

2912

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 06/05/2024

Certificate No. G0F2024E4546

GRN No. 116101941

Stamp Duty Paid : ₹ 7700000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Suresh Kumar Sharma
H.No/Floor : 103 Sector/Ward : 29 LandMark : Near shiv mandir silokhra
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 87*****72

Buyer / Second Party Detail

Name : Galaxy magnum projects Private limited
H.No/Floor : 151a Sector/Ward : Na LandMark : Basement club road sainik farm west
City/Village: New delhi District : New delhi State : Delhi
Phone : 87*****72

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 at Sub Tehsil Kadipur, Gurugram, Haryana on this 29th day of May, 2024 (hereinafter referred to as "**Sale Deed**");

BY

Mr. Suresh Kumar Sharma (Aadhar Card No. 3916-1117-0236 and PAN Card No. - BKQPS4796C) son of Shri Moolchand Sharma, resident of House No- 103, Ward No. 29, Near Shiv Mandir, Silokhra, Gurugram, Haryana-122001 (hereinafter referred to as "**VENDOR**", which term and expression shall, unless it be contrary to or repugnant to the context or meaning thereof, be deemed to mean and include his successors-in-title, successors- in-interest, legal successor, nominees, executors and permitted assigns), being party of the **FIRST PART**;

Suresh Kumar Sharma

For Galaxy Magnum Projects Pvt. Ltd.

[Signature]
Authorised Signatory

वसीका संबंधी विवरण		
वसीका का नाम SALE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- कादीपुर	गांव/शहर- बेगमपुर खटोला	स्थित- Begampur Khatola
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		अन्य क्षेत्र
पता : 13//34, 13//34,Sector 74, GURGAON , 122004,		
धन संबंधी विवरण		
राशि- 110000000 रुपये	कुल स्टाम्प शुल्क- 7700000 रुपये	
स्टाम्प नं- G0F2024E4546	स्टाम्प का मूल्य- 7700000 रुपये	
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:116102422	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- SHAILENDER BAHL ADV		सेवा शुल्क- 200
भूमि का विवरण		
कृषि चाही		4840 Sq. Yards
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- ICC3LQ07	प्रॉपर्टी नं- 13//34	मालिक- SURESH KUMAR
पता- 13//34, 13//34,Sector 74, GURGAON , 122004,		

यह प्रलेख आज दिनांक 29-05-2024 दिन बुधवार समय 5:35:00 PM बजे श्री/श्रीमती/कुमारी सुरेश पुत्र मूलचन्द निवास WARD NO 29 SHIV MANDIR SILOKHRA GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

Suresh Kumar

संयुक्त उप पंजीकरण अधिकारी NT Kadipur

सुरेश

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

या

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

दिनांक 29-05-2024

संयुक्त उप पंजीकरण अधिकारी NT Kadipur

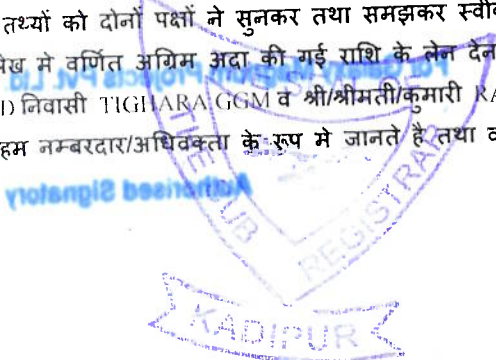
सुरेश

Suresh Kumar

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी MS GALAXY MAGNUM PROJECTS PRIVATE LIMITED thru VIRENDRA MANNOTHER 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 HEMRAJ पिता NANAK CHAND निवासी TIGHARA GGM व श्री/श्रीमती/कुमारी RAJPAL पिता SANT SINGH 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 29-05-2024

संयुक्त उप पंजीकरण अधिकारी NT Kadipur



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. Virendra Mann (Aadhar No. 2129 3897 1215)**, 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 **"VENDOR"** and **"VENDEE"** are individually referred to as such or as **"Party"** and collectively referred to as **"Parties"**.

