...... Secretariat, Gurgaon (Haryana) BOOK No. 1 रजिस्टरी संख्या २ 2309 No.: 9,4091 रसीद पुस्तक क Date -13-7-20/2 Received with thanks from कार्यालय सब-रजिस्ट्रार 2809 Rs. Two Hundred only on account of Computer Service दरतावेज पेश करने 29 89 Charges for Haryana Registration Information System (HARIS) Project. दस्तावेज की तकलीम करने वाले का नाम और तकमील की तारीख Service Charges **Type of Deeds** दरतावेज पेश होने की तारीख /3-7-1 Sale, Conveyance, Gift, exchange, (In Rs.) दरतावेज की किस्मू और ठे जन्मू decree or order of Court. Lease 200%-मुआवजे की रकम Surrender of Lease. Deed of divorce, Dead of Power, Marriage स्टाम्प मुल्य Registration. Other Conveyance. 11202000 Deed of further charge, Transfer of प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल Leased शुल्क की रकम का जोड़ और विवरण शब्दो की संख्या रकम 1500 For District FT Society Gurgaon रजिस्टरी अधिकारी के हस्ताक्षर भारतीय स्टेट बैंक मुख्य शाखा एम. जी. रोड, गुड़गाव। STATE BANK OF INDIA Main Branch, M. G. Road, Gurgaon. 10/07/12 Date COMMISSION TOWARDS ISSUE OF ST/ MP RECEIPT Name of the Tendera: anoight our led. with duly - Po. 1, 12, 50,00%. Prv Rs Mocion 91 Amount (in wore Cash Officer 7 Passing Officer



280 SI. No. INDI/ GSR/001:507815 STATE BANK OF INDIA and a state and a state and a state and a state and Mentaut Road, Sililaon to 1985 Branch Gode No. Received a sum of Rs. Thousayd Gul Rupees only om Smt. / Shmi STATE BANK OF INDIAr credit to Government of Haryana residing at _ account towards Stamp Duty. Date : 1 0 JUL 2012 Place : GURGAON ichatolies o SALE DEED Property No. Commercial Site No. 2, Sector 63 A, Gurgaon Manesar Urban Complex, Village Ullhawas, Tehsil Sohna, District Gurgaon, Haryana. Rs. 22,50,00,000/ Transaction Value Stamp Duty Paid Rs. 1,12,50,000/-Stamp Reciept No. & Date GSR/001: 507/815 - 10.07.2012 Stamp Reciept Issued By State Bank of India, Gurgaon -This Sale Deed ("Deed") is made and executed at \$ohna, Gurgaon on this 13th day of July 2012, by and Four Construction Private Limited Autorenai? besitodiuA Authorized Signatory For Galaxy Monnet Infraheights Pvt. Ltd. For Serial Developers & Promoters Pvi Lth For Anant Raj Industries Ltd. For Barta Develope Hhorised Signatory

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प्रलेख न: 2809 दिनॉक 13/07/2012 डीइ सबंधी विवरण डीड का नाम SALE OUTSIDE MC AREA तहसील⁄सब-तहसील सोहना गांव/शहर Uallawas स्थित Uallawas भवन का विवरण भूमि का विवरण व्यवसायिक 1 Acre धन सबंधी विवरण राशि 225,000,000.00 रुपये कुल स्टाम्प डयूटी /की राशि 11,250,000.00 रुपये स्टाम्प की राशि 11,250,000.00 रुपये रजिस्ट्रेशन फीस की राशि 15,000.00/रुपये पेस्टिंग शुल्क 2.00 रुपये रूपये Drafted By: Shailender Bhal Adv यह प्रलेख आज दिनॉक 13/07/2012 दिन शुकवार समय 2:40:00PM बजे श्री श्रीमती/कुमारी M/s Anant Raj पुष्र)भुष्रों भेरती श्री/श्रीमती/कुमारी निवासी New Dehli-55 द्वारा पॅंजीकरण हेतु प्रस्तुत किया गया। हस्ताक्षर प्रस्तुतकर्ता उप/सयुँकत पँजीयन अधिकारी श्री M/s Anant Raj Industries Ltd thru (OTHER), M/s Four Const Pvt Ltd thru (OTHER), M/s Sartaj Developers & Promotors सोहना 10.0 10 उपरोक्त विक्रेताव श्री/श्रीमती कुमारी Thru- Rajiv Poddar क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये 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। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Dhan Singh Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी व श्री/श्रीमती/कुमारी Santosh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी BNP shurma निवासी Gurgaon निवासी Mandawar साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान, करता है। दिनॉक 13/07/2012 सिंह उप / सर्वेकृत संजीयनजिसद्वाकारी सोहना मोहना

