOL PROPERTIES LLP.	250.840	19-09-2008	18-01-2022
52	STAR WOOD	SW/52	MEENA DEVI RAJBARHIA	250.840	22-06-2009	13-05-2013
53	STAR WOOD	SW/53	SATISH CHANDER KAPOOR	250.840	22-06-2009	03-04-2012
54	STAR WOOD	SW/54	RAMCHANDER	250.840	14-03-2009	06-07-2009
55	STAR WOOD	SW/55	RAMCHANDER	250.840	14-03-2009	06-07-2009
56	STAR WOOD	SW/56	RAMCHANDER	250.840	14-03-2009	06-07-2009
57	STAR WOOD	SW/57	RAMCHANDER	250.840	14-03-2009	06-07-2009
58	STAR WOOD	SW/58	RAMCHANDER	250.840	14-03-2009	06-07-2009
59	KEN WOOD	KW/01	ANITA GUPTA	167.600	22-09-2008	06-05-2014
60	KEN WOOD	KW/02	NARENDER KUMAR	167.600	03-02-2010	12-10-2010
61	KEN WOOD	KW/03	VEDANTA REALTY PVT. LTD.	167.600	25-02-2010	26-08-2015
62	KEN WOOD	KW/04	NAVEEN MADAN	167.600	23-02-2010	12-10-2010
63	KEN WOOD	KW/05	MANJU SETHI	167.600	23-02-2010	12-10-2010
64	KEN WOOD	KW/06	PROMILA KAPOOR	167.600	12-03-2010	09-03-2016
65	KEN WOOD	KW/07	ANJU BAJAJ	167.600	06-03-2010	31-12-2021
66	KEN WOOD	KW/08	RAVINDER WADHWA	167.600	24-06-2010	22-03-2011
67	KEN WOOD	KW/09	DR. SUBROTO RANJANPODDAR	167.600	20-04-2010	04-04-2012
68	KEN WOOD	KW/10	PAYAL MALHOTRA	167.600	07-06-2010	07-06-2019
69	KEN WOOD	KW/11	PADAM PARKASH JAIN	167.600	20-01-2010	03-03-2010
70	KEN WOOD	KW/12	JAGDEV SINGH	167.600	25-08-2008	03-01-2013
71	KEN WOOD	KW/13	SANJIV MEHTA	167.600	03-12-2008	30-10-2018
72	KEN WOOD	KW/14	VINEY MUTREJA	167.600	16-09-2008	03-03-2017
73	KEN WOOD	KW/15	SANJEEV KUMAR GARG	167.600	25-08-2008	08-09-2010
74	KEN WOOD	KW/16	SAGAR GUPTA	167.600	05-09-2008	07-12-2017
75	KEN WOOD	KW/17	VIKRANT BHARDWAJ	167.600	18-08-2022	29-08-2022
76	KEN WOOD	KW/18	MY VALUE TRAVEL.COM PVT. LTD.	167.600	08-08-2008	21-12-2010
77	KEN WOOD	KW/19	MUKESH PARTI	167.600	14-08-2008	21-12-2010
78	KEN WOOD	KW/20	SANJAY TYAGI	167.600	14-03-2009	02-01-2012
79	KEN WOOD	KW/21	RAKHI	167.600	18-08-2008	20-08-2014
80	KEN WOOD	KW/22	SPACES N FORMS DESIGN	167.600	05-06-2010	09-05-2012
81	KEN WOOD	KW/23	JAGDISH CHANDER VIJ	167.600	10-12-2009	07-06-2010
82	KEN WOOD	KW/24	AJAY KUMAR GOEL	167.600	17-12-2009	15-09-2022
83	KEN WOOD	KW/25	SANGITA CHUGH	167.600	15-01-2010	28-03-2011
84	KEN WOOD	KW/26	DEVRAJ	167.600	23-01-2010	22-03-2011

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
85	KEN WOOD	KW/27	M/S 4S LANDBASE DEVELOPERS PVT. LTD.	167.600	12-12-2009	18-06-2010
86	KEN WOOD	KW/28	ARJUN SINGH BISHT	167.600	17-09-2008	26-05-2011
87	KEN WOOD	KW/29	MADAN RAJ BHATT	167.600	07-10-2008	08-12-2010
88	KEN WOOD	KW/30	RAVINDRA KUMAR PAL	167.600	30-09-2008	15-04-2011
89	KEN WOOD	KW/31	SUNIL CHAND AGARWAL	167.600	25-08-2008	15-10-2010
90	KEN WOOD	KW/32	RAKESH CHANDRA BAGOLI	167.600	27-08-2008	02-12-2011
91	KEN WOOD	KW/33	POONAM AGRAWAL	167.600	05-09-2008	16-06-2010
92	KEN WOOD	KW/34	SUSHMA JAIN	167.600	18-05-2009	22-09-2010
93	KEN WOOD	KW/35	RAJIV AGARWAL	167.600	10-09-2008	21-12-2010
94	KEN WOOD	KW/36	M/S CHAND ENERGY PVT. LTD.	167.600	11-02-2010	09-05-2012
95	KEN WOOD	KW/37	ANIL PRIMLANI	167.600	30-09-2008	22-03-2011
96	KEN WOOD	KW/38	R.C.JUNEJA	167.600	17-02-2010	04-03-2013
97	KEN WOOD	KW/39	ADARSH DHINGRA	167.600	04-03-2010	04-03-2013
98	KEN WOOD	KW/40	SPACES N FORMS DESIGN	167.600	28-05-2010	22-12-2011
99	KEN WOOD	KW/41	ANESH KUMAR KOHLI	167.600	20-03-2009	22-03-2011
100	KEN WOOD	KW/42	ANUPMA GAHALAUT	167.600	25-03-2009	08-05-2014
101	KEN WOOD	KW/43	KAILASH C. SUNEJA	167.600	04-04-2009	24-03-2011
102	KEN WOOD	KW/44	DEEPAK VASHISTA	167.600	01-10-2008	13-03-2014
103	KEN WOOD	KW/45	MAHESH JOSHI	167.600	16-09-2008	21-01-2013
104	KEN WOOD	KW/46	AMIT KHANDELWAL	167.600	24-03-2009	19-10-2011
105	KEN WOOD	KW/47	SUMEDHA SINDWANI	167.600	20-03-2009	15-05-2012
106	KEN WOOD	KW/48	PRADEEP KUMAR	167.600	20-03-2009	30-05-2012
107	KEN WOOD	KW/49	LAXMAN MALIK	167.600	20-03-2009	15-05-2012
108	KEN WOOD	KW/50	HARISH KUMAR MALIK	167.600	20-03-2009	15-05-2012
109	KEN WOOD	KW/51	CAPTAIN DEEPAK PATNI	167.600	20-04-2009	25-11-2011
110	KEN WOOD	KW/52	DHARMINDER SINGH OBEROI	167.600	10-02-2009	09-03-2010
111	KEN WOOD	KW/53	M/S VEDANTA REALTY PVT. LTD.	167.600	05-12-2008	18-06-2014
112	KEN WOOD	KW/54	ANJU BAJAJ	167.600	05-12-2008	28-12-2018
113	KEN WOOD	KW/55	JOGINDER SINGH	167.600	22-04-2009	09-10-2009
114	KEN WOOD	KW/56	AJENDRA SINGH	167.600	29-04-2009	06-03-2012
115	KEN WOOD	KW/57	NITIN JINDAL	167.600	27-03-2009	26-03-2013
116	KEN WOOD	KW/58	MUNISH KUMAR	167.600	01-04-2009	30-08-2013
117	KEN WOOD	KW/59	AYUSH SHARMA	167.600	27-03-2009	01-03-2012
118	KEN WOOD	KW/60	PRIYANKA MAHESHWARI	167.600	02-04-2009	28-03-2013
119	KEN WOOD	KW/61	SANDEEP MITTAL	167.600	03-04-2009	26-03-2013
120	KEN WOOD	KW/62	MAHESH GARG	167.600	31-03-2009	27-06-2013
121	KEN WOOD	KW/63	DHARMINDER SINGH	167.600	20-04-2009	04-05-2011
122	KEN WOOD	KW/64	VEDWATI MALIK	167.600	13-02-2009	30-03-2012
123	KEN WOOD	KW/65	DR.TARUN WALIA	167.600	25-04-2009	20-11-2009
124	KEN WOOD	KW/66	SANJEEV KUMAR	167.600	04-04-2009	25-07-2011
125	KEN WOOD	KW/67	SURESH KUMAR SULAKH	167.600	05-05-2009	21-11-2013
126	KEN WOOD	KW/68	SUDHIR YADAV	167.600	29-04-2009	26-05-2011
127	KEN WOOD	KW/69	REKHA YADAV	167.600	25-04-2009	25-07-2011

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
128	KEN WOOD	KW/70	SHAM SUNDER BAJAJ	167.600	22-02-2010	12-03-2012
129	KEN WOOD	KW/71	PANKAJ SALDHI	167.600	30-01-2010	15-07-2022
130	KEN WOOD	KW/72	SANT KUMAR	167.600	22-03-2010	19-10-2011
131	KEN WOOD	KW/73	SAVITA SINGHAL	167.600	11-03-2010	27-02-2013
132	KEN WOOD	KW/74	TRIBHUWAN YADAV	167.600	09-09-2010	27-12-2013
133	KEN WOOD (EWS Plots)	KW/75	To Housing Board, Haryana.	50.000		
134	KEN WOOD (EWS Plots)	KW/76	To Housing Board, Haryana.	50.000		
135	KEN WOOD (EWS Plots)	KW/77	To Housing Board, Haryana.	50.000		
136	KEN WOOD (EWS Plots)	KW/78	To Housing Board, Haryana.	50.000		
137	KEN WOOD (EWS Plots)	KW/79	To Housing Board, Haryana.	50.000		
138	KEN WOOD (EWS Plots)	KW/80	To Housing Board, Haryana.	50.000		
139	KEN WOOD (EWS Plots)	KW/81	To Housing Board, Haryana.	50.000		
140	KEN WOOD (EWS Plots)	KW/82	To Housing Board, Haryana.	50.000		
141	KEN WOOD (EWS Plots)	KW/83	To Housing Board, Haryana.	50.000		
142	KEN WOOD (EWS Plots)	KW/84	To Housing Board, Haryana.	50.000		
143	KEN WOOD (EWS Plots)	KW/85	To Housing Board, Haryana.	50.000		
144	KEN WOOD (EWS Plots)	KW/86	To Housing Board, Haryana.	50.000		
145	KEN WOOD (EWS Plots)	KW/87	To Housing Board, Haryana.	50.000		
146	KEN WOOD (EWS Plots)	KW/88	To Housing Board, Haryana.	50.000		
147	KEN WOOD (EWS Plots)	KW/89	To Housing Board, Haryana.	50.000		
148	KEN WOOD (EWS Plots)	KW/90	To Housing Board, Haryana.	50.000		
149	KEN WOOD (EWS Plots)	KW/91	To Housing Board, Haryana.	50.000		
150	KEN WOOD (EWS Plots)	KW/92	To Housing Board, Haryana.	50.000		
151	KEN WOOD (EWS Plots)	KW/93	To Housing Board, Haryana.	50.000		
152	KEN WOOD (EWS Plots)	KW/94	To Housing Board, Haryana.	50.000		
153	KEN WOOD (EWS Plots)	KW/95	To Housing Board, Haryana.	50.000		
154	KEN WOOD (EWS Plots)	KW/96	To Housing Board, Haryana.	50.000		
155	KEN WOOD (EWS Plots)	KW/97	To Housing Board, Haryana.	50.000		
156	KEN WOOD (EWS Plots)	KW/98	To Housing Board, Haryana.	50.000		
157	KEN WOOD (EWS Plots)	KW/99	To Housing Board, Haryana.	50.000		
158	KEN WOOD (EWS Plots)	KW/100	To Housing Board, Haryana.	50.000		
159	KEN WOOD (EWS Plots)	KW/101	To Housing Board, Haryana.	50.000		
160	KEN WOOD (EWS Plots)	KW/102	To Housing Board, Haryana.	50.000		
161	KEN WOOD (EWS Plots)	KW/103	To Housing Board, Haryana.	50.000		
162	KEN WOOD (EWS Plots)	KW/104	To Housing Board, Haryana.	50.000		
163	KEN WOOD (EWS Plots)	KW/105	To Housing Board, Haryana.	50.000		
164	KEN WOOD (EWS Plots)	KW/106	To Housing Board, Haryana.	50.000		
165	KEN WOOD (EWS Plots)	KW/107	To Housing Board, Haryana.	50.000		
166	KEN WOOD (EWS Plots)	KW/108	To Housing Board, Haryana.	50.000		
167	KEN WOOD (EWS Plots)	KW/109	To Housing Board, Haryana.	50.000		
168	KEN WOOD (EWS Plots)	KW/110	To Housing Board, Haryana.	50.000		
169	KEN WOOD (EWS Plots)	KW/111	To Housing Board, Haryana.	50.000		
170	KEN WOOD (EWS Plots)	KW/112	To Housing Board, Haryana.	50.000		

Allotment through Draw & Registry
done by Housing Board- Haryana.

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
171	KEN WOOD (EWS Plots)	KW/113	To Housing Board, Haryana.	50.000		
172	KEN WOOD (EWS Plots)	KW/114	To Housing Board, Haryana.	50.000		
173	KEN WOOD (EWS Plots)	KW/115	To Housing Board, Haryana.	50.000		
174	KEN WOOD (EWS Plots)	KW/116	To Housing Board, Haryana.	50.000		
175	KEN WOOD (EWS Plots)	KW/117	To Housing Board, Haryana.	50.000		
176	KEN WOOD (EWS Plots)	KW/118	To Housing Board, Haryana.	50.000		
177	GREEN STREET (EWS Plots)	GS/184	To Housing Board, Haryana.	50.020		
178	GREEN STREET (EWS Plots)	GS/185	To Housing Board, Haryana.	50.020		
179	GREEN STREET (EWS Plots)	GS/66/26-A	To Housing Board, Haryana.	50.100		
180	GREEN STREET (EWS Plots)	GS/66/26-B	To Housing Board, Haryana.	50.100		
181	GREEN STREET (EWS Plots)	GS/66/26-C	To Housing Board, Haryana.	50.100		
182	GREEN STREET (EWS Plots)	GS/66/26-D	To Housing Board, Haryana.	50.100		
183	BIRCH STREET	BS/04A	AVA LANDMARK PRIVATE LIMITED.	306.520	14-03-2009	09-01-2012
184	BIRCH STREET	BS/04B	AVA LANDMARK PRIVATE LIMITED.	309.050	14-03-2009	09-01-2012
185	BIRCH STREET	BS/04C	BHESHA NAND SINGH	308.080	31-07-2008	08-11-2011
186	BIRCH STREET	BS/04D	SANGEETA BAJAJ	307.110	31-07-2008	07-07-2014
187	BIRCH STREET	BS/04E	SUNRISE INDUSTRIES	306.200	26-01-2016	05-02-2016
188	BIRCH STREET	BS/04F	DALJEET SINGH DHINGRA	306.060	26-01-2016	05-02-2016
189	BIRCH STREET	BS/04G	RAJESH KAUSHIK	290.560	14-03-2009	31-12-2018
190	BIRCH STREET	BS/04H	ASHISH GUPTA	295.160	14-03-2009	28-11-2018
191	BIRCH STREET	BS/04I	SQUADE PROPBUILD LLP.	295.120	09-12-2008	02-08-2022
192	BIRCH STREET	BS/04J	SQUADE PROPBUILD LLP.	295.220	19-09-2008	02-08-2022
193	BIRCH STREET	BS/04K	JYOTI KHANDUJA	295.290	08-06-2009	08-09-2010
194	BIRCH STREET	BS/04L	RAJBIR SINGH	294.940	17-04-2009	11-02-2010
195	BIRCH STREET	BS/04M	SRISHTI NARANG	294.900	17-09-2008	03-01-2019
196	BIRCH STREET	BS/04N	SQUADE PROPBUILD LLP.	295.250	19-09-2008	02-08-2022
197	BIRCH STREET	BS/12A	ANURAG KALRA	921.690	16-10-2009	17-10-2013
198	BIRCH STREET	BS/12B	AVA LANDMARK PRIVATE LIMITED.	252.780	14-03-2009	04-01-2012
199	BIRCH STREET	BS/12C	AVA LANDMARK PRIVATE LIMITED.	257.550	14-03-2009	04-01-2012
200	BIRCH STREET	BS/12D	AVA LANDMARK PRIVATE LIMITED.	257.050	14-03-2009	09-01-2012
201	BIRCH STREET	BS/12E	NEELAM RANI	256.730	14-03-2009	09-01-2012
202	BIRCH STREET	BS/12F	SATINDER THAKRAN	256.340	23-09-2008	
203	BIRCH STREET	BS/12G	NAVEEN CHOUDHARY	256.000	10-09-2008	03-10-2011
204	BIRCH STREET	BS/12H	HARISH THAKRAN	259.310	14-03-2009	14-07-2009
205	BIRCH STREET	BS/12I	ARUN SAHDEV	259.840	14-03-2009	14-07-2009
206	BIRCH STREET	BS/12J	ASHA SAINI	260.110	08-04-2009	03-03-2010
207	BIRCH STREET	BS/12K	GURVINDER SINGH	260.120	07-04-2009	27-04-2011
208	BIRCH STREET	BS/12L	FABLE PROPBUILD LLP.	259.930	19-09-2008	11-11-2021
209	BIRCH STREET	BS/12M	NIRMALA DEVI	259.960	19-09-2008	03-10-2011
210	BIRCH STREET	BS/12N	DILRAJ KUMAR SHARMA	260.120	01-09-2008	02-08-2010
211	BIRCH STREET	BS/12O	PREM CHAND MEHRA	260.630	14-03-2009	14-07-2009
212	BIRCH STREET	BS/12P	DEEPA TALREJA	261.970	14-03-2009	14-07-2009
213	BIRCH STREET	BS/12Q	VIPIN KAUSHIK	247.390	07-04-2015	04-09-2015

