

## **Facts culled out from the documents handed over**

**Dear Esteemed Members,**

The following few points are placed for your kind consideration:

### **I. MOU with Dev Realcon Private Limited**

An MOU was signed on 10 December, 2013 with M/s Dev Realcon Private Limited for purchasing about 17 acres of land for the Sansadiya Adhikari Welfare Society (SAWS). As per this MOU, it is the responsibility of M/s Dev Realcon Private Limited to arrange/aggregate all encumbrance free land for purchase by SAWS. Paras 4 and 23 of the MOU stated as under:

Para 4

**“The Consultant (M/s Dev Realcon Private Limited) shall ensure acquiring of the entire land with a maximum price of Rs. 3.49 crore per acre including all expenses except legal registration/stamp duty/registration fee/mutation charges or any other government charges as applicable, within a period of 120 days from the date of execution of this MOU.”**

Para 23

**“This MOU shall be effective from date of execution hereof and shall remain valid until expiry of 12 months of execution hereof of acquisition of the said land in terms of this MOU by the Proposed Buyer, whichever is earlier.”**

2. While the circle rate was Rs. 53 lakh per acre, the basis on which the purchase price of land was fixed at Rs. 3.49 crore per acre (excluding legal registration/stamp duty/registration fee/mutation charges or any other government charges as applicable) is not mentioned. **With Stamp Duty and Registration Charges, the total cost per acre comes to Rs. 3.82 crore per acre. This decision was made solely by the Governing Body without approval from the General Body Meeting (GBM), contravening established norms for financial transparency and due process.** In fact, the first GBM of SAWS was conducted on 27 June, 2015 after the purchase of the land. Additionally, no supporting documents for a market survey or competitive analysis was made available.

3. Moreover, the provisions of the MOU were substantially violated. The entire land of the Society was purchased over a period of 344 days from 26 March, 2014 to 04 March, 2015 against the stipulated 120 days. The outgoing office bearers continue to purchase land through the consultant without formally renewing or extending the agreement resulting in action that lack legal standing and authority. The last parcel of land measuring 6 Bigha 2 Biswa was purchased on 04 March 2015. The outgoing office bearers' action in this regard appears to have been conducted in bad faith rendering those transactions voidable.

4. As per Sale Deeds, in total, the outgoing office bearers purchased nine parcels of land measuring 85 Bigha 03 Biswa (about acres of land 17.74) through the consultant, including the purchase after the expiry of the validity of the MOU. The MOU was neither renewed nor extended/revalidated. No fresh agreement was also signed. As per the terms and conditions of the MOU, **the security deposit of Rs. 1 crore given to M/s Dev Realcon Private Limited ought to have been recovered** when the validity of the MOU expired on 09 December, 2014 or at least when the last parcel of land was purchased on 04 March, 2015. The recovery was not done. Immediate action should be considered to recover these funds.

5. The point to be noted here is that mutation and registry are put on hold indefinitely w.e.f. 19 November, 2017 in Khera Kalan area vide Order No. F.S/Co/AP/2017/ 405961 dated 19/11/2017 issued by the Settlement Officer. This fact is also mentioned in an agreement purportedly signed on 28 March, 2022 in plain paper between the outgoing office bearers and M/s Dev Realcon Private Limited and claimed to be an MOU by the outgoing office bearers (as an offshoot of the MOU signed on 10 December, 2013. This document has no legal validity). In view of this, further payment/depositing of money for purchasing land of SAWS by the outgoing office bearers to M/s Dev Realcon Private Limited should have been stopped. On the contrary, the outgoing office bearers allowed additional money to be deposited with M/s Dev Realcon Private Limited on the pretext of purchasing additional land. An amount of Rs. 2,32,24,605/- of the SAWS fund is now lying with M/s Dev Realcon Private Limited. (Rs. 2,32,25,137/- according to M/s Dev Realcon Private Limited). **It is the responsibility of the outgoing office bearers to recover this amount and get the same deposited in the bank account of SAWS.**

