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Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date : 24/07/2024

Certificate No. G0X2024G4767

GRN No 119309974

Stamp Duty Paid : ₹ 12464500

Penalty : ₹ 0

Seller / First Party Detail

Name: Deepak Chauhan

H.No/Floor : 50 Sector/Ward : Na LandMark : Begumpur khatola narsinghpur

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 95*****90 Others : Vinod kumar, rajpal, urmila devi, yogesh, ankit chauhan

Buyer / Second Party Detail

Name : Galaxy magnum Projects Private limited

H.No/Floor : 151a Sector/Ward : Na LandMark : Basement club road sainik farms

City/Village : New delhi District : New delhi State : Delhi

Phone : 95*****90

Purpose : SALE DEED

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

SALE DEED

This **SALE DEED** is made and executed on this 26th day of July 2024 at Gurugram, Haryana (hereinafter referred to as "**Sale Deed**");

BY

- Deepak Chauhan** (Aadhar Card No. 9686-1110-8507 and PAN Card No. ASPPC3847A), S/o Shri Om Parkash Chauhan, resident of 50, Village Begumpur Khatola (101), Gurugram, Narsinghpur, Haryana, 122001;
- Vinod Kumar** (Aadhar Card No. 8263-2997-0472 and PAN Card No. CNAPK7241N), S/o Shri Sant Singh, resident of H.NO-50, Saraswati High School, Begumpur Khatola, Gurugram, Haryana, 122001;
- Rajpal** (Aadhar Card No. 5587-6551-5024 and PAN Card No. BAZPP2536D), S/o of Shri Sant Singh, resident of 174, Sector 4, Gurugram, Haryana, 122001;
- Urmila Devi** (Aadhar Card No. 2964-0005-9343 and PAN Card No. GYZPD280J), wife of Late Shri Kuldeep, resident of House NO-50, Sarswati High School, Sector-74, Begumpur Khatola (101), Farrukhnagar, Gurugram, Haryana, 122004;

For Galaxy Magnum Projects Pvt. Ltd.

Authorized Signatory

Deepak Chauhan
Ankit Chauhan
Rajpal
Urmila Devi



Reg. No.

Reg. Year

Book No.

5596

2024-2025

1



विक्रेता



क्रेता



गवाह



विक्रेता :- दीपक राजपाल विनोद ललित अंकित चौहान श्रीमती उर्मिला
देवी _____ उप/संयुक्त पंजीयन अधिकारी
YOGESH

क्रेता :- thru INDER CHAND PRAJAPATOTHERMS GALAXY MAGNUM PROJECTS PVT
LTD _____

गवाह 1 :- MANOJ KUMAR _____

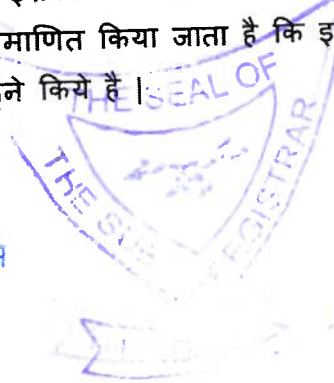
गवाह 2 :- HEMRAJ _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5596 आज दिनांक 26-07-2024 को बही नं 1 जिल्द नं 292 के पृष्ठ नं 20 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2366 के पृष्ठ संख्या 1 से 5 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 26-07-2024

उप/संयुक्त पंजीयन अधिकारी कादीपुर



5596

5. **Yogesh Chauhan** (Aadhar Card No. 6751-6094-2910 and PAN Card No. AXSPC5223C), S/o Late Shri Kuldeep Singh, resident of H.NO-50, Saraswati High School, Begumpur Khatola, Gurugram, Haryana, 122001;
6. **Lalit** (Aadhar Card No. 8503-9365-5478 and PAN Card No. AKUUPL9479N), S/o Late Shri Kuldeep Singh, resident of H.NO-49, Saraswati High School, Begumpur Khatola, Gurugram, Haryana, 122001;
7. **Ankit Chauhan** (Aadhar Card No. 7950-7812-3066 and PAN Card No. BIDPA0636C), S/o Late Shri Kuldeep, resident of H.No. 49, Saraswati High School, Begumpur Khatola, Gurugram, Haryana – 122001

(hereinafter collectively referred to as the "**VENDORS**", which term and expression shall, unless it be contrary to or repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, successors-in-title, successors-in-interest, legal successor, associates, affiliates, administrators, nominees, executors and permitted assigns etc.), being party of the **FIRST PART**;

IN FAVOUR OF

M/s Galaxy Magnum Projects Private Limited (CIN U45201DL2020PTC373362, PAN-AAICG6737F) a company validly existing under the provisions of the Companies Act, 2013, having its registered office at 151A, Basement, Club Road, Sainik Farms, Western Avenue, New Delhi – 110068, **acting through its Authorized Signatory Mr. Inder Chand Prajapat (Aadhar No. 4446 5997 4607)** s/o Sh. Ganga Vishan Prajapat, duly authorized vide board resolution dated 20.03.2024 (hereinafter referred to as "**VENDEE**", which term and expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, executors, nominees and permitted assigns), being part of the **OTHER PART**.