BETWEEN

M/s Anant Raj Industries Limited ('License Holder') a company incorporated 1. under the Companies Act, 1956, with corporate office at E-2, A.R.A Centre, Jhandewalan Extension, New Delli-110055, through its authorized signatory Mr. Navneet Singh Bhatia, S/o Late Shri. Kalyan Singh, R/o 1-529, Sarita Vihar, New Delhi-110076, duly authorized vide Resolution passed in the Meeting of the Board of Directors held on dated June 21st 2012; M/s Four Construction Private Limited (Land Holder), a company incorporated under Companies Act, 1956 and having its registered office at H-65, Connaught Circus, Connaught Place New Delhi-110001, acting through its authorized signatory Mr. Navneet Singh Bhatia, S/o Late Shri. Kalyan Singh, R/o L-529, Sarita Vihar, New Delhi-110076 duly authorized vide Board Resolution dated June 22nd, 2012; and M/s Sartaj Developers and Promoters Private Limited (Land Holder), a company incorporated under Companies Act, 1956 and having its registered office at H-65, Connaught Circus, Connaught Place New Delhi-110001 acting through its authorized signatory Mr. Navneet Singh Bhatia, S/o Late Shri. Kalyan Singh, R/o L-529, Sarita Vinar, New Delhi-110076 duly authorized vide Board Resolution dated June 22nd, 2012 (hereinafter all three collectively referred to as "Sellers", which expression shall include their successors, assigns etc. unless the subject or context requires otherwise), of the One Part.

AND

M/s Galaxy Monnet Infraheights Private Limited, a company incorporated under Companies Act, 1956 and having its registered office at 151-A, Club Road, Sainik Farms, New Delhi – 110 062, acting **through its authorizes signatory Mr .Rajiv Poddar**, duly authorized vide Board Resolution dated 09.07.2012 (hereinafter referred to as the "**Buyer**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, representatives, nominees and permitted assigns) of the Second Part;

Terms the "Sellers" and "Buyer" are hereinafter collectively referred to as the "Parties" and individually as such or "Party".

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RECITALS

- (i) The Sellers along with their associate companies purchased lands and have obtained license No.119 Dated 28th December, 2011 from the Director General, Town & Country Planning, Government of Harvana under the Harvana Development and Regulation of Urban Areas Act, 1975, for the promotion and development of residential plotted colony known as "Anant Raj Estate" in Sector 63 A, District Gurgaon, Harvana (hereinafter referred to as "**the Colony or Project**").
- (ii) The Sellers have entered into agreements with its associate companies and are entitled / authorized by them to develop the entire lands collectively and to carve out, and sell plots of different sizes and dimensions or built up residential plots / independent floor units / villas / commercial plots etc. at the Colony in favour of the prospective buyers, as may be required, on such terms, conditions, covenants, stipulations etc. as may deem fit and appropriate by the License Holder. Pursuant to the aforesaid arrangements with its associate companies, the Sellers have power/authority, inter-alia, to execute this Sale Deed with the Buyer.
- (iii) The Sellers have developed residential plots and commercial plots in the above mentioned Colony after obtaining permissions for the said purpose from the Director General, Town & Country Planning, Haryana ('DGTCP') under the Haryana Development and Regulation of Urban Area Act, 1975 and other applicable laws. The layout of the colony clearly showing the commercial site/plot number 02 has been duly approved by the DGTCP Office, Chandigarh, Haryana.

DGTCP has also issued a Letter of Interit dated 22/12/2011 ('LOI') in favour of the Seliers and their associate companies for construction and development of the Project. DGTCP has also granted a License bearing No.119 of 2011 dated 28.12/2011 ('License') in favour of the Sellers in respect of the construction and development of the Project on land admeasuring approximately 100.262 acres (including the said Property) situated at Sector-63A, Gurgaon. Urban Complex (hereinafter referred to as the "**Total Land**");

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- As per the terms and conditions of the License an area admeasuring (v) approximately 96.634 acres was allowed to be developed for residential purposes/usage and an area admeasuring approximately 3.628 acres was allowed to be developed for commercial purposes/usage.
- (vi) As per the Zoning Plan issued vide DRG. No. DG.TCP 3169 dated 01.05.2012 an area admeasuring 1 (One) acre being Commercial Site/Plot No.02 comprised in Rectangle No.40/Kila Nos.20 (6-18), 21/1(2-2), 21/1/1(0-8) situated at village/Ullhawas, Tehsil Sohna, Sector-63A, Gurgaon Manesar Urban Complex, more clearly shown and demarcated in the Zoning Plan annexed hereto as Schedule-I (hereinafter referred to as the "said Property") has been approved for construction and development, of a commercial complex on which construction of FSI admeasuring 76,230 (Seventy Six Thousand Two Hundred and Thirty) square feet ("Designated **FSI**") has been sanctioned by DGTCP / competent authorities.