6. The fact that land of SAWS is in nine different parcels was never disclosed by the outgoing office bearers. As per rules, Mutation of the land purchased is to be get done within 30 days of purchase. In the case of SAWS, **Mutations for two Sale Deeds executed on 30 July, 2014 (22 Bigha 10 Biswa) and 04 March, 2015 (6 Bigha 2 Biswa) are still pending.** Mutation and registry have been put on hold w.e.f. 19 November, 2017 i.e. after more than two years and eight months of the last purchase on 04 March, 2015. It shows *malafide* intention. **This information was not disclosed to members in any GBM.**

## **II. SAWS Bank Statement**

7. **Bank account statement of SAWS as on 03 July, 2024 is as follows:**

(i) **Total Credit amount of SAWS: 85,22,46,491.00**

(ii) **Total Debit amount: Rs. 85,05,09,414.83**

(iii) **Closing Balance: Rs. 17,37,076.17**

(iv) **Minimum Balance to be maintained in SAWS Account as per undertaking dated 29.07.2022 given to RERA: Rs. 12,40,250.00**

(v) **Actual Bank Balance: Rs. 4,96,826.17**

## **III. Court Cases**

8. At present, SAWS has been fighting four court cases filed by members in RERA, REAT and High Court for refund of money with interest which entail substantial expenditure from SAWS. This fact was never revealed to the members by the outgoing office bearers. SAWS is not in a position to give refunds to the petitioners even if the courts give verdict for giving refund to them. In the worst case scenario, the courts may give directions for selling the land to give refunds and may appoint arbitrator for the same. The risk must be disclosed to the members and contingency plans, including settlement options should be explored.

## **IV. Minutes of General Body Meetings and Governing Body meetings**

9. The outgoing office bearers handed over only the minutes of the Governing Body meetings which lack authenticity and legal credibility as only the first pages are signed and the last pages are left unsigned and can be replaced/added any time at will. No original minutes of General Body Meetings have been handed over making it impossible to verify the legitimacy of the decisions taken in these meetings.

## **V. Crucial Document which have not been handed over**

10. Several crucial documents including the following documents have not been handed over:

(i). Cash Book/Financial Statements of the Society including the amount collected from the members, income generated from other sources, etc.

(ii). The new Governing Body has obtained Bank Account Statement of the SAWS current bank account since the beginning but the bank entries show cheque no., amount, debit and

credit transactions but not the name of the individuals in almost cases. It is not possible to verify and update the details of the members in the absence of Cash Book.

(iii). There is no Agreement with farmers or M/s Dev Realcon Private Limited for cultivating the agricultural land of the Society and **the income from the land has not been deposited in the Society's bank account since beginning.**

(iv). Original Audit Reports of the society along with the related documents and receipts for payment to the auditor;

(v). Remaining Receipt Books/Receipts (Nos. 1601 to 2000) along with the detailed statement of amount received through these Receipts. The lack of these financial records represents a significant gap in the Society's financial accountability.

**11. The new Governing Body requests the Esteemed Members to go through the above points carefully and give valuable and constructive solutions/suggestions for the issues confronting SAWS including giving refunds in the larger interest of the Members of SAWS in the Extra-Ordinary GBM to be held on 08 September, 2024. The best interest of SAWS' members must be prioritized in all future actions.**

**With warm regards,**

**The President and the Secretary, SAWS**



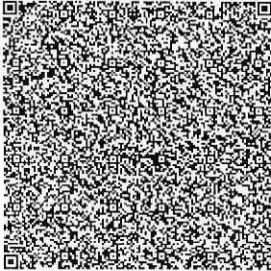
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL95558831116660L
Certificate Issued Date	: 09-Dec-2013 11:57 AM
Account Reference	: IMPACC (IV)/ dl739203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73920389009110393430L
Purchased by	: SANSADIYA ADHIKARI WELFARE SOCIETY
Description of Document	: Article Others
Property Description	: VILLAGE-KHERA KHURD, KHERA KALAN, DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DEV REALCON PVT LTD
Second Party	: SANSADIYA ADHIKARI WELFARE SOCIETY
Stamp Duty Paid By	: SANSADIYA ADHIKARI WELFARE SOCIETY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made at New Delhi this 10<sup>th</sup> day of December, 2013.