WHEREAS:

- A.** The VENDOR represents, unequivocally declares, assures, covenants, warrants and confirms to the VENDEE that he is the sole and absolute, legal and rightful owner and otherwise well and sufficiently entitled to all that piece and parcel of contiguous land admeasuring approximately 8 Kanal and as more particularly described in the '**Schedule-I**' to this Deed, situated in the revenue estate of Village Begumpur Khatola, Tehsil Kadipur, District Gurugram, State of Haryana, India and as marked in red in the site plan annexed hereto as **"Annexure - I"**, (hereinafter referred to as the **"Said Land"**), by virtue of sale deed dated 04.05.2005, which is duly registered at serial number 2,597 in Book No. 1, Vol No. 8445 at Page 86 and an additional copy of which is pasted in Book No. 1, Vol No. 615 at Page 68-69, at the office of Sub-Registrar, Gurugram on 04.05.2005, and as per Fard Jamabandi for the year 2018-19 of the revenue estate of Village Begumpur Khatola, Tehsil Kadipur, District Gurugram, in Khewat No. 244//216 and Khatauni No. 274.
- B.** The VENDOR 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"**).



For Galaxy Magnum Projects Pvt. Ltd.



Authorized Signatory

Reg. No.

Reg. Year

Book No.

2912

2024-2025

1



विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- सुरेश Singh Kumar

क्रेता :- thru VIRENDRA MANNOTHERMS GALAXY MAGNUM PROJECTS PRIVATE LIMITED

गवाह 1 :- HEMRAJ Hemraj Sharma

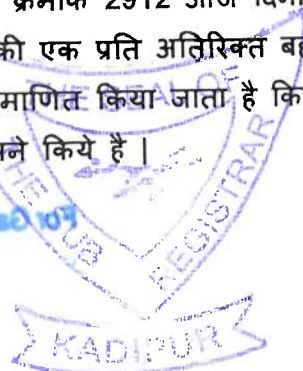
गवाह 2 :- RAJPAL Rajpal

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2912 आज दिनांक 29-05-2024 को बही नं 1 जिल्द नं 288 के पृष्ठ नं 149 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2282 के पृष्ठ संख्या 42 से 46 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।

Galaxy Magnum Projects Pvt. Ltd.

दिनांक 29-05-2024



उप/सयुक्त पंजीयन अधिकारी कादीपुर

- 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 alongwith 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. alongwith 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 VENDOR 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 VENDOR 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 VENDOR towards non-refundable security deposit shall be adjusted against the Total Sale Consideration as mutually agreed between the Parties herein.
- E. The VENDOR for his bona-fide needs and requirements has 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.11,00,00,000/- (Rupees Eleven Crore 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**").
- F. The VENDEE, relying on the representations and warranties of the VENDOR, 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.



For Galaxy Magnum Projects Pvt. Ltd.



Authorised Signatory

DDO Code: 0369		E - CHALLAN		Candidate Copy	
Government of Haryana					
Valid Upto: 07-05-2024 (Cash) *0116102422* 01-05-2024 (Chq./DD)					
GRN No.: 0116102422		Date: 30 Apr 2024 16:18:19			
Office Name: 0369-NIAB TEHSILDAR KADIPUR					
Treasury: Gurgaon					
Period: (2024-25) One Time					
Head of Account		Amount		₹	
0030-03-104-97-51 Pasting Fees		10			
0030-03-104-99-51 Fees for Registration		50000			
PD AcNo		0			
Deduction Amount: ₹		0			
Total/Net Amount: ₹		50010			
₹ Fifty Thousands Ten Rupees					
Tenderer's Detail					
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: GALAXY MAGNUM PRIVATE LIMITED					
Address: NEW DELHI -					
Particulars: REGISTRATION FEE AND PASTING FEE					
Cheque-DD- Detail:					
Depositor's Signature					
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		CPADTOQTY1			
Payment Date:		30/04/2024			
Bank:		SBI Aggregator			
Status:		Account Prepared			

DDO Code: 0369		E - CHALLAN		AG/ Dept Copy	
Government of Haryana					
Valid Upto: 07-05-2024 (Cash) *0116102422* 01-05-2024 (Chq./DD)					
GRN No.: 0116102422		Date: 30 Apr 2024 16:18:19			
Office Name: 0369-NIAB TEHSILDAR KADIPUR					
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Head of Account		Amount		₹	
0030-03-104-97-51 Pasting Fees		10			
0030-03-104-99-51 Fees for Registration		50000			
PD AcNo		0			
Deduction Amount: ₹		0			
Total/Net Amount: ₹		50010			
₹ Fifty Thousands Ten only					
Tenderer's Detail					
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: GALAXY MAGNUM PRIVATE LIMITED					
Address: NEW DELHI -					
Particulars: REGISTRATION FEE AND PASTING FEE					
Cheque-DD- Detail:					
Depositor's Signature					
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		CPADTOQTY1			
Payment Date:		30/04/2024			
Bank:		SBI Aggregator			
Status:		Account Prepared			