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
214	BIRCH STREET	BS/12R	FABLE PROPBUILD LLP.	246.800	19-09-2008	11-11-2021
215	BIRCH STREET	BS/12S	PAWAN BHASIN	245.330	23-09-2008	25-08-2011
216	VINE STREET	VS/04B	BRITONA PROPERTIES LLP.	334.380	19-09-2008	14-12-2021
217	VINE STREET	VS/04C	BRITONA PROPERTIES LLP.	334.270	19-09-2008	14-12-2021
218	VINE STREET	VS/04D	RANDHAWA SUHAG	332.410	29-05-2009	05-02-2021
219	VINE STREET	VS/04E	JASBIR SINGH	330.690	08-06-2009	30-05-2012
220	VINE STREET	VS/04F	SONALI GUPTA	328.920	14-03-2009	18-02-2016
221	VINE STREET	VS/04G	SUNITA THAKRAN	299.500	14-03-2009	08-02-2017
222	VINE STREET	VS/04H	BRITONA PROPERTIES LLP.	299.210	19-09-2008	14-12-2021
223	VINE STREET	VS/04I	BRITONA PROPERTIES LLP.	299.260	19-09-2008	14-12-2021
224	VINE STREET	VS/04J	SQUADE PROPBUILD LLP.	299.310	21-12-2008	02-08-2022
225	VINE STREET	VS/04K	YASH PAL SACHDEVA	298.820	14-03-2009	12-12-2011
226	VINE STREET	VS/04L	ARCHANA YADAV	298.860	22-04-2009	11-08-2017
227	VINE STREET	VS/04M	NAVNEET K. GOYAL	298.540	17-09-2008	25-08-2011
228	VINE STREET	VS/05B	MAMMAN KHAN	352.990	14-03-2009	28-03-2011
229	VINE STREET	VS/05C	PANKAJ GUPTA	353.380	14-03-2009	17-02-2011
230	WHITE WOOD	WW/10A	SHASHI BALA HASIJA	230.070	14-05-2009	18-01-2021
231	WHITE WOOD	WW/10B	OM PRAKASH AHUJA	230.070	09-08-2008	25-01-2017
232	WHITE WOOD	WW/10C	SUNITA BHARDWAJ	230.070	06-04-2009	09-11-2023
233	WHITE WOOD	WW/10D	KAMAL KISHORE NARESH	230.070	27-03-2009	23-12-2009
234	WHITE WOOD	WW/10E	YASH PAL VIJ	230.070	22-09-2008	27-07-2009
235	WHITE WOOD	WW/10F	PRAVESH KHOKHAR	230.070	03-04-2009	11-02-2010
236	WHITE WOOD	WW/19A	CITLAND COMMERCIAL CREDITS LTD.	230.070	11-09-2008	18-01-2022
237	WHITE WOOD	WW/19B	SHIV KUMAR AGRAWAL	230.070	01-09-2008	11-11-2009
238	WHITE WOOD	WW/19C	ROHIT TANDON	230.070	14-03-2009	02-01-2012
239	WHITE WOOD	WW/19D	SANJEEV MITTAL	230.070	14-03-2009	02-01-2012
240	WHITE WOOD	WW/19E	AVA LANDMARK PRIVATE LIMITED.	230.070	14-03-2009	04-01-2012
241	WHITE WOOD	WW/19F	AVA LANDMARK PRIVATE LIMITED.	230.070	14-03-2009	04-01-2012
242	WHITE WOOD	WW/20A	PAGODA BUILDCON LLP.	230.070	10-09-2008	11-11-2022
243	WHITE WOOD	WW/20B	BRITONA PROPERTIES LLP.	230.070	19-09-2008	14-12-2021
244	WHITE WOOD	WW/20C	BRITONA PROPERTIES LLP.	230.070	19-09-2008	14-12-2021
245	WHITE WOOD	WW/20D	PAGODA BUILDCON LLP.	230.070	10-09-2008	23-06-2023
246	WHITE WOOD	WW/20E	RNB. SINGH	230.070	22.04.2004	
247	WHITE WOOD	WW/20F	RNB. SINGH	230.070	22.04.2004	
248	WHITE WOOD	WW/20G	RNB. SINGH	227.800	22.04.2004	
249	WHITE WOOD	WW/20H	RNB. SINGH	230.070	22.04.2004	
250	WHITE WOOD	WW/20I	ARAMBOL PROPERTIES LLP.	230.070	19-09-2008	18-01-2022
251	WHITE WOOD	WW/20J	PAGODA BUILDCON LLP.	230.070	10-09-2008	23-06-2023
252	WHITE WOOD	WW/20K	INDRA KATARIA	230.070	30-08-2008	23-11-2009
253	WHITE WOOD	WW/20L	FLUME PROPBUILD LLP.	230.070	19-09-2008	07-12-2021
254	WHITE WOOD	WW/47A	KRISHAN YADAV	230.070	19-09-2008	19-01-2021
255	WHITE WOOD	WW/47B	AMARJEET SINGH	230.070	19-09-2008	12-07-2021
256	WHITE WOOD	WW/47C	FABLE PROPBUILD LLP.	230.070	19-09-2008	11-11-2021

S.No.	Location	Plot No.	Name	Area in Mtr.	Allotment Date	Registry Date
257	WHITE WOOD	WW/47D	RAJEEV KUMAR OHLYAN	230.070	04-03-2009	06-10-2009
258	WHITE WOOD	WW/47E	SUMAN GUPTA	230.070	14-03-2009	20-08-2010
259	WHITE WOOD	WW/47F	KAUSHAL KAPOOR	230.070	30-12-2008	25-08-2009
260	WAL NUT STREET	WNS/08A	ANKIT TRACOM PVT. LTD.	803.280	29-05-2010	21-11-2013
261	WAL NUT STREET	WNS/08B	NOVAS COMMERCIAL PVT. LTD.	973.910	04-06-2010	21-11-2013
262	WAL NUT STREET	WNS/08C	NOVAS COMMERCIAL PVT. LTD.	903.040	29-05-2010	21-11-2013
263		NH/01	KANTA KUMAR JUNEJA	1,044.000	27-07-2006	24-04-2024
				54,474.670		
<i>Total Area in Acres (54474.670 mtr x 0.0002471)</i>				13.461	(A)	
S.No.	Particulars		ALLOTTED TO	Area in Acres		
1	COMMERCIAL - (EC Taken)		ENDURE REALTY PVT. LTD.	0.203		13-10-2010
2	Educational Site / PS-4		INLEAD EDUATION	1.066	19-12-2011	22-12-2011
3	COMMERCIAL		AVA BUILDERS PVT. LTD.	0.797		23-02-2011
4	Educational Site / High Scghool		INDIASCAPE INF. DEV. PVT. LTD	5.090	28-03-2012	16-04-2012
5	Educational Site / PS-2		MALIBU LITTLE STAR PRIMARY SCHOOL	1.146	11-04-2011	24-04-2015
				8.302	(B)	
			Total	21.763	(A+B)	
			Road, Park and Open Space.	2.918		
			G.Total	24.681		

-TRUE COPY-

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 21/06/2023

Certificate No. G0U2023F216

GRN No. 103900542

Stamp Duty Paid : ₹ 301000
(Rs. Only)Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Malibu Estate Pvt Ltd

H.No/Floor : 38

City/Village : New delhi

Phone: 86*****80

Sector/Ward : Na

District : New delhi

LandMark : Dda commercial complex zamrudpur

State : Delhi

Buyer / Second Party Detail

Name : Lobelia Buildwell Llp

H.No/Floor : 19

City/Village: Delhi

Phone : 86*****80

Sector/Ward : Na

District : Delhi

LandMark : Dda commercial complex zamrudpur

State : Delhi



Purpose : CONVEYANCE DEED

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

- | | |
|--|---|
| 1. Type of Deed | : CONVEYANCE DEED |
| 2. Village City Name & Code | : Malibu Towne |
| 3. Segment Block Name & Code | : SW-03 |
| 4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) | : 250.41 Sq. Mtrs. |
| 5. Type of Property | : Plot |
| 6. Transaction Value | : Rs.42,97,687/- |
| 7. Stamp Duty | : Rs.3,01,000/- |
| 8. Stamp No. & Date | : G0U2023F216/21-06-2023 |
| 9. Registration Fees | : GRN No.103900664/15-06-2023
Rs.25010/- |

Name of Vendor			
M/s Malibu Estate Private Limited Through Shri Manish Kumar Yadav			
Aadhaar Card	Pan Card	Mobile No.	E-Mail address
Manish Kumar Yadav 8553 2119 3166	Malibu Estate AAACM1120E		
Name of Vendee			
M/s. Lobelia Buildwell LLP through Mr. Rahul Bhattacharjee			
Aadhaar Card	Pan Card	Mobile No.	E-Mail address
4277 4265 7077	AAHFL7313G		

Manish Kumar

प्रलेख क्र.: 4472

वसीका संबंधी विवरण

वसीका का नाम CONVEYANCE URBAN AREA WITHIN MC

तहसील/सब-तहसील- बादशाहपुर

गांव/शहर- लाईसेंस कालोनी

स्थित- Malibu Town Islampur

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर

पंजीकृत कॉलोनी

पता : 3, Malibu Town, Sec 50, Sec 50, 122018

धन संबंधी विवरण

राशि- 4297687 रुपये

कुल स्टाम्प शुल्क- 300838 रुपये

स्टाम्प नं- G0U2023F216

स्टाम्प का मूल्य- 301000 रुपये

रजिस्ट्रेशन फीस- 25000 रुपये

EChallan: 103900664

पेस्टिंग शुल्क- 3 रुपये

द्वारा तैयार किया गया- BHAGAT SINGH ADV

सेवा शुल्क- 200

भूमि का विवरण

250.41 Sq. Meters

निवासीय

स्थानीय शहरी निकाय संबंधी विवरण

प्रॉपर्टी आईडी- 1CW4VEF4

प्रॉपर्टी नं- SW-03

मालिक- Malibu Estate Pvt. Ltd.

पता- 3, Malibu Town, Sec 50, Sec 50, 122018

यह प्रलेख आज दिनांक 23-06-2023 दिन शुक्रवार समय 2:05:00 PM बजे श्री/श्रीमती/कुमारी MALIBU ESTATE PRIVATE LIMITED द्वारा पंजीकरण हेतु प्रस्तुत किया गया।
 MANISH KUMAR YADAV OTHER निवास N DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

हस्ताक्षर प्रस्तुतकर्ता

) Manish Kumar
 MALIBU ESTATE PRIVATE LIMITED

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।

उप/संयुक्त पंजीयन अधिकारी
(बादशाहपुर)

दिनांक 23-06-2023

Manish Kumar
 MALIBU ESTATE PRIVATE LIMITED
 उपरोक्त क्रेता व श्री/श्रीमती/कुमारी LOBELIA BUILDWELL LLP thru RAHUL BHATTACHARJEE OTHER 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 BHAGAT SINGH RATHI पिता निवासी ADV GGM व श्री/श्रीमती/कुमारी SACHIN YADAV पिता S YADAV निवासी ND ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी
(बादशाहपुर)

दिनांक 23-06-2023

CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 23rd day of June in the year Two Thousand Twenty Three by **M/s Malibu Estate Private Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony, Extension, Zamrudpur, New Delhi - 110048, acting through its Authorized Signatory **Shri Manish Kumar Yadav** S/o Shri Sugga Lal Yadav R/o 11/16, Kandhaipur, Dhoomanganj, Allahabad, Uttar Pradesh - 211011, authorized to sign and execute Conveyance Deed on behalf of Company and present them for registration before registering Authorities vide Board of **Directors Resolution Dated 17-06-2023** (hereinafter called "The Vendor" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns) of the FIRST PART

In Favour Of

M/s. Lobelia Buildwell LLP having regd. Office at 19, DDA Commercial Complex, Kailash Colony Extn. Zamrudpur-110048, Delhi through its authorized Signatory **Mr. Rahul Bhattacharjee** to sign the Conveyance Deed on behalf of both the Company's **Vide Board of Directors Resolution dated 17-06-2023** (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Gecid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Sub-Tehsil Badshahpur Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as " Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies interalia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.

Manish Kumar

Reg. No.

Reg. Year

Book No.

4472

2023-2024

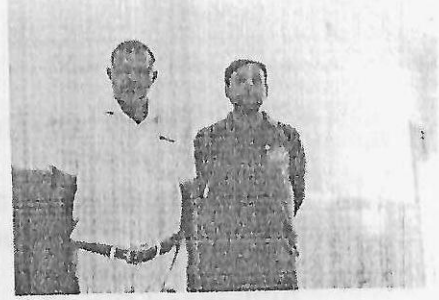
1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru MANISH KUMAR YADAVOTHER MALIBU ESTATE PRIVATE LIMITED Manish Kumar

क्रेता :- thru RAHUL BHATTACHARJEEOTHERLOBELIA BUILDWELL LLP Rahul

गवाह 1 :- BHAGAT SINGH RATHI B.S. Rathi

गवाह 2 :- SACHIN YADAV Sachin

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4472 आज दिनांक 23-06-2023 को बही नं 1 जिल्द नं 588 के पृष्ठ नं 76 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 691 के पृष्ठ संख्या 97 से 101 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 23-06-2023

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

4472

DTCP Haryana, Chandigarh, had issued **License No.15 of 2008** for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008. by way of Declaration No. 7264.

WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's **Agreement No.2006 dated 06-02-2009** (hereinafter refereed to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being **Plot Number SW-03, on Star Wood admeasuring about 250.41 Sq. Mtrs., situated in village Tikri/Fatehpur** now forming part of the Colony known as MALIBU TOWNE (Sub-Tehsil Badshahpur District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for **Rs.42,97,687/- (Rupees Forty Two Lacs Ninety Seven Thousand Six Hundred & Eighty Seven Only)** and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

WHEREAS the VENDEE has paid the entire aforesaid amount of **Rs.42,97,687/- (Rupees Forty Two Lacs Ninety Seven Thousand Six Hundred & Eighty Seven Only)** and includes the amount of **Rs.2,59,412/- (Rupees Two Lac Fifty Nine Thousand Four Hundred & Twelve Only)**, External Development Charges and **Rs.1,99,226/- (Rupees One Lac Ninety Nine Thousand Two Hundred & Twenty Six Only)** Infrastructure Development Charges being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE

Manish Kumar

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of **Rs.42,97,687/- (Rupees Forty Two Lacs Ninety Seven Thousand Six Hundred & Eighty Seven Only)** paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.

Munish Kumar

- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) That this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.
3. The VENDEE has already paid EDC amount of **Rs.2,59,412/- (Rupees Two Lac Fifty Nine Thousand Four Hundred & Twelve Only)**, External Development Charges calculated at the rate of Rs.1035.95/- per Sq. Mtrs. and **Rs.1,99,226/- (Rupees One Lac Ninety Nine Thousand Two Hundred & Twenty Six Only)** Infrastructure Development Charges calculated at the rate of **Rs.795.598 per Sq. Mtrs.** respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.

Manish Kanungo

4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of **Rs.179.40/- per Sq. Mtrs. per Year** and the VENDEE shall pay the same.
8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.

Manish Kumar

9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being **Plot Number SW-03, on Star Wood admeasuring 250.41 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Fatehpur, Jharsa & Adampur Sub-Tehsil Badshahpur District Gurugram (Haryana)** bounded as under :

East : SW-04

West : SW-02

North : Other Land

South : 12 Mtr Road

**Schedule "B" referred to above details
of payments made by the VENDEE**

Date	Receipt No.	Amount
10-09-2008	1043	6,28,930/-
28-03-2009	1282	2,09,643/-
04-04-2009	1323	3,07,132/-
23-05-2009	1441	3,69,767/-
29-06-2009	1546	2,62,790/-
20-07-2009	1620	6,04,219/-
31-07-2009	1683	2,86,047/-
15-09-2009	1834	5,53,488/-
15-09-2009	1877	8,30,000/-
24-02-2010	2196	1,33,767/-
25-04-2010	2307	44,472/-
30-03-2011	2792	57,000/-
28-09-2017	4269	6,071/-
		4,361/-
Total		42,97,687/-

Manish Kumar

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Pvt. Ltd. acting through its Authorized Signatory **Shri Manish Kumar Yadav S/o Shri Sugga Lal Yadav R/o 11/16, Kandhaipur, Dhoomanganj, Allahabad, Uttar Pradesh - 211011**, have set their hands at these present at Gurgaon on the day, month and year first above written in presence of witness.

DRAFTED BY *B.S. Rathi*
BHAGAT SINGH RATHI
 ADVOCATE *23/6/23*
 DISTT. GURGAON (HR.)
 Mob.: 9313872136

WITNESSES:-

1.

B.S. Rathi
BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.)

For and on behalf of
M/s Malibu Estate Pvt. Ltd.

Sachin
 2. **SACHIN YADAV S/O SH. S.L.**
YADAV R/O T-12, SECOND FLOOR
BLOCK-T, PATEL NAGAR
DELHI

Manish Kumar
(Manish Kumar Yadav)
 Authorised Signatory
 VENDOR

For and on behalf of
M/s. Lobelia Buildwell LLP

Rahul Bhattacharjee
(Mr. Rahul Bhattacharjee)
 Authorized Signatory (VENDEE)



2017

Ref: MT/SALES/STAR WOOD/03/ALLOT

Date : 19/09/2008

1) M/S LOBELIA BUIDWELL PVT.LTD.
19, DDA COMMERCIAL COMPLEX,
KAILASH COLONY EXTN.(ZAMRUDPUR)
NEW DELHI-110048.

Sub: Allotment of Plot No. STAR WOOD/03 in Malibu Towne, Gurgaon (Haryana).

Dear Sir,

This has reference to your application dated 19/09/2008 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No.03 on STAR WOOD street admeasuring 250.410 sq. mtrs. (200.40 sq. yds.) in the said colony. Payment is as follows:

Basic Sale Price @Rs.14112.00 per sq.mtrs	Rs. 3583088.00
External Development charges @Rs.2302.00 per sq.mtrs	Rs. 500051.00
Infrastructure Development Chg.@Rs.657.80 per sq.mtrs	Rs. 164720.00
Contingency Deposit @Rs.167.44 per sq.mtrs	Rs. 41020.00
Interest Free Maintenance Service Security	Rs. 45000.00
Total Value	Rs. 4384010.00
Received with application	Rs. 628930.00
Balance to be paid within Three years	Rs. 3755080.00

Again above, we have received a sum of Rs. 628930.00 vide our Receipt No. 1043 dated 19/09/2008 enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for MALIBU ESTATE PVT. LTD.