(vii) The Land comprising Commercial Site 02 is owned as follows :

> M/s Four Construction Private Limited - Rectangle No.40, Killa Nos. a) 20 (6K 18 M), 21/1 (2K 2M), total land 8 Kanal - 1.00 Acres (after road adjustment) situated in village Ulhawas/ Sector 63 A, Gurgaon – Manesar Urban Complex vide registered sale deed registered as Document No.4070, in Bahi No.1, in Volume No. 1912 on Page No.44 on 03.01.2011.

M/s Sartaj Developers & Promoters Private Limited - Rectangle No.40, Killa Nos. 21/1/1 (OK 8M), total land 8 M = 0.05 Acres situated in village Ulhawas, Sector 63 A, Gurgaon – Manesar Urban Complex vide registered sale deed registered as Document No.2483, in Bahi No.I, in Volume No. 1910 on Page No.47 on 27.09.2010.

Both the above mentioned Land Holding companies i.e., M/s Four Construction Private Ltd and M/s Sartaj Developers & Promoters Private Limited have surrendered all rights with regard to the above mentioned land [as mentioned in Recital (vii) above] to M/s Anantraj Industries Limited to develop, market and sell the same on their behalf. M/s Anantraj Industries Limited is also authorized to receive consideration for the same. The same land is also included in the duly approved land schedule of license no.119

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dated 28th December, 2012 granted to M/s Anantraj Industries Limited and others for development of a Residential Plotted Colony in Sector 63-A Gurgaon, and the above mentioned land [as mentioned in Recital (vii) above] has been sanctioned as a commercial plot # 02 in the approved Layout Plan and Zoning Plan of the residential colony to be developed by M/s Anantraj Industries Limited and others.

- II. The Sellers have represented to the Buyer that the said Property, hereby sold to the Buyer along with exclusive right to construct the Designated FSI, is free from all kinds of encumbrances, such as prior sale, mortgage, gift, will, litigations, liens, disputes, lease, loan, surety, security, injunction, stay order, notice of acquisition or requisition, Governmental Claim, attachments, family & religious disputes, order of attachment by the Income-Tax Authorities and wealth tax attachments or any other Authority, or any other registered or unregistered encumbrances, of any nature, howsoever and whatsoever (hereinafter referred to as the "Encumbrances").
- **III.** The Buyer has inspected all relevant documents provided by the Sellers with regard to the Property and are fully satisfied with the same and subsequently agreed to purchase the **said Property** along with exclusive rights and entitlements to develop and implement a Commercial Complex on the **said Property** by utilizing the Designated FSI.
- IV. The Sellers have agreed to sell and Buyer have agreed to purchase the said Property and have agreed to execute the present Sale Deed for recording the transfer, conveyance and sale of all rights, title and interests of the Sellers in the said Property i.e. land admeasuring 1 (One) acre being Commercial Site/Plot No.02 comprised in Rectangle No.40 Kila Nos.20 (6-18), 21/1(2/2), 21/1/1(0-8) situated at village Ullhawas, Tehsil Sohna, Sector-63A, Gurgaon Manesar Urban Complex, more clearly shown and demarcated in the Zoning Plan annexed hereto as Schedule-I, along with rights and entitlements in respect of the development and implementation of commercial complex on the said Property by utilizing the Designated FSI and other rights and entitlements in respect thereof for a total sale consideration amounting to Rs.22,50,00,000.00 (Rupees Twenty Two Crores and Fifty Lacs only) (hereinafter referred/to as the "Total Consideration").