For Galaxy Magnum Projects Pvt. Ltd.
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* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

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 VENDOR in favour of the VENDEE, an all-inclusive amount of Rs.11,00,00,000/- (Rupees Eleven Crore 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 VENDOR as under:

S.No.	Amount (In Rs.)	Cheque/RTGS	Date	Drawn On
1	55,00,000/-	HDFCR52023083083747152	30-08-2023	HDFC Bank
2	2,20,00,000/-	000566	31-08-2023	HDFC Bank
3	1,00,00,000/-	HDFCR52024022682890176	26-02-2024	HDFC Bank
4	1,74,35,416/-	HDFCR52024032190824426	21-03-2024	HDFC Bank
5	1,74,35,416/-	HDFCR52024032190817632	21-03-2024	HDFC Bank
6	2,00,00,000/-	000085	02-05-2024	HDFC Bank
7	1,65,29,168/-	000185	07-05-2024	HDFC Bank
8	11,00,000/-	TDS Deducted		
Total	11,00,00,000/-			

2. The Total Sale Consideration has been paid by the VENDEE to the VENDOR 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 VENDOR hereby admits and acknowledges, 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 VENDOR.
3. In consideration of the Total Sale Consideration, the VENDOR doth hereby sells, transfers, conveys, assigns and releases 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.



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4. The VENDOR hereby confirms and acknowledges that, notwithstanding anything to the contrary herein or under the Collaboration Agreement, the VENDOR has 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 VENDOR herein. The VENDOR hereby further confirms and acknowledges that all the duties, obligations, responsibilities of the Developer (VENDEE herein) under the said Collaboration Agreement shall stand fully discharged and completed to the complete satisfaction of the VENDOR, and the VENDOR hereby affirms that he has 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 VENDOR also agrees and acknowledges that the sale and transfer of the Said Land under this Sale Deed is absolute and irrevocable, and the VENDOR 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 VENDOR shall indemnify and keep harmless the Vendee Indemnified Parties herein in respect thereof.
5. That the VENDOR represents, declares, warrants and assures 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 VENDOR 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.



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and absolute ownership in the Said Land, without any hindrance, claims, demands by the VENDOR or any of his legal heirs, successors, representatives etc.

7. That the VENDOR undertakes, admits and confirms that he (including his heirs, executors, administrators, representatives, agents, successors, and assigns) has 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 VENDOR or any of his legal heirs, successors, representatives, etc. or any person claiming under or through him.
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 VENDOR or any of the heirs / successors of the VENDOR or from any person or persons claiming through or under or in trust to the VENDOR and the VENDOR 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 VENDOR in these presents turn out to be false or incorrect.
9. The VENDOR has represented, unequivocally declared, assured, confirmed and warranted to the VENDEE that:
 - a. he has a good, valid and marketable title over the Said Land and is 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;



For Galaxy Magnum Projects Pvt. Ltd.



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- b. the Said Land is the exclusive property of the VENDOR and has also been accurately and properly mutated in the name of the VENDOR 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;
- c. 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.
- d. 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;
- 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;



For Galaxy Magnum Projects Pvt. Ltd.



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- 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 VENDOR to the VENDEE, whereby the VENDOR 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 VENDOR;
- 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 VENDOR has any right, title or interest of any kind whatsoever in the whole or any part or portion of the Said Land;
- 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 VENDOR has not entered into and is 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 has 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 VENDOR 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



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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 VENDOR 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 VENDOR is not required to take permission under Section 281 of the Income Tax Act;
- 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 VENDOR or any person(s) lawfully claiming under or in trust for him, 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 VENDOR has confirmed that he has not offered the Said Land as security for any loan/financial assistance or any other purpose whatsoever and the VENDOR has not registered any charge in respect of the Said Land or any part thereof;
- u. the VENDOR has 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 VENDOR herein be prevented from alienating the same in any way in the manner hereinafter indicated;



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- v. the VENDOR hereby confirms and assures the VENDEE that the VENDOR is 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; and
- w. the VENDOR 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; and
- 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 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 VENDOR and shall remain to be the sole liability of the VENDOR and shall be borne and paid by the VENDOR, 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 VENDOR.
- 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.