Authorised Signatory

MALIBU ESTATE PVT. LTD.
Malibu Towne, Sohna Road, Gurgaon-122101 Haryana
Tele/Fax : 0124-2219001,2219002, 2219014, 2219217
E-mail : malibutowne@hotmail.com
Website : www.malibutowne.com

Non Judicial


**Indian-Non Judicial Stamp
Haryana Government**


Date : 26/07/2022

Certificate No. G0Z2022G687

Stamp Duty Paid : ₹ 338000
(Rs. Only)

GRN No. 92002387



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Malibu Estate Pvt Ltd

H.No/Floor : 38

Sector/Ward : Na

LandMark : Dda commercial complex zamrudpur

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 99*****70


Buyer / Second Party Detail

Name : Squade Propbuild Llp

H.No/Floor : 19

Sector/Ward : Na

LandMark : Dda commercial complex zamrudpur

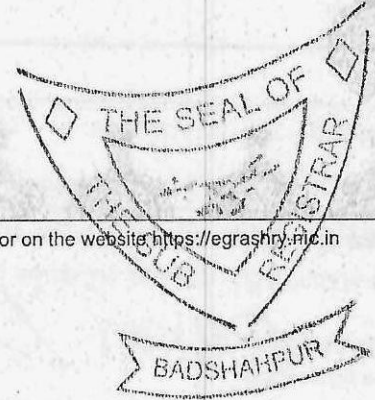
City/Village: Delhi

District : Delhi

State : Delhi

Phone : 99*****70

Purpose : CONVEYANCE DEED

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

- | | | |
|--|---|--|
| 1. Type of Deed | : | CONVEYANCE DEED |
| 2. Village City Name & Code | : | Malibu Towne |
| 3. Segment Block Name & Code | : | SW-20 |
| 4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) | : | 280.970 Sq. Mtrs. |
| 5. Type of Property | : | Plot |
| 6. Transaction Value | : | Rs.48,22,175/- |
| 7. Stamp Duty | : | Rs.3,38,000/- |
| 8. Stamp No. & Date | : | G0Z2022G687/26-07-2022 |
| 9. Registration Fees | : | GRN No.92004364/01-07-2022
Rs.25010/- |

Name of Vendor			
M/s Malibu Estate Private Limited Through Shri Onkar Chand			
Aadhaar Card	Pan Card	Mobile No.	E-Mail address
Onkar Chand 2967 0146 2459	Malibu Estate AAACM1120E		
Name of Vendee			
M/s. Squade Propbuild LLP through Mr. Rahul Bhattacharjee			
Aadhaar Card	Pan Card	Mobile No.	E-Mail address
4277 4265 7077	ADPFS9679F		

Onkar Chand

प्रलेख क्र.:5213

मुद्रण दिनांक 02/08/2022 04:10 PM

पंजीकरण दिनांक:02-08-2022

वसीका संबंधी विवरण		
वसीका का नाम CONVEYANCE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- बादशाहपुर शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर पता : SW-20, Malibu Town, Gurugram	गांव/शहर- लाईसेंस कालोनी	स्थित- Malibu Town Islampur पंजीकृत कॉलोनी
धन संबंधी विवरण		
राशि- 4822175 रुपये स्टाम्प नं- G0Z2022G687 रजिस्ट्रेशन फीस- 25000 रुपये	EChallan:92004364	कुल स्टाम्प शुल्क- 337552 रुपये स्टाम्प का मूल्य- 338000 रुपये पेस्टिंग शुल्क- 3 रुपये सेवा शुल्क- 200
द्वारा तैयार किया गया- Bhagat Singh Rathi Adv		
भूमि का विवरण		
निवासीय		280.97 Sq. Meters
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- 246C1411UE2P20 पता- SW-20, Malibu Town, Gurugram	प्रॉपर्टी नं- SW-20	मालिक- SQUADE PROP BUILD PVT.LTD

यह प्रलेख आज दिनांक 02-08-2022 दिन मंगलवार समय 3:50:00 PM बजे श्री/श्रीमती/कुमारी Malibu Estate P.Ltd thru Onkar Chand OTHER निवास N DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता
Malibu Estate P.Ltd

उप/सयुक्त पंजीयन अधिकारी (बादशाहपुर)

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 02-08-2022

Onkar Chand

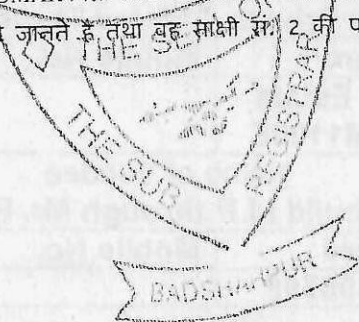
उप/सयुक्त पंजीयन अधिकारी
(बादशाहपुर)

Malibu Estate P.Ltd

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी SQUADE PROP BUILD PVT.LTD thru RAHUL BHATTACHARJEE OTHER 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 Bhagat Singh पिता --- निवासी Adv Ggm व श्री/श्रीमती/कुमारी ANIL KUMAR पिता AAYODHA PRASAD निवासी N DLEHI ने की । साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है ।

दिनांक 02-08-2022

उप/सयुक्त पंजीयन अधिकारी
(बादशाहपुर)



CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 02nd day of August in the year Two Thousand Twenty Two by **M/s Malibu Estate Private Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony, Extension, Zamrudpur, New Delhi - 110048, acting through its Authorized Signatory **Shri Onkar Chand S/o Late Shri Anant Ram** resident of Chamber No. 3, Malibu Towne, Sohna Road, South City- II, Gurugram- 122018 (Haryana), authorized to sign and execute Conveyance Deed on behalf of Company and present them for registration before registering Authorities vide Board of **Directors Resolution Dated 05.07.2022** (hereinafter called "The Vendor" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns) of the FIRST PART

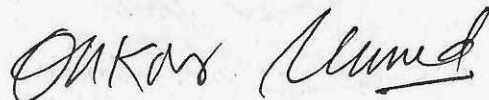
In Favour Of

M/s. Squade Propbuild LLP having regd. Office at 19, DDA Commercial Complex, Kailash Colony Extn. Zamrudpur-110048, Delhi through its authorized Signatory **Mr. Rahul Bhattacharjee** to sign the Conveyance Deed on behalf of both the Company's Vide Board of Directors Resolution dated 27-06-2022 (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Gecid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Sub-Tehsil Badshahpur Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as " Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies interalia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.



Reg. No.

Reg. Year

29
Book No.

2021

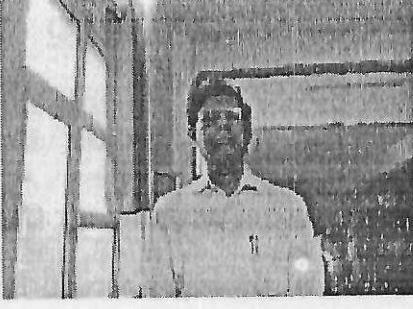
5213

2022-2023

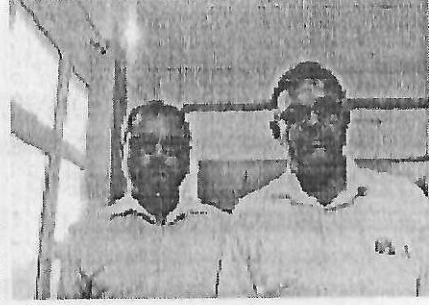
1



विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- thru Onkar Chand OTHER Malibu Estate P.Ltd

क्रेता :- thru RAHUL BHATTA CHARJEE OTHERS SQUADE PROP BUILD
PVT.LTD

गवाह 1 :- Bhagat Singh

गवाह 2 :- ANIL KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5213 आज दिनांक 02-08-2022 को बही नं 1 जिल्द नं 569 के पृष्ठ नं 43.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 68 के पृष्ठ संख्या 65 से 67 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 02-08-2022



उप/सयुक्त पंजीयन अधिकारी (बादशाहपुर)

5213

DTCP Haryana, Chandigarh, had issued **License No.15 of 2008** for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's **Agreement No.2027 dated 10-02-2009** (hereinafter refereed to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being **Plot Number SW-20, on Star Wood admeasuring about 280.970 Sq. Mtrs., situated in village Tikri/Fatehpur** now forming part of the Colony known as MALIBU TOWNE (Sub-Tehsil Badshahpur District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for **Rs.48,22,175/- (Rupees Forty Eight Lacs Twenty Two Thousand One Hundred & Seventy Five Only)** and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

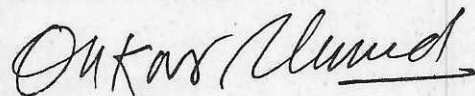
WHEREAS the VENDEE has paid the entire aforesaid amount of **Rs.48,22,175/- (Rupees Forty Eight Lacs Twenty Two Thousand One Hundred & Seventy Five Only)** and includes the amount of **Rs.2,91,071/- (Rupees Two Lac Ninety One Thousand & Seventy One Only)**, External Development Charges and **Rs.2,23,539/- (Rupees Two Lac Twenty Three Thousand Five Hundred & Thirty Nine Only)** **Infrastructure Development Charges** being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE



NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of **Rs.48,22,175/- (Rupees Forty Eight Lacs Twenty Two Thousand One Hundred & Seventy Five Only)** paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.



- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) That this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.

3. The VENDEE has already paid EDC amount of **Rs.2,91,071/- (Rupees Two Lac Ninety One Thousand & Seventy One Only)**, External Development Charges calculate at the rate of Rs.1035.95/- per sq.mtr. and **Rs.2,23,539/- (Rupees Two Lac Twenty Three Thousand Five Hundred & Thirty Nine Only)** Infrastructure Development Charges calculated at the rate of Rs.795.60 per sq.mtr. Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.

Oakor Ahmed

4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of **Rs.179.40/- per Sq. Mtrs.** per Year and the VENDEE shall pay the same.
8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.

OKR Ahmed

9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being Plot Number SW-20, on Star Wood admeasuring 280.970 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Fatehpur, Jharsa & Adampur Sub-Tehsil Badshahpur District Gurugram (Haryana) bounded as under :

East : SW-19

West : SW-21

North : 12 mtr. Road

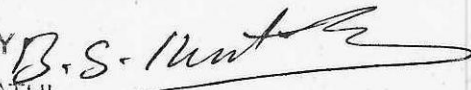
South : Other Land

**Schedule "B" referred to above details
of payments made by the VENDEE**

Date	Receipt No.	Amount
19-09-2008	1030	7,05,684/-
28-03-2008	1274	2,35,228/-
04-04-2009	1333	3,44,614/-
23-05-2009	1457	3,69,768/-
29-06-2009	1562	2,62,791/-
20-07-2009	1636	6,04,219/-
31-07-2009	1699	2,86,046/-
15-09-2009	1869	12,10,000/-
15-09-2009	1827	5,53,489/-
24-02-2010	2189	1,33,768/-
25-04-2010	2324	35,719/-
30-03-2011	2810	70,000/-
28-09-2017	4277	2,954/-
29-06-2022	5332	7,895/-
Total		48,22,175/-


Chitanshu Kumar

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Pvt. Ltd. acting through its Authorized Signatory **Shri Onkar Chand S/o Late Sh. Anant Ram resident of Chamber No. 3, Malibu Towne, Sohna Road, South City- II, Gurugram- 122018 (Haryana)**, have set their hands at these present at Gurgaon on the day, month and year first above written in presence of witness.


DRAFTED BY 
 BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.)


WITNESSES:-

1.

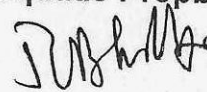

 BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.)

For and on behalf of
M/s Malibu Estate Pvt. Ltd.

2. 
 Anil Kumar S/o Shri.
 Anand Prasad Prasad B/o
 Sg Devi Prasad Sadan
 Halis lane New Delhi


 (Onkar Chand)
 Authorized Signatory
 VENDOR

For and on behalf of
M/s. Squade Propbuild LLP


 (Mr. Rahul Bhattacharjee)
 Authorized Signatory (VENDEE)



Ref: MT/SALES/STAR WOOD/20/ALLOT

Date : 19/09/2008

M. Sh./Smt. SQUADE PROPBUILD PVT. LTD.
19, DDA COMMERCIAL COMPLEX,
KAILASH COLONY EXTN. (ZAMRUDPUR)
NEW DELHI-110046.

Sub: Allotment of Plot No. STAR WOOD/20 in Malibu Towne, Gurgaon (Haryana).

Dear Sir,

This has reference to your application dated 19/09/2008 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No.20 on STAR WOOD street admeasuring 280.970 sq. mts. (336.04 sq. yds.) in the said colony. Payment is as follows:

Basic Sale Price @Rs.14112.80 per sq.mtrs	Rs. 3965273.00
External Development Charges @Rs.2392.00 per sq.mtrs	Rs. 672056.00
Infrastructure Development Chg.@Rs.657.80 per sq.mtrs	Rs. 184822.00
Contingency Deposit @Rs.107.44 per sq.mtrs	Rs. 47048.00
Interest Free maintenance Service Security	Rs. 45000.00

Total Value	Rs. 4714221.00
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Received with application	Rs. 705684.00
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Balance to be paid within Three years	Rs. 4008537.00
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Again above, we have received a sum of Rs. 705684.00 vide our Receipt No. 1030 dated 19/09/2008 enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for MALIBU ESTATE PVT. LTD.

[Signature]
Authorized Signatory

MALIBU ESTATE PVT. LTD.

Malibu Towne, Sohna Road, Gurgaon-122101 Haryana
Tele/Fax : 0124-2219001,2219002, 2219014, 2219217

E-mail : malibutowne@hotmail.com
Website : www.malibutowne.com

3/207

2029

STATE BANK OF INDIA

Sl. No. GSR/001/425296

Mehrauli Road, Gurgaon (01566)

Branch Code No.

Received a sum of Rs. 6,30,500/-

(Rupees Six/Lakh/Thirty thousand Five hundred only)

From Smt. / Shri Mr Premchand s/o Late Sh Kanwar Lal s/o, d/o, w/o and Mr Anil Raghav s/o Sh. Dalchand Raghav residing at Gurgaon for credit to Government of Haryana account towards Stamp Duty.

Date: 02 FEB 2012 Place: GURGAON (Signatures of Authorised Officer)

- 1. Type of Deed : CONVEYANCE DEED
2. Village City Name & Code : GURGAON Malibu Towne
3. Segment Block Name & Code : SW-50
4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) : 250.840 Sq. Mtrs.
5. Type of Property : Plot
6. Transaction Value : Rs.90,00,139/-
7. Stamp Duty : Rs.6,30,500/-
8. Stamp No. & Date : Sl. No. GSR/001: 425296/02-02-2012
9. Stamp Certificate issued by : State Bank of India, M. Road, GGN
10. Execution Date : 14-02-2012
11. Commercial or Residential : Residential

Handwritten signature and date 14/2/2012, along with stamp details like Lot No 33966 and Hall No.

प्रलेख नः 31207

दिनांक 14/02/2012

डीड संबंधी विवरण

डीड का नाम CONVEYANCE WITH IN MC AREA

तहसील/सब-तहसील गुडगांवा

गांव/शहर मेलबो टाउन

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 9,000,139.00 रुपये

स्टाम्प ड्यूटी की राशि 630,500.00 रुपये

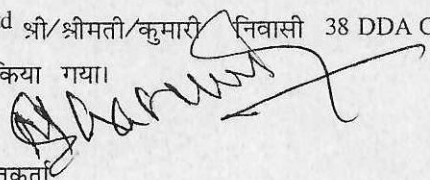
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Bhagat Singh Rathi Adv

यह प्रलेख आज दिनांक 14/02/2012 दिन मंगलवार समय 12:29:00PM बजे श्री/श्रीमती/कुमारी M/s Malibu
 एस्टेट्स प्राइवेट लिमिटेड श्री/श्रीमती/कुमारी निवासी 38 DDA Commercial Complx Kailash Colony Extn ND द्वारा पंजीकरण
 हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता


 उप/संबन्धित पंजीयन अधिकारी
 गुडगांवा

श्री M/s Malibu Estates pvt Ltd thru M P Sharma(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Prem Chand क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने सुनकर
 तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Nawab Singh पुत्र/पुत्री/पत्नी श्री Mukhtyar Singh
 निवासी Islampur Gurgaon व श्री/श्रीमती/कुमारी Bhagat Singh Rathi पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी adv ggn ने
 की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 14/02/2012


 उप/संबन्धित पंजीयन अधिकारी
 गुडगांवा

CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 14th day of Feb. in the year **Two Thousand and Twelve** M/s **Malibu Estate Private Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony Extension, (Zamrudpur), New Delhi 110048, acting through its Authorized Signatory, **Shri M. P. Sharma S/o Shri Late T. R. Sharma resident of E-14A, Ganga Vihar, Delhi - 110094**, authorized to sign and execute Sale Deed on behalf of the Company and present them for Registration before registering Authorities vide Board of Directors Resolution dated 6-02-2012 (hereinafter called "THE VENDOR" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns of the first part

In Favour Of

Mr. Prem Chand S/o Late Shri Kanwar Lal and Mr. Anil Raghav S/o Sh. Dal Chand Raghav both R/o VPO Fazilpur, Tehsil & Distt. Gurgaon, (Haryana), (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Geoid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Tehsil & Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as "Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies interalia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.

By Raghav



विक्रेता



क्रेता

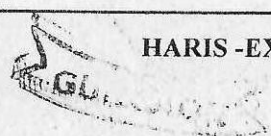


गवाह



उप /सयुंक्त पंजीयन अधिकारी

विक्रेता	M P Sharma		
क्रेता	Prem Chand		
क्रेता			
गवाह	Nawab Singh		
गवाह	Bhagat Singh Rathi		



DTCP Haryana, Chandigarh, had issued License No.15 of 2008 for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

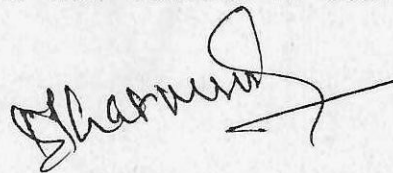
WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's Agreement No.2116 dated 07-05-2011 (hereinafter refereed to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being Plot Number 50 on Star Wood Street admeasuring about 250.840 Sq. Mtrs., situated in village Fatehpur/Adampur now forming part of the Colony known as MALIBU TOWNE (Tehsil and District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for Rs.90,00,139/- (Rupees Ninety Lacs One Hundred and Thirty Nine Only) and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

WHEREAS the VENDEE has paid the entire aforesaid amount of Rs.90,00,139/- (Rupees Ninety Lacs One Hundred and Thirty Nine Only) and includes the amount of Rs.19,58,729/- (Rupees Nineteen Lacs Fifty Eight Thousand Seven Hundred and Twenty Nine Only), External Development Charges and Rs.1,65,003/- (Rupees One Lac Sixty Five Thousand and Three Only) Infrastructure Development Charges being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and


WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 31,207 आज दिनांक 14/02/2012 को बही नः 1 जिल्द नः 12,988 के पृष्ठ नः 168 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 1,919 के पृष्ठ सख्या 90 से 91 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

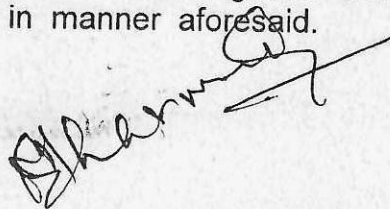
दिनांक 14/02/2012


उप/सयुक्त पंजीयन अधिकारी
गुडगांवा



NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of **Rs.90,00,139/- (Rupees Ninety Lacs One Hundred and Thirty Nine Only)** paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.

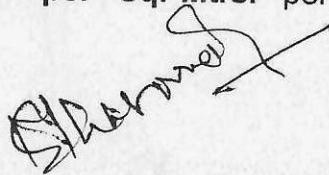


- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) that this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.
3. The VENDEE has already paid the amount of **Rs.19,58,729/- (Rupees Nineteen Lacs Fifty Eight Thousand Seven Hundred and Twenty Nine Only)**, External Development Charges calculated at the rate of **Rs.7808.68/- per Sq. Mtrs.** and **Rs.1,65,003/- (Rupees One Lac Sixty Five Thousand and Three Only)** Infrastructure Development Charges calculated at the rate of **Rs.657.80 per Sq. Mtrs.** Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.

(Signature)

4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of **Rs.179.40/- per Sq. Mtrs. per Year** and the VENDEE shall pay the same.