The term "**VENDORS**" and "**VENDEE**" are individually referred to as such or as "**Party**" and collectively referred to as "**Parties**".

WHEREAS:

- A. The VENDORS represent, unequivocally declare, assure, covenant, warrant and confirm to the VENDEE that they are the sole and absolute, legal and rightful owners and otherwise well and sufficiently entitled to all that piece and parcel of contiguous land admeasuring approximately 12 Kanal 19 Marla falling in Khewat No. 234//207 Khatauni No. 264, of the revenue estate of Village Begumpur Khatola, Tehsil Kadipur, District Gurugram, comprised in Rectangle no. 34 Khasra no. 2/2 (2-16), Khasra no. 9 min (4-0) & Khasra no. 12/1 (6-3)

Defile
Ankit Chauhan
Lalit
[Signature]



Authorized Signatory

For Galaxy Magnum Projects Pvt. Ltd.

यह प्रलेख आज दिनांक 26-07-2024 दिन शुक्रवार समय 3:18:00 PM बजे श्री/श्रीमती/कुमारी दीपक पुत्र ओमप्रकाश राजपाल पुत्र सन्त सिंह विनोद पुत्र सन्तसिंह ललित पुत्र कुलदीप सिंह अंकित चौहान पुत्र कुलदीप सिंह श्रीमती उर्मिला देवी विधवा कुलदीप सिंह निवास . द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

दीपक राजपाल विनोद ललित अंकित चौहान श्रीमती उर्मिला देवी

सयक्ता उप-पंजीयन अधिकारी NT Kadipur

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दापक राजपाल विनोद ललित अंकित चौहान श्रीमती उर्मिला देवी

दिनांक 26-07-2024

संयुक्त उप पंजीयन अधिकारी NT Kadipur

MS GALAXY MAGNUM PROJECTS PVT LTD thru INDER CHAND PRAJAPATOTIHER हाजिर है।

प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी MANOJ KUMAR पिता . निवासी ADV GGM व श्री/श्रीमती/कुमारी HEMRAJ पिता NANAK CHAND निवासी GGM ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 26-07-2024

संयुक्त उप पंजीयन अधिकारी NV Kadipur

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in the revenue estate of Village Begumpur Khatola, Tehsil Kadipur, District Gurugram, State of Haryana, India, vide of the Fard Jamabandi for the year 2018-19, and Mutation No. 4493 sanctioned on dated 16.08.2022, respectively, as more particularly described in the '**Schedule-I**' to this Deed and as marked in red in the site plan annexed hereto as '**Annexure - I**', (hereinafter referred to as the "**Said Land**");

- B.** The VENDORS and the VENDEE along with other land owners entered into a Collaboration Agreement dated 27.03.2024 for development of an IT Project or any other development as the Developer (the VENDEE herein) may in its sole discretion deem fit (hereinafter referred to as the "**Collaboration Agreement**").
- C.** In terms of the said Collaboration Agreement, it was agreed that the Developer (the VENDEE herein) has the sole and absolute option to purchase the Said Land along with irrevocable, non-terminable, non-cancellable and exclusive development rights in respect thereof including but not, limited to ground coverage, density, FAR, FSI, permissible on the Said Land including Green FSI, TDR, TOD FSI etc. along with all rights, entitlements, benefits, interests, easements, title, privileges appurtenant thereto free from any and all Encumbrances. It was further agreed that as and when the Developer (the VENDEE herein) proceeds to purchase/acquire the Said Land, the VENDORS herein shall be obligated to immediately execute and register the sale deed in respect of the Said Land in favour of the VENDEE (Developer therein).
- D.** In the event that the Developer (the VENDEE herein) decides to purchase the Said Land, the VENDORS herein shall not be entitled to receive any area towards Land Owner's Allocation (as defined in the said Collaboration Agreement) and the entire amount paid by the Developer (the VENDEE herein) to the VENDORS towards non-refundable security deposit shall be adjusted against the Total Sale Consideration as mutually agreed between the Parties herein.
- E.** The VENDORS for their bona-fide needs and requirements have agreed to irrevocably sell, convey, transfer and assign the Said Land in favour of the VENDEE, absolutely free and clear from any sort of Encumbrance (as defined hereinafter) of any nature whatsoever, and the VENDEE has agreed to purchase the same for a total sale consideration of sum of Rs. 17,80,62,500/- (Rupees Seventeen Crores Eighty Lakhs Sixty Two Thousand and Five Hundred only) subject to the tax deductible at source (TDS) as per the provisions of Income Tax Act, 1961 as applicable for the time being in force (hereinafter referred to as the "**Total Sale Consideration**").

