

08  
3464 13/03/2024

Phone No:  
Sold To/Issued To:  
K. ASHWINI PRASAD  
For Show/ID Proof:  
Self

"Original"



ABSOLUTE SALE DEED

Doc No: 3353/2024  
PAR-13-2024 13/03/2024

₹ 0000100/-

200 200 200 200 200 200

Sales deed  
38164931710342828723-00000084  
3816493 PB3816493

This Deed of Absolute Sale ("Sale Deed") is made and executed on this Thirteenth Day of March, Two Thousand and Twenty-Four (13/03/2024) ("Execution Date") at Ranga Reddy, Telangana.

By:

**SOMA ENTERPRISE LIMITED**, (PAN: AACCS8242F) (CIN: U55101MH1977PLC114178), a public unlisted limited company duly incorporated under the provisions of Companies Act, 1956, having its registered office at Soma Heights, 3, Siddhivinayak Society, Karve Road, Pune, Maharashtra-411038, India and having its corporate office at: Soma Enterprise Ltd. 2, Avenue 4, Banjara Hills, Hyderabad Telangana- 500034 IN, represented by its Director & Authorized Signatory, **Mr. B. Ramesh Kumar** alias Boppana Ramesh Kumar, son of B.S.R.S.V. Prasad, aged about 66 years (Aadhaar No. 9291-3949-4599) duly authorized *vide* board resolution dated January 18, 2024, hereinafter referred to as "Seller" (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors-in-interest) of the **ONE PART**.

IN FAVOUR OF

**GODREJ PROPERTIES LIMITED** (PAN:AAACG3995M), (CIN: L74120MH1985PLC035308), a public listed company duly incorporated under the provisions of Companies Act, 1956, having its registered office at: Godrej One, 5th Floor, Pirojshanagar Eastern Express Highway, Vikhroli (East), Mumbai City, Maharashtra- 400079, and having its regional office at 10<sup>th</sup> Floor, Prestige Obelisk, Kasturba Road, Bengaluru, India represented by its Authorized Signatory **Mr. Kalapala Ashwini Prasad**, (Aadhar No. 9370-3515-4567), Designation: *Region Head - South 1 • Zonal P&L*; duly authorized *vide* board resolution dated February 06, 2024; hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**.

The expression Seller and the Purchaser are hereinafter individually referred to as a "Party" and collectively as the "Parties".

**WHEREAS THE SELLER REPRESENT, STATE AND CONFIRM AS FOLLOWS:**

(A) The Seller is the lawful owner, absolutely seized and possessed of and is well and sufficiently entitled to, having clear and marketable title of all that piece and parcel of non-agricultural land admeasuring 14,883.97 Square Yards (equivalent to Acres 3.0752 Cents or 12,444.89 Square Meters) situated at Plot No. 3, Site No. III, under Golden Mile Layout Project, Survey No. 147/P, of Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana - 500 081, more particularly described **Schedule-I** hereunder written and demarcated in red colour boundary

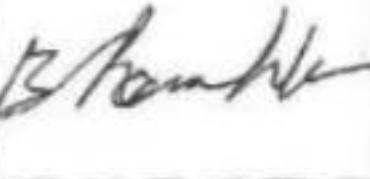
Page 1

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

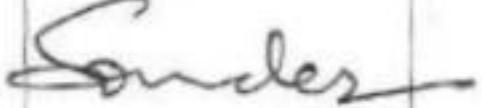
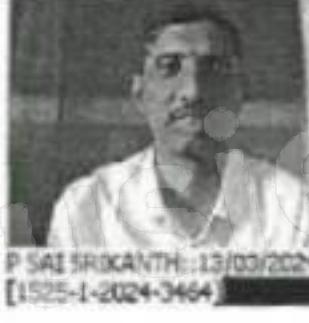
**Presentation Endorsement:**

Presented in the Office of the Sub Registrar, Gandipet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 855000/- paid between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the 13th day of MAR, 2024 by Sri Soma Enterprises Ltd

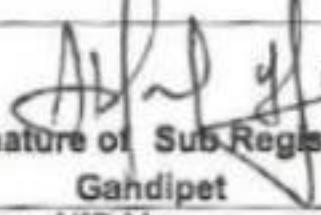
**Execution admitted by (Details of all Executants/Claimants under Sec 32A):**

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 GODREJ PROPERTIES LTD G [1525-1-2024-3464]	GODREJ PROPERTIES LTD (R/P) KALAPALA ASHVINI PRASAD S/O.	
2	EX		 SOMA ENTERPRISES LTD (R) [1525-1-2024-3464]	SOMA ENTERPRISES LTD (R/P) B.RAMESH KUMAR @ BOPPANA RAMESH KUMAR S/O. B.S.R.S.V.PRASAD BANJARAHILLS, HYDERABAD	

**Identified by Witness:**

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 M SINGAM SOUNDER RAJAN [1525-1-2024-3464]	M SINGAM SOUNDER RAJAN AADHAR NO XXXX XXXX 1691	
2		 P SAI SRIKANTH [1525-1-2024-3464]	P SAI SRIKANTH AADHAR NO XXXX XXXX 8560	

Biometrically Authenticated by  
SRO Mohd. Ahsul Hafeez  
on 13-MAR-2024 15:45:44

  
Signature of Sub Registrar  
Gandipet

13th day of March, 2024

**E-KYC Details as received from UIDAI:**

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX8560 Name: Peesapati Sai Srikanth	S/O Peesapati Gunneswara Sarma, kukatpally, Hyderabad, Andhra Pradesh, 500085	
2	Aadhaar No: XXXXXXXX1691 Name: Myoor Singam Sounder Raajan	Ameerpet, Hyderabad, Telangana, 500038	
3	Aadhaar No: XXXXXXXX4599 Name: Boppana Ramesh Kumar	S/O B S R S V Prasad, Hyderabad, Hyderabad, Andhra Pradesh, 500033	

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line in the plan attached as **Schedule-II** hereto (hereinafter collectively referred to as "Subject Land");

(B) The description of Subject Land as provided in **Schedule-I** and the demarcation as provided in **Schedule-II** is true and accurate.

(C) The Seller is vested with absolute ownership and clear and marketable title on the Subject Land along with all rights, interest including development rights thereto, free from any Encumbrance (*defined hereinafter*), and is seized of and is in absolute, lawful, physical, unencumbered, unfettered, and unhindered possession of the Subject Land. The Seller has acquired absolute title and all rights to the Subject Land vide the title documents identified under **Schedule-III** attached hereto ("Title Deeds") and are recorded as the owners and in possession of the Subject Land in all government revenue records. The Seller represents that the ownership of the Seller in the Subject Land and the Title Deeds with regard to their title, as provided in **Schedule-III** hereto, are true, correct, and accurate.

(D) The Subject Land is capable of being developed for residential purposes, plotted colony, township and commercial purposes under all applicable laws, rules and regulations including municipal, planning, and zoning laws and there exists no events and/or circumstances and/or impediments affecting the sale and development of the Subject Land or any part thereof.

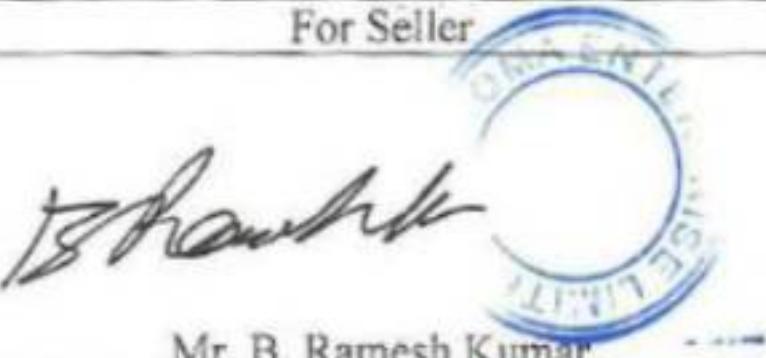
(E) Relying on the representations, warranties and covenants of the Seller as contained herein, the Purchaser is executing this Sale Deed, for good and adequate consideration, to effect immediate, absolute, unconditional and irrevocable, sale, transfer, assignment and conveyance of the Subject Land (together with all liberties, rights, title, interest, estate, easements, privileges, advantages, appurtenances and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Land) from the Seller to the Purchaser.

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

#### **1. DEFINITIONS**

In this Sale Deed, the following words shall have the meanings as assigned to them herein below:

(a) "Applicable Law(s)" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, protocol, code, policy, notice, circular, direction, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Government authority and/or any other authority having jurisdiction over the matter in question;

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

E-KYC Details as received from UIDAI:							
Sl No	Aadhaar Details		Address:			Photo	
4	Aadhaar No: XXXXXXXX4567 Name: Kalapala Ashwini Prasad		S/O Kalapala Ananda Kishore, Secunderabad, Hyderabad, Andhra Pradesh, 500009				
Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this instrument.							
Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/s 41 of IS Act	E-Challan	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	95092350	0	0	0	95092450
Transfer Duty	NA	0	25650000	0	0	0	25650000
Reg. Fee	NA	0	8550000	0	0	0	8550000
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	1710000	0	0	0	1710000
Total	100	0	131003350	0	0	0	131003450

Rs. 120742350/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 8550000/- towards Registration Fees on the chargeable value of Rs. 171000000/- was paid by the party through E-Challan/BC/Pay Order No ,744RKG110324 dated ,11-MAR-24 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 131003400/-, DATE: 11-MAR-24, BANK NAME: SBIN, BRANCH NAME: , BANK/REFERENCE NO: 0851983626017, PAYMENT MODE:NEFT/RTGS-1001138, ATRN:0851983626017, REMITTER NAME: GODREJ PROPERTIES LIMITED, EXECUTANT NAME: SOMA ENTERPRISE LIMITED, CLAIMANT NAME: GODREJ PROPERTIES LIMITED

Date:

13th day of March,2024

Signature of Registering Officer  
Gandipet

Registering Officer  
Gandipet  
(Mohd Abdul Hafeez)

Certificate of Registration

Registered as document no. 3353 of 2024 of Book-1 and assigned the identification number 1 - 1525 - 3353 - 2024 for Scanning on 13-MAR-24.