8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.
9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being **Plot Number 50 on Star Wood Street** admeasuring **250.840 Sq. Mtrs.** in the Residential Colony Known as **"Malibu Towne"** situated at **Village Tikri, Jharsa and Fatehpur Tehsil** and District **Gurgaon (Haryana)** bounded as under :

East : Road

West : Plot No. SW-51

North : Road

South : Other Land

Schedule "B" referred to above details
of payments made by the VENDEE

Date	Receipt No.	Amount
15-03-2011	2863	18,00,000/-
10-05-2011	2899	45,00,000/-
12-05-2011	2903	22,50,000/-
02-01-2012	3181	1,90,309/-
02-01-2012	3186	2,59,830/-
Total		90,00,139/-

[Handwritten Signature]

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Private Limited acting through its Authorized Signatory **Shri M. P. Sharma S/o Late Shri T. R .Sharma R/o E-14A, Ganga Vihar, Delhi-110094** and VENDOR, M/s Malibu Estate Private Limited through its Authorized Signatory said **Shri M. P. Sharma**, have set its hands at these presents at Gurgaon on the day, month and year first above written.

DRAFTED BY:

B.S. Rathi
BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.) 14/2/12

WITNESSES:-

1.

B.S. Rathi
BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.)

For and on behalf of
Malibu Estate Private Limited

2.

Shri M.P. Sharma
 श्री म.प. शर्मा
 श्री म.प. शर्मा
 श्री म.प. शर्मा
 श्री म.प. शर्मा

M.P. Sharma
(M.P.Sharma)
 Authorised Signatory
 VENDOR

M.P. Sharma
 VENDEE



Ref: MT/SALES/STAR WOOD/50/ALLOT

Date : 15/03/2011

1) Sh./Smt. PREM CHAND
 2) Sh./Smt. ANIL RAGHAV
 VILLAGE & POST - FAZILPUR
 GURGAON, HARYANA.

Sub: Allotment of Plot No. STAR WOOD/50 in Malibu Towne, Gurgaon (Haryana).

Dear Sir,

This has reference to your application dated 14/03/2011 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No. 50 on STAR WOOD street admeasuring 250.840 sq. mtrs. (300.00 sq. yds.) in the said colony. Payment is as follows:

Basic Sale Price @Rs.27413.52 per sq.mtrs	Rs. 6876407.00
Contingency Deposit @Rs.167.44 per sq.mtrs	Rs. 42001.00
External Development charges @Rs.7808.68 per sq.mtrs	Rs. 1958729.00
Infrastructure Development Chg.@Rs.657.80 per sq.mtrs	Rs. 165003.00
Interest Free Maintenance Service Security	Rs. 45000.00
	Total Rs. 9087140.00

Terms of Payments is given as under:

a) Amount Received with application	Rs. 1800000.00
b) 95% of BSP + EDC & IDC due on 06/05/2011	Rs. 6750132.00
c) On Possession 5% BSP+CD+IEMSS	Rs. 537008.00

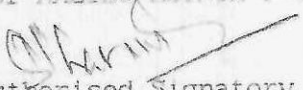
Against above, we have received a sum of Rs.1800000.00 vide our Receipt No.2863 dated 15/03/2011 enclosed herewith.


Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
 for MALIBU ESTATE PVT. LTD.


 Authorized Signatory



STATE BANK OF INDIA

Sl. No.

GSR/001:267626

RECEIPT

गुर्गाँव स्टैम्प ड्यूटी

Branch Code No. 0101010101

Received a sum of Rs. 94,500/-

(Rupees Ninetyfour thousand five hundred only/-) only)

from Smt. / Shri Naveen Madan

s/o, d/o, w/o Narian Das

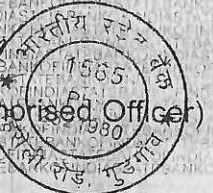
residing at Gurgaon STATE BANK OF INDIA for credit to Government of Haryana account towards Stamp Duty.

Date

Place

GURGAON

Signatures of Authorised Officer



- 1. Type of Deed : CONVEYANCE DEED
- 2. Village City Name & Code : Malibu Towne
- 3. Segment Block Name & Code : KW-04
- 4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) : 167,60 Sq. Mtrs.
- 5. Type of Property : Plot
- 6. Transaction Value : Rs.13,47,021/-
- 7. Stamp Duty : Rs.94,500/-
- 8. Stamp No. & Date : Sl. No GSR/001: 267626/07-10-2010
- 09 Stamp Certificate issued by : State Bank of India, M. Road, GGN
- 10. Execution Date : 12-10-2010
- 11. Commercial or Residential : Residential

Handwritten signature and date 22/10/10

प्रलेख नः 19550

दिनांक 12/10/2010

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE WITH IN MC AREA
तहसील/सब-तहसील	गुडगांवा
गांव/शहर	साउथ सिटी
धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 1,347,021.00 रुपये	स्टाम्प ड्यूटी की राशि 94,500.00 रुपये
रजिस्ट्रेशन फीस की राशि 10,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Surender Singh

यह प्रलेख आज दिनांक 12/10/2010 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s Malibu Town Estates पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 38 DDA Flats commercial complex Ndelhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

VIJAY KUMAR YADAV

Joint Sub Registrar
उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s Malibu Town Estates Pvt.Ltd. thru M P Sharma(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Naveen madan क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Bhagat Singh पुत्र/पुत्री/पत्नी श्री निवासी adv GGN व श्री/श्रीमती/कुमारी Niranjn Lal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी lalman निवासी Vill Wazirpur GGN ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 12/10/2010

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 12th day of October in the year **Two Thousand and Ten M/s Malibu Estate Private Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony Extension, (Zamrudpur), New Delhi 110048, acting through its Authorized Signatory, **Shri M. P. Sharma S/o Shri Late T. R. Sharma resident of E-14A, Ganga Vihar, Delhi – 110094**, authorized to sign and execute Sale Deed on behalf of the Company and present them for Registration before registering Authorities vide Board of Directors Resolution dated **01-10-2010** (hereinafter called "THE VENDOR" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns of the first part

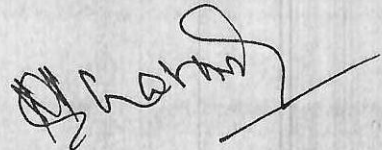
In Favour Of

Mr. Naveen Madan S/o Mr. Narian Dass R/o House No.299, Sector-9, Gurgaon, (Haryana), (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Geoid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Tehsil & Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as "Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies interalia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.



Reg. No. 19550 Reg. Year 2010-2011 Book No. 1



विक्रेता



क्रेता



गवाह

विक्रेता

M P Sharma

[Handwritten signature of M P Sharma]

क्रेता

Naveen madan

[Handwritten signature of Naveen madan]

गवाह 1:- Bhagat Singh

[Handwritten signature of Bhagat Singh]

गवाह 2:- Niranjan Lal

[Handwritten signature of Niranjan Lal]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 19,550 आज दिनांक 12/10/2010 को बही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 12/10/2010

VIJAY KUMAR YADAV
उप/संयुक्त पंजीयन अधिकारी
Joint Sub Registrar
गडगावा

19550

DTCP Haryana, Chandigarh, had issued License No.15 of 2008 for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's **Agreement No.1090 dated 25-02-2010** (hereinafter refereed to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being **Plot Number 04, on Ken Wood Street admeasuring about 167.60 Sq. Mtrs., situated in village Fatehpur** now forming part of the Colony known as MALIBU TOWNE (Tehsil and District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for **Rs.13,47,021/- (Rupees Thirteen Lacs Forty Seven Thousand and Twenty One Only)** and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

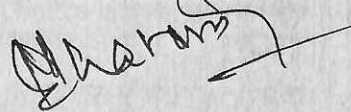
WHEREAS the VENDEE has paid the entire aforesaid amount of **Rs.13,47,021/- (Rupees Thirteen Lacs Forty Seven Thousand and Twenty One Only)** and includes the amount of **Rs.4,01,539/- (Rupees Four Lacs One Thousand Five Hundred and Thirty Nine Only)**, External Development Charges and **Rs.83,800/- (Rupees Eighty Three Thousand and Eight Hundred Only) Infrastructure Development Charges** being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE

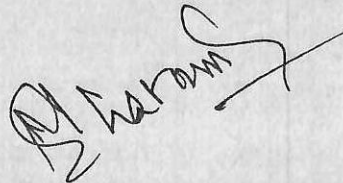
Sharma

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of **Rs.13,47,021/- (Rupees Thirteen Lacs Forty Seven Thousand and Twenty One Only)** paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.

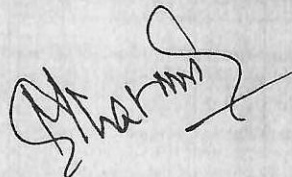


- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) that this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.
3. The VENDEE has already paid the amount of **Rs.4,01,539/- (Rupees Four Lacs One Thousand Five Hundred and Thirty Nine Only)**, External Development Charges calculated at the rate of **Rs.2395.82/- per Sq. Mtrs.** and **Rs.83,800/- (Rupees Eighty Three Thousand and Eight Hundred Only)** Infrastructure Development Charges calculated at the rate of **Rs.500/- per Sq. Mtrs.** Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.



4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of Rs.179.40/- per Sq. Mtrs. per Year and the VENDEE shall pay the same.



8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.
9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being Plot Number 04 on Kenwood Street admeasuring 167.60 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Jharsa and Fatehpur Tehsil and District Gurgaon (Haryana) bounded as under :

East : Plot No.KW-17

West : Road

North : Plot No.KW-05

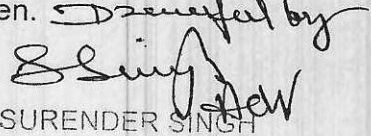
South : Plot No.KW-03

Schedule "B" referred to above details
of payments made by the VENDEE

Date	Receipt No.	Amount
23-02-2010	1142	1,35,000/-
21-04-2010	2285	4,03,808/-
22-06-2010	2447	4,04,106/-
25-08-2010	2512	3,36,755/-
08-09-2010	2540	67,352/-
Total		13,47,021/-

[Handwritten Signature]

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Private Limited acting through its Authorized Signatory **Shri M. P. Sharma S/o Late Shri T. R. Sharma R/o E-14A, Ganga Vihar, Delhi-110094** and VENDOR, M/s Malibu Estate Private Limited through its Authorized Signatory said **Shri M. P. Sharma**, have set its hands at these presents at Gurgaon on the day, month and year first above written.

Witnessed by

SH. SURENDER SINGH
 ADVOCATE
 GURGAON

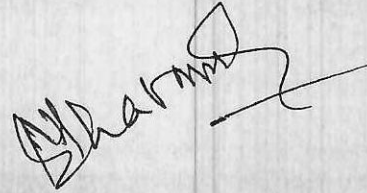
WITNESSES:-

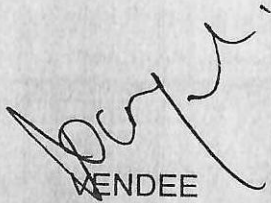
1.

B.S. Rattan
Bhagat Singh Rattan
 Advocate Gurgaon

For and on behalf of
Malibu Estate Private Limited

Niranjan Lal
 2. Niranjan Lal S/o Sh. Lalman
 R/o Village Wazirpur Distt. Gurgaon.


(M.P. Sharma)
 Authorised Signatory
 VENDOR


 VENDEE
 Mr Naveem Madan



Ref: MT/SALES/KEN WOOD/04/ALLOT

Date : 23/02/2010

1) Sh./Smt. NAVEEN MADAN
HOUSE NO. 299, SECTOR-9
SECTOR-9
GURGAON, HARYANA.

Sub: Allotment of Plot No. KEN WOOD/04 in Malibu Towne, Gurgaon (Haryana).

Dear Sir,

This has reference to your application dated 23/02/2010 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No.04 on KEN WOOD street admeasuring 167.600 sq. mtrs. (200.45 sq. yds.) in the said colony. Payment is as follows:

Basic Sale Price @Rs.5141.30 per sq.mtrs	Rs.	861682.00
Contingency Deposit @Rs.167.44 per sq.mtrs	Rs.	28063.00
External Development charges @Rs.2395.82 per sq.mtrs	Rs.	401539.00
Infrastructure Development Chg.@Rs.500.00 per sq.mtrs	Rs.	83800.00
Interest Free Maintenance Service Security	Rs.	35000.00
	TOTAL	Rs. 1410084.00

We have received a sum of Rs. 135000.00 and balance is to be paid as follows:

a) Within two months	Rs.	403808.00
b) Within four months	Rs.	404106.00
c) Within six months	Rs.	336755.00
d) On Possession	Rs.	67352.00
and Contingency Deposit	Rs.	28063.00
Interest Free Maintenance Service Security	Rs.	35000.00
	TOTAL	Rs. 1410084.00

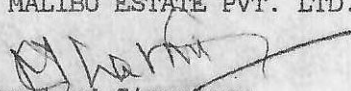
Against above, we have received a sum of Rs.135000.00 vide our Receipt No.1142 dated 23/02/2010 enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for MALIBU ESTATE PVT. LTD.


Authorized Signatory

MALIBU ESTATE PVT. LTD.

Malibu Towne, Sohna Road, Gurgaon-122101 Haryana
Tele/Fax : 0124-2219001,2219002, 2219014, 2219217

E-mail : malibutowne@hotmail.com
Website : www.malibutowne.com

Sale of Immovable Properties

**Indian-Non Judicial Stamp
Haryana Government**

Date: 23/02/2017

Certificate No. GOW2017B3001

GRN No. 24061995

Stamp Duty Paid : ₹ 56500
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Malibu Estate Pvtltd
H.No/Floor : 38 Sector/Ward : Dda LandMark : Commercial complex kailash colony
City/Village : Zamrudpur District : New delhi State : Delhi
Phone: 9811627800 Others : Through its authorized signatory shri

Buyer / Second Party Detail

Name : Viney Mutreja
H.No/Floor : 6/8 Sector/Ward : Na LandMark : Shivaji nagar gurugram
City/Village : Na District : Gurugram State : Haryana
Phone : 9654019405

Purpose : Conveyance Deed immovable property

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

Signature
3/3/17



- | | | |
|--|---|---|
| 1. Type of Deed | : | CONVEYANCE DEED |
| 2. Village City Name & Code | : | Malibu Towne |
| 3. Segment Block Name & Code | : | KW-14 |
| 4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) | : | 167.60 Sq. Mtrs. |
| 5. Type of Property | : | Plot |
| 6. Transaction Value | : | Rs.11,25,524/- |
| 7. Stamp Duty | : | Rs.56,400/- |
| 8. Stamp Certificate No. & Date | : | GOW2017B3001/23-02-2017 |
| 9. Stamp issued by | : | India-Non Judicial Stamp Haryana |
| | : | Government, Online |
| 10. Commercial or Residential | : | Residential |

g receive original copy

Signature
Viney

प्रलेख नः 30429

दिनांक 03/03/2017

डीड संबंधी विवरण

डीड का नाम CONVEYANCE WITH IN MC AREA

तहसील/सब-तहसील गुडगांवा

गांव/शहर साउथ सिटी

धन संबंधी विवरण

राशि जिस पर स्ट्याम्प ड्यूटी लगाई 1,125,524.00 रुपये

स्ट्याम्प ड्यूटी की राशि 56,500.00 रुपये

जिस्ट्रेशन फीस की राशि 10,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Bhagat Singh Adv.

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 03/03/2017 दिन शुक्रवार समय 11:10:00AM बजे श्री/श्रीमती/कुमारी M/s Malibu Estate Pvt. Ltd. पुत्र/पुत्री/पति/पति श्री/श्रीमती/कुमारी निवासी 38 DDA Commercial Complex Kailash Colony Extension New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s Malibu Estate Pvt. Ltd. thru M P Sharma (OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Vinay Mutreja क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर

तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Jagdeep Rana पुत्र/पुत्री/पत्नी श्री

निवासी Adv. Karnal व श्री/श्रीमती/कुमारी Nawab Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Mukhtyar Singh निवासी Vill. Islampur GGN ने की।

साक्षी नः 1 का हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 03/03/2017

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this _____ day of _____ in the year Two Thousand and Seventeen by M/s Malibu Estate Private Limited, (Pan No. AAACM1120E) a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony Extension, (Zamrudpur), New Delhi 110048, acting through its Authorized Signatory, Shri M. P. Sharma S/o Shri Late T. R. Sharma resident of E-14A, Ganga Vihar, Delhi – 110094, authorized to sign and execute Sale Deed on behalf of the Company and present them for Registration before registering Authorities vide Board of Directors Resolution dated 14-02-2017 (hereinafter called "THE VENDOR" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns of the first part

In Favour Of

Mrs. Viney Mutreja (Aadhaar No.7289 4721 8604) W/o Mr. Jawahar Mutreja R/o House No.6/8, Shivaji Nagar, Gurugram, (Haryana), (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Geoid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Tehsil & Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as "Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

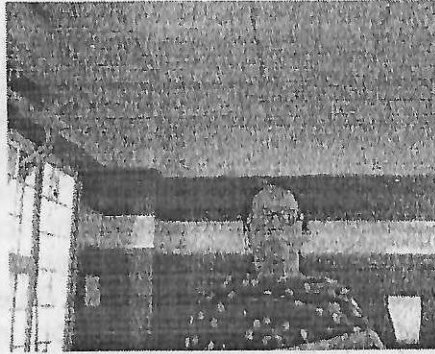
AND WHEREAS the Vendor entered into a joint venture with its Associate Companies interalia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.

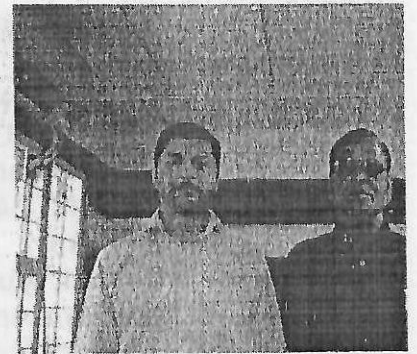
M. P. Sharma



विक्रेता



क्रेता

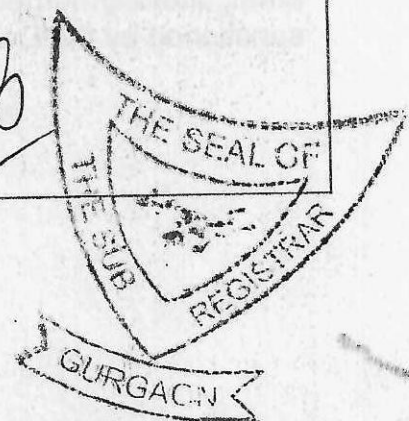


गवाह



उप /सयुक्त पंजीयन अधिकारी

विक्रेता	M P Sharma		
क्रेता	Vinay Mutreja		
गवाह	Jagdeep Rana		
गवाह	Nawab Singh		



30429

DTCP Haryana, Chandigarh, had issued License No.15 of 2008 for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

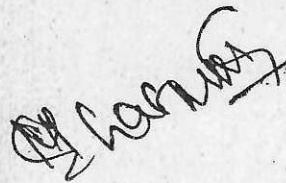
WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's Agreement No.1073 dated 17-03-2009 (hereinafter referred to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being Plot Number 14, on Kenwood Street admeasuring about 167.60 Sq. Mtrs., situated in village Fatehpur now forming part of the Colony known as MALIBU TOWNE (Tehsil and District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for Rs.11,25,524/- (Rupees Eleven Lacs Twenty Five Thousand Five Hundred and Twenty Four Only) and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

WHEREAS the VENDEE has paid the entire aforesaid amount of Rs.11,25,524/- (Rupees Eleven Lacs Twenty Five Thousand Five Hundred and Twenty Four Only) and includes the amount of Rs.3,96,382/- (Rupees Three Lacs Ninety Six Thousand Three Hundred and Eighty Two Only), External Development Charges and Rs.83,800/- (Rupees Eighty Three Thousand Eight Hundred Only) Infrastructure Development Charges being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE



Reg. No.