Authorised Signatory

Authorised Signatory

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Yodhanga Panchayat



Yodhanga Panchayat

- F. The VENDEE, relying on the representations and warranties of the VENDORS, has agreed to purchase the Said Land and the Parties are hereby executing this Sale Deed in terms of these presents to reduce the terms and conditions for sale / purchase of the Said Land in writing.

NOW IN TERMS THEREOF THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. That in consideration of irrevocable and absolute sale, conveyance, transfer and assignment of the Said Land by the VENDORS in favour of the VENDEE, an all-inclusive amount of Rs. 17,80,62,500/- (Rupees Seventeen Crores Eighty Lakhs Sixty Two Thousand and Five Hundred only) has been fixed and agreed upon by and between the Parties hereto as full and final sale consideration for the Said Land, which has been paid by the VENDEE to the VENDORS as under:

Payment Receipt

Name of Recorded Owners / Khatedar	Amount (In Rs.)/-	Cheque/RTGS	Date	Drawn On
Deepak Chauhan	41,00,000/-	HDFCR5202308308 3747322	30-08-2023	HDFC Bank
	61,00,000/-	000558	31-08-2023	HDFC Bank
	99,21,016/-	000016	21-03-2024	HDFC Bank
	74,25,000/-	000204	12-06-2024	HDFC Bank
	34,36,859/-	000245	24-07-2024	HDFC Bank
	3,12,958/-	TDS Deposited		
	3,12,95,833/-			
Vinod Kumar	60,00,000/-	HDFCR5202308308 3745316	30-08-2023	HDFC Bank
	96,00,000/-	000567	31-08-2023	HDFC Bank
	1,51,89,417/-	HDFCR5202403219 0809906	21-03-2024	HDFC Bank

Authorised Signatory

For Galaxy Magnum Projects Pvt. Ltd.

Deepak

Ankit Chauhan

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	79,20,000/-	000206	12-06-2024	HDFC Bank
	87,26,433/-	000246	24-07-2024	HDFC Bank
	4,79,150/-	TDS Deposited		
	4,79,15,000/-			
Rajpal	1,00,00,000/-	HDFCR5202307127 1258444	12-07-2023	HDFC Bank
	12,00,000/-	HDFCR5202308308 3746641	30-08-2023	HDFC Bank
	48,00,000/-	000560	31-08-2023	HDFC Bank
	1,56,68,363/-	HDFCR5202403219 0816183	21-03-2024	HDFC Bank
	99,00,000/-	000205	12-06-2024q	HDFC Bank
	73,63,212/-	000247	24-07-2024	HDFC Bank
	4,94,258/-	TDS Deposited		
	4,94,25,833/-			
Urmila Devi	17,00,000/-	HDFCR5202308308 3746838	30-08-2023	HDFC Bank
	23,00,000/-	000561	31-08-2023	HDFC Bank
	39,17,091/-	HDFCR5202403219 0816378	21-03-2024	HDFC Bank
	19,80,000/-	000208	12-06-2024	HDFC Bank
	23,35,803	000248	24-07-2024	HDFC Bank
	1,23,565/-	TDS Deposited		
	1,23,56,458-			

Authorised Signatory

For Galaxy Magnum Projects Pvt. Ltd.

Deepak

Ankit Chakran

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Lalit	17,00,000/-	HDFCR5202308308 3750248	30-08-2023	HDFC Bank
	23,00,000/-	000562	31-08-2023	HDFC Bank
	39,17,091/-	HDFCR5202403219 0819016	21-03-2024	HDFC Bank
	19,80,000/-	000210	12-06-2024	HDFC Bank
	23,35,803	000259	24-07-2024	HDFC Bank
	1,23,565/-	TDS Deposited		
	1,23,56,458-			
Yogesh Chauhan	17,00,000/-	000415	30-08-2023	HDFC Bank
	23,00,000/-	000529	31-08-2023	HDFC Bank
	39,17,091/-	000013	21-03-2024	HDFC Bank
	19,80,000/-	000209	12-06-2024	HDFC Bank
	23,35,803	000260	24-07-2024	HDFC Bank
	1,23,565/-	TDS Deposited		
	1,23,56,458-			
Ankit Chauhan	17,00,000/-	HDFCR5202308308 3750444	30-08-2023	HDFC Bank
	23,00,000/-	000563	31-08-2023	HDFC Bank
	39,17,091/-	HDFCR5202403219 0811573	21-03-2024	HDFC Bank
	19,80,000/-	000211	12-06-2024	HDFC Bank
	23,35,803	000258	24-07-2024	HDFC Bank