(b) "Business Day" shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are generally open for normal business in Hyderabad, Bengaluru and/or Mumbai;

(c) "Consideration" shall have the meaning ascribed to it in Clause 4 herein;

(d) "Existing Approvals" shall have the meaning ascribed to it in Clause 6.2 herein;

(e) "Encumbrance" shall mean any disputes (including any partition dispute), Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department, Goods and Service Tax Department or any other departments of any Governmental Authority or of any other person or entity), labour dispute, acquisition, requisition, or any kind of attachment, restriction of use, sale, lien, court injunction, will, trust, exchange, lease, easement, right of way, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, boundary dispute, dispute/defect in relation to possession, title retention agreement, interest, option, charge, commitment, restriction or limitation of any nature, default or notice / claim by any government authority (ies), of Applicable Law or any rule, regulation or guidelines, default or claim / notice with respect to the Subject Land, whatsoever, including non-compliance of any conditions / restrictions, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

(f) "Governmental Authority" shall mean any national, state, provincial, government or government department or semi-government authority, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any non-governmental regulatory or administrative authority including real estate regulatory authority, defense authorities, revenue authority, local and municipal authorities, local body, including but not limited to Hyderabad Metropolitan Development authority (HMDA), Greater Hyderabad Municipal Corporation (GHMC) or any municipality, Airport authority of India, Electricity Department, Fire Department, Telangana Water Supply and Sewerage Board (HMWS&SB), Telangana Pollution Control Board, etc., under any legislative enactment, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body, income-tax authorities, direct/indirect tax authorities, custom/ excise authorities;

(g) "Litigation" shall include any action, notice, claim, demand, suit, proceedings, summons, inquiry or investigation of any nature whether civil, criminal, tax, regulatory, acquisition or otherwise, in

For Seller	For Purchaser
  Mr. B. Ramesh Kumar	  Mr. Kalapala Ashwini Prasad

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law or in equity, pending and/or threatened (for which notice has been received) by or before any court, tribunal, arbitrator or other Governmental Authority and/or lis-pendens and includes any written notice given by any third party or any concerned authority/court to Seller which is received / in the knowledge of the Seller;

(h) "Monetary Consideration – I" shall have the meaning ascribed to it in Clause 4.1.2 herein;

(i) "Monetary Consideration – II" shall have the meaning ascribed to it in Clause 4.1.2 herein;

(j) "Pass Through Charges" shall include payments/ contributions received from the customers towards electricity deposit, water deposit, sewerage deposit, corpus fund, maintenance security deposit, advance maintenance charges, association deposit, goods and service tax (GST), any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected/ recovered from the prospective purchasers in relation to the residential project to be put up by the Purchaser as a contribution from the Prospective Purchasers/s and for onward transfer/ deposit to the concerned Governmental Authority or association of the apartment owners (if any) / co-operative housing societies/ condominium or with the maintenance agency of the Project, as the case may be;

(k) "Project" means the proposed project to be developed at GPL's discretion on the entire Subject Land;

(l) "Seller's Area" shall have the meaning ascribed to it in Clause 4.2.1 herein;

(m) "Seller's Entitlement" shall have the meaning ascribed to it in Clause 4.2.2 herein;

(n) "Subject Land" shall have the meaning ascribed to it in Recital (A) herein;

(o) "Title Deeds" shall have the meaning ascribed to it in Recital I herein; and

(p) "Title Risk" shall mean and include any defect, claim, Encumbrance, misrepresentation, Litigation, legal proceeding of any nature whatsoever over the title (including absolute possession) to the Subject Land and the approvals, sanctions, permissions, with respect to the Subject Land and its development, which may be raised or made by any third party, including any person acting under, through or on behalf of the Seller and/or their predecessors-in-title and any restriction that prevents and/or prejudicially impacts or impedes the transferability, marketability, or developability of the Subject Land, on account of any such claim, defect, claim, Encumbrance, dispute, legal action of any nature over whatsoever the title (including absolute possession) of the Subject Land save and except due to any omission or act of the Purchaser.

For Seller	For Purchaser
 Mr. B. Ramesh Kumar 	 Mr. Kalapala Ashwini Prasad 

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## 2. INTERPRETATION

In this Sale Deed, unless the contrary intention appears, any reference to any statute or statutory provision shall include:-

- (a) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Sale Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Sale Deed and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (c) Any reference to the singular shall include the plural and vice versa;
- (d) Any references to the masculine, the feminine and the neuter shall include each other;
- (e) Any references to a "company" shall include a reference to a body corporate;
- (f) Any reference herein to any Clause or Schedule to this Sale Deed. The Schedules to this Sale Deed shall form an integral part of this Sale Deed;
- (g) Any references to the Sale Deed shall also include any other agreement made simultaneous along with the Sale Deed and that other agreement as amended, varied, novated, supplemented or replaced from time to time by way of a duly executed written instrument;
- (h) The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire Clause/section (not merely the sub clause/section, paragraph, or other provision) in which the expression occurs;
- (i) Each of the representations and warranties provided in this Sale Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Sale Deed limits the extent or application of another Clause or any part thereof;
- (j) Any reference to books, files, records, or other information or any of them means in any form or in whatever medium held including paper, electronically stored data, magnetic media, film, and microfilm;

For Seller	For Purchaser
 Mr. B. Ramesh Kumar 	 Mr. Kalapala Ashwini Prasad 

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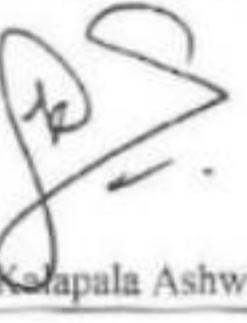
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- (k) All the obligations, covenants, undertakings under this Sale Deed shall be complied with by the Seller;
- (l) Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Sale Deed;
- (m) "In writing" includes any communication made by letter or e-mail;
- (n) The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (o) Any references to a person (or to a word importing a person) shall be construed so as to include individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (p) Any references to a person representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys, and other duly authorized representatives; and
- (q) All the recitals to this Sale Deed shall form an integral and operative part of this Sale Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed, and read accordingly.

### 3. SALE OF SUBJECT LAND

- 3.1. The Seller hereby, unconditionally, irrevocably and forever, sell, transfer, convey and assign all its right, interest and title in the Subject Land together with all development rights, liberties, estate, easements, privileges, appurtenances and benefits thereto to the Purchaser free from any and all Encumbrance, and the Purchaser acquires the same from the Seller, free from all Encumbrance unto or upon the same and every part of the Subject Land along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Land.
- 3.2. The Seller hereby confirms and declare that, as of the Execution Date, they (or any person claiming through or under them) have no residual rights in relation to the Subject Land surviving in their favour and the entire right, title, and interest of the Seller in the Subject Land, stands fully extinguished and transferred to the Purchaser. Any rights, benefits or entitlements accruing to the Subject Land after the Execution Date, shall be construed as the sole right and property of the

For Seller	For Purchaser
 <div style="text-align: center;">             Mr. B. Ramesh Kumar         </div>	 <div style="text-align: center;">             Mr. Kalapala Ashwini Prasad         </div>

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Purchaser to the complete exclusion of the Seller except for the Seller's right in Monetary Consideration – II and Seller's Area.

- 3.3. Simultaneously with the execution and registration of this Sale Deed, the Seller have handed over actual, legal, physical unhindered, unfettered, undivided, duly bounded and vacant possession of the Subject Land to the Purchaser free from Encumbrances, and the Purchaser hereby acknowledges the receipt of the same from the Seller and upon execution and registration of this Sale Deed, the Purchaser shall have unfettered right of access to the Subject Land and ingress and egress rights, without any hindrance of any kind from the Seller, or any other person claiming under them.
- 3.4. On and from the Execution Date hereof, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Subject Land and to derive economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, to and for its own use and benefit without any Litigation or lawful eviction, interruption, claim or demand whatsoever from or by the Seller or by any other person claiming under them, except for the Seller's right in Monetary Consideration – II and Seller's Area in terms of this Sale Deed and as may be mutually agreed between the Parties hereto in writing.

#### 4. CONSIDERATION

The entire Consideration, all inclusive (including taxes), full and final sale consideration paid/payable by the Purchaser to the Seller for purchase of the Subject Land along with all easements, privileges, rights, entitlements and benefits attached thereto and for compliances by the Seller of all its commitments, obligations and covenants shall comprise of Monetary Consideration (defined below) and Seller's Area (*defined below*) (collectively, "Consideration") in terms hereof:

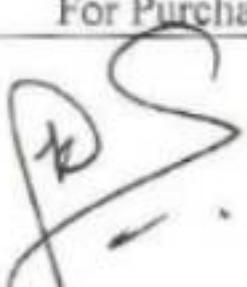
##### 4.1. Monetary Consideration:

4.1.1. That the Purchaser hereby agrees to pay, a sum amounting to **₹171,00,00,000/- (Indian Rupees One Hundred & Seventy-One Crore only)** ("Monetary Consideration") subject to deduction of taxes under the Applicable Laws.

4.1.2. The following tabulation depicts the nature of principal break-up of the Monetary Consideration:

Monetary Consideration – I	Monetary Consideration – II
₹84,00,00,000/-	₹87,00,00,000/-

4.1.3. Out of the Monetary Consideration, the Purchaser on or before the execution and the registration of this Sale Deed has paid the Monetary Consideration – I to the Seller in the following manner:

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

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- (i) ₹ 77,16,37,004/- (Indian Rupees Seventy-Seven Crore Sixteen Lac Thirty-Seven Thousand and Four Only) being paid by Purchaser vide demand draft dated March 13, 2024 bearing no. 922270 drawn on HDFC Bank, Road No:1, Banjara Hills Branch in favour of the Seller after deduction of TDS as required under the Income Tax Act, 1961 on the entire Consideration;
- (ii) ₹4,50,09,100/- (Indian Rupees Four Crore Fifty Lac Nine Thousand and One Hundred only) being deemed GST applicable to Seller's Area (*defined below*) to be paid by the Purchaser to the competent authority.