30,429

Reg. Year

2016-2017

Book No. 65

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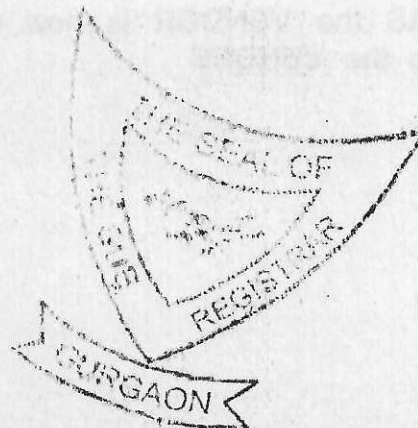
प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 30,429 आज दिनांक 03/03/2017 को बही न: 1 जिल्द न: 13,148 के पृष्ठ न: 158 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 4,951 के पृष्ठ सख्या 59 से 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 03/03/2017

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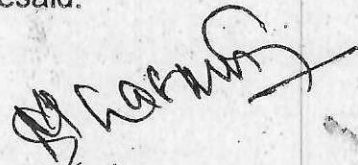
~~उप/सयुक्त~~ पंजीयन अधिकारी
गुडगावा



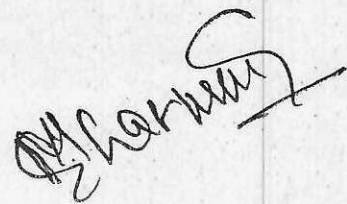
30429

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of Rs.11,25,524/- (Rupees Eleven Lacs Twenty Five Thousand Five Hundred and Twenty Four Only) paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.



- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) that this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.
3. The VENDEE has already paid the amount of Rs.3,96,382/- (Rupees Three Lacs Ninety Six Thousand Three Hundred and Eighty Two Only), External Development Charges calculated at the rate of Rs.2365.047/- per Sq. Mtrs. and Rs.83,800/- (Rupees Eighty Three Thousand Eight Hundred Only) Infrastructure Development Charges calculated at the rate of Rs.500 per Sq. Mtrs. Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.



4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of Rs.179.40/- per Sq. Mtrs. per Year and the VENDEE shall pay the same.

[Handwritten signature]

8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.
9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being Plot Number 14 on Ken Wood Street admeasuring 167.60 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Jharsa, Fatehpur & Adampur Tehsil and District Gurgaon (Haryana) bounded as under:

East : 12.M Wide Road

West : Plot No.Ken Wood/07

North : Plot No. Ken Woode/15

South : Plot No.Ken Wood/13

Schedule "B" referred to above details
of payments made by the VENDEE

Date	Receipt No.	Amount
16-09-2008	0025	1,25,000/-
24-11-2008	1082	3,25,210/-
15-01-2009	1131	3,37,658/-
12-03-2009	1224	2,81,381/-
08-02-2016	4011	56,275/-
Total		11,25,524/-

Shammi

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Private Limited acting through its Authorized Signatory Shri M. P. Sharma S/o Late Shri T. R .Sharma R/o E-14A, Ganga Vihar, Delhi-110094 and VENDOR, M/s Malibu Estate Private Limited through its Authorized Signatory said Shri M. P. Sharma, have set its hands at these presents at Gurgaon on the day, month and year first above written.

DRAFTED BY B.S. Rathi
 BHAGAT SINGH RATHI
 ADVOCATE 3/3/17
 DISTT. GURGAON (HR.)

WITNESSES:-

1.

B.S. Rathi
 BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.)

For and on behalf of
 Malibu Estate Private Limited

2. नवान सिंह S/o श्री

शुभचाल सिंह नि०

ठाठ इस्लामपुर (दिल्ली)

23/01/17

Adv. JAGDEEP RANI
 (ADVOCATE)

J. Rani

M.P. Sharma

(M.P.Sharma)
 Authorised Signatory
 VENDOR

Niney
 VENDEE



2063

Ref: MT-SALES, KEN WOOD/14/ALLOT

Dated: 16.09.2008

Mrs. Viney Mutreja
H.No. 708, Shivaji Nagar,
Gurgaon

Sub: Allotment of Plot No. KEN WOOD/14 in Malibu Towne, Gurgaon (Haryana).

Dear Sir/Madam,

This has reference to your application dated 16.09.2008 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No. 14 on Ken Wood Street admeasuring 167.60 Sq. Mtrs. (200.45 sq.yds) in the said Colony. Payment is as follows:

Basic Sale Price @Rs 6715.54 per sq.mtrs x 167.60sq.mtrs	Rs. 1125525/-
Contingency Deposit @Rs.167.44 per sq.mtrs x 167.60sq.mtrs	Rs. 28063/-
Interest Free Maintenance Service Security	Rs. 35000/-

We have received a sum of Rs. 1,25,000/- and balance is to be paid as follows:

a) Within two months	Rs. 325210/-
b) Within four months	Rs. 337658/-
c) Within six months	Rs. 281381/-
d) On Possession	Rs. 56276/-
and Contingency Deposit	Rs. 28063/-
Interest Free Maintenance Service Security	Rs. 35000/-

Against above, we have received a sum of Rs.1,25,000/- vide our Receipt No.25 dated 16.09.2008 enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
For Malibu Estate Pvt Ltd


Authorised Signatory

MALIBU ESTATE PVT. LTD.
Malibu Towne, Sohna Road, Gurgaon-122101 Haryana
Tele/Fax : 0124-2219001,2219002, 2219014, 2219217

STATE BANK OF INDIA

SI. No. 001449
GSR / 002

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)

Branch

Code No.

Received a sum of ₹ 94500/-

Rupees Ninety Four thousand Five Hundred only

from Smt./ Shri Munish Kumar //

s/o, d/o, w/o Sarvesh Chander Kumar //

residing at New Delhi for credit to Government of Haryana

account towards Stamp Duty.

Date :

21 AUG 2013
GURGAON
REGISTRAR

Place :



(Signatures of Authorised Officer)

- | | | |
|--|---|-------------------------------------|
| 1. Type of Deed | : | CONVEYANCE DEED |
| 2. Village City Name & Code | : | Malibu Towne |
| 3. Segment Block Name & Code | : | KW-58 |
| 4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) | : | 167.60 Sq. Mtrs. |
| 5. Type of Property | : | Plot |
| 6. Transaction Value | : | Rs.13,47,021/- |
| 7. Stamp Duty | : | Rs.94,500/- |
| 8. Stamp No. & Date | : | SI. No. GSR/001: 001449/21-08-2013 |
| 9. Stamp Certificate issued by | : | State Bank of India, M. Road, GGN |
| 10. Commercial or Residential | : | Residential |
| 11. PAN Card No. of VENDOR | : | AAACM1120E, Malibu Estate Pvt. Ltd. |
| 12. PAN Card No. of VENDEE | : | Mr. Munish Kumar |

Received Original
Sarvesh Kumar
11/10/2013

Munish Kumar

प्रलेख नः 12714

दिनांक 30/08/2013

डीड संबंधी विवरण

डीड का नाम CONVEYANCE WITH IN MC AREA

तहसील/सब-तहसील गुडगांवा

गांव/शहर मेलबो टाउन

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 1,347,021.00 रुपये

स्टाम्प ड्यूटी की राशि 94,500.00 रुपये

रजिस्ट्रेशन फीस की राशि 10,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Bhagat Singh Rathi Adv.

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 30/08/2013 दिन शुक्रवार समय 11:43:00AM बजे श्री/श्रीमती/कुमारी M/s Malibu Estate Pvt. Ltd. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 38 DDA Commercial Complex Kailash Colony Extn. New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s Malibu Estate Pvt. Ltd. thru M.P. Sharma(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Munish Kumar ब्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने सुनकर

तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Bhagat Singh Rathi पुत्र/पुत्री/पत्नी श्री

निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Nawab Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Mukhtyar Singh निवासी VPO Islampur

Gurgaon ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 30/08/2013

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा



CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 5th day of Aug in the year **Two Thousand and Thirteen M/s Malibu Estate Private Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony Extension, (Zamrudpur), New Delhi 110048, acting through its Authorized Signatory, **Shri M. P. Sharma S/o Shri Late T. R. Sharma resident of E-14A, Ganga Vihar, Delhi - 110094**, authorized to sign and execute Sale Deed on behalf of the Company and present them for Registration before registering Authorities vide Board of Directors Resolution dated **14-08-2013** (hereinafter called "THE VENDOR" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns of the first part

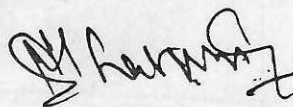
In Favour Of

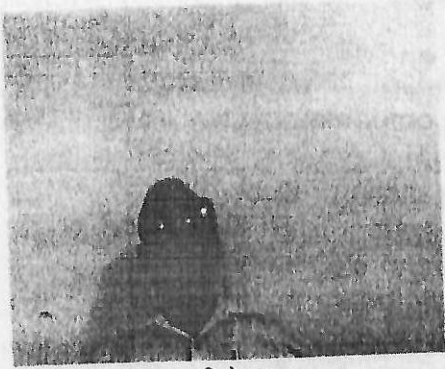
Mr. Munish Kumar S/o Shri Sarvesh Chander Kumar R/o B-3/39, Safdarjung Enclave, New Delhi-110039, (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Geoid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Tehsil & Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as "Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies interalia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.

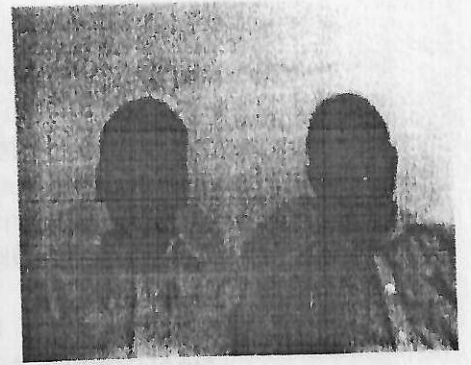




विक्रेता



क्रेता



गवाह



उप / सयुक्त पंचायत अधिकारी

विक्रेता	M.P. Sharma		
क्रेता	Munish Kumar		
गवाह	Bhagat Singh Rathi		
गवाह	Nawab Singh		

DTCP Haryana, Chandigarh, had issued License No.15 of 2008 for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

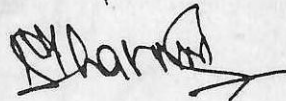
WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's **Agreement No.1005 dated 15-04-2009** (hereinafter refereed to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being **Plot Number 58, on Ken Wood Street admeasuring about 167.60 Sq. Mtrs., situated in village Fatehpur** now forming part of the Colony known as MALIBU TOWNE (Tehsil and District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for **Rs.13,47,021/- (Rupees Thirteen Lacs Forty Seven Thousand and Twenty One Only)** and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

WHEREAS the VENDEE has paid the entire aforesaid amount of **Rs.13,47,021/- (Rupees Thirteen Lacs Forty Seven Thousand and Twenty One Only)** and includes the amount of **Rs.3,96,891/- (Rupees Three Lacs Ninety Six Thousand Eight Hundred and Ninety One Only)**, External Development Charges and **Rs.83,800/- (Rupees Eighty Three Thousand and Eight Hundred Only)** Infrastructure Development Charges being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12,714 आज दिनांक 30/08/2013 को बही नः 1 जिल्द नः 13,049 के पृष्ठ नः 175 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 3,098 के पृष्ठ सख्या 80 से 81 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

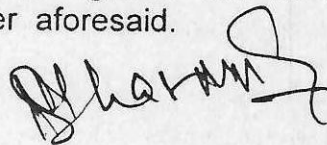
दिनांक 30/08/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा



NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of **Rs.13,47,021/- (Rupees Thirteen Lacs Forty Seven Thousand and Twenty One Only)** paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.

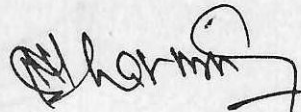


- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) that this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.
3. The VENDEE has already paid the amount of **Rs.3,96,891/- (Rupees Three Lacs Ninety Six Thousand Eight Hundred and Ninety One Only)**, External Development Charges calculated at the rate of **Rs.2368.084/- per Sq. Mtrs.** and **Rs.83,800/- (Rupees Eighty Three Thousand and Eight Hundred Only)** Infrastructure Development Charges calculated at the rate of **Rs.500 per Sq. Mtrs.** Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.

M. R. RAM

4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of Rs.179.40/- per Sq. Mtrs. per Year and the VENDEE shall pay the same.



8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.
9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being **Plot Number 58 on Ken Wood Street admeasuring 167.60 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Jharsa , Fatehpur & Adampur Tehsil and District Gurgaon (Haryana) bounded as under :**

East : Plot No.KW-71

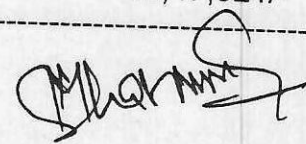
West : 12 M. Wide Road

North : Plot No.KW-59

South : Plot No.KW-57

Schedule "B" referred to above details
of payments made by the VENDEE

Date	Receipt No.	Amount
01-04-2009	1290	1,35,000/-
03-06-2009	1516	4,03,808/-
22-08-2009	1774	2,00,000/-
22-08-2009	1773	2,04,106/-
09-11-2009	1999	3,36,755/-
05-06-2013	3463	67,352/-
Total		13,47,021/-



IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Private Limited acting through its Authorized Signatory Shri M. P. Sharma S/o Late Shri T. R .Sharma R/o E-14A, Ganga Vihar, Delhi-110094 and VENDOR, M/s Malibu Estate Private Limited through its Authorized Signatory said Shri M. P. Sharma, have set its hands at these presents at Gurgaon on the day, month and year first above written.

B.S. Nuth
30/8/13

WITNESSES:-

1.

B.S. Nuth

For and on behalf of
Malibu Estate Private Limited

[Signature]

2. *श्रीमान सिंह S/O श्री सुखदेव शर्मा*
सिंह R/O V.P.O. इंदौरासुल
जिला गुडगांव,

[Signature]

(M.P.Sharma)
Authorised Signatory
VENDOR

[Signature]

VENDEE



Ref: MT/SALES/KEN WOOD/58/ALLOT

Date : 01/04/2009

1) Sh./Smt. MUNISH KUMAR
B-3/39, SAFDARJUNG ENCLAVE,
NEW DELHI-110039

Sub: Allotment of Plot No. KEN WOOD/58 in Malibu Towne, Gurgaon (Haryana).

Dear Sir,

This has reference to your application dated 01/04/2009 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No.58 on KEN WOOD street admeasuring 167.600 sq. mts. (200.45 sq. yds.) in the said colony. Payment is as follows:

Basic Sale Price @Rs.8037.12 per sq.mtrs	Rs. 1347021.00
Contingency Deposit @Rs.167.44 per sq.mtrs	Rs. 28063.00
Interest Free Maintenance Service Security	Rs. 35000.00

We have received a sum of Rs. 135000.00 and balance is to be paid as follows:

a) Within two months	Rs. 403808.00
b) Within four months	Rs. 404106.00
c) Within six months	Rs. 336755.00
d) On Possession	Rs. 67352.00
and Contingency Deposit	Rs. 28063.00
Interest Free Maintenance Service Security	Rs. 35000.00

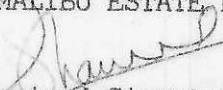
Against above, we have received a sum of Rs.135000.00 vide our Receipt No.1290 dated 01/04/2009 enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for MALIBU ESTATE PVT. LTD.


Authorized Signatory

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 08/11/2021

Certificate No. G0H2021K470



GRN No. 83383606

Stamp Duty Paid : ₹ 296700
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Malibu Estate Pvt ltd

H.No/Floor : 38

Sector/Ward : Na

LandMark : Dda commercial complex zamrudpur

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 93*****99



Buyer / Second Party Detail

Name : Fable Propbuild Llp

H.No/Floor : 19

Sector/Ward : Na

LandMark : Dda commercial complex zamrudpur

City/Village : Delhi

District : Delhi

State : Delhi

Phone : 93*****99

Purpose : CONVEYANCE DEED

For Property Tax Hasbeen or Completed

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

Authorized Signatory

11/11/2021

- | | | |
|--|---|----------------------------|
| 1. Type of Deed | : | CONVEYANCE DEED/SALE DEED |
| 2. Village City Name & Code | : | Malibu Towne |
| 3. Segment Block Name & Code | : | BS-12R |
| 4. Unit Land (Sq.Yd / Kanal / Marla / Acre etc.) | : | 246.800 Sq. Mtrs. |
| 5. Type of Property | : | Plot |
| 6. Transaction Value | : | Rs.42,35,730/- |
| 7. Stamp Duty | : | Rs.2,96,700/- |
| 8. Stamp No. & Date | : | G0H2021K470/08-11-2021 |
| 9. Registration Fees | : | GRN NO.83383713/21-10-2021 |
| | : | Rs.25010/- |

Onkar Kumar

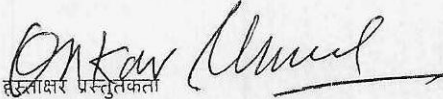
प्रलेख नः83350

दिनांक:11-11-2021

डीड संबंधी विवरण	
डीड का नाम CONVEYANCE URBAN AREA WITHIN MC	
तहसील/सब-तहसील बादशाहपुर गांव/शहर लाईसेंस कालोनी	स्थित Licence Colony
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर	पंजीकृत कॉलोनी
पता : 12R, Britch Street, Malibu Town, Gurugram	
भवन का विवरण	
भूमि का विवरण	
निवासीय	246.8 Sq. Meters
धन संबंधी विवरण	
राशि 4235730 रुपये	कुल स्टाम्प ड्यूटी की राशि 296501 रुपये
स्टाम्प नं : g0h2021k470	स्टाम्प की राशि 296700 रुपये
रजिस्ट्रेशन फीस की राशि 25000 रुपये	EChallan:83383713
	पेस्टिंग शुल्क 3 रुपये
Drafted By: Bhagat Singh Rathni Adv	Service Charge:200

यह प्रलेख आज दिनांक 11-11-2021 दिन गुरुवार समय 10:59:00 AM बजे श्री/श्रीमती/कुमारी Malibu Estate P.Ltd thru Onkar Chand OTHER निवास 38 DDA Flats Commerical Complex Kailash Colony Extn N.Dellhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।


उप/सयुक्त पंजीयन अधिकारी (बादशाहपुर)


हस्ताक्षर प्रस्तुतकर्ता
Malibu Estate P.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 11-11-2021
Malibu Estate P.Ltd

उप/सयुक्त पंजीयन अधिकारी (बादशाहपुर)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Fable Propbuild-LLP thru Kollamala Soman Nair OTHER हाजिर है । प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने गेरे रामश्र विभेता को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Bhagat Singh पिता --- निवासी Adv Ggm व श्री/श्रीमती/कुमारी sonu पिता Ram Singh निवासी 717 Santoshi Nagar Faridabad के की । साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जावते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