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AND NOW THEREFORE, THIS SALE DEED HEREBY RECORDS THE AGREEMENT OF THE PARTIES AND WITNESSETH AS UNDER:

1. SALE OF PROPERTY AND GRANT OF RIGHTS

- The Sellers, in lieu of the Total Consideration i.e. an amount of 1.1. Rs.22,50,00,000.00 (Rupees Twenty Two Crorg and Fifty Lakh only) already received from the Buyer, hereby sells and absolutely conveys, transfers and assigns unto the Buyer all rights, title, entitlements and interests in the said Property i.e. land admeasuring 1 (One) acre being Commercial Site/Plot No.02 comprised in Rectangle No.40 Kila Nos.20 (6-18), 21/1(2-2), 21/1/1(0-8) situated at village Ullhawas, Tensil Sohna, Sector-63A, Gurgaon Manesar Urban Complex, more clearly shown and demarcated in the Zoning Plan annexed hereto as Schedule-V and land underneath the said Property along with exclusive rights to construct, develop, implement and own the commercial complex on the said Property by utilizing the Designated FSI (including exclusive rights of basement underneath and Terrace above the commercial complex to be constructed on said Property which is free of FAR) ('Commercial Complex') and to market, book, allot, sell, transfer, deal with or dispose the saleable areas of the Commercial Complex along with all rights of ownership, possession, construction, development, privileges, appurtenances, easements, patent or latent, enjoyed and reputed to be enjoyed in/respect thereof, free from all Encumbrances and the Buyer accepts and hereby purchases/acquire the same from the Sellers.
- 1.2. Henceforth the Sellers or any person claiming thorough them have been left with no rights, title, interests or entitlements or any nature whatsoever, in respect of the **said Property**, Designated FSI, Commercial Complex and/or other rights and entitlements granted, assigned, sold or transferred to the Buyer herein. The Sellers or any person claiming through them shall not raise any objection / claim in respect of the **said Property** or create any obstruction / interference in respect of the construction, development, implementation, marketing, booking, allotment, sale or transfer of the Commercial Complex.

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2.

Sale Consideration and other charges

2.1. Sale Consideration

- The Buyer has already paid the total sale consideration of an amount 2.1.1 of Rs.22,50,00,000.00 (Rupees Twenty Two Crores and Fifty Lacs only) (i.e. Total Consideration) to the Sellers in the manner detailed in payment schedule attached herewith as Schedule II, towards purchase of the said Property and land underneath the said Property along with exclusive rights to construct, develop, implement and own the Commercial Complex on the said Property by utilizing the Designated FSI (including exclusive rights of basement underneath and terrace above the Commercial Complex which is free of FAR) and to market, book, allot, sell, transfer, deal with or dispose the saleable areas of the Commercial Complex along with all rights of ownership, possession, construction, development, privileges, appurtenances, easements, patent or latent, enjoyed and reputed to be enjoyed in respect thereof, free from all Encumbrances. The Sellers hereby acknowledge the receipt of Total Consideration.
- 2.1.2. The Sellers confirm and acknowledge that the Total Consideration represents full and final consideration for the sale/transfer of the **said Property** along with rights and entitlements for development and implementation of Commercial Complex on the **said Property** and other rights and entitlements in respect thereof as provided in Clause 1.1 herein above, which has been duly received by the Sellers from the Buyer in the manner provided in **Schedule II** herein and no further or additional sums/amounts are payable by the Buyer in this regard.
- 2.1.3. The Sellers hereby confirm and acknowledge that the payment of Total Consideration is a valid discharge of the payment related obligations stated in this Deed on the part of the Buyer.

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2.2. EDC/IDC

- 2.2.1. The Buyer has simultaneous to the execution of this Deed have also paid to the Sellers (in addition to the Total Consideration as per clause 2.1.1) the EDC/IDC charges payable in respect of the said **Property** in full and final settlement, the receipt of which is hereby acknowledged by the Sellers. The EDC/ IDC charges paid by Buyer are as per the current applicable rates and as per current applicable rates no further amounts are due from Buyer in this regard. However, its is clearly understood by the Buyer that incase of any enhancement / increase in the EDC/ IDC charges in future by the competent authorities the same will have to be paid by the Buyer on pro-rata basis, as demanded by the Sellers (along with relevant proof). The Sellers shall be responsible to deposit the same with the competent authorities along with EDC/IDC and other charges payable for the Project as per timelines stipulated by the competent authorities, so as to ensure that the construction, development, implementation and completion of the Commercial Complex on the sad Property is not adversely affected in any manner whatsoever.
- 2.2.2. In the event of failure or delay by the Sellers in making payments of EDC/IDC and/or other charges in respect of the Project / the Total Land, the Sellers shall be liable for bearing all charges / levies / penalties / interests as may be imposed by the competent authorities for the same and the Sellers shall at all times keep the Buyer indemnified and harmless against all losses, damages, cost, expenses, liabilities, penalties etc., that may be caused to or suffered by the Buyer in this regard.