4.1.4. The Monetary Consideration – II shall become due and payable by the Purchaser to the Seller subject to the terms and conditions mutually agreed between the Parties in writing.

4.1.5. The Seller hereby admits and acknowledges the payment and receipt of the Monetary Consideration – I from the Purchaser and the Seller do hereby of and from the same and every part thereof do forever acquit, release, and discharge the Purchaser forever from the liability to pay the same. With the execution of this Sale Deed, the Seller will not have any right, title or interest of whatsoever nature including unpaid Seller's lien with respect to the Subject Land and the Seller's right shall be limited to the claim of the Monetary Consideration – II and the covenant to have the Purchaser complete, deliver and convey the allotment of Seller's Area in the manner agreed under this Sale Deed.

4.1.6. The Parties agree and acknowledge that all payments are subject to the applicable Tax Deducted at Source (TDS) and the Purchaser shall deposit the TDS amounts with the competent authorities within the timelines stipulated under the Applicable Law and handover TDS certificates to the Seller, as required under the Applicable Law.

#### 4.2. Seller's Area:

4.2.1. As part of Consideration, the Purchaser has agreed to allocate and/or allot to the Seller, saleable area admeasuring **94,756 square feet** in the residential development proposed to be undertaken by the Purchaser on the Subject Land ("Seller's Area") subject to terms mutually agreed between Parties in writing.

4.2.2. Upon allotment of the Seller's Area, the Seller shall also be entitled to proportionate: (1) undivided share, right, title, interest in the Subject Land; (2) car parking spaces; and (3) undivided share, right, title, interest in the common areas, and right to use common amenities and facilities as applicable to the residential building in compliance with Applicable Law ("Proportionate Entitlement"). The Seller's Area together with the Proportionate Entitlement are hereinafter collectively referred to as the "Seller's Entitlement" and the Seller will not be required to make

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

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payment to the Purchaser towards such Seller's Entitlement except as provided in Clause 4.2.3 of this Sale Deed.

4.2.3. The Parties herein agree that Seller shall be liable to pay Pass Through Charges, other charges/fees, amount, deposits towards utilities (power and water connections) to the Purchaser after obtaining Occupancy Certificate (before executing sale deed) with respect to Seller's Entitlement along with applicable corpus fund/sinking fund and advance maintenance charges till the time of handover of the development to the association of owners to be formed by the Purchaser in respect thereof to such association and the said taxes shall be at par for all prospective purchaser/s of the Project and shall be paid by the Seller within 7 (seven) days from the Purchaser raising the demand.

4.2.4. The parking spaces in the proposed residential development on the Subject Land shall be in accordance with Applicable Law (including building byelaws). The Purchaser shall allot/ demarcate the parking spaces equitably to all prospective purchasers/s of the Project including Seller's Area.

4.2.5. The Seller undertakes to pay the applicable GST at such rates which may be levied from time-to-time, by the Purchaser on Seller towards Seller's Entitlement as per the provisions of the Central Goods and Services Tax Act, 2017 ("CGST") and Telangana Goods and Services Act, 2017 ("TGST"), rules, notifications and circulars issued under the said Acts from time to time if applicable.

4.2.6. In the event that any additional GST (inclusive of interest or penalty, if any) or other taxes become leviable due to changes in the any tax statute or Applicable Law, the Seller hereby undertakes to make payment of such taxes / levies to the Purchaser within a period of 30 (thirty) days from the date of demand by the Purchaser. In the event Seller fails to fulfill to make payment of the same within the aforesaid stipulated timeframe of 30 days then the Purchaser shall be entitled to deduct and adjust the amounts so demanded directly from the balance Monetary Consideration – II and/or Seller's Area and any shortfall of such dues, same shall be recoverable from the Seller;

4.3. The Monetary Consideration and the Seller's Entitlement, collectively form the consideration under this Sale Deed and to be performed as actions by the Purchaser for purchase of the Subject Land and are hereinafter collectively referred to as the "Consideration". It is hereby clarified that, the Seller shall not be entitled to alienate, sell, assign, transfer, create any encumbrance and/or third party rights of whatsoever nature and/or enter in any agreement in respect of the Monetary Consideration – II and/or Seller's Entitlement or any part thereof save and except as agreed between the Parties hereto in writing and the Purchaser shall have the first lien and charge over the same.

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 Mr. B. Ramesh Kumar 	 Mr. Kulapala Ashwini Prasad 

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4.4. Notwithstanding anything contained herein, the Monetary Consideration – II shall become due and payable and/or the Seller's Area / Seller's Entitlement shall be allocated/ allotted/ transferred/ handed over (as the case may be) to the Seller subject to terms and conditions mutually agreed between the Parties in writing and there being no Title Risk; and the Purchaser shall be entitled to adjust any cost, loss, expense, Title Risk cost, & such other amounts incurred by the Purchaser arising due to any default on the part of the Seller under this Sale Deed and/or any other document in writing executed between the Parties from the Monetary Consideration – II and the Seller's Area to the extent possible.

4.5. The Seller agrees and acknowledges that the Consideration agreed herein, and the manner of payment stated herein is a valid and sufficient consideration for the sale of Subject Land by the Purchaser under this Sale Deed and for compliance of all terms and conditions as stated herein.

## 5. ABSOLUTE TRANSFER OF SUBJECT LAND

5.1. The Parties hereto clearly acknowledge, agree and understand that notwithstanding anything else stated herein, (a) the title/ ownership to the Subject Land along with all the rights including development rights, other rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Purchaser absolutely, irrevocably and forever and free from any Encumbrance, by and under this Sale Deed on the date of execution and registration of this Sale Deed; (b) the Seller has handed over actual, legal, physical un-encumbered, unhindered, unfettered, undivided and vacant possession of the Subject Land to the Purchaser; (c) the Seller will not have any charge/ debt/ lien on Subject Land of any nature at any point of time; (d) the sale/ conveyance of the Subject Land in favour of the Purchaser has been concluded and effected by and under this Sale Deed on the Execution Date, and is not contingent upon action or occurrence of any future event whatsoever; and this Sale Deed shall not be terminable in nature, as title stands absolutely vested in favour of Purchaser on execution and registration of this Sale Deed.

5.2. The Seller hereby confirms and declare that, as of the Execution Date, they (or any person claiming through or under them, jointly or severally, ) has no residual rights in relation to the Subject Land surviving in each of its favour and the entire right, title, and interest of the Seller, in the Subject Land, stands fully extinguished and transferred to the Purchaser. Any rights, benefits or entitlements accruing to the Subject Land after the Execution Date shall be construed as the sole right and property of the Purchaser to the complete exclusion of the Seller.

## 6. COVENANTS

6.1. Simultaneous to the registration of this Sale Deed, the Purchaser has taken custody of all available originals of the Title Deeds pertaining to the Subject Land, as listed in Schedule-III hereto from the Seller. The Seller affirms that, other than the Title Deeds listed in Schedule-III hereto, there are no other original Title Deeds in respect of the Subject Land available with the Seller. In the

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event, the Seller come in possession of any other Title Deeds pertaining to the Subject Land which has not been handed over to the Purchaser, the Seller shall immediately hand over the same to the Purchaser.

- 6.2. That the Seller, prior to this Sale Deed, had approached, applied & procured several sanctions / no-objection certificates from local government bodies with an intention of carrying-out developmental activities over the Subject Land; however, as on date, the Seller has deemed it fit and necessary to sell the Subject Land favouring the Purchaser along with all rights (including development rights) and as such, in furtherance thereto, has also handed over procured license(s), approval(s), sanction(s), no-objection certificate(s), etc. from all such governmental bodies to the Purchaser (collectively referred to as "**Existing Approvals**"); the Seller shall always come forward and execute such necessary documents, applications, transfer letters, Power of Attorney(s), or such instruments which may be necessary to fully use the benefit of such approvals in the interest of the Purchaser and/or transfer such approvals in the name of the Purchaser. The list of such documents described in this Clause are more fully & clearly listed out in **Schedule-III** hereto.
- 6.3. The Seller has paid off all charges, taxes, levies, premium, dues, outgoings, statutory dues, demands including without limitation betterment charges, urban land taxes, vacant land tax, property taxes, electricity & water charges, water taxes, sewerage & other municipal charges, rent, duties and all such dues and outgoings (collectively "**Outgoings**"), payable to any authority in relation to the Subject Land up to the date of execution of the Sale Deed, and agrees to pay any arrears of charges/fee/ taxes and levies (including any penalties) relating to Subject Land for the period prior to execution and registration of this Sale Deed. Further, the Purchaser shall pay the Outgoings to any authority in relation to the Subject Land for the period beginning from the execution and registration of this Sale Deed to any authority.
- 6.4. Seller shall be solely responsible for rectifying and settling, at their own cost and expense, any issues pertaining to the Subject Land that may arise for the period prior to the execution of this Sale Deed, including but not limited to Title Risk, boundary disputes, third-party liabilities, or any other aspect of Applicable Law or incidents, which adversely affect or hinder the development, construction, sale, or marketing of the Project proposed to be developed on the Subject Land, and the Seller shall promptly address such matters upon written notification by the Purchaser. The Seller covenants to resolve any such issues to the satisfaction of the Purchaser within 30 days from the date of notice. In the event, the Seller fails to resolve such issue within the aforementioned timeline, then the Purchaser may at its discretion step-in and attempt to resolve such issue in the manner deemed fit by the Purchaser and the Seller shall be liable to pay such expenses / cost and/or any losses incurred by the Purchaser towards settlement/resolution of such issue and shall be reimbursed by the Seller within thirty (30) days from the date of intimation in this regard by the Purchaser. In the event, the Seller fails to refund such dues within the aforesaid timeline, the Seller shall be liable to pay interest at 12% (twelve percent) per annum, compounded annually, on the

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defaulted amount for the defaulted period. Parallelly, the Purchaser is at liberty to adjust the said dues as per Clause 4.4 above.