दिनांक 11-11-2021

उप/सयुक्त पंजीयन अधिकारी(बादशाहपुर)



8350

Name of Vendor			
M/s Malibu Estate Private Limited Through Shri Onkar Chand			
Aadhaar Card	Pan Card	Mobile No.	E-Mail address
Onkar Chand 2967 0146 2459	Malibu Estate AAACM1120E		
Name of Vendee			
M/s. Fable Propbuild LLP through Mr. Kollamala Soman Nair			
Aadhaar Card	Pan Card	Mobile No.	E-Mail address
2471 7448 4647	AAFFF9715L		

CONVEYANCE/SALE DEED

THIS DEED OF CONVEYANCE is made on this 11 day of Nov in the year Two Thousand Twenty One by **M/s Malibu Estate Private Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony, Extension, Zamrudpur, New Delhi - 110048, acting through its Authorized Signatory **Shri Onkar Chand S/o Late Shri Anant Ram resident of Chamber No. 3, Malibu Towne, Sohna Road, South City- II, Gurugram- 122018 (Haryana)**, authorized to sign and execute Conveyance Deed on behalf of Company and present them for registration before registering Authorities vide Board of **Directors Resolution Dated 05.08.2021** (hereinafter called "The Vendor" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns) of the FIRST PART

In Favour Of

M/s Fable Propbuild LLP having regd. Office at 19, DDA Commercial Complex, Kailash Colony Extn. Zamrudpur-110048, Delhi through its authorized Signatory **Mr. Kollamala Soman Nair** to sign the Conveyance Deed on behalf of both the Company's Vide Board of Directors Resolution dated 23-07-2021 (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Gecid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Sub-Tehsil Badshahpur Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as " Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

Onkar Chand

Reg. No. Reg. Year Book No.
 8350 2021-2022 1



विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- thru Onkar Chand OTHER Malibu Estate P.Ltd

Onkar Chandel

क्रेता :- thru Kollamala Soman Nair OTHER Fable Propbuild
 LLP

[Signature]

गवाह 1 :- Bhagat Singh

B.S. [Signature]

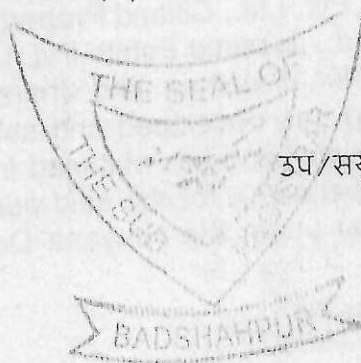
गवाह 2 :- sonu

[Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8350 आज दिनांक 11-11-2021 को बही नं 1 जिल्द नं 1269 के पृष्ठ नं 157.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 278 के पृष्ठ संख्या 100 से 102 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 11-11-2021



[Signature]
 उप/सयुक्त पंजीयन अधिकारी (बादशाहपुर)

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies inter alia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.

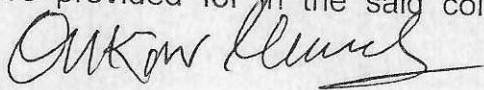
DTCP Haryana, Chandigarh, had issued License No.15 of 2008 for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's **Agreement No.2094 dated 03-02-2009** (hereinafter referred to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being **Plot Number BS-12R on Birch Street admeasuring about 246.800 Sq. Mtrs., situated in village Tikri/Fatehpur** now forming part of the Colony known as MALIBU TOWNE (Sub-Tehsil Badshahpur District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for **Rs.42,35,730/- (Rupees Forty Two Lacs Thirty Five Thousand Seven Hundred and Thirty Only)** and other terms and conditions stipulated therein ; and

WHEREAS no one besides the VENDOR has any interest , right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR hold unrestricted right and the power to convey, assign, transfer, alienate and sell the same ; and

WHEREAS the VENDEE has paid the entire aforesaid amount of **Rs.42,35,730/- (Rupees Forty Two Lacs Thirty Five Thousand Seven Hundred and Thirty Only)** and includes the amount of **Rs.2,55,673/- (Rupees Two Lac Fifty Five Thousand Six Hundred and Seventy Three Only)**, External Development Charges and **Rs.1,96,354/- (Rupees One Lac Ninety Six Thousand Three Hundred and Fifty Four Only)** Infrastructure Development Charges being the proportionate share of charges leviable by the Government for the provision of external and /or peripheral services to be provided for in the said colony ; and



WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE

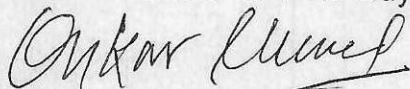
NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of Rs.42,35,730/- (Rupees Forty Two Lacs Thirty Five Thousand Seven Hundred and Thirty Only) paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder, receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.
2. The VENDOR doth hereby covenant with the VENDEE as follows :
 - a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.
 - b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
 - c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.

Onkar Lancel

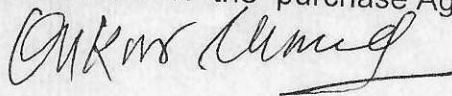
- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.
- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) That this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.

3. The VENDEE has already paid EDC amount of **Rs.2,55,673/- (Rupees Two Lac Fifty Five Thousand Six Hundred and Seventy Three Only)**, External Development Charges calculated at the rate of **Rs.2392.00 per Sq. Mtrs.** and **Rs.1,96,354/- (Rupees One Lac Ninety Six Thousand Three Hundred and Fifty Four Only)** Infrastructure Development Charges calculated at the rate of **Rs.657.80 per Sq.Mtrs.** Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.



4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.
6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

Provided that the VENDOR in their sole discretion may extend the period for the aforesaid construction upon payment of additional charges of **Rs.179.40/- per Sq. Mtrs. Per Year** and the VENDEE shall pay the same.
8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.



9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being Plot Number BS-12R, on Birch Street admeasuring 246.800 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Fatehpur, Jharsa and Adampur Sub-Tehsil Badshahpur District Gurugram (Haryana) bounded as under :

East : BS-12S
 West : BS-12Q
 North : 5.03 Mtr. Rasta
 South : 12 Mtr. Road

**Schedule "B" referred to above details
 of payments made by the VENDEE**

Date	Receipt No.	Amount
19-09-2008	1038	
28-03-2009	1264	6,19,863/-
04-04-2009	1318	2,06,621/-
23-05-2009	1461	3,02,704/-
29-06-2009	1571	3,69,767/-
20-07-2009	1615	2,62,791/-
31-07-2009	1714	6,04,219/-
15-09-2009	1824	2,86,046/-
15-09-2009	1859	5,53,488/-
24-02-2010	2179	7,90,000/-
25-04-2010	2301	1,33,768/-
30-03-2011	2787	40,617/-
		55,000/-
		10,846/-
Total		42,35,730/-

Onkar Singh

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Pvt. Ltd. acting through its Authorized Signatory **Shri Onkar Chand S/o Late Sh. Anant Ram resident of Chamber No. 3, Malibu Towne, Sohna Road, South City- II, Gurugram- 122018 (Haryana)**, have set their hands at these present at Gurgaon on the day, month and year first above written in presence of witness.

DRAFTED BY B.S. Pruthi
 BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.) 11/11/2021

WITNESSES:-

1.

B.S. Pruthi
 BHAGAT SINGH RATHI
 ADVOCATE
 DISTT. GURGAON (HR.)

For and on behalf of
M/s Malibu Estate Pvt. Ltd.

रतन

2. Sonu S/O Ram Singh

Onkar Chand

(Onkar Chand)
 Authorised Signatory
 VENDOR

A/O H.No - 717 Gali No - 1

Santosh Nagar

Falidabad

For and on behalf of
M/s Fable Propbuild LLP

(Signature)

(Mr. Kollamala Soman Nair)
 Authorized Signatory (VENDEE)



Ref: MT/SALES/BIRCH STREET/12R/ALLOT

Date : 10/09/2008

1) Sh./Smt. FABLE PROPBUILD PVT. LTD.
19, DDA COMMERCIAL COMPLEX,
KAILASH COLONY EXTN. (ZAMRUDPUR)
NEW DELHI-110048.

Sub: Allotment of Plot No. BIRCH STREET/12R in Malibu Towne, Gurgaon (Haryana).

Dear Sir,

This has reference to your application dated 10/09/2008 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No.12R on BIRCH STREET street admeasuring 246.800 sq. mtrs. (295.17 sq. yds.) in the said colony. Payment is as follows:

Basic Sale Price @Rs.14112.80 per sq.mtrs	Rs. 3483039.00
External Development charges @Rs.2392.00 per sq.mtrs	Rs. 590346.00
Infrastructure Development Chg.@Rs.657.80 per sq.mtrs	Rs. 162345.00
Contingency Deposit @Rs.167.44 per sq.mtrs	Rs. 41324.00
Interest free Maintenance Service Security	Rs. 45000.00
Total Value	Rs. 4322054.00
Received with application	Rs. 610863.00
Balance to be paid within Three years	Rs. 3702191.00

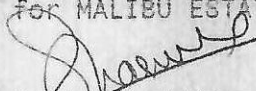
Again above, we have received a sum of Rs. 610863.00 vide our Receipt No. 1033 dated 10/09/2008, enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for MALIBU ESTATE PVT. LTD.


Authorized Signatory

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000

INDIA

हर्ियाणा HARYANA

767454

1.	Type of Deed	:	CONVEYANCE DEED
2.	Village City Name & Code	:	Malibu Towne
3.	Segment Block Name & Code:	:	WW-10 E
4.	Unit Land (Sq. Yd / Kanal / Marla / Acre etc.)	:	230.07 Sq. Mtrs.
5.	Type of Property	:	Plot
6.	Transaction Value	:	Rs. 39,48,599/-
7.	Stamp Duty	:	Rs. 2,37,000/-
8.	Stamp No. & Date	:	3149/29-06-2009
9.	Execution Date	:	27-07-2009
10.	Commercial or Residential	:	Residential

CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 27th day of July in the year Two Thousand and Nine M/s Malibu Estate Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 38, DDA Commercial Complex, Kailash Colony Extension, (Zamrudpur), New Delhi 110048, acting through its Authorized Signatory, Shri M. P. Sharma S/o Shri Late T. R. Sharma resident of E-14A, Ganga Vihar, Delhi - 110094, authorized to sign and execute Sale Deed on behalf of the Company and present them for Registration before registering Authorities vide Board of Directors Resolution dated 1-7-2009 (hereinafter called "THE VENDOR" which expression shall unless the context otherwise requires mean and includes its successors, liquidators and assigns of the first part

(Signature)

Received Original

(Signature)

(YASHA RAO V. J.)

Yash Pal Vij & M/s. Malibu Estate Pvt. Ltd.

By: _____

प्रलेख नः 6956

दिनांक 27/07/2009

डीड संबंधी विवरण District Treasurer

डीड का नाम CONVEYANCE WITH IN MC AREA

तहसील/सब-तहसील गुडगांवा

गांव/शहर मेलबो टाउन

29/6/09

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 3,948,599.00 रुपये

स्टाम्प ड्यूटी की राशि 237,000.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

रूपये

Drafted By: Surender Singh Adv.

यह प्रलेख आज दिनांक 27/07/2009 दिन सोमवार समय बजे श्री/श्रीमती/कुमारी M/s. Malibu Estate
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 38 DDA Commercial Complex Kailash Colony Extn. New Delhi द्वारा
पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s. Malibu Estate Pvt.Ltd. thru M.P.Sharma(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Yash Pal Vij क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी S.C.Arora पुत्र/पुत्री/पत्नी श्री
निवासी Adv.Gurgaon व श्री/श्रीमती/कुमारी Rakesh Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Satish Kumar निवासी Sub Station
Qtr. Malibu Town Gurgaon ने की।
साक्षी नः 1 का हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 27/07/2009

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

भारतीय गैर न्यायिक 97 INDIA NON JUDICIAL

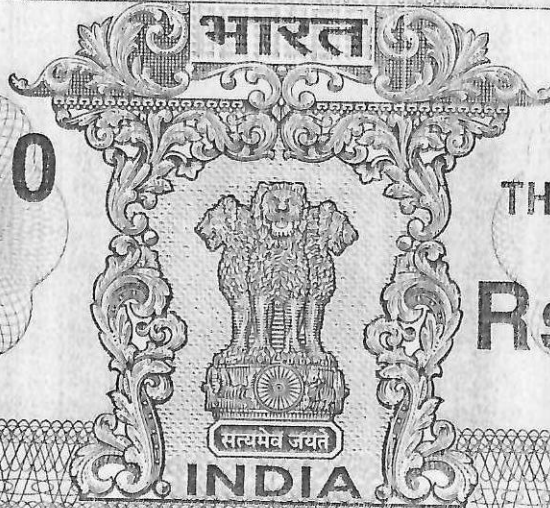
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रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



हरियाणा HARYANA

767453

2

In Favour Of

Mr. Yash Pal Vij S/o Late Sh. K. L. Vij and Mrs. Promila Vij W/o Sh. Yash Pal Vij both R/o House No. 1640, Sector-23, East Pocket, Gurgaon, (Haryana), (hereinafter called "THE VENDEES" (which expression shall unless repugnant to the meaning or context thereof include their heirs, legal representatives executors, administrators, successors and assigns); and

WHEREAS the VENDOR alongwith its ten Associate Companies namely Dinero Estate Pvt. Ltd., Casa Estate Pvt. Ltd., Santaluna Estate Pvt. Ltd., Sanpedro Estate Pvt. Ltd., Braid Estate Pvt. Ltd., Citland Properties Pvt. Ltd., Detour Estate Pvt. Ltd., Geoid Estate Pvt. Ltd., Jassima Estate Pvt. Ltd., Spred Estate Pvt. Ltd., Purchased land in Village Tikri, Fatehpur and Jharsa Tehsil & Distt. Gurgaon (Haryana) and has developed and set up thereon a Residential Colony known as " Malibu Towne" and has obtained from the Director-Town and Country Planning, Haryana license(s), for the said purpose in its own and in its Associate Companies name(s) under the Haryana Development of urban Area Act. 1975.

AND WHEREAS the Vendor entered into a joint venture with its Associate Companies ineralia, for the purpose of development and sale of the said lands either as such or constructed upon.

AND WHEREAS by a Scheme of Amalgamation the said Companies were amalgamated/merged into Malibu Estate Pvt. Ltd., The said Scheme was sanctioned by the Delhi High Court by its order dated 15-07-2004.

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2090

Dated 98

31/7/09
2
29/6/09

Reg. No. 6956 Reg. Year 2009-2010 Book No. 1



विक्रेता



क्रेता



गवाह

विक्रेता
M.P. Sharma

क्रेता
Yash Pal Vij

गवाह 1:- S.C.Arora गवाह 2:- Rakesh Kumar

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,956 आज दिनांक 27/07/2009 को बही नः 1 जिल्द नः 11,163 के पृष्ठ नः 51 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 904 के पृष्ठ सख्या 29 से 30 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 27/07/2009

उप/सयुक्त पंजीयन अधिकारी
गडगांवा

99
भारतीय गैर न्यायिक INDIA NON JUDICIAL

2091

रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



INDIA

हरियाणा HARYANA

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3

DTCP Haryana, Chandigarh, had issued License No.15 of 2008 for 24.681 acres on 31-01-2008 under the Haryana Development & Regulation of Urban Areas Act 1975 and rule 1976 made thereunder, to certain parties specified in the said license, with whom the first party had entered in to a collaboration agreement. As a consequences of the above said new license, the layout plan for the entire colony has also revised on 31-01-2008.

WHEREAS the VENDOR has developed the said land along with the other adjoining blocks of land into a colony known as MALIBU TOWNE and entered into agreements for sale of Plots etc to various purchasers including VENDEE ; and

WHEREAS the VENDEE has entered into a Plot Buyer's Agreement No.2016 dated 10-10-2008 (hereinafter refereed to as "The Purchase Agreement") with the VENDOR for the Purchase of a Plot of land being Plot Number 10 E, on White Wood Street admeasuring about 230.07 sq. Mtrs., situated in village Fatehpur now forming part of the Colony known as MALIBU TOWNE (Tehsil and District Gurgaon) (hereinafter referred to as "the said plot of Land") in the said colony and which plot of land is more particularly described in Schedule "A" hereinafter written for Rs.39,48,599/- (Rupees Thirty Nine Lacs Forty Eight Thousand Five Hundred and Ninety Nine Only) and other terms and conditions stipulated therein ; and

AD War MP

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



हरियाणा HARYANA

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WHEREAS no one besides the VENDOR has any interest, right or claim of any kind in the said plot of land and the said plot of land at the date hereof is free from all encumbrances and legal disputes and the VENDOR holed unrestricted right and the power to convey, assign, transfer, alienate and sell the same; and

WHEREAS the VENDEE has paid the entire aforesaid amount of Rs.39,48,599/- (Rupees Thirty Nine Lacs Forty Eight Thousand Five Hundred and Ninety Nine Only) and includes the amount of Rs.5,50,327/- (Rupees Five Lac Fifty Thousand Three Hundred and Twenty Seven Only) Rs.1,51,340/- (Rupees One Lac Fifty One Thousand Three Hundred and Forty Only) being the proportionate share of charges leviable by the Government for the provision of external and/or peripheral services to be provided for in the said colony; and

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. In pursuance of the said Agreement and in consideration of the said sum of Rs.39,48,599/- (Rupees Thirty Nine Lacs Forty Eight Thousand Five Hundred and Ninety Nine Only) paid by the VENDEE to the VENDOR as per details given in the Schedule 'B' written hereunder,

[Handwritten signature]

रु.20000

बीस हजार रूपये



TWENTY
THOUSAND RUPEES

Rs.20000

हरियाणा HARYANA

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receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of land on ground and the premises in the said plot of land described in the Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances, whatsoever to the said Plot of land belonging or in any way appertaining thereto therewith usually held or reputed as part and parcel thereof and all the estate right, title and interest whatsoever of the VENDOR into or upon the said plot of land described in the Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all the rights and appurtenances unto the VENDEE absolutely and forever free from all encumbrances subject to the restrictions, stipulations and covenants herein contained.

2. The VENDOR doth hereby covenant with the VENDEE as follows :

- a) That the absolute interest which they profess to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured.

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



हरियाणा HARYANA

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6

- b) That it shall be offer for the VENDEE for all times hereafter to enter into and upon the said plot of land and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever AND to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the VENDOR
- c) That the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge , execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in manner aforesaid.
- d) That the said plot of land is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction lease etc and that hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof the VENDOR shall indemnify the VENDEE.