BY AND BETWEEN

**M/s Sansadiya Adhikari Welfare Society**, a Welfare Society incorporated under the provisions of the Society Registration Act 1860 and having its registered office at Building No. 120//6

*Suman Kumar Gargali*  
82m3k2

*Pushpender Singh*

*For Dev Realcon Pvt. Ltd.*  
Director

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#### Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





Village Bakhtawar Pur Delhi-110036, through its office bearers **Sh. S. K. Ganguli (President)**, **Sh. Vipin Kumar (Vice President)**, **Sh. S. R. Mishra (Secretary)**, **Sh. Pushpender Singh (Treasurer)** duly authorized vide its meeting held on 29/11/2013, (hereinafter referred to as "**Proposed Buyer**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the ONE PART;

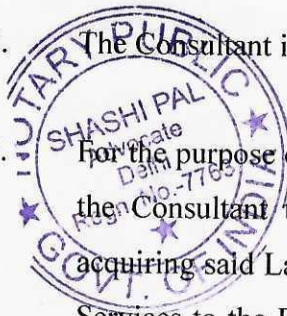
AND

**M/s DEV REALCON PVT. LTD.** a company is constituted under the provision of the Company Act 1956 having its Registered Office at 176 Village-Tigipur, Delhi-110036, Through its Director **Mr. Lokesh Kumar** resident of 176 Village-Tigipur, Delhi-110036, duly authorized vide Board resolution dated 28/11/2013 hereinafter referred to as "**Consultant**" which expression shall, unless it be repugnant to the subject or context thereof, include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

The Proposed Buyer and the Consultant are hereinafter individually referred to as Party and collectively as Parties.

**WHEREAS**

1. The Proposed Buyer is Sansadiya Adhikari Welfare Society and is desirous of purchasing approx 17 acres of land at P1 Zone declared under Master Plan Delhi-2021.
2. The Consultant is engaged in the business of real estate consultancy.
3. For the purpose of acquiring land at P-1 Zone, Delhi, the Proposed Buyer has approached the Consultant to obtain the Services (as defined hereinafter) of the Consultant for acquiring said Land (as defined hereinafter) and the Consultant has agreed to provide the Services to the Proposed Buyer for acquiring said Land on the terms and conditions set forth herein in this MOU.



*Shashi Kumar Ganguli*  
*20/12/13*

*Pushpender Singh*

For Dev Realcon Pvt. Ltd.  
*[Signature]*  
Director

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

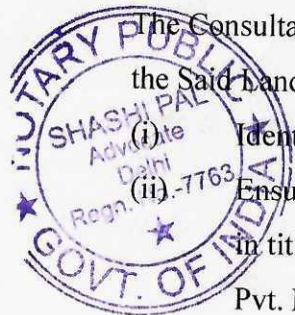


1. The Proposed Buyer hereby engages the Consultant for availing the Services of the Consultant for acquiring about 17 acres of land at and around village Khera Khurd/ Khera Kalan/ Naya Baans (P- 1 Zone), Delhi ("Said Land") on the terms and conditions set forth herein.
2. The Consultant hereby accepts the engagement for providing the Services to the Proposed Buyer for acquiring said Land on terms and conditions set forth herein.
3. The Parties hereby agree that while providing the Services, the Consultant shall act as representative of the Proposed Buyer. However, the Consultant shall not be entitled to make any commitment on behalf of the Proposed Buyer without prior written consent.
4. The Consultant shall ensure acquiring of the entire land with a maximum price of Rs. [3.49 Crore] per Acre including all expenses except legal registration/ stamp duty/ registration fee/ mutation /charges/ or any other govt. charges as applicable, within a period of 120 days from the date of execution of this MOU.

5. Scope of Services:

The Consultant shall provide the following services to the Proposed Buyer for acquisition of the Said Land:

- (i) Identification of the Said Land;
- (ii) Ensuring legality of land documents as the same is without any type of legal defects in title, land is not of gram Sabha/ minor/SC/ST or of under any acquisition of Govt., Pvt. Bodies, corporation etc. as well as not under Hypothecation /mortgaged etc.
- (iii) Obtaining confirmation from the Proposed Buyer for the land identified;
- (iv) Obtaining necessary approvals (if any) for acquiring of the said Land by the Proposed Buyer;