For Galaxy Museum Project - At 119

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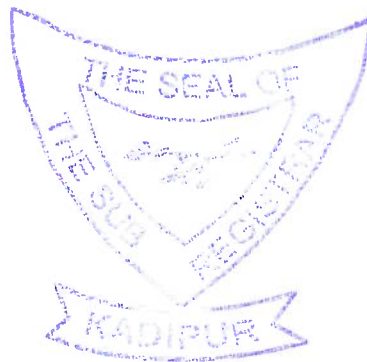


10. That the VENDEE shall at its liberty be entitled to get the Said Land recorded/ mutated in its own name in the revenue records of the Village Begumpur Khatola, Tehsil Kadipur, Distt. Gurugram or other competent authorities on the basis of this Sale Deed or its certified true copy.
11. That the VENDOR hereby agrees, covenants and undertakes 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 VENDOR confirms and acknowledges 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, 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 VENDOR 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 VENDOR 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 VENDOR hereby irrevocably and unconditionally agrees 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



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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 VENDOR or his 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
 - 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 as specifically set out in **Schedule II** hereto have been handed over by the VENDOR 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.



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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 VENDOR 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 VENDOR hereby acknowledges that the contents of this Sale Deed have been explained to him in his respective vernacular language and he has understood the same to their complete satisfaction.
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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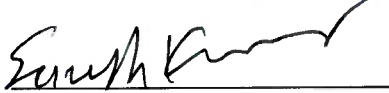
IN WITNESS WHEREOF the Parties hereto have set their respective hands on these presents at the place and on the date, month and year herein above first mentioned in the presence of the following witnesses:

Drafted as per instructions of parties hereto by :

Shailender Bahl, Advocate
District Courts, Gurugram

SIGNED & DELIVERED

by the within named VENDOR



Witnesses:

1. 

SH. HEMRAJ

Mo SH. NANAK CHAND

2.



Mo 214, SECTOR-57,

TIGHARA, GURUGRAM

SH. RAIPAL

Mo SH. SANT SINGH

Mo 174, SECTOR-4

GURUGRAM

SIGNED & DELIVERED

by the within named VENDEE

Name: Sh. Virendra Mann,
Authorized Signatory : M/s
Galaxy Magnum Projects Pvt.
Ltd.

For Galaxy Magnum Projects Pvt. Ltd.


Authorized Signatory

For Galaxy Magnum 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.	Khatuni No.	Rectangle No.	Khasra No.	Kanal	Marla
Shri Suresh, son of Shri Moolchand	244/216	274	34	13	8	0

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SCHEDULE II
LIST OF ORIGINAL TITLE DOCUMENTS

1. Sale deed dated 04.05.2005, which is duly registered at serial number 2,597 in Book No. 1, Vol No. 8445 at Page 86 and an additional copy of which is pasted in Book No. 1, Vol No. 615 at Page 68-69, at the office of Sub-Registrar, Gurugram on 04.05.2005.
2. Fard Jamabandi for the year 2018-19 of the revenue estate of Village Begumpur Khatola, Tehsil Kadipur, District Gurugram, in Khewat No. 244//216 and Khatauni No. 274.



For Galaxy Magnum Projects Pvt. Ltd.

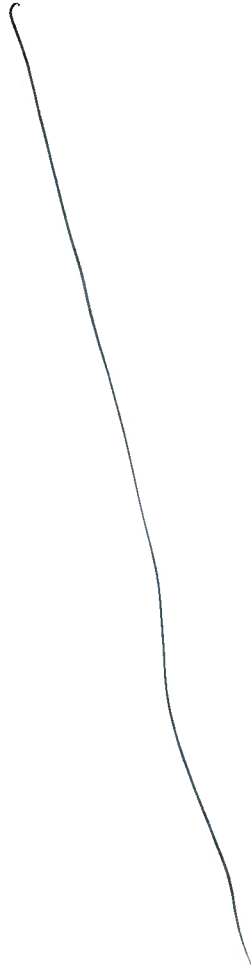

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Annexure - I
SITE PLAN



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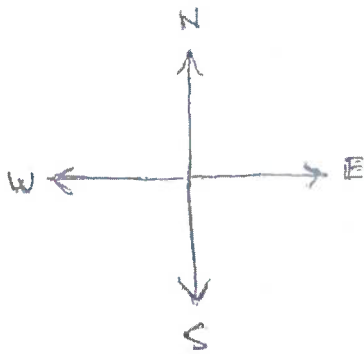

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For Galaxy Mahan Projects Pvt. Ltd.

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नमिल, अक्ट 2, रिजल्ट, बेरामपुत्र खेले ला जिला गुडगावा



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For Galaxy Magnum Projects Pvt. Ltd.