- 6.5. The Seller shall ensure presence of their authorised signatory / representatives for all formalities and procedure before all or any of the authorities for the absolute conveyance of the Subject Land in favour of the Purchaser and subsequent mutations/ change of ownership records, approvals, etc. before the concerned authorities without any demur or protest.
- 6.6. The Purchaser shall, at its sole cost and expense, be entitled to and shall have all the rights and entitlements to have the Subject Land mutated in its name in the revenue records and all other records maintained by the Governmental Authorities to reflect the name of the Purchaser as the owner of and in possession of the Subject Land. The Seller confirm that they shall, at the sole cost of the Purchaser, provide assistance and execute all such documents that may be required by the Purchaser inter alia for mutation of the Purchaser's name in the government records and any other records as may be required by the Purchaser.

## 7. REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE PURCHASER

- 7.1. The Seller does hereby represent and warrants to the Purchaser, that as on the Execution Date, each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner:

- (a) the Seller is the absolute owner of the Subject Land, and no other person or entity has any right, title, or interest (including any development rights) in or in any part of the Subject Land, or is entitled to the possession, occupation (including any tenancy, part interest or other interest), use or control of whole or any part of the Subject Land. The title and possession of the Seller to the Subject Land is actual, unfettered, clear and marketable and free from all Encumbrance. The Subject Land is vacant, contiguous, and freehold. The Seller has neither done nor been party to any act whereby its rights (including any development rights), titles or interests or possession in or over or in relation to the Subject Land or part thereof is in any way impaired or whereby it is prevented from transferring absolutely the Subject Land to the Purchaser;
- (b) that the Seller is competent to contract under this Sale Deed and that there are no restrictions / bar from entering into this Sale Deed from any competent court / tribunal;
- (c) the Seller is duly incorporated and validly existing under the laws of its jurisdiction. The Seller has undertaken all necessary actions and obtained the necessary approvals required for the execution, delivery, and performance of this Sale Deed, along with any instruments or agreements required hereunder. Nothing therin contravenes, violates, or constitutes a default of any Applicable Law, any agreement, or instrument to which the Seller is a party or by which it is or may be bound;

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- (d) the Seller has not done any act of commission or omission or allowed any person or party to do any act of commission or omission whereby the sale of Subject Land to Purchaser under this Sale Deed may be prejudicially affected;
- (e) the execution and delivery of this Sale Deed and the performance of the transaction contemplated herein has been duly authorized by its directors/ shareholders (as required under Applicable Law) and all necessary corporate (as applicable) or other action of the Seller; the execution and registration of this Sale Deed by the Seller and the consummation of the transaction contemplated hereunder shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses;
- (f) no petition for insolvency, or any analogous proceeding(s) under Applicable Law, in respect of the Seller is outstanding or initiated before any Government authority which will render this transaction as void;
- (g) that the Subject Land and/or this Sale Deed shall not have any bearing on the Seller's shareholders right to pledge their shares with any Financial Institution, Non-banking financial institution or to any third party, related or not, whether in connection of a loan or borrowing or guarantee or any lien of similar sorts;
- (h) the Seller affirms that there are no outstanding loans or advances from any individual(s), bank(s), financial institutions, or any other third party(ies) secured by mortgage or any form of encumbrance on the Subject Land. Furthermore, the Seller confirms that no guarantees have been provided that could adversely or prejudicially affect their rights to the Subject Land in any manner;
- (i) that Seller has provided to the Purchaser, appropriate no-objection certificates / sanction letters from banks / financial institutions in support of the representations and covenants made by the Seller in relation to the Subject Land under this Sale Deed;
- (j) that the Subject Land is free from any bank mortgage, guarantee, surety, charge, lien, claims, demand, attachments, bar/restriction; not under any purview against any debt, default, or impediment from any court/tribunal, banks, financial institutions, consortium of creditors, lenders, unsecured creditors (whether operational or otherwise), etc. which may prejudicially affect the sale of the Subject Land in favour of the Purchaser;

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- (k) the Seller does not require any approval/ permission for the transaction contemplated herein from any financial institutions/ companies from which the Seller has obtained any financial assistance(s)/ loan(s) and/or to whom the Seller has furnished guarantees;
- (l) the seller has not done and in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the sale of Subject Land to Purchaser under this Sale Deed may be prejudicially affected;
- (m) no notices have been served on and/or received by the Seller and no orders affecting or relating to the Subject Land nor any part thereof, under Applicable Laws, in relation to the Subject Land;
- (n) no consent from any third party or from any Governmental Authority/ department is required for the sale/ conveyance of the Subject Land to the Purchaser;
- (o) the Subject Land is accurately and properly transferred in the name of the Seller in the relevant revenue records and there is no part of the Subject Land for which the transfer of the khatha/mutation in the name of the Seller as absolute owner in possession, is pending or under objection;
- (p) the Subject Land and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever. No part of the Subject Land is affected by a subsisting contract for sale or other disposition of any interest (including by way of any collaboration / development agreement) in it. There are no arrangement(s) for sale (including by way of any collaboration / development agreement) or alienation of the Subject Land or any part thereof in any manner whatsoever with any other person(s) or inter se the Seller nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Subject Land in any manner whatsoever;
- (q) that the Seller have paid the entire sale consideration to their vendors/seller for the purchase of the Subject Land and the sources of funds for the acquisition are genuine and legitimate and such funds have been earned / arranged through valid and legal means;
- (r) the Seller shall be solely liable towards TDS and income tax (including interest and penalties) and/or any other taxes or charges (including sale consideration or any part thereof) paid or remaining payable with respect to the purchase of the Subject Land or any part thereof by the Seller from the erstwhile seller/ predecessors-in-title;
- (s) that there are no pending tax proceedings/ litigations against the Seller that can adversely affect the transfer of the Subject Land under Section 281 of the Income-tax Act, 1961 or any other provisions of the like nature under any Central or State enactments. In the event any liability

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devolves upon the Purchaser under the above section, the Purchaser can recover such loss or costs in the manner as provided above in this Sale Deed;

- (t) the Seller have obtained permission/ no objection certificate from the income tax authorities under Section 281 of the Income Tax Act, 1961 for sale/ transfer of the Subject Land to the Purchaser and the same is valid and subsisting;
- (u) the Seller have always held the Subject Land as a capital asset in their books of accounts and records as per income-tax authorities and that there are no income tax or indirect tax demands or proceedings upon Seller that can impact the transfer of the Subject Land. In the event any tax demand or other such amounts is raised upon the Seller by any of Governmental Authorities, same will be adjustable against the Monetary Consideration – II and/or Seller's Area.
- (v) there are currently, no demand and/or proceeding due and/or pending for which written demand / notice has been received by the Seller towards Goods and Service Tax Act, 2017 ("GST"), Income Tax Act, 1961, commercial taxes, direct and indirect taxes, and/or for taxes or of any department of the Government (Central and/or State), local body, public authority, court or tribunal, for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking and/or other taxes that can impact the transfer of the Subject Land. However, in case of any demand towards liability/interest/penalty arises in future against the Seller and/or against the Subject Land, in any event, then the Seller shall be responsible to defend, bear and pay the same to the concerned government authorities and furnish return with respect to the same within the prescribed timelines;
- (w) the Seller has duly filed its returns (including TDS returns, etc., any other compliances under the Income Tax Act, 1961) within the stipulated timelines for all the tax periods and have paid all the applicable taxes in all material aspects under the Direct tax laws as well as Indirect tax laws, as applicable;
- (x) there are no litigations, demand or outstanding in respect of taxes deducted at source by Seller, payable to Income Tax Authorities and all such outstanding amounts, if any, have been discharged by the Seller;
- (y) the Seller confirm that there are no Encumbrance on the Subject Land or any part thereof on account of any outstanding GST and/ or other indirect tax dues and/ or on account of any demand under Section 81 of CGST Act, 2017. The Seller has provided a certificate in format prescribed by the Purchaser from its statutory auditors /Chartered Accountant for no outstanding dues as mentioned under Section 81 of CGST Act, 2017;
- (z) any taxes including any interest or penalties, arising on account of transfer of the Subject Land in the hands of the Seller is the sole responsibility of the Seller. In the event, any tax authority

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creates an encumbrance on Subject Land, the Purchaser will have the right to settle such dues and recover any losses on account thereof from the Seller /from remaining Monetary Consideration and/ or Seller's Area;

(aa) the Seller has paid to date all taxes related to Subject Land, if any, stamp duties on Title Deeds vesting the Subject Land in favour of the Seller and all other amounts and outgoings payable to all authorities qua the Subject Land;

(bb) that there are no outstanding and/or subsisting tax liability, and that there are no pending tax proceedings/ litigations against the Seller that can adversely affect the sale of the Subject Land;

(cc) the Subject Land has frontage of approximately **200 feet** and access from 100 feet wide Golden Mile Road connecting from Nehru Outer ring road to Kokapet road;

(dd) the Subject Land enjoys the benefit of the multi-use zone corridor which grants a free FSI through its approx. 100 ft wide Golden Mile Road; Subject Lands is therefore capable of being developed for residential and/or commercial purposes under all applicable laws, rules and regulations including municipal, planning and zoning laws; there exists no events and/or circumstances and/or impediments affecting the development of the Subject Land or any part thereof;