Saran Kumar Ganguli  
22/03/22

*[Signature]*

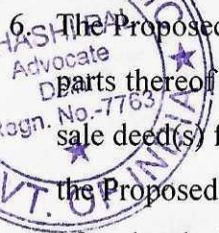
Pushpendra Singh

For Dev Realcon Pvt. Ltd.  
*[Signature]*  
Director



- 
- (v) Ensure acquiring of the Said Land with a maximum price of Rs. [3.49 Crore] per acre; including all expenses viz. consultancy, NOC etc.
  - (vi) Ensuring that the title of the Said Land is absolutely clear and without encumbrances in any manner whatsoever;
  - (vii) Arranging drafting of documentation for transfer of the Said Land in favour of the Proposed Buyer and/or its nominee(s);
  - (viii) Coordinating and arranging execution and registration of sale deed(s) transferring the Said Land in favour of the Proposed Buyer and/or its nominee(s); and ensure mutation of purchased land in favour of proposed buyer.
  - (ix) Any other services viz. extra land if required, fencing of land etc. as may be agreed between the parties for acquiring the said land from time to time.
  - (x) It shall be the sole and exclusive responsibility of consultant to resolve any dispute at any court of law/forum/authority pertaining to said land at their own cost and consequences even if cropped up at a later stage after mutation of the land in favour of purchaser.
  - (xi) However any dispute occurs due to late payment from Proposed Buyer than Proposed Buyer in itself responsible to resolve such dispute at any court of law/forum/authority pertaining to said land at his own cost.

**(hereinafter collectively referred to as "Services")**



6. The Proposed Buyer shall make payment of the consideration for transfer of the said Land or parts thereof to the consultant of the Said Land through DD/RTGS/CHEQUE/ CASH. The sale deed(s) for the Said Land or parts thereof shall be executed and registered in the name of the Proposed Buyer and/or its nominees. The cost and expenses for execution and registration of such sale deed(s) shall be paid and borne by the Proposed Buyer.

7. The Consultant shall inform the land identified by it for acquisition by the Proposed Buyer to the Proposed Buyer immediately on identification thereof. The Proposed Buyer within [07] seven days of receipt of such intimation shall confirm to the Consultant if it is interested in acquiring such land parcel or not. If the Proposed Buyer delays in confirming its decision in

Sovereign Kumar Ganguli  
*[Signature]*

*[Signature]*  
 Pushpender Singh

For Dev Realcon Pvt. Ltd.  
*[Signature]*  
 Director





this regard, the time limit provided in Clause 4 above for acquisition of the Said Land shall be extended for the period of such delay with enhancement of cost of the land.

- RTGS madam*
8. The proposed buyer shall pay through ~~cheque~~ an amount of Rs. 1,00,00,000/- (Rupees One Crore) to Consultant at the time of signing of this MOU as a security deposit.
  9. The Consultant shall adjust the amount of the Security Deposit mentioned at para 8 above at the last transfer of the land or at the time of registration of last sale deed of the land.
  10. All expenses to be incurred by the Consultant for providing the Services for acquisition of the Said Land by the Proposed Buyer including travelling, brokerage and commission etc. except the amount to be paid to the sellers of the Said Land, stamp duty and registration charges for sale deed(s) shall be paid and borne solely by the Consultant.
  11. All liabilities/claims with respect to the said Land upto the date of the execution and registration of sale deed(s) and mutation of the said Land in favour of the Proposed Buyer or its nominees shall be borne and dealt with solely by the Consultant and the Consultant shall keep the Proposed Buyer fully indemnified in this regard.

12. Indemnification by the Proposed Buyer:

The Consultant hereby acknowledges and confirms that the Consultant shall be entitled to make commitments to the sellers of the Said Land on behalf of the Proposed Buyer only after obtaining prior written consent of the Proposed Buyer.

13. Indemnification by the Consultant:

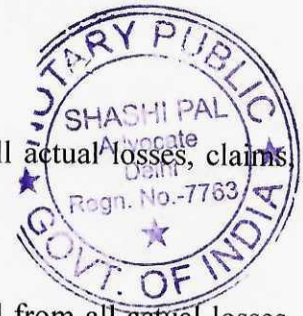
The Consultant hereby acknowledges and confirms that the post-dated Cheque deposited by the Consultant with the Proposed Buyer towards refund of the Security Deposit shall be honored upon its presentation on its due date in terms of Clause 11 above. In the event, the said post-dated Cheque is not honored on its presentation for any reason whatsoever, the

For Dev Realcon Pvt. Ltd.  
*[Signature]*  
 Director

*Sever Kumar Garg*  
*SEVER KUMAR*

*[Signature]*  
 Pushpendra Singh

Consultant shall keep the Proposed Buyer fully indemnified from all actual losses, claims, costs and liabilities incurred by the Proposed Buyer in this regard.