2.3. Taxes and other/charges

2.3.1. The Parties hereby agree that all property and/or municipal taxes and all other taxes, levies, cesses and dues in respect of the Property, accrued or charged for the period upto the date of execution of this Sale Deed have been duly paid by the Sellers to the competent authorities and thereafter all property and/or municipal

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taxes and all other taxes, levies, cesses and dues in respect of the Property shall be borne and paid by the Buyer. All property tax, utility bills, demands, cesses, levies and penalties / damages in respect of the **said Property** whether levied now or in future for the period prior to the execution of this Deed shall at all times be the liability of the Sellers and the Sellers shall indemnify the Buyer in respect thereof.

- 2.3.2. Apart from the Total Consideration and EDC/IDC charges in respect of the Property, which have been already paid by the Buyer to the Sellers, the Buyer shall not be liable for payment of any other amount to the Sellers or any other person claiming under them in respect of the Property / Designated FSI / Commercial Complex.
- 2.3.3. All payments, fees, charges, cost, expense, penalties, conversion charges etc., only with regard to the Licence of the colony, & in respect of the permission / licenses / approvals / sanctions obtained / to be obtained in respect of the Colony / Project shall be borne and paid by the Sellers without any liability on the Buyer and the Sellers will ensure that the validity of the Licence / permissions in respect of Colony is maintained upto 4 years from the date of Licence or extended period, if any,.

3. HANDING OVER OF POSSESSION AND RELEVANT DOCUMENTS

3.1. The Seller's have simultaneous to the execution of this Deed handed over actual, vacant and physical possession of the Property to the Buyer and the Buyer acknowledges taking over the same. The Buyer shall henceforth hold the Property as the absolute owner and shall be entitled to all the benefits arising out of such ownership and possession.

Relying on the representations and undertakings of the Sellers as contained in this Deed and believing the same to be true and acting on the faith thereof, the Buyer has purchased the Property and shall be entitled to get the Property mutated in records of the competent authorities in its favour and for which the Sellers shall provide all co-operation and hereby undertake to sign requisite documents and give no objection/consent before all

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competent authorities, as and when required, to facilitate mutation of the Property in name of the Buyer.

3.3. Simultaneous to the execution of this Deed, the Sellers have handed over to the Buyer the documents pertaining to the Property as listed in Schedule III attached herewith, receipt of which is hereby acknowledged by the Buyer.

4. **RIGHT TO DEVELOP AND CONSTRUCT THE COMMERCIAL COMPLEX**

- 4.1. The Buyer shall have the exclusive right and authority to develop, design, construct, complete, own, market, book, allot, sell, transfer and maintain the Commercial Complex (including exclusive rights of basement underneath and terrace above the Commercial Complex which is free of FAR) at its own costs and expenses and on such terms and conditions as may be deemed fit by the Buyer without any objection / obstruction from the Sellers.
- 4.2. The Buyer shall have the right to apply for and obtain all requisite approvals and permissions including but not limited to building plans, working drawings, service drawings/plans, layout plans, approvals, no-objection certificates, certificate for commencement, electricity, water supply, sewerage connections, occupation / completion certificate and other requisite approvals, of any nature whatsoever, as may be required for construction and development of the Commercial Complex from competent authorities at its own cost and expense and the Sellers shall have no objections in respect thereof. The Sellers shall ensure that all aspects/requisites as are required to be fulfilled by the Sellers under the applicable laws for obtaining such certificates, approvals etc. such as payment of EDC / IDC charges etc., shall be duly fulfilled/ complied with by the Sellers.
- 4.3. The Buyer shall be entitled to appoint architects, contractors, experts, consultants, accountants, labourers, carpenters, electricians, and other service providers / independents personnel(s) /person(s) as may be required for construction and development of the Commercial Complex.

The Buyer shall be entitled to prepare the detailed designs and building plans for the Commercial Complex and submit the building plans to the competent

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authorities and obtain sanction of the same. The Sellers shall raise no objections in respect of the designs and layouts for the Commercial Complex prepared by the Buyer provided they are made as per applicable laws.