(ee) neither the Subject Land is included in any notified or any schemes of improvement of any municipal authority or any other public body including but not limited to HMDA, Panchayat, GHMC, Central Government and/or State Government or any other Governmental Authority or such other government bodies which prejudicially affects the right, title and interest of the Purchaser to the Subject Land or any part thereof or prevent full desired development by restricting, altering, curtailing the Subject Land nor any such notice been received by or served upon Seller in respect of the Subject Land or any part thereof;

(ff) the Seller has, prior to the execution of this Sale Deed, made several representations, undertaken several obligations, covenants and undertakings in relation to the Existing Approvals for carrying-out developmental activities from the Government Authorities and all such representations made thereto are true, correct and stand valid. The Seller shall further sign & execute such necessary documents / papers which may better enable the Purchaser to take advantage of such representations in the interest of pursuing the Existing Approvals for development of the Subject Land favouring the Purchaser;

(gg) there is no bar or restriction which may prevent/restrain the Purchaser from undertaking the development of the Subject Land;

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Bangalore

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(hh) the Seller is in actual physical and unhindered possession, use, occupation, and enjoyment of the Subject Land. No third party has any tenancy, party interest or any other types of rights/ interest in the Subject Land or possession thereof;

(ii) the Subject Land is completely compounded by a boundary wall and surveyed by the concerned Government Authority and there are no boundary disputes in respect of the Subject Land with any adjoining landowners. There is no encroachment on the Subject Land by any third party, whatsoever and the Subject Land including its dimensions, extent and boundaries as mentioned in the Schedule-I to this Sale Deed are absolutely correct;

(jj) there are no pathways, government road, canals, gas pipeline, nala, rajkaluves, high tension wires, low tension wires, wells, tanks, bunds, vagu, passing through the Subject Land. The Subject Land or any portion thereof is not affected by any notification for reservations, acquisition, requisition, buffer requirements etc. by the government or any other local authorities;

(kk) the Seller represents that no construction, development (*except for compounding*) or infrastructure works were carried-out on the Subject Land; consequently, no laborers, skilled / unskilled workers, or of the like were employed or contracted. Furthermore, no permissions were sought or obtained for the operation or closure of a factory/ industry, and no financial obligations or benefits, including but not limited to MSME, IEM, loans (secured/unsecured from banks, financial institutions, NBFCs, etc.), asset mortgage, hypothecation, etc., were availed;

(ll) that the Seller do not have any open work orders issued to contractors and no outstanding costs, or costs that may arise in future due to open contracts, are payable in respect with any development work or any approvals on any part of the Subject Land;

(mm) neither the Subject Land nor any part thereof is 'forest land' or any other category of restricted land or protected area or wetland or falls in any eco sensitive zones, zone of influence, valley zone or any notified area/ zone which prevents, prohibits, or restricts the development/ construction on the Subject Land, in any manner and no notice has been received by the Seller from any governmental authority in this regard;

(nn) the Subject Land was/is not notified as a "defense land/military land" and no notice has been received by or served upon Seller in respect of the Subject Land or any part thereof in that regard by the Ministry of Defense which prejudicially affects the right, title, and interest of the Purchaser to the Subject Land or any part thereof or prevent full desired development on the Subject Land;

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(oo) the Subject Land nor any part thereof is NOT an assigned land and NOT a 'Government land'. The Subject Land is not a water body/waterlogged;

(pp) the Subject Land or any part thereof is NOT reserved for any public use or purpose and/or included in any public scheme of any governmental authority or any other public body;

(qq) no land forming part of the Subject Land is a Kharab land or is required to be surrendered or handed over for road widening or any other reservations of any nature to any person or government or semi-government or any other authority;

(rr) there is no religious structure including temple, mosque, church, or any other place of worship, mazar, burial ground, cemetery, crematorium, on the Subject Land or any portion thereof. No part of the Subject Land is dedicated orally or in writing to religious or charitable uses or used as a place of worship;

(ss) there is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Subject Land, whereby Seller is in any manner restrained, prohibited, prevented from transferring / selling the Subject Land in favour of the Purchaser by way of this Sale Deed or which could affect the rights of the Purchaser in respect of the Subject Land and/ or under this Sale Deed;

(tt) the Seller have been fully compliant with all the provisions and is not in contravention of Prevention of Money-Laundering Act, 2002 for all the periods upto the date of execution of this Sale Deed and that there are no ongoing, pending or threatened litigations, scrutiny or investigations under the provisions and applicable laws of Prevention of Money-Laundering Act, 2002;

(uu) there are no ongoing, pending or threatened litigations, scrutiny, or investigations under the Benami Transactions (Prohibition) Act, 1988 upon the Seller till the period as on date of this Sale Deed and the Seller represents that the Subject Land, or the Seller, is not in contravention of any of the provisions of the Benami Transactions (Prohibition) Act, 1988;

(vv) the Seller is not in breach or in contravention of the provisions of The Telangana Land Reforms (Ceiling on Agricultural Holdings) Act, 1973 and The Telangana Land Revenue Act, 1317 Fasli and rules with respect to the Subject Land;

(ww) there are no tenancy claims pending in respect of the Subject Land under the provisions of The Telangana Land Reforms (Ceiling on Agricultural Holdings) Act, 1973 (as amended from time to time) or otherwise;

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(xx) the Subject Land or any portion thereof does not come under the ambit of the Telangana (Scheduled Castes, Scheduled Tribes, and Backward Classes) Regulation of issue of community certificates act, 1993, as amended from time to time or otherwise;

(yy) no notices have been served on and/or received by Seller and no orders affecting or relating to the Subject Land nor any part thereof, nor have Seller been in breach or in violation of any land ceiling legislations, as applicable in the State of Telangana, in relation to the Subject Land;

(zz) there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority, preventing or restricting the undertaking of any development on the Subject Land or any part thereof;

(aaa) there are no pending Litigations nor is there any attachment or injunction on the Subject Land or in respect of the development thereof which could affect the rights of the Purchaser in respect of the Subject Land or any part thereof under this Sale Deed;

(bbb) that there are no liabilities pending including statutory dues or property tax, that affect the sale of the Subject Land including claims by the Seller's predecessor in title on the Subject Land;

(ccc) that the Subject Land is free-hold property and is not forming part of any lis pendens in any court / tribunal of competent jurisdiction and any Litigation against the Seller does not have any bearing on the Subject Land;

(ddd) No information pertaining to the Subject Land or the Seller, within the Purchaser's knowledge (whether actual or constructive), shall adversely affect any claim made by the Purchaser under Clause 4.4 or the indemnity specified in Clause 08. Furthermore, such information shall not operate to diminish or reduce any recoverable amount under these clauses;

7.2. The Purchaser hereby represents and warrants to the Seller that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner:

(a) it is duly incorporated and validly existing under the laws of its jurisdiction;

(b) it has the power and authority to execute, deliver and perform this Sale Deed subject to the terms contained therein and all necessary corporate or other action in this regard are undertaken;

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  Mr. B. Ramesh Kumar	  Mr. Kalpalashwini Ashwini Prasad

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- (c) the execution and delivery of this Sale Deed and the performance of the transaction contemplated herein (including obligations) has been duly authorised by its directors (as required under Applicable Law) and all necessary corporate (as applicable) or other action of Purchaser; and
- (d) the execution and registration of this Sale Deed in favour of the Purchaser and the consummation of the transaction contemplated hereunder shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; (iii) result in a breach of any provision of the Memorandum of Association or Articles of Association of the Purchaser.

## 8. INDEMNITY

8.1. Without prejudice to the rights and remedies of Purchaser stated in this Sale Deed and any other rights and remedies available under law and equity to the Purchaser, the Seller ("Indemnifying Party") do hereby indemnify, defend and hold the Purchaser, its officers, directors and agents for the time being and its successors ("Indemnified Party") and keep indemnified and harmless against any actual loss arising out of any actions, claims, demands, third party liabilities, costs and expenses (including attorneys' fees) arising on account of:

- i. un-paid taxes, municipal dues, statutory dues with respect to the Subject Land relating to period prior to execution and registration of Sale Deed; and/or
- ii. Any tax demands outstanding as on the date of this Sale Deed to the Income-tax authorities or any other Government authority including but not limited to authorities under VAT, Service Tax, Entry Tax, Customs Duty, GST, etc.; and/or
- iii. breach on part of the Seller of any of the terms and conditions, covenants and/or undertakings, representations, and warranties of the Seller under this Sale Deed and/or in case any of the representations, warranties, statements of the Seller is found to be false/incorrect under this Sale Deed and/or any Title Risk emanating on the Subject Land; and/or
- iv. any Encumbrances, Title Risk, defect, claims, labour claims, demands, suits, litigation, and proceedings of any nature from the Seller arising in respect of title or possession, or any matter connected with the Subject Land; and/or

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

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- v. any defect in the title of the Seller to the Subject Land or dispossession with respect to the Subject Land on account of title being defective (not due to any act of the Purchaser or persons claiming from or through it); and/or
- vi. any misrepresentation made to Governmental Authority/any other person/s in respect of the Subject Land including representations for carrying-out developmental activities; and/or
- vii. any false and/or non-disclosure by the Seller of all known facts or documents affecting the title or the right of the Seller to the Subject Land; and/or
- viii. impediment on the development of the Subject Land due to or arising out of any act or omission on the part of the Seller; and/or
- ix. by reason or by virtue of the non-performance and non-observance of any of the provisions of this Sale Deed or any other document executed between the Parties or any of them in connection with the Subject Land.

8.2. The liability of a Party under this Sale Deed shall not be affected by any change in its constitution, ownership or corporate existence or structure or any other similar change or its winding up/ or its absorption, merger or amalgamation with any other company, corporation or concern or takeover of management by any other company or concern.