[Handwritten signature]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



हरियाणा HARYANA

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7

- e) That the VENDEE shall have no right, title or interest in any other land in the said colony except the said plot of land described in the Schedule 'A' hereunder written and any other plot which he may have purchased or may hereafter purchase by any other Sale Deed.
- F) that this conveyance deed is executed in all its entirety and they have received all and full consideration of the sale price of the said plot of land and that they have given actual physical possession of the said plot of land to the VENDEE.
3. The VENDEE has already paid the amount of Rs.5,50,327/- (Rupees Five Lac Fifty Thousand Three Hundred and Twenty Seven Only) Rs.1,51,340/- (Rupees One Lac Fifty One Thousand Three Hundred and Forty Only) calculated at the rate of Rs.2392/- per Sq. Mtrs. & Rs.657.80 per Sq. Mtrs. Respectively of the area of the said plot as the pro-rata share of the charges payable to the Govt. or Local Authority for the provision of external and/or peripheral services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty. The VENDEE has further undertaken to pay any and all additional levies including external development charges over and above those prevailing on the date of this deed which may be levied or enhanced by any Government or local authority for the provision of said services and attributable to the said plot of land on a

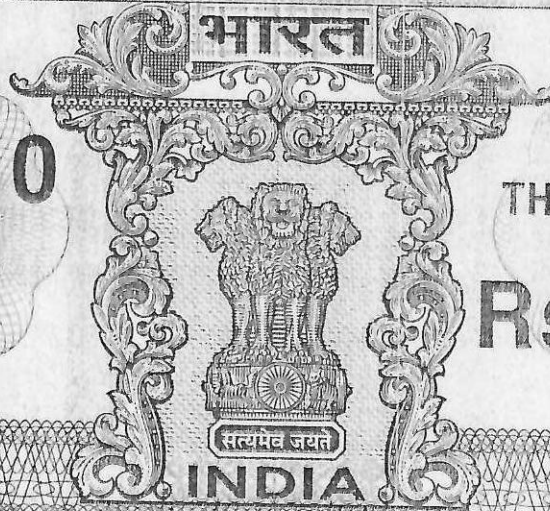
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रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



हरियाणा HARYANA

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- pro-rata basis, as determined by the VENDOR (in the same manner as heretofore) which determination shall be final and binding on the VENDEE and any such sum becoming due from the VENDEE shall be treated as unpaid price of the said plot. It is a condition of this Sale-Deed that the possession of the said plot has been handed over by the VENDOR to the VENDEE on the VENDEE'S assurances and undertaking to abide by the covenants, stipulations and conditions of Plot Buyer's Agreement and of this Deed.
4. The VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
 5. The VENDEE has borne all expenses for the completion of this Sale-Deed including cost of Stamp Duty, Registration and other incidental charges.

(Signature)

रु. 20000

बीस हजार रुपये



TWENTY
THOUSAND RUPEES

Rs. 20000

हरियाणा HARYANA

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6. The VENDOR and the VENDEE shall be bound by the terms and conditions of the Plot Buyer's Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale-Deed, save and except those of the terms and conditions of the said agreement which are at variance with the terms and conditions contained in this sale deed in which case the terms and conditions of this sale deed shall prevail.
7. Without prejudice to the generality of the provisions contained in preceding clause 6, the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than 3 years from the date of this Sale-Deed or the date on which the zoning plan of the area in which the said plot is situated is approved by the competent authority of the State of Haryana intimation whereof will be sent by the VENDOR to the VENDEE, which ever is later. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the Purchase Agreement which shall be deemed as incorporated in the Sale-Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Purchase Agreement and according to law.

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

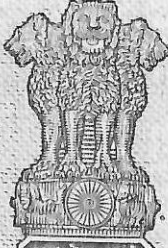
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रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000



INDIA

हरियाणा HARYANA

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10

Provided that the VENDOR in their sole desecration may extend the period for the aforesaid construction upon payment of additional charges of Rs. 25/- per Sq. Mtrs. per Year and the VENDEE shall pay the same.

8. All taxes, levied or leviable, in respect of the said plot shall be payable and be paid by the VENDEE with effect from the date of execution of the purchase Agreement.
9. If any provision of this Conveyance Deed shall be determined to be void or unforeseeable under any applicable law, such provision shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights, title and interest of the VENDOR into and upon that piece and parcel of land being Plot Number 10 E, on White Wood Street admeasuring 230.07 Sq. Mtrs. in the Residential Colony Known as "Malibu Towne" situated at Village Tikri, Jharsa and Fatehpur Tehsil and District Gurgaon

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2099

107
भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये



TWENTY
THOUSAND RUPEES

Rs. 20000

हरियाणा HARYANA

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11

(Haryana) bounded as under :

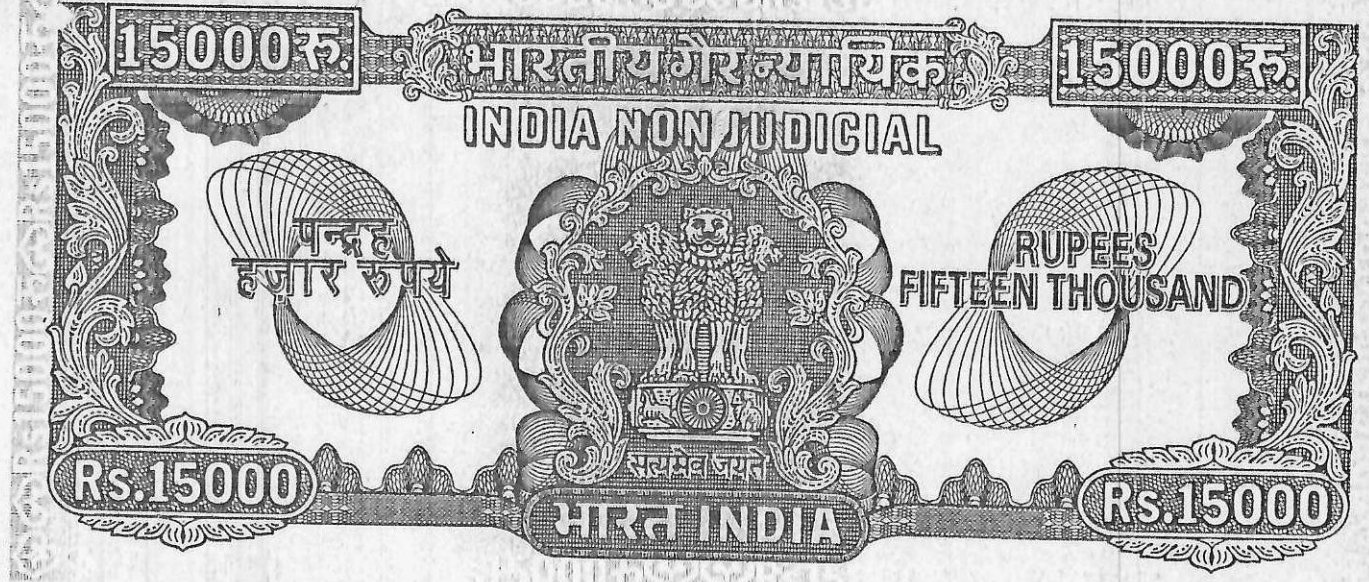
East : Plot No. WW/10 D

West : Plot No. WW/10F

North : Plot No. WW/19 E

South : Road

Bhar Singh



हरियाणा HARYANA

052431

12

Schedule "B" referred to above details
of payments made by the VENDEE

Date	Receipt No.	Amount
22-09-2008	0032	4,00,000/-
24-11-2008	1083	11,79,440/-
24-01-2008	1135	11,84,580/-
31-03-2009	1297	9,87,150/-
11-06-2009	1524	1,97,429/-
Total		39,48,599/-

IN WITNESS WHEREOF the VENDOR the said M/s Malibu Estate Private Limited acting through its Authorized Signatory **Shri M. P. Sharma S/o Late Shri T. R. Sharma R/o E-14A, Ganga Vihar, Delhi-110094** and VENDOR, M/s Malibu Estate Private Limited through its Authorized Signatory said **Shri M. P.**

Shri M. P. Sharma



हरियाणा HARYANA

B 906731

13

Sharma, have set its hands at these presents at Gurgaon on the day, month and year first above written.

Witnessed by *[Signature]*
Dew

WITNESSES:-

1.

[Signature]
Abhash Chandra Arora
Advocate
Distt. Courts, Gurgaon

For and on behalf of
Malibu Estate Private Limited

2.

[Signature]
Rakesh Kumar Joshi Satish Kumar

[Signature]

(M.P.Sharma)
Authorised Signatory
VENDOR

R/O Sub Station Quarter
Malibu Town Gurgaon

[Signature]
VENDEE



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

सत्यमेव जयते

INDIA

हरियाणा HARYANA

B 906730


14

For and on behalf of
Malibu Estate Private Limited

(M.P.Sharma)
Authorised Signatory
VENDOR

3149
 15
 29/6/09

प्रीति नं 6956 अति. सी. नं.
 निल. नं 11348, नं 61-62फ
 अति. नं 1
 अति. नं 91, नं 192
 अति. नं 22-25 नं 25 संवत्
 अति. नं.


 संयुक्ता सचिव राजस्थान
 मुद्रगाँव





Ref: MT SALES/WHITE WOOD/10 E / ALLOT

Dated: 22.09.2008

Sh. Yash Pal Vii
Mrs. Promila Vij
R.o 16-40, Sector 23,
East - Pocket, Gurgaon
Haryana.

Sub: Allotment of Plot No. WHITE WOOD /10 E in Malibu Towne, Gurgaon (Haryana).

Dear Sir/Madam,

This has reference to your application dated 22.09.2008 regarding purchase of a residential Plot in Malibu Towne, Gurgaon (Haryana).

We have pleasure to inform you that the Company has allotted you a residential Plot No. 10 E, on White Wood admeasuring 230.07 Sq. Mtrs. (275.16 sq.yds) in the said Colony. Payment is as follows:

Basic Sale Price @ Rs. 17162.60 per sq.mtrs x 230.07 sq mtrs	Rs. 3948599 -
Contingency Deposit @Rs 167.44 per sq.mtrs x 230.07 sq mtrs	Rs. 38523 -
Interest Free Maintenance Service Security	Rs. 45000 -

We have received a sum of Rs. 4,00,000/- and balance is to be paid as follows:

a) Within two months	Rs. 1179440/-
b) Within four months	Rs. 1184580/-
c) Within six months	Rs. 987150/-
d) On Possession	Rs. 197430/-
and Contingency Deposit	Rs. 38523 -
Interest Free Maintenance Service Security	Rs. 45000 -

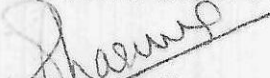
Against above, we have received a sum of Rs.4,00,000/- vide our Receipt No.32 dated 22.09.2008 enclosed herewith.

Plot Buyer's Agreement on Company's standard format will be forwarded to you soon for your signatures.

It may, however, be mentioned here that the above allotment is provisional and liable to be cancelled if we don't receive the above amount within the stipulated time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,
For Malibu Estate Pvt Ltd


Authorized Signatory

Receipt No 2076

15/11/08

From

ANNEXURE R8/2

The Financial Commissioner & Principal Secretary
to Government Haryana, Town & Country Planning,
Haryana, Chandigarh.

To

The Director General,
Town & Country Planning,
Haryana, Chandigarh.

Memo no. LC-147-7/16/2006-2TCP
Dated Chandigarh. 8.7.2013.

Subject:- Policy for Allotment Of Plots/ Flats earmarked for Economical Weaker Section in the Licensed Colony.

While compiling the information received regarding EWS category plots/flats, to be supplied to the Hon'ble High Court in CWP No. 14028 of 2011 titled as Mukesh & another vs. State of Haryana & others, certain issues regarding conducting draw of lots/refund of earnest money cropped up. To sort out these issues and in the interest of the general public, the policies issued vide memo no. LC-147-7/16/2006-2TCP dated Chandigarh the 3rd Feb, 2010 and vide memo no. LC-147-II/2012/7/16/2006-2TCP dated 14.06.2012 have been reviewed and in supersession of these policies, the following comprehensive policy is framed:-

1. EWS PLOTS

1.1 Quota of EWS plots: The licensee shall reserve 20% of the total number of residential plots in residential plotted colony for allotment to economically weaker section/lower income group category.

1.2 Size of EWS plots: EWS plot size shall vary within 50 sq. mts to 125 sq. mts. or as otherwise approved specifically in the Layout plan approved by the Director.

1.3 Transfer of EWS plots:

1.3.1 The licensee shall transfer all the EWS category plots to Housing Board Haryana at the rate fixed by the Government from time to time which presently is Rs. 600/- per Sq. Mtr., within six months after approval of zoning plan.

1.3.2 The licensee shall complete the development works of atleast road, water supply and electricity in the area earmarked for EWS plots within one year from approval of zoning plan/Environmental clearance whichever is later, so that Housing Board Haryana may construct units on the transferred plots and allot to the BPL families at a reasonable cost (approved by the Government) by following provisions of layout plan/zoning plan and within initial validity period of license itself.

1.3.3 In case of earlier granted licenses, licensee shall transfer the EWS plots to Housing Board Haryana before getting the license renewed.

1.3.4 HBH shall allot the EWS units to the BPL families after carrying out construction as per specifications.

shall refund the same within a period of one month from receipt of the request without making any deductions.

- 2.8.3 In case a candidate surrenders the flat, entire amount will be refunded without any deduction.
- 2.8.4 If Candidate fails to deposit the installments, he may be given 15 days time period from date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper, failing which allotment shall stand cancelled.
- 2.8.5 For avoiding duplicacy, the colonizer shall fix a rubber stamp of his Company on the BPL card of the allottee, till the time UID cards are not made compulsory and thereafter the entry of the number of UID card of BPL candidates will be compulsory in the application Form.
- 2.8.6 BPL verification shall be carried out in case of successful allottees only.
- 2.9 Procedure for refund in case of delay in conducting the draw:**
- 2.9.1 Licensee shall refund the earnest money to unsuccessful candidates alongwith normal interest of saving bank account in State Bank of India as applicable from time to time. However, no interest shall be paid for a period of six months from the date of submission of application alongwith earnest money.
- 2.9.2 Licensee may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.
- 2.10 Sale/transfer of EWS flat:** The allottees of such flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to any body on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such plot and allotment of plot shall also be liable for cancellation.
- 3.** The allotment of these plots/ flats can also be made with the approval of the Government to specific category of people in public interest on the recommendations of the committee headed by the Divisional Commissioner consisting of Deputy Commissioner, Administrator HUDA, STP and DTP. This category may include slum-dwellers, occupiers of precious Government land or persons who are living in constructed houses on the acquired land and are eligible for rehabilitation as per Government decision/ court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/ Government.

Sd/-

Secretary,

For: Principal Secretary to Govt. Haryana,
Town & Country Planning Department, Chandigarh.

- 1.3.5 Housing Board Haryana may also earmark these units for Rental Housing Scheme for BPL families.
- 1.3.6 The allottees of such plots shall not be allowed to further transfer the plots to any other person within a period of five years after getting the possession. HBH shall impose this condition in the allotment letter. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to any body on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such plot and allotment of plot shall also be liable for cancellation.
- 1.3.7 In cases where EWS plots have already been advertised, the licensee shall conduct draw of lots within three months from issuance of this policy.

2. EWS Flats

2.1 Quota of EWS flats: The licensee shall reserve 15% of total number of residential flats in Group Housing colony for allotment to economically weaker section/lower income group category.

2.2 Size of EWS flats: The minimum size of EWS flat shall be 200 sq. ft.

2.3 Cost/price of EWS flats: Maximum Price for allotment of EWS flats in group housing colonies shall be as fixed by the Government from time to time which presently is Rs. 1,50,000/- per flat i.e. Rs 750/- per Sq. Ft.

2.4 Procedure for floating EWS category flats:

- 2.4.1 Complete scheme shall be floated within four months from issuance of part occupation certificate of EWS flats.
- 2.4.2 Advertisement shall be given in three newspapers (one leading English National Daily and two in Hindi language having circulation of more than 10,000 copies in the State).
- 2.4.3 Advertisement shall highlight the number and size of flats, payment schedule and other essential requirements, terms & conditions.

2.5 Eligibility Criteria for allotment of EWS flats:

- 2.5.1 The applicant should have domicile of Haryana and should have completed eighteen years of age at the time of registration of application.
- 2.5.2 Any person registered as BPL family which includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA Sector/licenced colony in any of the Urban Areas in the State can apply for allotment of flat. Only one application will be made by one BPL family.
- 2.5.3 The applicant or his/her spouse or his/her dependent children who were earlier allotted plot/house by the Housing Board Haryana, HUDA, or any colonizer are not entitled to make application, even if they have transferred the same to some other person.

2.5.4 First preference will be given to the BPL families listed in the same town and followed by those listed in the District and then in the State.

2.6 Guidelines for scrutiny of applications as per eligibility criteria:

2.6.1 The licensee after scrutinizing the applications, will submit list of eligible candidates to concerned Senior Town Planners, within eight weeks from closing date of submission of applications.

2.6.2 Concerned Senior Town Planner will scrutinize applications vis-a-vis approved building plans, within maximum period of eight weeks and shall take following action as the case may be :-

- If some applications are incomplete in terms of minor deficiencies like signatures/BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applicants may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

2.7 Guidelines for fixing Date of draw and conducting draw of lot:

2.7.1 The draw of lots shall be conducted by a committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, concerned District Town Planner.

2.7.2 Date of draw will be fixed by concerned Senior Town Planner within four weeks after scrutiny of applications.

2.7.3 Colonizer will advertise the same in same newspapers as mentioned at para 2.4.2 above.

2.7.4 The list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in newspaper as specified in para 2.4.2 above.

2.7.5 In case, the successful applicants do not remove the deficiencies in their applications within the prescribed period of 15 days as per para 2.6.2 above or do not respond to the terms and conditions of allotment, the plots can be offered to the applicants under waiting list as per the seniority in the waiting list, however, the entire process of allotment after this period of 15 days shall be completed within three months.

2.8 Procedure for refund of earnest money:

2.8.1 For unsuccessful candidates, refund of registration/earnest money (without interest/compensation) shall be made within two months from date of draw.

2.8.2 The earnest money of the applicants in the waiting list may be retained by the colonizer till the process of allotment of successful applicants is completed as mentioned in para 2.7.5 and 2.7.6. Thereafter the earnest money shall be refunded within one month period. However in case any applicant in waiting list requests for refund of earnest money even during the process of allotment, the licensee

HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 15. of 2008

1. This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 & Rules, 1976 made thereunder to i) M/s Bloom Field Properties and Holding Pvt. Ltd., ii) Subhash Chand, Ram Chander Ss/o Nand Lal, iii) Gyani S/o Juglal, Naresh, Satpal Ss/o Shri Chotte Lal, Lakhmi, Rohtash, Bhim Singh Ss/o Jhabbu, Smt. Sada Kaur Wd/o Om Prakash, Vijay Kumar, Dhrambir Ss/o Om Prakash, Smt. Phoolwati, Smt. Mukesh Ds/o Om Prakash, Balwan Singh S/o Deep Chand, iv) Subh Ram, Hari Singh Ss/o Chandgi Ram, v) Jage Ram, Uday Chand, Daya Chand Ss/o Ram Mehar, vi) Risal Singh, Surte, Meer Singh Ss/o Shri Chand, vii) Smt. Chandro Wd/o Zile Singh, Raghu Jeet, Bajinder Ss/o Zile Singh, Smt. Shakuntala D/o Zile Singh, viii) Balkishan, Jai Kishan Ss/o Ram Kumar, ix) Dharma S/o Govind Ram, Rajeshwar S/o Bharat Singh, Balwant Singh S/o Chandan Singh, Ram Avtar S/o Jeeta C/o Malibu Estate Pvt. Ltd. 38, DDA Commercial Complex, Kailash Colony Extension (Zamrudpur), New Delhi - 110048 for setting up of a Residential Plotted Colony at village Adampur & Fatehpur, Tehsil and District Gurgaon.
2. The particulars of the land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town and country Planning, Haryana.
3. The licence is granted subject to the following conditions:
 - a) That the Residential Plotted Colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
 - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Area Act, 1975 and Rules 1976 made thereunder are duly complied with.
 - c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for the approval of zoning plan.
4. That the licensee shall construct the portion of service road forming part of licenced area at his own cost and will transfer the same free of cost to the Government alongwith the area falling in green belt.
5. That the portion of Sector/Master plan road which shall form part of the licenced area shall be transferred free of cost of the Government in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
6. That you will have no objection to the regularization of the boundaries of the licenced land through give equal and take equal with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding in this regard.
7. That you shall obtain approval/NOC from the competent authority to fulfill the requirements of notification dated 14-09-2006 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony.
8. That the developer will use only CFL fittings for internal lighting as well as for campus lighting.
9. The licence is valid upto 30-1-2010.