- 4.5. The Buyer shall have the right to construct and develop the Commercial Complex on the Property by utilizing the Designated FSI in accordance with the plans and layout prepared by the Buyer and approved by the competent authorities. Upon completion of construction of the Commercial Complex the Buyer shall have the right to apply for the occupation certificate / completion certificate from the competent authority. The Sellers shall extend all requisite assistance to the Buyer to enable the Buyer to dury prepare, apply for and obtain the occupation certificate and/or completion certificate from the competent authorities.
- 4.6. The Buyer shall be entitled to promote, advertise and market the saleable areas in the Commercial Complex through such pamphlets, advertisements, billboards, hoardings and other materials/sources in the form and format as the Buyer deems fit and appropriate and for the said purposes the Buyer may appoint agency/contractor as per its sole discretion.
- 4.7. The Buyer shall at all times be free to determine proper and actual name of the Commercial Complex and change it, if required, at its sole discretion and the Sellers shall have no objections to the same. The name of the Commercial Complex and the brand names to be used for the Commercial Complex and its marketing, advertisement and promotion shall be decided by the Buyer in its sole discretion.
- 4.8. The Buyer shall be entitled to book, allot, sell, lease or deal with / dispose of the saleable areas in the Commercial Complex in favour of the prospective buyers by executing the documents such as allotment letter and/or agreement to sell and / or unit buyer's agreement and/or sale deed and/or conveyance deed and/or enter into such other documents as the Buyer requires and deems fit and on such terms and conditions as the Buyer deem fit and appropriate and present such agreements, documents etc., before the competent authorities for registration and receive advances, consideration etc., in respect thereof from prospective buyers/transferees.

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- 4.9. The Sellers agree that they shall fully co-operate and execute/sign such documents and appear before the competent authorities, as any when required by the Buyer, so as to enable the Buyer to book, allot, sell/convey, lease or deal in / dispose of the saleable areas allocated in the Commercial Complex in favour of the prospective buyers/transferees.
- 4.10. All costs and expenses as may be incurred / to be incurred in construction and development of the Commercial Complex on the Property including costs and expenses towards sanction of building plans for the Commercial Complex, permission and approval to be obtained in respect of the Commercial Complex, construction material, fixtures and fittings, airconditioning, installation of electric substations, transformers, generators, lifts, fire fighting equipments, sanitary works, water works, fees/remunerations of the architects, engineers, consultants, staff/workforce, etc. shall be borne by the Buyer.
- 4.11. In the event any deposits, fee or charges deposited by the Buyer with the competent authorities is refunded by the competent authorities, then the Buyer shall be entitled to receive the same. However, in case such refunds attributable are made by the competent authorities in the name of the Sellers(s), then the same shall be reimbursed / forwarded by the Sellers(s) to the Buyer within a period of 7 (Seven) days from the date of receipt of intimation of such refund by the competent authorities.
- 4.12. The Buyer shall have the right to maintain, either itself or through any maintenance agency, the common areas of the Commercial Complex, all infrastructure developments, facilities and services in the Commercial Complex on the Property like sewage, drainage, sanitation, water supply, electricity, power-back up, lights, fire fighting and safety equipments and other civic amenities etc. and receive all receivable in respect of the Commercial Complex and the Sellers shall not cause any hindrance in works/activities that may be carried on by the Buyer/its appointed maintenance agency.
- 4.13. The Buyer shall be entitled to install, operate and manage various equipments on the Property / Commercial Complex for providing amenities in

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the Commercial Complex including and not limited to D.G. sets, transformers, water harvesting system, chillers etc. and the Sellers/its nominee agencies shall have no objections to the same.

- 4.14. The Buyer shall be entitled to and shall have valid rights to, put up signage's and display material within and on outer façade / terrace / buildings of the Commercial Complex and receive payments / charges for the same without any objection from the Sellers.
- 4.15. The Buyer shall have the right to transfer and sell the Property along with the rights, title and interests therein to any person/assignee(s) whomsoever, in whole or in parts and in this regard, the Buyer shall be at sole liberty to determine the consideration for sale of the Property and its rights, title and interest therein and be entitled to receive the same in its own name.
- 4.16. The Buyer / its nominees / contractors / visitors / customers / employees etc., shall have access and right of way to and from the said Property/Commercial Complex from all sector roads, Colony roads, revenue roads and other roads developed / to be developed by the Sellers and/or competent authorities at all times in future.
- 4.17. The Buyer will be required to build the Sewerage Treatment Plant within their complex / plot, and will ensure mandatory requirement with regard to the recycling of water, rainwater harvesting, water treatment plants, if required. The Sellers will also allow the buyer to connect the excess discharge from the STP to the sewerage line being provided by the Sellers in the Colony without any additional charge.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers, jointly and severally, represent and warrant to the Buyer as under:

- 5.1. That the title of the Property and the rights of the Sellers in respect thereof are clear and marketable and free from all Encumbrances.
- 5.2. That the Sellers are entitled to deal with the Property in any manner whatsoever, and more particularly to transfer the same along with all the right, title, interest in relation thereto to the Buyer.