Authorised Signatory

For Galaxy Magnum Projects Pvt. Ltd.

Donor

Ankit Chauhan

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	1,23,565/-	TDS Deposited		
	1,23,56,458-			

2. The Total Sale Consideration has been paid by the VENDEE to the VENDORS on or before the execution and presentation of this Sale Deed for registration before the Sub / Joint-Registrar, Gurgaon, Haryana, the receipt of which the VENDORS hereby admits and acknowledge, and such payment is good, valid and binding consideration for the sale of the Said Land and now nothing remains to be paid to the VENDORS.
3. In consideration of the Total Sale Consideration, the VENDORS doth hereby sell, transfer, convey, assign and release the Said Land, absolutely free and clear from any sort of Encumbrance of any nature whatsoever, and to have and to hold unto the VENDEE as absolute owner. The VENDEE shall henceforth be entitled to enjoy all rights of ownership, possession, privileges, easements and appurtenances whatsoever of the Said Land, absolutely and forever.
4. The VENDORS hereby confirm and acknowledge that, notwithstanding anything to the contrary herein or under the Collaboration Agreement, the VENDORS have been left with no rights, interest, entitlement etc. of any nature whatsoever under the said Collaboration Agreement including but not limited to the Land Owner's Allocation, non-refundable security deposit and, or, any other amounts receivables and, or, refundable to the VENDORS herein. The VENDORS hereby further confirm and acknowledge that all the duties, obligations, responsibilities of the Developer (VENDEE herein) under the said Collaboration Agreement shall stand fully discharges and completed to the compete satisfaction of the VENDORS, and the VENDORS hereby affirm that they have no claim or demand of any nature whatsoever against the Developer (VENDEE herein) or the project under the Collaboration Agreement, or any part thereof. The VENDORS also agree and acknowledge that the sale and transfer of the Said Land under this Sale Deed is absolute and irrevocable, and the VENDORS shall not make any claim or demand etc. of any nature whatsoever on the Developer (VENDEE herein) in any manner including due to or arising out of any dispute under the said Collaboration Agreement with other land owners therein. The VENDORS shall indemnify and keep harmless the Vendee Indemnified Parties herein in respect thereof.

For Galaxy Magnum Projects Pvt. Ltd.
Authorised Signatory

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5. That the VENDORS represent, declare, warrant and assure that the Said Land is free from all sorts of encumbrance i.e. prior sale, mortgage, gift, Will, trust, lien, litigation, disputes, decrees, charges, claims, attachments, lease, loan, surety, HUF, security, Income tax or Wealth tax demands, acquisition, requisition, or attachments etc., family or religious disputes, injunction, hypothecation, lien, easementary rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other or any other Government or Authority or of any other Person or entity), court injunction, stay order, exchange, lease, legal flaws, title defect, title retention agreement, claims, partition, and, or, any other registered or unregistered encumbrances etc. (hereinafter referred to as "**Encumbrance**").
6. That the actual physical vacant possession of the Said Land, hereby sold, transferred, conveyed, assigned, assured and released, has been delivered and handed over to the VENDEE at the spot, who has become the sole and absolute owner thereof and in possession of the same. The permanent legal possession thereof has also been handed over by the VENDORS to the VENDEE, and the VENDEE has taken over and accepted the legal possession of the Said Land. The VENDEE shall henceforth be entitled to enjoy all the rights, title, benefits, interests, privileges, passages, appurtenances and possession etc. and absolute ownership in the Said Land, without any hindrance, claims, demands by the VENDORS or any of their respective legal heirs, successors, representatives etc.
7. That the VENDORS undertake, admit and confirm that they (including their respective heirs, executors, administrators, representatives, agents, successors, and assigns) have been left with no rights, title, interest, claim, lien or concern of any nature whatsoever in the Said Land and the VENDEE has become the absolute owner of the Said Land with full rights to use, peacefully enter, quietly possess, enjoy, sell, assign, alienate, transfer, lease, encumber and otherwise deal with or dispose of the same or any part thereof to anyone and to receive any benefits therefrom and deal with receivables, 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, in the manner it deems fit, to the complete exclusion of the VENDORS or any of their respective legal heirs, successors, representatives, etc. or any person claiming under or through him.