The Consultant shall also keep the Proposed Buyer fully indemnified from all actual losses, claims, costs and liabilities incurred by the Proposed Buyer due to breach of any obligations of the Consultant by the Consultant and/or his employees/nominee under this MOU.

The Consultant shall execute a separate indemnity bond in favour of the Proposed Buyer in this regard simultaneously with execution of this MOU.

17. The Parties have entered into this MOU on principle to principle basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

18. No waiver of any of the terms of this MOU shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

19. Each Party hereto shall pay and discharge its respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

20. All notices and other writings to be filed, delivered or served on the either Party pursuant to this MOU shall be in writing and shall be delivered by speed post, registered mail, email/fax return receipt requested at the registered office of the society and registered office of the consultant.

21. Each and every obligation under this MOU shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance MOU.

Sovan Kumar Ganguli  
Sambhar

Pushpendra Singh

For Dev Realcon Pvt. Ltd.  
Director



provided the fundamental terms of the MOU are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.



22. The Consultant shall not be entitled to assign its rights and obligation under this MOU to any third party without prior written consent of the Proposed Buyer.

23. This MOU shall be effective from date of execution hereof and shall remain valid until expiry of [12] months of execution hereof or acquisition of the Said Land in terms of this MOU by the Proposed Buyer, whichever is earlier.

24. This MOU shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

25. This MOU sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this MOU, nor any waiver of any rights under this MOU, will be effective unless in writing signed by the Parties.

Saran Kumar Gangul.  
SMBK.

fah3m2

Pushpendu Singh

For Dev Realcon Pvt. Ltd.  
Director





IN WITNESS WHEREOF the Parties hereto acting through their respective authorized representatives have signed and executed this MOU on the date and place as above mentioned



Signed and delivered by  
Within named the Proposed Buyer

Signed and delivered by  
Within named the Consultant

*Sovan Kumar Ganguli*

1. Sh. S. K. Ganguli (President)

*Vipin Kumar*

2. Sh. Vipin Kumar (Vice President)

*S. R. Mishra*

3. Sh. S. R. Mishra (Secretary)

*Pushpender Singh*

4. Sh. Pushpender Singh (Treasurer)

Sh. Lokesh Kumar (Director)  
M/s DEV REALCON PVT. LTD.

For Dev Realcon Pvt. Ltd.  
*Lokesh Kumar*  
Director



Witnesses :

NAME

ADDRESS

SIGNATURE

1. Pankaj Chahlat

203, Vill Tigiphar

*P. Chahlat*

2. VIJOD K.R. SHARMA

C-321, Gole Market, Albert  
Square, New Delhi - 110001

*V.K. Sharma*



ATTESTED

Notary Public, Delhi

21 DEC 2013

Memorandum of Understanding/Agreement to Sale

This Memorandum of Understanding is made at Delhi, on this 28<sup>th</sup> Day of March, 2022 between M/s Dev Realcon Pvt Ltd having its office at Khasra No- 14/19, ground floor, Village Tigipur Landmark Near MCD Primary School , North Delhi- 110036 through its Director Sh. Lokesh Kumar , hereinafter called the First Party (vendor)

And

M/s Sansadiya Adhikari Welfare Society (SAWS) having its office at Khasra no. 52//20 Hiranki Road, Village Bakhtawar Pur Delhi-110036, through Sh. S R Mishra (Secretary) & Sh. Pushpender Singh (Treasurer) herein after called the Second Party (purchaser).

The expression of the first and the Second Party shall mean and include, unless repugnant to the context, their representatives, heirs, successors, legal representatives, administrators, nominees and assignees etc.

Recitals

Whereas both the parties signed a Memorandum of Understanding for the purchase of approximately 17 acres of land in village Khera Kalan Delhi-110036 on 09 December 2013.

Approximately 17.739 acre already purchased and duly mutated in the name of the said society (SAWS), approximately 8 bighas of land remains to be registered from the same khasras.