8.3. The Purchaser is freely and absolutely acquitted, exonerated, released, and forever discharged by the Seller, saved, defended, kept harmless and indemnified, of, from and against, all former and other encumbrances, made, created, executed, occasioned or suffered by the Seller or by any other person claiming from, under or in trust for Seller or their predecessors in title.

## 9. JURISDICTION

This Sale Deed shall be subject to laws of India and relevant courts in Hyderabad, Telangana shall have exclusive jurisdiction thereon.

## 10. STAMP DUTY, REGISTRATION FEES AND COSTS

This Sale Deed shall be executed and registered in accordance with the laws of India. The entire incidence of the stamp duty and the registration fee including any other charges related thereto and/or any other document, deed, undertaking, affidavit, etc., as may be required by the Purchaser for perfecting the Purchaser's title in the Subject Land shall be solely borne by the Purchaser. The Parties shall bear their own legal costs and tax liability.

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

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## 11. NOTICES

All notices, approvals, instructions, and other communications for the purposes of this Sale Deed or the contemplated transaction shall be given in writing by personal delivery, email or by sending the same by speed post/ registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Clause. All notices referred in this Sale Deed or other communications shall be deemed to have been delivered (a) in case of delivery by hand, when hand delivered to the other Party and acknowledgement being given at the time of delivery; or (b) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (c) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

### If to the Seller:

Name of the Seller : **Soma Enterprise Limited**  
Address : Soma Enterprise Ltd. 2, Avenue 4, Banjara Hills, Hyderabad  
Telangana- 500034 IN  
Attention : **Mr. Ankineedu Maganti.**  
Email : [amaganti@soma.co.in](mailto:amaganti@soma.co.in)

### If to Purchaser:

Address : Godrej One, 5th Floor, Pirojshanagar Eastern Express  
Highway, Vikhroli (East), Mumbai City, Maharashtra-  
400079,  
Also, at : 10<sup>th</sup> Floor, Prestige Obelix, Kasturba Road,  
Bengaluru, KA- 560001  
Attention : Pramod Bisht (Zone Head South)  
Email : [pramod.bisht@godrejproperties.com](mailto:pramod.bisht@godrejproperties.com)

## 12. SUPERSEDE AND ENTIRE UNDERSTANDING

This Sale Deed, along with all its schedules and any other document/s, deeds executed contemporaneous herewith between the Parties, shall be the entire understanding between the Parties and supersedes all prior understandings, communications and correspondence and any other prior collaboration agreements, development agreements, memorandum of understanding, power of attorneys, agency agreements entered into between the Parties in respect of the Subject Land or any part thereof, and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Klapala Ashwini Prasad

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### 13. FURTHER ASSURANCES

13.1. The Seller shall and will, from time to time, and at all times hereinafter, at the sole cost of the Purchaser, do all such acts, deed and things as may be reasonably required by the Purchaser in relation to the Subject Land including but not limited to providing necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Purchaser as may be required and necessary for perfecting or better assuring the title of the Purchaser to the Subject Land.

13.2. The Parties have executed this Sale Deed without any pressure, duress, influence, coercion from any side.

13.3. The Parties hereby declare that they have read & understood the contents of this Sale Deed containing its terms, subject land, consideration paid, representations & warranties and the nature of this Sale Deed. The Parties further declare that they have executed and registered this Sale Deed voluntarily and without any coercion, fraud, misrepresentation, or undue influence. The Parties agree to abide by the provisions of this Sale Deed and to fulfil their respective obligations in good faith. The Parties also confirm that they have been explained the meaning and implications of this Sale Deed in their respective vernacular languages and that they have no objection or reservation in execution and registration of this Sale Deed.

#### SCHEDULE- I Description Of Subject Land

All that piece and parcel of land admeasuring Plot No. 3, Site No. III under Golden Mile Layout Project admeasuring Acres 3.0752 Cents equivalent to 14,883.97 Square Yards in equivalent to 12,444.89 Square meters, in Survey No. 147/P, of Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana - 500 081 India, and bounded as follows:

North by	::	Proposed 12-Meter-wide Road
South by	::	30-Meter-Wide Road & Open space
East by	::	Existing 36-Meter-wide Road
West by	::	Village Houses Sy No. 147 / P

For Seller	For Purchaser
 Mr. B. Ramesh Kumar	 Mr. Kalapala Ashwini Prasad

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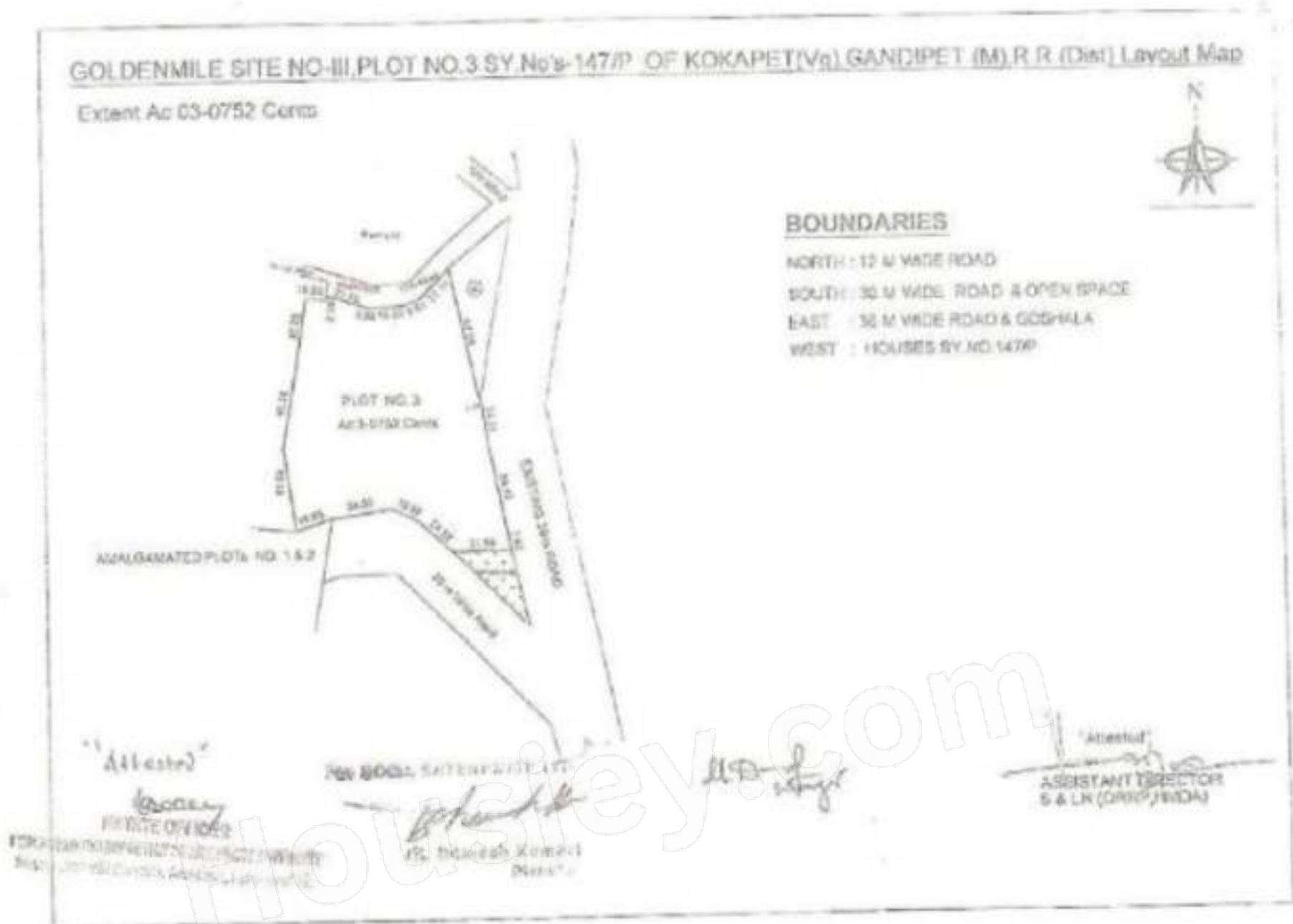
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## SCHEDULE - II

### (Demarcation of Subject Land)



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**SCHEDULE – III**  
**(List of Antecedent and current Title Deeds handed over to the Purchaser)**

<b>SL. No.</b>	<b>LIST OF DOCUMENTS</b>
1.	Original Confirmation cum Provisional Allotment Letters dated July 29, 2006, bearing number B2/7768/2006.
2.	Notice bearing number B4/7768/Site. III/Pl. No. 3/2006 dated January 7, 2021, issued by the HMDA to Soma Enterprise Limited.
3.	Original Pre-Final Allotment Letter cum Final Allotment Letter bearing number B4/7768/Site- III/Plot No. 3/2006 dated January 27, 2021, issued by HMDA to Soma Enterprise Limited.
4.	Panchnama dated January 27, 2021, wherein the vacant and physical possession of Subject Land was handed over by HMDA to Soma Enterprise Limited.
5.	Original Sale Deed dated January 28, 2021, registered as document number 1918 of 2021 executed by HMDA represented by its Estate Officer Mr. Kongi Gangadhar in favour of Soma Enterprise Limited represented by its authorised signatory/Director Mr. B Ramesh Kumar.

**Liaison Related Documents (Refer Clause 6.2)**

1.	No Objection Certificate for Height Clearance dated October 31, 2022, bearing number HYDE/SOUTH/B/102022/712748 Vide 622/22/HYD issued by the Airport authority of India in favour of Soma Enterprise Limited.
2.	Acknowledgment dated December 7, 2022, bearing number 470120002022 issued by the State Disaster Response & Fire Services Department, Government of Telangana ("Fire Department") to Soma Enterprise Limited, granting 'Provisional No Objection for Construction'.
3.	Environment Clearance dated March 23, 2023, bearing EC Identification No. EC23B038TG126275 in File No. SIA/TG/INFRA2/407906/2022, issued by the State Level Environment Impact Assessment authority (SEIAA) of Telangana State, under Ministry of Environment Forests & Climate Change, Government of India in favour of Soma Enterprise Limited granting Environmental Clearance.