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For Galaxy Magnum Projects Pvt. Ltd.





8. The VENDEE shall also have the unhindered and unobstructed right to ingress and egress from Said Land at all times to come, without any hindrances, interruption, objection, eviction, claim or demand from or by the VENDORS or any of the heirs / successors of the VENDORS or from any person or persons claiming through or under or in trust to the VENDORS and the VENDORS hereby undertakes to keep the VENDEE fully indemnified from and against such claim(s) and, or Losses (*as defined hereinafter*), if any, and against the consequences of any events that may follow, if any undertakings or assurances made by the VENDORS in these presents turn out to be false or incorrect.
9. The VENDORS have represented, unequivocally declared, assured, confirmed and warranted to the VENDEE that:
- they have a good, valid and marketable title over the Said Land and are lawfully and sufficiently competent to sell, transfer and deal with the Said Land and fully entitled to hand over possession thereof to the VENDEE in the manner contemplated in this Sale Deed, without any interference from previous land owners and/ or family members, legal heirs and/ or *any* third person/ party and there is no impediment in law or otherwise that may have the effect of preventing the execution of this Sale Deed in favour of the VENDEE;
 - the Said Land is the exclusive property of the VENDORS and has also been accurately and properly mutated in the name of the VENDORS in the revenue records as owner, and no other family member/ person whatsoever has any type of right, share, interest or relation of maintenance, residence etc. in Said Land or part thereof;
 - there are no boundary disputes in respect of the Said Land with any adjoining landowners and there is no encroachment on the Said Land or part thereof and there is no dispute or difference in easement rights attached to the Said Land including for access;
 - there are no underground storage tanks, drains, sewers, cables, pathways, canals, high tension wires, low tension wires, HT / LT line, sub-surface utilities such as Gas / Petro Pipeline & Water Pipeline, water body, pond, tubewell, well, tubewell pit, etc. passing through the Said Land or that may adversely impact the develop-ability of the Said Land. There is no well, nallah running currently through any part of Said Land;

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Authorised Signatory

For Galaxy Magnum Projects Pvt. Ltd.



- e. there is no scheme of requisition and/ or acquisition which affects the Said Land or any part thereof and/ or no notice has been served and/ or no proceedings are pending with regard to requisition and/ or acquisition in respect of the Said Land or any part thereof and the Said Land have never been attached or confiscated by way of order of any court or office and that no stay order has ever been issued, pronounced or passed by any court or office restraining the sale of Said Land;
- f. there are no restricting conditions applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder preventing or restricting the undertaking of any development on the Said Land or any part thereof;
- g. neither the Said Land nor any part thereof is reserved for any public use or purpose and / or included in any public scheme of any governmental authority or any other public body;
- h. neither the Said Land nor any part thereof forms part of any road / rasta (including any panchayat road/ revenue rasta/ private rasta) or has any road/ rasta (including any panchayat road/ rasta/ private rasta) passing through it which affects the contiguity of the Said Land in any manner;
- i. no Government/statutory Authority has any pending claims, sanctions or notices against the Said Land;
- j. the Said Land is not affected by and is not subject to any of the land ceiling laws and there is no restriction or other legal impediment on transfer of the Said Land by the VENDORS to the VENDEE, whereby the VENDORS can be prevented from obtaining any permission or clearance or consent of any authority as may be required under law to vest the absolute title in the Said Land in favour of the VENDORS;
- k. the Said Land is not the subject matter of any HUF, schedule tribe, schedule caste, etc. and that no part or portion of the Said Land is owned by any minor and/or any minor has any right, title, interest and claim or concern of any nature with the Said Land and that there is no claim of whatsoever nature or charges such as maintenance from minors or other claims and the like against the Said Land and further none else other than the VENDORS have any right, title or interest of any kind whatsoever in the whole or any part or portion of the Said Land;

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Authorised Signatory

For Galaxy Magnum Projects Pvt. Ltd.