Whereas on 19<sup>th</sup> December, 1996 and 5<sup>th</sup> March, 1997, notification under Section 14 (1) of the THE EAST PUNJABHOLDINGS OF (CONSOLIDATION AND PREVENTION OF FRAGMENTATION) ACT, 1948 was issued for consolidation of holdings in village Khera Kalan, Delhi.

Whereas the settlement officer with file no. F.S/CO/AP/2017/ 405961 dated 19/11/2017 passed an order to stop the issuance of NOC and Mutation with respect to Village Khera Kalan (copy attached).

*Pushpender Singh*  
*Suman Kumar Ganguli*

For DEV REALCON PVT LTD.  
*Gbm Kmr*  
Authorized Signatory

The above order bound both the parties to execute any activity in Village Khera Kalan.

Whereas due to stop the issuance of NOC and Mutation with respect to Village Khera Kalan, there is pendency in execution of registration process of approximately 3 bigha 3 biswa 17 biswansi considering the fund available with the Society.

Whereas Vendor is the absolute and lawful owner and in possession of agriculture land measuring 3 bigha 3 biswa 17 biswansi out of khasra no. 95//25(2-16) 96//21/1(2-3) 96//21/2(2-6) 96//22(1-0) 96//19/2(1-3) 98//1(1-0), situated in the Revenue estate of village Khera Kalan.

The first party already received entire sale consideration of Rs 2,32,24,605/- (Rupees Two Crore Thirty Two Lakh Twenty Four Thousand Six Hundred Five Only) against the sale of agriculture land measuring 3 bigha 3biswa 17 biswansi out of khasra no. 95//25(2-16) 96//21/1(2-3) 96//21/2(2-6) 96//22(1-0) 96//19/2(1-3) 98//1(1-0), situated in the Revenue estate of village Khera Kalan.

And Whereas the vendor is absolute/actual owner of the above said property acquired from Devender Singh Rana, Ravinder Rana, Devender Kaur & Vikas Dahiya by virtue of sale deed/lease deed/gift etc. registered at Sub-Registrar VI E Libaspur Delhi and as such the first party is fully competent and has full and unfettered power to transfer/sell/lease/mortgage the said property and to execute this agreement for sale.

And whereas the First Party for his lawful and bonafide needs and requirements has agreed to sell and Second Party has agreed to purchase the said property, with all rights, titles of the same interests for a total sum of Rs 2,32,24,605/- (Rupees Two Crore Thirty Two Lakh Twenty Four Thousand Six Hundred Five Only) as per provisions of Memorandum signed in the year 2013.

*RMB*  
Rishpendra Singh  
Suman Kumar Ganguli

For DEV REALCON PVT. LTD.  
*Charn Durr*  
Authorised Signatory



NOW THIS MEMORANDUM OF UNDERSTANDING/AGREEMENT TO SALE WITNESSETH AS UNDER:-

1. That in pursuance of the said agreement and in consideration of receipt of Rs 2,18,15,859 (including security money of One Crore only) through various Cheque/ RTGS as per terms and conditions settled in MOU & Agreement on and Rs 14,08,746 (adjusted with amount to be paid for land cost) received as rent from Farmers who are cultivating land owned by Sansadiya Adhikari Welfare Society (SAWS) from (Vendee)

And the receipt of the same is hereby admitted and acknowledged in respect of the sale of the said property by the Vendor. Vendor hereby agrees to sell, convey, transfer and assign all his rights title and interest in the said property (3 bighas, 3 biswas and 17 biswansi) along with lease hold right, superstructure, fixture and fittings and other fittings, unto the Vendee.

2. That the actual vacant and physical possession of the said property will be delivered by the Vendor to the Vendee at the time of registration of the sale deed after issuance of NOC by the concerned department that has been stopped by settlement officer with file no. F.S/CO/AP/2017/ 405961 dated 19/11/2017 (copy attached).

3. That the Vendor further assures the Vendee that prior to this agreement to sell, he has not entered into any kind of agreement of any nature, what so ever and also during the course of this agreement, the Vendor shall not enter into any kind of agreement or create any kind of encumbrances, charge or lien of any nature what so ever and shall indemnify Vendee or the nominees for losses and damages for the same.