\*\*\*\*\*[Rest of the Page is Intentionally left blank]\*\*\*\*\*

For Seller	For Purchaser
  Mr. B. Ramesh Kumar	  Mr. Kalapala Ashwini Prasad

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IN WITNESS WHEREOF THE PARTIES, HAVE EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

For and on behalf of the Seller	For and on behalf of Purchaser
  Mr. B.Ramesh Kumar (Authorised Signatory)	  Mr. Kalapala Ashwini Prasad (Authorised Signatory)

WITNESSES:

1. Sounder

Name: M. S. SOUNDER RAAJAN

Address: 95/2 RT, S.R.NAGAR,  
HYDERABAD - 500038

2.

Name: P. S. SRIKANTH

Address: A-204, VERTER PRIDE  
NILAMPET ROAD, HYDERABAD  
- 500085

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**EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SOMA ENTERPRISE LIMITED (COMPANY) AT THEIR MEETING HELD ON THURSDAY, THE 18<sup>TH</sup> JANUARY, 2024 AT THE CORPORATE OFFICE OF THE COMPANY THROUGH VIDEO CONFERENCING (V.C)**

**SALE OF COMPANY LAND AT KOKAPET, NEAR GANDIPET, AREA KOKAPET VILLAGE, RANGA REDDY DISTRICT, HYDERABAD, TELANGANA STATE:**

The Chairman informed the Board that the Company Land situated at Plot No. 3, Site No. III, under Golden Mile Layout Project, Survey No. 147/P, of Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana - 500 081 measuring 14,883.97 Square Yards (equivalent to 12,444.89 Square Meters or Acres 3.0752 Cents) ("Subject Land") held in the name of Company (Soma Enterprise Limited) is proposed to be alienated to Godrej Properties Limited.

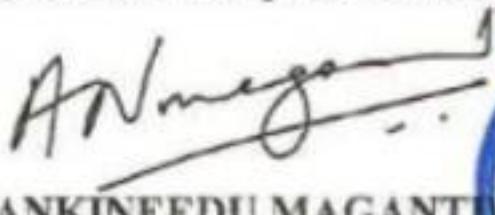
The Board discussed the matter and passed the following resolutions:

**"RESOLVED THAT** Sri B.Ramesh Kumar, Director of the Company be and is hereby authorised to sign and execute the sale deed for the Subject Land in favour of Godrej Properties Limited and get the sale deed registered at the Sub-Registrar's office, Gandipet, Area Kokapet Village, Ranga Reddy District, Hyderabad, Telengana State and to execute & sign such other ancillary documents; be and is hereby approved."

**"RESOLVED FURTHER THAT** Sri B.Ramesh Kumar, Director of the Company be and is hereby authorised to appear and represent the Company during the registration at Sub-Registrar's office, Gandipet, Area Kokapet Village, Ranga Reddy District, Hyderabad, Telengana State and to handover the registered sale deed in original and other relevant documents etc. to Godrej Properties Limited."

**// CERTIFIED TRUE COPY //**

For Soma Enterprise Limited

  
[ANKINEEDU MAGANTI]  
MANAGING DIRECTOR



**SOMA ENTERPRISE LTD**

CIN No. U55101MH1977PLC114178

2, Avenue 4, Banjara Hills, Hyderabad 500034

T +91 40 6653 8899 F +91 40 2332 1286

E info@soma.co.in [www.soma.co.in](http://www.soma.co.in)

Regd Office Soma Heights, 3, Siddhi Vinayak Society, Karve Road, Pune 411 038

INFRASTRUCTURE

EPC

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Godrej Properties Limited  
Regd. Office: Godrej One,  
5<sup>th</sup> Floor, Pirojshanagar,  
Eastern Express Highway,  
Vikhroli (E), Mumbai – 400 079. India  
Tel.: + 91-22-6169 8500  
Fax: + 91-22-6169 8888  
Website: [www.godrejproperties.com](http://www.godrejproperties.com)

CIN: L74120MH1985PLC035308

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED  
BY THE MANAGEMENT COMMITTEE OF THE BOARD OF  
DIRECTORS OF GODREJ PROPERTIES LIMITED AT ITS  
MEETING HELD ON FEBRUARY 06, 2024**

**“RESOLVED THAT** the Management Committee of the Board of Directors of the Company hereby approves and grants its consent for the execution of and the transactions contemplated under the following agreement(s):

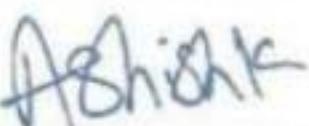
- a) **Absolute Sale Deed (“Sale Deed”):** to be entered into with Soma Enterprise Limited (hereinafter referred to as “Seller”) and Sowmya Properties Private Limited (hereinafter referred to as “Confirming Party”) to purchase and acquire piece and parcel of land measuring 14,883.97 Square Yards (equivalent to Acres 3.0752 Cents or 12,444.89 Square Meters) situated at Plot No. 3, Site No. III, under Golden Mile Layout Project, Survey No. 147/P, of Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana - 500 081 (“Subject Land”) from the Seller on an ownership basis, with a clear and marketable title together with all liberties, freehold rights, title, interest, estate, easements, privileges, advantages, appurtenances, and benefits thereto along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Subject Land and on the terms and conditions as mentioned in the sale Deed.
- b) **Agreement:** to be entered into with Seller, *inter alia*, to record the understandings of balance monetary consideration and other arrangements pertaining to the Subject Land on the terms and conditions as set out in the Agreement.

**RESOLVED FURTHER THAT** Mr. Pramod Bisht, Ms. Akila Jayaraman, Mr. Ashwini Kalapala, Ms. Debleena Banerjee, Mr. Seshagiri Babu and Mr. Mohammed Samiulla (hereinafter referred to as “Authorised Signatories”) be and are hereby severally authorized to sign, seal, execute and deliver the Sale Deed and Agreement Undertaking (hereinafter collectively referred to as “Transaction Agreements”) and any other agreement, deed, letter, documents incidental to the Transaction Agreements with a power to supplement or amend the Transaction Agreements for and on behalf of the Company.

**RESOLVED FURTHER THAT** Authorised Signatories be and are hereby authorised to admit execution and register Transaction Agreements and other document(s) at the sub-Registrar’s office and also to collect original registered documents from office of the Sub-Registrar on behalf of the Company.

**RESOLVED FURTHER THAT** the authority conferred by this resolution will be valid and subsisting till the above Authorised Signatories are in the employment of Godrej Properties Limited or any of its affiliate companies/entities and shall ipso facto cease to be operative on earlier of the date on which it is revoked by a resolution passed by the Board of Directors or its Committee or the date on which the Authorised Signatories cease to be in employment of Godrej Properties Limited or any of its affiliate companies/entities.”

Certified to be true  
For Godrej Properties Limited

  
Ashish Karyekar  
Company Secretary

Date of issue: March 13, 2024



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భారత విశ్వ గుర్తింపు ప్రాధికారింపు

భారత ప్రభుత్వం  
Unique Identification Authority of India  
Government of India

సంస్కరణ నెంబర్ /Enrolment No.: 2017/00002/03446

To : Boppana Ramesh Kumar  
(బోపణ రమేష్ కుమార్)  
S/O B/S R S V Prasad  
PLOT NO 294 ROAD NO 78  
PHASE III  
JUBILEE HILLS  
Hyderabad  
Hyderabad  
Andhra Pradesh - 500033

Date: 08/08/2011

Ref. No : 00000072-00049150-00032245



UA 03659893 0 IN

మీ Aadhaar సంఖ్య / Your Aadhaar No. :

**9291 3949 4599**

**Aadhaar - సామాన్యని హక్కు**



భారత ప్రభుత్వం  
GOVERNMENT OF INDIA

బోపణ రమేష్ కుమార్  
Boppana Ramesh Kumar  
పుట్టిన సంవర్షం / Year of Birth : 1958  
పుట్టిన వారు / Male



9291 3949 4599



సర్వేచమ్ములు

■ Aadhaar గుర్తింపుకు మాత్రమే నిరూపణ. బోపణ అన్నానికి కాదు.

■ గుర్తింపు నిరూపణలై, అనెలైన్లో నిర్మారణ పొందబడి.

■ విద్రోహ సహాయం అవసరమైనా కాదు.

ఫోన్ నెం. 1800 180 1947 లో సంప్రదించండి లేదా  
పోట్టొల్పాట్ నెం. 1947, బెంగళూరు - 560001 లో కుత్తరం రాయంది లేదా  
help@uidai.gov.in. కి ఈ-ప్రాయోర్ పంపండి.