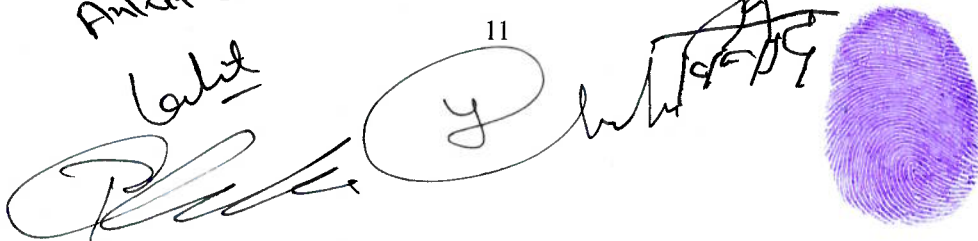
- l. the Said Land or any part or portion of the Said Land does not comprise of any place of worship, adoration, reverence or devotion of any deity, god, religion, sect, mutt, seer, hermit, mendicant, etc. or any temple, gurdwara, mosque, church, shrine, samadhi, mausoleum, mazaar, tomb, catacomb, crypt etc. or any monument, memorial etc. and no religious establishment or religious trust or religious body has any interest whatsoever in the Said Land or any part or portion of the Said Land;
- m. the VENDORS have not entered into and is/are not party to any agreement for sale, estate contract, option, or transfer or development of the Said Land or agreement or arrangement of any nature whatsoever, with any third party, regarding the Said Land or any portion thereof and have not executed any registered or unregistered agreement, deed(s), instruments, power of attorney, MoUs, etc. in favour of any person other than the VENDEE and/or its nominees to deal with the Said Land or any portion thereof;
- n. there are no outstanding actions, claims or demands between the VENDORS and previous land owners, their legal heirs and/or any third party affecting or relating to the Said Land or part thereof, whereunder any previous land owners, their legal heirs and/or any third party has a contractual right or obligation to acquire an estate or interest in the Said Land or part thereof which may hinder the sale of Said Land and consummation of the transaction contemplated herein;
- o. no stay order has ever been issued, pronounced or passed by any court or Office restraining the sale of the Said Land and that no such stay order has ever been served upon the VENDORS by any Court or office and there is no notice of default or breach or violation of any law, rules, regulations etc. under applicable laws and, or, from any competent authority and, or, any third party or person in respect of the Said Land;
- p. there are no subsisting litigations, disputes, legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the Said Land;
- q. no income tax demand / assessment order / notice, and, or proceedings are pending in respect of in respect of the Said Land, or any part thereof and the VENDORS are not required to take permission under Section 281 of the Income Tax Act;

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For Galaxy Magnum Projects Pvt. Ltd.



with original signature

for the Surveyor General

- r. as per the Master Plan for Gurgaon-Manesar Urban Complex 2031 and as on the date of this Sale Deed, the Said Land or any portion thereof does not fall in the 'No Construction Zone';
- s. the VENDORS or any person(s) lawfully claiming under or in trust for them, from the date of execution of this Sale Deed, will not be left with any rights, title or interest in the Said Land and shall not hereafter, have any right to deal with the same in any manner whatsoever;
- t. the VENDORS have confirmed that they have not offered the Said Land as security for any loan/financial assistance or any other purpose whatsoever and the VENDORS have not registered any charge in respect of the Said Land or any part thereof;
- u. the VENDORS have not done, executed, performed or suffered to the contrary, any act, deed or thing in respect of the Said Land whereby or by reason or means whereof the Said Land may be, in any way, prejudiced or the VENDORS herein be prevented from alienating the same in any way in the manner hereinafter indicated;
- v. the VENDORS hereby confirm and assure the VENDEE that the VENDORS are not barred or prevented by any judgment, decree, award, order of any Court, competent authority, judicial or quasi-judicial body or arbitrator or any administrative/ statutory attachment order or notification from entering into the present sale transaction with the VENDEE;
- w. the VENDORS shall not act in any manner that may either prejudicially affect or have any material adverse effect on the rights, title and interests of the VENDEE with respect to the Said Land or any part or portion thereof;
- x. There are no facts, matters or circumstances which have not been disclosed in writing to the VENDEE, the disclosure of which might reasonably affect the willingness of the VENDEE to enter into this Sale Deed and to take any action to consummate the transactions contemplated therein. This Sale Deed does not contravene the provisions of any applicable laws;
- y. All payments, amounts towards the land revenue, property tax (if any), electricity charges, water charges, other utility charges, or any and all other liabilities, penalties, duties, levies, taxes, cesses, charges, rents, revenue, payments, fine, costs, expenses, dues, demands, claims and any other charges, amounts, outgoings, of any nature

Deed

Ankit Chohan
Vendor

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Authorised Signatory

For Galaxy Magnum Projects Pvt. Ltd.