4. That in case the Vendor does not perform its part of the contract then the Vendee shall be entitled to enforce this contract by way of Specific Performance before the appropriate court at the risk and cost of the Vendor without prejudice to rights of the Vendee to seek other compensation/remedies.

5. That it has been agreed upon between the parties that the Vendor shall keep the Vendee indemnified and free from all losses/damages which may be suffered, incurred, undergone

Sampat  
Pushpendra Singh  
Saran Kumar Ganguli.

(3)

For DEV REAL ESTATE LTD.  
Am Kumar  
Authorised Signatory

In witness whereof, the parties have signed and affixed their signatures thumb mark on this agreement to sale deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses

Witness

[Signature]

Pushpinder Singh  
Saran Kumar Ganguli

vendor

DEV DEV REALCON PVT LTD.

[Signature]  
Authorized Signatory

Registration Date

Handing and Taking Over of Original Land Ownership Detail and Documents on 29th July 2024

SL. NO	PARTY	MUSTIL/KHSRAS	AREA	Pages	EXPENSE	AMOUNT
1	Parsvnath Developers	51//21(1-3), 21(0-05), 52//25(1-1), 25(1-1), 59//8(2-14) 60//1(4-14), 2(1-2), 2(2-1), 10(0-16), 11(0-10), 86//9(3-5), 15 (2-16)	21 BIGHA 8 BISWA	13	LAND COST STAMP 6% 1%	178333400 10700004 1783334
					TOTAL	190816738

26-05-2014

2	DEVENDRA SINGH RANA & OTHERS	52/24(4-16), 59/4(4-16), 7(4-16), 80/8(3-0), 9(4-16), 10(4-16)	22 BIGHA 10 BISWA	14 (ORIGINAL MUTATION NOT RECEIVED )	LAND COST STAMP 6% 1%	163594000 9815640 1635940
					TOTAL	175045580

30-7-14

3	PRADEEP RANA	52/24 (4-16), 59/4 (4-16), 7(4-16, 80/8(3-0) 9(4-16), 10(4-16), 95//25(2-16), 96//21(1(2-3), 21//2(2-6) 22(1-0), 96//19/2(1-3), 98//1 (1-0)	6 BIGHA 2 BISWA	14 (ORIGINAL MUTATION NOT RECEIVED )	LAND COST STAMP 6% 1%	39713600 2382816 397136
					TOTAL	42493552

04-03-2015

4	HARISH AND MUKESH RANA	79//8(4-16), 18(4-16), 13(4-16), 80//11(2-8)	16 BIGHA 16 BISWA	18	LAND COST STAMP 6% 1%	94850000 6951000 948500
					TOTAL	102749500

30-09-2014

P. Subbendra Singh  
29.06.24

26-05-2014

26-05-2014

26-05-2014



Registration  
Date

07-04-2014

SL. NO	PARTY	MUSTIL/KHSRAS	AREA	Pages	EXPENSE	AMOUNT
5	Abhishek Aggarwal	79//14(2-8), 16 (0-7), 17 (2-3)	4 BIGHA 18 BISWA	11	LAND COST	35627100
					STAMP 6%	2137626
					1%	356271
					TOTAL	38120997

26-03-2014

6	Naresh Mittal	86//1(2-7), 2(0-11), 9(0-2)	3 bigha	11	LAND COST	21812500
					STAMP 6%	1308750
					1%	218125
					TOTAL	23339375

30-3-2014

7	Naresh mittal (H)	86//2(4-5)	4 bigha 5 biswa	11	LAND COST	32937500
					STAMP 6%	1976250
					1%	329375
					TOTAL	35243125

26-03-2014

8	SHASHI GARG	86//16(3-16)	3 BIGHA 16 BISWA	11	LAND COST	27629500
					STAMP 6%	1657770
					1%	276295
					TOTAL	29563565

26-03-2014

9	PRIYA MITTAL	60//20 (2-8)	2 BIGHA 8 BISWA	11	LAND COST	17450000
					STAMP 6%	1047000
					1%	174500
					TOTAL	18671500

TOTAL :	656043932
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85 BIGHA 3 BISWA

17.74 Acre

29/6/2014

Rukpanda Singh  
29.06.2014

24/6/2014

24/6/2014