(S. S. Dhillon)

Director,

Town & Country Planning,
Haryana, Chandigarh.

Dated: Chandigarh

The 31-1-2008.

Endst No. DS-2007/ 2683.

Dated: 1-2-08

A copy along with a copy of schedule of land is forward to the following for information and necessary action:

1. i) M/s Bloom Field Properties and Holding Pvt. Ltd., ii) Subhash Chand, Ram Chander Ss/o Nand Lal, iii) Gyani S/o Juglal, Naresh, Satpal Ss/o Shri Chotte Lal, Lakhmi, Rohtash, Bhim Singh Ss/o Jhabbu, Smt. Sada Kaur Wd/o Om Prakash, Vijay Kumar, Dhrambir Ss/o Om Prakash, Smt. Phoolwati, Smt. Mukesh Ds/o Om Prakash, Balwan Singh S/o Deep Chand, iv) Subh Ram, Hari Singh Ss/o Chandgi Ram, v) Jage Ram, Uday Chand, Daya Chand Ss/o Ram Mehar, vi) Risal Singh, Surte, Meer Singh Ss/o Shri Chand, vii) Smt. Chandro Wd/o Zile Singh, Raghu Jeet, Bajinder Ss/o Zile Singh, Smt. Shakuntala D/o Zile Singh, viii) Balkishan, Jai Kishan Ss/o Ram Kumar, ix) Dharma S/o Govind Ram, Rajeshwar S/o Bharat Singh, Balwant Singh S/o Chandan Singh, Ram Avtar S/o Jeeta C/o Malibu Estate Pvt. Ltd. 38, DDA Commercial Complex, Kailash Colony Extension (Zamrudpur), New Delhi - 110048 alongwith a copy of agreement LC-IV and Bilateral agreement.

Minutes of the meeting held under the Chairmanship of Sh. Anurag Rastogi, IAS, Director General, Town & Country Planning, Haryana, on 20.02.2014 in the office of Senior Town Planner, Gurgaon, regarding the progress made in Complaint No. 319/2011 filed by Sh. Raman Sharma before Hon'ble Lokayukta, Haryana.

The following participated in the meeting:-

1. Sh. R. K. Singh, STP, Gurgaon
2. Sh. Anil Makan, SE-II, HUDA, Gurgaon
3. Sh. Joginder Hooda, XEN, S/U DHBVN, Gurgaon
4. Sh. Kartar Singh, XEN-III, HUDA, Gurgaon
5. Sh. M.K. Vats, XEN/TS Division, HVPNL, Gurgaon
6. Sh. Harvinder Kumar, SDE (Elect.), HUDA, Gurgaon
7. Sh. Raman Sharma, Complainant
8. Sh. V.K. Maheshwari, CEO, Malibu Estate Pvt. Ltd.
9. Cdr. S.C. Sharma, Vice President, Malibu Estate Pvt. Ltd.
10. Sh. Subhash Ragav, GM Project, Malibu Estate Pvt. Ltd.

At the outset, Senior Town Planner, Gurgaon welcomed Director General, Town & Country Planning and briefed him about the progress made with respect to the decisions taken during the meeting held on 18.12.2013 under his Chairmanship relating to the issues raised in the subject cited complaint. Thereafter, DGTCP reviewed the further progress made by the colonizer and the following decisions were taken:-

Sr. No	Issues	Proceedings of the meeting dated 18.12.2013		Decisions taken on 20.02.2014
		Decision taken in the meeting on 01.10.2013	Action taken	
1	Construction of 66 KV Sub-station	The representative of the colonizer intimated that they are ready to construct 33 KV sub-station as per approved service plan estimates. However, Sh. Raman Sharma insisted that 66 KV ESS, as per the requirement of the colony, be installed. It was decided that the colonizer construct 33 KV Sub-station as per approved Service Plan Estimates. In case the Residents Welfare Association insist for 66 KV Sub-station, the differential cost is to be borne by the RWA itself subject to the availability of the sufficient land. The colonizer shall obtain the consent from the RWA within 15 days. If, no consent is received, the colonizer shall start the execution of work within one month. The clear	The colonizer informed that a mail was forwarded on 10.10.2013 to all the RWAs for giving their consent by 15.10.2013, but no reply received from any of them. As per the road map given by the colonizer, the construction of 33 KV ESS is to be completed within 9 months after receipt of approval from Competent Authority i.e DHBVN. The representatives of the RWA still insisted for installation of 66 KV ESS, which is realistic requirement of the colony once it is fully populated. The representative of the colonizer contended that as per the service estimate approved by DHBVN, 33 KV ESS is to	STP, Gurgaon apprised that there is still controversy regarding the capacity of the ESS. The colonizer claims that he is required to construct 33KV ESS as per the approved service plan estimates by DHBVN, whereas RWA is insisting for establishment for 66 KV ESS as per requirement of the colony. Regarding adequacy of 33 KV ESS, the officers of DHBVN informed that the present load of the colony is 12 MVA and accordingly a proposal has been sent to Chief Engineer (Operation) DHBVN, Hisar for establishment of 33 KV ESS. This load requirement had been calculated on the basis of the earlier approved layout plan. The proposed ESS can cater to the electric load upto 25 MVA. STP,

		<p>road map regarding operationalization of 33 KV ESS shall be submitted to STP, Gurgaon within next 15 days</p>	<p>be installed and the company is committed accordingly. After detailed discussion, it was decided that the company will submit a copy of the approved service estimate of electrical infrastructure. It was also decided that it will seek an appointment with DHBVN Authority where the approval is pending and shall send its responsible representative for meeting the official for expediting the pending clearance. The representative of RWA will also accompany the representative of the colonizer.</p>	<p>Gurgaon informed that the last revision in the layout plan was carried out in the year 2008 and it has been approved for an area measuring about 205.00 acres.</p> <p>Decision- DHBVN will work out the load requirement of the colony in accordance with the revised layout plan to ascertain the adequacy of 33 KV ESS and the requirement of 66 KV ESS, if any, within 10 days.</p> <p><i>It was also decided that the SE DHBVN will pursue the matter with Chief Engineer (Operation) DHBVN at Hisar for expediting the necessary approvals of 33 KV ESS within the next 15 days positively.</i></p>
2	Construction of Community Centre	<p>It was enquired from the colonizer what action has been taken w.r.t the directions of STP, Gurgaon regarding making the entire club fully functional and offering membership to the residents of the colony since 12.09.2013. The representative of the colonizer intimated that they have not done much except the planning. It was directed that the colonizer shall involve the Residents Welfare Association (RWA) for planning. Further, the colonizer shall submit a road map for making the club functional within next 15 days. It was also made clear that the club should be functional on or before 1st July, 2014.</p>	<p>As per road map given by the colonizer, the entire club building will have to be made fully functional before 01.07.2014. The RWA complained that they have not been involved at all in the planning of the club building as per decision taken in the meeting held under the Chairmanship of DG TCP on 01.10.2013. Besides, the colonizer is not doing anything to improve the condition of the basement, which has been left unfinished and has turned into cave for bats. The representatives of the colonizer informed that they will make the remaining part of club building functional as per the timeline submitted by the company. They also informed that the company has decided to</p>	<p>STP, Gurgaon apprised that the colonizers started work to make the remaining club building functional as per decision taken in the last meeting held on 18.12.2013. The basement which was non-functional has been closed permanently by brick wall. The colonizer has informed vide mail dated 24th January, 2014 at 5:00 PM that a meeting was held on 24.01.2014 at 3:00 PM with the RWA wherein the issue of framing the terms and conditions for the membership was discussed. The relevant documents have been handed over to the RWA.</p> <p>Decision- DGTCP directed the colonizer to complete the construction work of remaining club building and make it fully functional by 30.06.2014. He also desired the club membership be allotted to the residents of the colony on priority at reasonable rates.</p>

			<p>close the basement. Accordingly, the construction works are in progress at site. It was also apprised by them that the terms and conditions for membership of the club are being finalized and it will be opened in last week of January, 2014 exclusively for the residents of the colony.</p> <p>The representatives of the RWAs requested to direct the colonizer to consult them while framing the terms and conditions of the membership.</p> <p>It was decided that the club building will be made fully functional by 30.06.2014 and its basement part shall be closed permanently. It was also decided that the colonizer will involve the representatives of the RWAs in the process of framing of terms and conditions of the membership of club.</p>	
3	Sale of independent floors in violation Policy dated 27.03.2009	This matter not only relates to Malibu Estate but the entire State of Haryana. The show cause notices were issued by DTP (E), Gurgaon, however, the colonizers have represented/challenged the validity of the show cause notices. The matter is under consideration within Department. After taking final decision on the representations of the colonizers, further, action shall be taken.	Not discussed in the meeting as the matter is under consideration in the Directorate.	Matter was not discussed as it is under consideration in the Directorate.
4	Construction of ladder on 2 nd floor to access	The representative of the colonizer intimated that there are 148 ladders, which are to be installed, out of which till date 30	As per timeline, the entire work of installation of ladders for providing access to the terraces of houses was to	It was informed that 131 ladders were installed upto 21.01.2014 and the remaining 17 could not be installed as the owners of

	terrace.	<p>ladders have been installed. They shall complete the remaining work within three months. However, they are facing problem at some places as they are finding difficult to get NOC from the owner of 2nd Floor.</p> <p>It was directed that in the cases where NOC is not given by the owner the ladders shall be handed over to RWA. However, within next two months, the colonizer shall install all the remaining ladders.</p>	<p>be finished by 01.12.2013. The representative of the colonizer informed that 100 ladders have already been installed and the remaining 48 ladders shall be installed within next 15 days. They also complained that the residents of 2nd floor of many houses are not allowing to put up the ladders.</p> <p>The Chairman directed that the remaining 48 ladders must be put in place within 15 days time positively. The help of RWA may be taken wherever the residents of 2nd floor are objecting to their installation. If some residents still resist, then ladder may be handed over to RWA as already decided in the meeting dated 01.10.2013 at Chandigarh.</p>	<p>second floor are not allowing.</p> <p>Decision:- <i>It was decided that the colonizer will hand over the remaining 17 ladders to the RWA within 7 days.</i></p>
5	Illegal construction in the green belt.	<p>It was intimated by the colonizer that land has been given to BSNL for erection of BSNL exchange on the demand of Residents at a nominal rate of Rs. 1 per year. However, they have no proof in writing regarding the request of the residents. It was further intimated by the colonizer that the lease to BSNL is only upto 31.03.2014. It was directed that the colonizer shall give notice to BSNL for vacation of the site within 15 days from today. It was also made clear that no further extension in lease period should be made. The building shall have to be demolished after expiry of lease period. DTP (E),</p>	<p>As per the deadline in the meeting, the illegal of BSNL is to be removed after the expiry of lease period i.e. 31.03.2014. Besides, the other structures like pump rooms and operator residences are also to be removed by 31.03.2014. The representatives of the colonizer informed that a notice has already been sent to BSNL on 15.10.2013 for vacation of the site on or before 31.03.2014. Thereafter, the construction will be demolished. Similarly, the pump rooms and operators residences constructed in the green belt shall also be removed by 31.03.2014. The RWA did not</p>	<p>STP, Gurgaon informed that the deadline for removal of illegal construction in the green belt will expire on 31.03.2014. The colonizer has already served upon a notice on BSNL for vacation of the building. Hence, this issue will be reviewed after 31.03.2014.</p> <p>Regarding the mini sewage treatment plants, STP, Gurgaon informed that these have been constructed in the parks in a very shoddy manner without giving any consideration to the aesthetics of the parks/open space. The RWA is agitating for removal of these plants.</p> <p>Decision:-(i) <i>The illegal</i></p>

		<p>Gurgaon shall also give notice to the colonizer alongwith a copy to BSNL.</p> <p>It was intimated by the complainant that there are four nos. of Sewage Treatment Plants (STPs) constructed in the parks at different places and are not operational. It was informed by the colonizer that these are meant for recycling of the water which is to be used for gardening purposes. These are only very small structures.</p> <p>It was directed that all the four STPs shall be made operational and since these are for the benefit of the community these may be retained. However, proper camouflaging with green creepers of the structure be done by the colonizer.</p> <p>Further, the colonizer requested that the BSNL building may be allowed to remain operational, if there is any provision for compounding for which they have already made a request to the Department which is pending at the level of Directorate. In this regard, it was intimated that no such request is pending with the Department.</p> <p>However, if at all any such request has been made, is hereby rejected. Further, the pump rooms and operators residences constructed by the colonizer shall be removed on or before 31.03.2014.</p>	<p>subscribe to the suggestion of establishment of small STPs in the parks being incompatible activity. The matter was discussed in detail and it was concluded that use of recycled water for the purpose of maintaining parks and greenery is need of the hour considering the depleting water table in Gurgaon. Accordingly, it was decided that the colonizer and the RWA will sit together to find out proper and compatible locations for setting up of mini Sewage Treatment Plants (STPs) and shall get the same approved from the Department in the layout plan</p>	<p><i>construction in the green belt must be demolished by the colonizer by 31.03.2014, failing which strict action will be taken in accordance with the provisions of Act No. 8 of 1975 and the Rules framed thereunder.</i></p> <p><i>(ii):-The colonizer was directed to re-install the STPs underground without disturbing aesthetics of the parks/open spaces or find out alternative suitable locations in consultation with the RWA/complainant.</i></p>
6	Delay in execution of conveyance deed	The colonizer was instructed that there is no relation between maintenance charges and execution of conveyance	The representative of the colonizer informed that a copy of the specimen of conveyance deed has been handed over to the	It was informed that action has already been taken by the company. No problem from colonizer side has been reported so far by any

independent floor.	<p>deed. The colonizer was directed that the conveyance deed of all the owners shall be got executed within next two months. However, the colonizer submitted that this is beyond their control as the registration charges/stamp duty is to be paid by the owners. It was accordingly agreed that the owners shall after preparing the conveyed deed intimate the colonizer who shall immediately make his representative available and execute the conveyance deed immediately. The colonizer was also directed to upload the specimen copy of the conveyance deed on his website immediately and supply one copy of the same to the RWAs.</p>	<p>association and they have instructed the concerned official for accompanying the owners of independent floors as and when approached by them for registration of the deeds. The Chairman directed the representatives of colonizer to identify the owners, who are yet to execute the conveyance deed and send communications to them for execution and registration of the same at the earliest.</p>	<p>floor owner. The complainant pointed out that there are some flaws in the draft of the conveyance deed, which are required to be rectified.</p> <p>Decision: <i>It was decided that the Company will consult the various drafts of the conveyance deeds of independent floors executed by other colonizers like DLF, APIL, Unitech etc. and will carry out necessary amendments in the format of the conveyance deed prepared by it and thereafter, it will be made available to the RWA.</i></p>
7 Status of other community sites	<p>There are 16 nos. of community sites as per approved Layout Plan. It was directed that the colonizer shall submit a road map for time bound construction of the remaining community sites in the following manner:-</p> <ol style="list-style-type: none"> Within ten days = 5 community sites. Within twenty days = community sites. Within thirty days = all the remaining sites. <p>However, it was made clear that the construction of community sites has to be made within the time frame as per of the Act of 1975. If, the community sites are not completed within stipulated time, the same shall be taken over</p>	<p>The representative of the colonizer informed that out of the total 16 community sites (1 High School, 4 Primary Schools, 7 Nursery Schools, 1 crèche, 1 Dispensary, 1 Club and 1 RB), 6 sites (2 Primary School, 1 Club, 1 Nursery School, 1 RB and 1 Crèche) are still with the colonizer and remaining sites have been sold out to the private persons. One Nursery School and part of club site are already functional. The building plans of 2 Primary Schools, 3 Nursery Schools and a Religious Building have already been submitted. The building plans of the remaining community sites except 2 Nursery Schools sites of which are under dispute shall be</p>	<p>STP, Gurgaon informed that the road map for construction of community site has already been submitted and it is required to be monitored regularly.</p> <p>Decision:- <i>It was decided that STP, Gurgaon will monitor the progress of construction of community sites on quarterly basis to ensure that the construction work of all the community sites its completed by the colonizer before 03.04.2016.</i></p>

		by the Govt.	submitted in the month January/February, 2014. The construction on these sites shall start after 3 months from approval of their plans and it will be completed within 1½ years time from the date of start. The constructions work of the remaining community sites will be completed as per timeline prescribed in the proviso added vide Haryana Act No. 11 of 2003 dated 03.04.2012.	
Other issues				
8	Sh. Raman Sharma raised the issue of non obtaining of no objection certificate (NOC) from Ministry of Environment & Forest in reference to condition levied in the licence no. 15 of 2008	It was appraised to Sh. Raman Sharma that at the time of renewal of licence, the applicant company was directed to submit NOC from MoEF. But the applicant company represented that NOC is not required from MoEF since, the covered area is less than 1,50,000 sq. mtr. The contention of the applicant company was found correct, therefore, the licence no. 15 of 2008 was renewed for a further period upto 30.01.2014.	No action required.	No action required.

The meeting ended with a vote of thanks to the chair and participants.



Service in Raman Sharma Vs. State of Haryana & Ors. (O.A. No. 68/2022/PB)

1 message

ELDF <eldflegal@gmail.com>

Fri, Dec 13, 2024 at 7:21 PM

To: rkhranallegal@gmail.com, "noopur4@gmail.com" <noopur4@gmail.com>, Radhika Gautam <gautamradhika.r@gmail.com>

Cc: Shubham Upadhyay <Shubham@eldfindia.com>, Surya Gupta <surya@eldfindia.com>

Dear Sir/Ma'am

Please find the attached copy of the **Additional Reply** on behalf of Respondent No. 8 M/s Malibu Estate Pvt. Ltd. in the above-mentioned case.

Thanks & Regards

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Sameer Manher*Clerk**Enviro Legal Defence Firm**29, Presidential Estate LGF,**Nizamuddin East New Delhi – 110013**Ph. No. 011-40573181*

Reply_Malibu.pdf