whatsoever (hereinafter referred to as "**Taxes, Charges etc.**") with respect to the Said Land or any part or portion thereof as payable to any statutory authorities, departments of Government of India and / or Government of Haryana, offices and entities (whether government, local body or others) having jurisdiction over the Said Land and, or, any other third party / entity / person, and also including but not limited to the use, occupation and possession thereof related to the period upto the date of this Sale Deed have already been fully cleared, satisfied, made, paid by the VENDORS and shall remain to be the sole liability of the VENDORS and shall be borne and paid by the VENDORS, even if imposed/ demanded/ levied post the execution of this Sale Deed if such Taxes, Charges etc. are related to the period preceding the date of execution of this Sale Deed. All the liabilities arising for the period prior to the transfer of Said Land shall remain with the VENDORS; and

- z. That the Parties hereby agree that with effect from the date of execution and registration of this Sale Deed, the VENDEE shall be liable and pay such dues and demands for the Taxes, Charges etc. in respect of the Said Land.
10. That the VENDEE shall at its liberty be entitled to get the Said Land recorded/ mutated in its own name in the revenue records of the Village Begumpur Khatola, Tehsil Kadipur, Distt. Gurugram or other competent authorities on the basis of this Sale Deed or its certified true copy.
11. That the VENDORS hereby agree, covenant and undertake to provide all assistance and cooperation, sign and provide all requisite documents, agreements and papers including but not limited to authorizations, no objection letters, power of attorney, affidavits, undertaking, applications and be present before the concerned sub-registrar for registration of this Sale Deed in favour of the VENDEE and to do all such other acts, deeds and things which may be necessary, without any delay or demur, for further and more perfectly assuring the rights, title and interest of the VENDEE in or with respect to the Said Land, for transfer/ mutation of its title to the VENDEE, as may be required by the VENDEE, at no extra cost to the VENDEE.
12. That the VENDORS confirm and acknowledge that the Total Sale Consideration is inclusive of all the deposits, security deposits, fees etc., towards electricity, water and other utilities etc. made with any governmental authority and/ or other concerned/ competent authorities, and development rights in respect of the same and all the rights, interests,

For CS and MPhil 2nd P10/6/12 P.M. 11/12

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title, entitlements, easements, benefits, liberties, privileges, advantages appurtenances whatsoever pertaining thereto and all structures and trees thereon and all other rights of ownership, inherited rights, possession, claims for compensation, privileges, easements, amendments, appurtenant thereto as well as all the estate, rights, title and interests of the VENDORS into or upon the Said Land. The VENDEE shall be entitled to get the existing electricity connections, water connections and other utility connections transferred in its favour and the VENDORS undertakes to provide all requisite co-operation and assistance for the same.

13. Without prejudice to any other rights available to the VENDEE in law or under equity, the VENDORS hereby irrevocably and unconditionally agree to indemnify, defend and hold harmless the VENDEE, its group companies, nominee, transferee, affiliates, subsidiary/ holding company, directors, officers, employees etc. (collectively referred to as the **"Vendee Indemnified Parties"**) from and against any and all direct and indirect losses, costs, damages, dues, taxes, liabilities, any direct or indirect claims, penalties, demands, expenses, actions proceedings, suits, actions, settlements, judgments and the like (collectively referred to as **"Losses"**) that may be suffered by or incurred by or caused to any of the Vendee Indemnified Parties and transferee(s) due to or arising out of or in relation to arising out of or resulting from any of the following:
- a. any defect in the ownership and/ or title of the VENDORS or their predecessors in respect of the Said Land or any part thereof;
 - b. peaceful possession of the Said Land of the VENDEE is disturbed, adversely affected and/or if the whole or any part of the Said Land is ever taken away or goes out of possession of the VENDEE/ its' nominee/ transferee(s) due to any act, omission or events occurred during the period prior to the transfer of Said Land in favour of the VENDEE/ its' nominee;
 - c. any claim against or affecting the Said Land, pending on or filed after the execution and registration of the Sale Deed of the Said Land that arises out of acts, omissions or events occurred in the period prior to the transfer of Said Land in favour of the VENDEE/ its' nominee;
 - d. any misrepresentation, inaccuracy in or breach of any obligations, representations and warranties under this Sale Deed; and, or