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- To establish identity, authenticate online.
- In case any help is required :-

Call us 1800 180 1947 or;

Write to P.O. Box No. 1947, Bengaluru - 560 001 or;

Email: help@uidai.gov.in



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UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O B/S R S V Prasad, PLOT NO 294 ROAD NO 78, PHASE III, JUBILEE  
HILLS, Hyderabad, Andhra Pradesh, 500033

Address: S/O B/S R S V Prasad, PLOT NO 294 ROAD NO 78, PHASE III, JUBILEE  
HILLS, Hyderabad, Andhra Pradesh, 500033

**Aadhaar - Saamanyuni Hakku**

Boppana Ramesh Kumar

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భారత ప్రభుత్వం

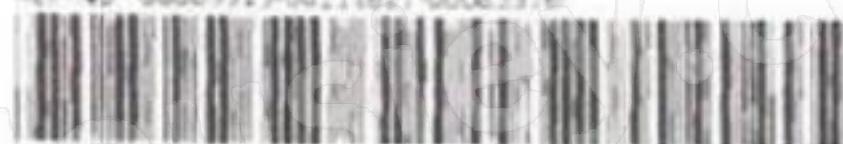
Unique Identification Authority of India  
Government of India

ఎంరెగ్రెస్/Enrolment No.: 1171/00164/04067

To : Kalapala Ashwini Prasad  
కలపల అశ్విని ప్రసాద  
S/o : Kalapala Ananda Kishore  
G-3 Aditya Apts  
S1 Malani Housing Colony  
Behind Sweet Heart Restaurant  
New Bowenpally  
Secunderabad  
Hyderabad  
Andhra Pradesh - 500009  
Mobile: 9930735856

Date: 18/10/2011

Ref. No.: 00004915-00111627-00085376



UA 07376973 5 IN

అధార్ సంఖ్య / Your Aadhaar No.:

**9370 3515 4567**

*PS.*

**అధార్ - సామాన్యని హక్కు**



భారత ప్రాధికార

GOVERNMENT OF INDIA



కలపల అశ్విని ప్రసాద  
Kalapala Ashwini Prasad  
జ.స్తోర్ వారియేడ / Year of Birth: 1986  
పురుషుడు / Male

**9370 3515 4567**



**అధార్ - సామాన్యని హక్కు**

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भारत सरकार  
Government of India

भारत विशेष गुटिंग्स प्राधिकार संस्था  
Unique Identification Authority of India

रजिस्ट्रेशन/ Enrolment No.: 2081/30063/17802

To  
मोम्पार शेख शौदर राजन  
Myoor Singam Sounder Raajan  
S/O Myoor Singam Dwarakanath  
H. no 7-1-621/59  
Sanjeevareddy Nagar  
Near M C H Play ground  
Sanjeevareddy Nagar  
Hyderabad  
Hyderabad Andhra Pradesh - 500038  
9819934841

Signature Not Verified  
Digitally Signed by  
CLOUDS4U.NET  
9819934841



मी आर संख्या / Your Aadhaar No. :

XXXX XXXX 1691  
VID : 9117 8261 1205 6551

ना आर, ना गुटिंग्स



भारत सरकार  
Government of India



मोम्पार शेख शौदर राजन  
Myoor Singam Sounder Raajan  
जन्म तिथि/DOB: 29/07/1990  
लूप्तिका/ MALE

Issue Date: 27/02/2012

XXXX XXXX 1691  
VID : 9117 8261 1205 6551

ना आर, ना गुटिंग्स



Government of India



नोट्स/विवर

- आर एक गुटिंग्स मानकी लारिंग्स है जो आप
- आपके लिए व्यक्ति के / अपने एक नंबर / अपने विवरों का विवरण दर्शाता है।
- इस आर के लिए आपको जानकारी दी जाती है।

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- आर देशभूत विवरों का एक विवर है। आपका जीवन का एक विवर है।
- आर देशभूत विवरों का एक विवर है। आपका जीवन का एक विवर है।
- आर देशभूत विवरों का एक विवर है। आपका जीवन का एक विवर है।

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- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

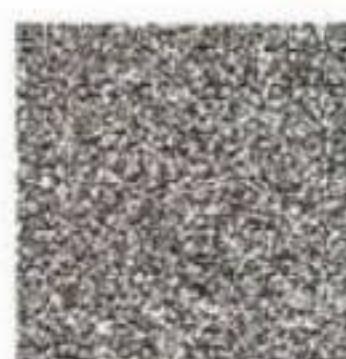


भारत विशेष गुटिंग्स प्राधिकार संस्था  
Unique Identification Authority of India



विवर:  
S/O मोम्पार शेख शौदर राजन, H. no 7-1-621/59, Sanjeevareddy Nagar, Near M C H Play ground, Sanjeevareddy Nagar, Hyderabad, Andhra Pradesh - 500038

Address:  
S/O Myoor Singam Dwarakanath, H. no 7-1-621/59, Sanjeevareddy Nagar, Near M C H Play ground, Sanjeevareddy Nagar, Hyderabad, Andhra Pradesh - 500038



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VID : 9117 8261 1205 6551

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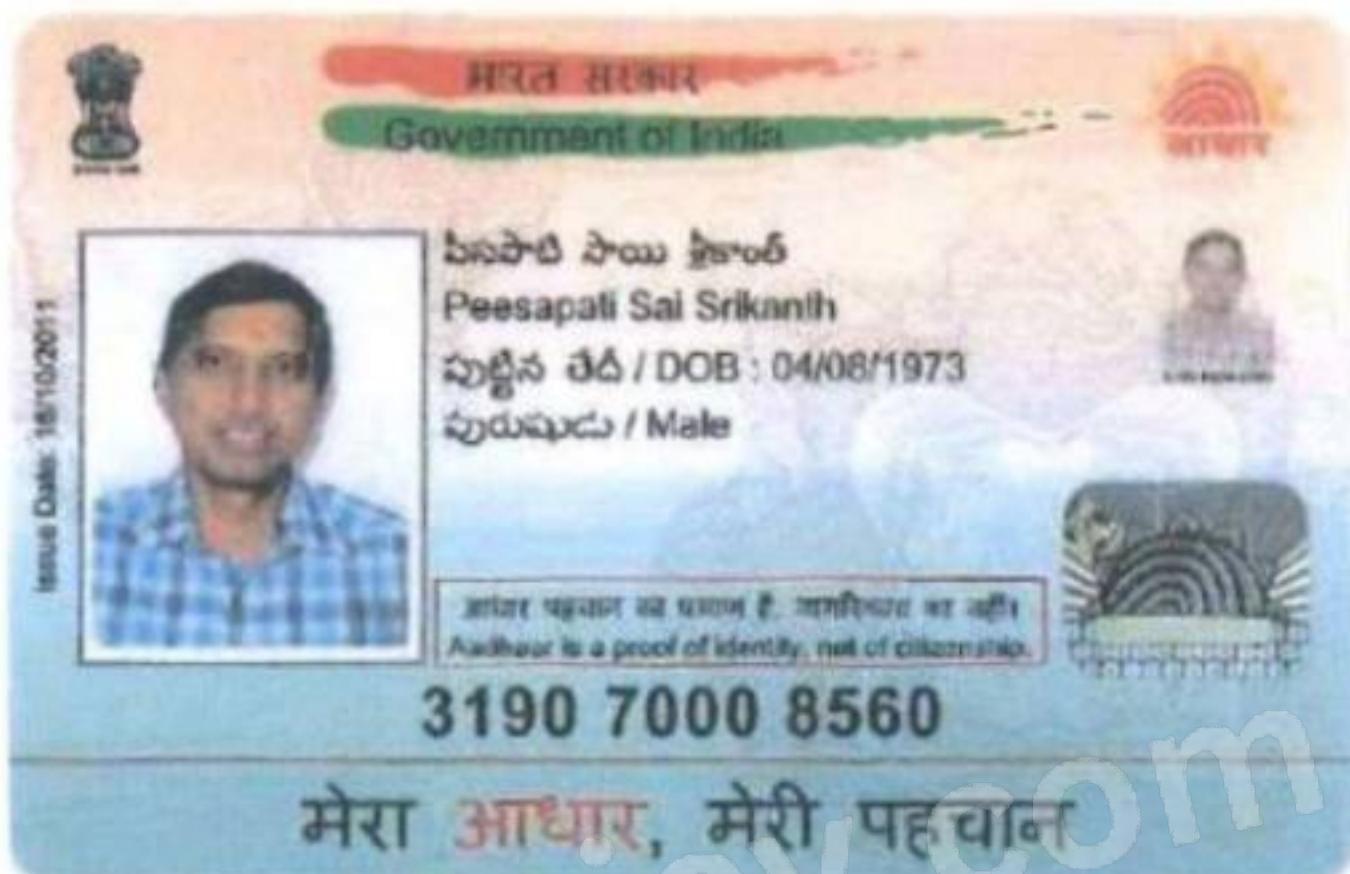
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3353/2024. Sheet 31 of 33 Sub Registrar  
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## Online Challan Proforma [SRO copy]

Registration & Stamps Department  
Government of Telangana

Challan No: 744RKG110324

Bank Code : SBIN

Payment : NEFT/RTGS

## Remitter Details

Name	GODREJ PROPERTIES LIMITED
PAN Card No	AAACG3995M
Aadhar Card No	
Mobile Number	*****864
Address	BENGALURU

## Executant Details

Name	SOMA ENTERPRISE LIMITED
Address	HYDERABAD

## Claimant Details

Name	GODREJ PROPERTIES LIMITED
Address	BENGALURU

## Document Nature

Nature of Document	Sale Deed
Property Situated in(District)	RANGAREDDY
SRO Name	GANDIPET

## Amount Details

Stamp Duty	95092350
Transfer Duty	25650000
Registration Fee	8550000
User Charges	1000
Mutation Charges	1710000
Haritha Nidhi	50

<b>TOTAL</b>	131003400
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Total in Words	Thirteen Crore Ten Lakh Three Thousand Four Hundred Rupees Only
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Date(DD-MM-YYYY)	11-03-2024
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Transaction Id	0851983626017
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Stamp & Signature	_____
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## Online Challan Proforma [Citizen copy]

Registration & Stamps Department  
Government of Telangana

Challan No: 744RKG110324

Bank Code : SBIN

Payment : NEFT/RTGS

## Remitter Details

Name	GODREJ PROPERTIES LIMITED
PAN Card No	AAACG3995M
Aadhar Card No	
Mobile Number	*****864
Address	BENGALURU

## Executant Details

Name	SOMA ENTERPRISE LIMITED
Address	HYDERABAD

## Claimant Details

Name	GODREJ PROPERTIES LIMITED
Address	BENGALURU

## Document Nature

Nature of Document	Sale Deed
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Transaction Id	0851983626017
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Stamp & Signature	_____
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3353/2024. Sheet 33 of 33 Sub Registrar  
Gandipet



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