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- 5.3. That the Sellers have full power, good and absolute authority to enter into these presents without having recourse to any other person(s) and no consent of any third party is required thereof except as provided hereunder this Deed.
- 5.4. That the Sellers will duly comply with their obligations under this Deed and agree and undertake to indemnify and keep indemnified and harmless the Buyer against all actions; demands, costs, claims and expenses and damages that may be suffered or occasioned by the Buyer on account of non-observance and non-performance of the obligations of the Sellers.
- 5.5. That there are no actions, suits, investigations or other proceedings pending or threatened, and that there are no orders, judgments or decrees of any court or governmental authority, judicial or quasi judicial body, against the Sellers which shall have a material adverse effect on the Sellers, the Property or the ability of the Parties to consummate the transaction contemplated herein.
- 5.6. That the Sellers have not executed and are not a party to and shall not execute any agreement for sale, estate contract, option, right of preemption, development agreements or matters similar thereto, right of first refusal or similar matters, the provisions of which remain to be performed, and there are no outstanding actions, claims or demands between the Sellers and any other person / entity affecting or relating to the Property/Designated FSI, where under any person / entity has a contractual right or obligation to acquire an estate or interest in the Property or which may hinder the consummation of the transaction contemplated herein.
- 5.7. The execution, delivery and performance by the Sellers of this Deed and the consummation by it of the transactions contemplated herein (i) have been duly and validly approved by its Board of Directors, (ii) do not violate or contravene any law, rule or regulation applicable to it, (iii) do not violate or conflict with any provision of its memorandum of association or articles of association, (iv) do not violate any government license or permissions or any other license or any contractual obligation on it.

5.8. That the Sellers have not granted any easement right or any right of way to

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the Property or any part thereof to any other party or person.

6. COVENANTS OF SELLERS

In addition to the covenants of the Sellers mentioned elsewhere in this Deed, the Sellers covenant as follows:

- 6.1. The Sellers or any person claiming under them shall not interfere with or obstruct in any manner with the construction, development, implementation and completion of the development of the Commercial Complex on the Property.
- 6.2. As and when any additional FSI is permitted by the competent authorities with respect to the respective plot / **said Property** then the Buyer shall be entitled to receive benefits of the additional permitted FSI in proportion to the area of **said Property** without payment of any additional amount to the Sellers and the Buyer shall be entitled to construct its share of such additional FSI on the **said Property** / Commercial Complex in the manner the Buyer deems fit and property without any claim / obstruction of the Sellers.
- 6.3. The Sellers shall at all times allow and permit to the Buyer/its employees, contractors, visitors, construction material, their vehicles etc. to access the Commercial Complex/said Property from roads/lanes within the Project and shall not create hindrance in such access roads for any reason whatsoever.
- 6.4. The Sellers shall at all times, as and when required by the Buyer, extend their co-operation and provide full assistance to the Buyer/its nominees/agents/contractors etc. for obtaining any approvals, permissions, sanctions, licenses, certificates etc. for commencement and completion of construction and development of the Commercial Complex and shall sign/execute all applications, papers and documents and do all acts, deeds and this as the Buyer may require the Sellers to do in this regard. In case any fee, penalty or interest is levied by the competent authorities for obtaining extension of License or for breach of terms of License or any other acts of violation/omissions in this regard then the same shall be borne and paid by the Sellers.

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- 6.5. The Sellers shall supply and provide all documentary / title evidence as may be required to be submitted to competent authorities, and render all assistance and sign and execute such applications, representations, forms, documents, plans, affidavits, undertakings, letters etc. as may be necessary for obtaining applicable licenses, permissions, approvals, permits, occupancy/completion certificate or otherwise required for the development and construction of the Commercial Complex, as and when required by the Buyer.
- 6.6. The licence No.119 dated 28.12.2011 granted to the Sellers is valid for a period of 4 year and the buyer will ensure that the building is constructed on the plot and occupancy / completion certificate is received by the buyer or within the extended period (if any)
- 6.7. The Sellers covenant that they shall sign all documents and papers and do all acts, deeds, matters and things necessary for registration of this Deed pertaining to the Property in the name of the Buyer or its nominee(s) in records of the Sub-Registrar of Assurances, Gurgaon (Haryana) and/or any other authority in this regard including Haryana Urban Development Authority, Municipal Corporation of Gurgaon and the revenue authorities.
- 6.8. The Sellers shall not block access to, obstruct, hinder, restrict the movement of persons and goods/ materials to and from the Property and/or the Project which persons and goods/ materials have been deputed/ sent therein by the Buyer or its contractors in order to carry out the development and construction of the Commercial Complex.
- 6.9. The Sellers shall do all acts, matters and things necessary to enable the Second Party to carry out development and construction of the Commercial Complex.
- 6.10. The Sellers shall not cause any default and/or not to commit any act, which will cause revocation or withdrawal of the sanctioned building plans and other permissions/approvals/licenses relating to the Commercial Complex as may be granted by the competent authorities to the Buyer.