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For Galaxy Magnum Projects Pvt. Ltd.
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- e. any Losses arising out of or in relation to non-payment in relation to tax/ governmental dues and/ or breach of any other statutory liability, non-compliance with the provisions of any applicable laws and any liability in respect of the Said Land for the period prior to date of execution and registration of this Sale Deed.
14. That all title documents in original/ certified copies in respect of the Said Land and all other relevant documents in respect thereof have been handed over by the VENDORS to the VENDEE.
15. That all the expenses for the registration, stamping, engrossing and other incidental charges for this Sale Deed have been borne and paid by the VENDEE. The VENDEE shall have the right to collect and retain the original Sale Deed from the office of the Sub-Registrar.
16. That if any error, omission or mis-description of the property under sale is found and/ or any omission in references of registration number etc. of the previous documents are noticed, the same will not annul this Sale Deed and at the request of the VENDEE, the VENDORS shall always be bound and prepared to execute the rectification deed and/ or supplementary deed or such other documents as may be required by the VENDEE, without any additional consideration. The recitals, schedules and annexures to this Sale Deed shall form an integral part of this Sale Deed.
17. If any provision of this Sale Deed is determined to be void or unenforceable under any law, such provision shall be deemed amended or deleted to the extent necessary to conform to applicable laws and the remaining provisions of this Sale Deed shall remain valid and enforceable.
18. The VENDORS hereby acknowledge that the contents of this Sale Deed have been explained to them in their respective vernacular language and they have understood the same to their complete satisfaction.

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For Galaxy Magnum Projects Pvt. Ltd.



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Director of Public Relations

Ministry of Information

19. This Sale Deed has been executed by and between the Parties of their own free will, accord and understanding after reading and understanding the contents hereof in their present state of mind, without any intoxication or without any sort of pressure, threat, enticement or coercion of any kind which is and shall remain acceptable and binding to both the Parties hereinabove and all their legal heirs, successors, assignees, transferees, legal representatives, agents, attorneys etc.
20. As the Said Land is situated in Gurgaon and this transaction has taken place at Gurgaon, the courts at Gurgaon Courts shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Sale Deed.

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For Galaxy Magnum Projects Pvt. Ltd.


Authorised Signatory

For Galaxy Magazine Project File

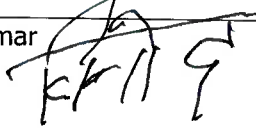
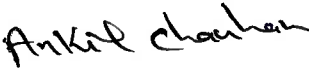
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IN WITNESS WHEREOF the Parties hereto have set their respective hands on these presents at the place and on the date, month and year herein above first mentioned in the presence of the following witnesses

Drafted as per instructions of parties hereto by :

Shailender Bahl, Advocate
District Courts , gurugram

SIGNED & DELIVERED by the within named VENDORS	
Deepak Chauhan 	Vinod Kumar 
Rajpal 	Urmila Devi 
Yogesh 	Lalit 
Ankit 	
SIGNED & DELIVERED by the within named VENDEE For Galaxy Magnum Projects Pvt. Ltd.  Authorised Signatory	
Witnesses: 1.  MANOJ KUMAR Advocate Distt. Court Gurugram	2.  SH. HEMRAJ SH. NANAK CHAND Mo. VPOTI 6 RA, GURUGRAM

FOR THE PROJECTS PVT. LTD.

Authorized Signatory



SCHEDULE- I
DETAILS OF SAID LAND

Land situated in the revenue estate of Village Begumpur Khatola, Tehsil Kadipur, District Gurugram, State of Haryana, as follows:

Name of Recorded Owners / Khatedar	Khewat No.	Khatauni No.	Rectangle No.	Khasra nos.	Kanal	Marla
(i) Shri Deepak, son of Shri Om Prakash having 145/825 share; (ii) Shri Vinod, son of Shri Sant Singh having 222/825 share; (iii) Shri Rajpal, son of Shri Sant Singh having 1/2 undivided share of 458/825 share and (iv) Smt. Urmila, wife of Shri Kuldeep, Shri Lalit, Shri Yogesh and Shri Ankit all sons of Shri Kuldeep collectively having 1/2 undivided share of 458/825 share	234//207	264	34	2/2	2	16
				9 min	4	0
				12/1	6	3

Deepak

Ankit charhan

Lalit

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For Galaxy Magnum Projects Pvt. Ltd.

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Galaxy Magnum Projects Pvt. Ltd.

Galaxy



23	$\frac{2}{1}$	24	40	36	4	36	40
13	$\frac{2}{2}$	12	40	36	8	36	40
36	9	30	40	36	7	36	40
27 $\frac{1}{2}$	$\frac{12}{7}$	18	40	36	14	36	40
8 $\frac{1}{2}$	$\frac{12}{2}$	8	40	36	17	36	40
36	19	36	40	36	24	36	40
36	23	36	40	36	24	36	40



Authorized Signatory

[Signature] Dural Ankil charhan,

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For Galaxy Magnum Projects Pvt. Ltd.

Authorized Signatory



Annexure - I
SITE PLAN