6.11. The Sellers have agreed that, till the time 60 (Sixty) meter sector road,

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adjacent to which the Commercial Complex is located, is fully developed and constructed by the competent authorities, it shall provide access road (suitable for plying of heavy trucks/vehicles) to the Buyer / its employees / contractors / visitors / construction material / customers, their vehicles etc. to and from the Commercial Complex through the internal roads of the Project without any restriction of any nature whatsoever and maintain the said roads in good condition.

7. ASSIGNMENT/TRANSFER

7.1. The Buyer shall be entitled to sell / assign / transfer or dispose of its rights, title, obligations and entitlements accruing to it under this Deed to any person / entity as deemed fit by it without any objections from the Sellers.

8. INDEMNITY

- 8.1. The Sellers hereby agree to indemnify the Buyer against all losses and damages that may be suffered by or caused to the Buyer due to any defect in the title of the Sellers or its / their predecessors, or in case the peaceful possession of the Buyer is hampered or destroyed in any manner.
- 8.2. The Sellers hereby further agree to indemnify and keep indemnified the Buyer against all loss and damages caused/suffered by the Buyer including and not limited to delay in completion of the commercial complex due to the breach of its representations, warranties, obligations or covenants of the Sellers as enumerated hereunder and / or due to any act of omission/commission by the Sellers.

9. **COSTS**

9.1. All the expenses relating to stamping and registration of this Deed i.e., stamp duty, registration charges, etc. shall be borne and paid by the Buyer.

10. MISCELLANEOUS

10.1. <u>Original Deed</u>: After the execution of this Deed, the original thereof shall be retained by the Buyer and the Buyer/its nominee shall have the right to collect the original Sale Deed from the Sub Registrars Office. The Buyer shall

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provide the Sellers with a copy of the said original Deed.

10.2. Governing Law: This Deed is governed by and is to be construed in accordance with the Laws of India.

In witness thereof, the Parties hereto have caused this Deed to be executed on the day and year first above written.

Drafted By :----Shaile Shailender Bahl Advocate Diett. CoDietts Goutin Gurgaon

SELLERS

For Anant Raj Industries Limited

For Anant Raj Industries Ltd.

(Authorized Signatory)

For Four Construction Pvt Limited

Four Construction Private Limited

(Authorized Signa Authorised Signatory

For Sartaj Developers & Promoters/Pvt Limited For Series Developers & Promoters Pvt. Ltd.

(Authorized Signatory)

Edil Witness:

Witness:

1. Mr. Ajay Bhardwaj søn of Sh.B N P Sharma Plot No. 40 Sector 18 Gurgaon (HR)

For Sartej Developers & Promoters Pvt. Ltd.

Authorised Signatory

For Construction

BUYER

For Galaxy Monnet Infraheights Private Limited For Galaxy Monnet Infraheights/Pvt. Ltd. **Authorised Signatory**

(Authorized Signatory)

Soutach Konsingh, Slomr Swich Blo-R-148 choralya Place-II New Dehi - 110059



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Schedule-II

Manner of payment of Total Consideration

	Sr.	Date	Demand Draft			
	NO) Cheque No.	Amount In (Rs	a.) Amount In Wørd	In favou
			/RTGS No.		(Rupees)	of
	1	23.5.2012		Diffe		
		25.5.2012	Dunn, Nyyy	Rs.1,25,00,00		Anantraj
			Delhi, Cheque No.941790		Lacs only	Industries
	2	23.5.2012				Ltd
		25.5.2012		Rs.1,50,00,00	0 One Crore fifty lacs only	Anantraj
			Delhi, Cheque No.941791			Industries
	3	25.5.2012				Ltd
	_	20.0.2012	Chi Dunk, NOW	Rs.1,00,00,000	O One Crore only	Anantraj
1			Delhi, Cheque No.941792			Industries
ų.	4	25.5.2012	CITI Bank, New			Ltd
1		20.0.2012		Rs.1,00,00,000	One Crore only	Anantraj
			Delhi, Cheque No.941793			Industries
T	5	25.5.20/2				Ltd
l.		20.0.2012	CITI Bank, New	Rs.1,00,00,000	One Crore only	Anantraj
1			Delhi, Cheque No.941794			Industries
T	6	25 5.2012				Ltd
		25/5.2012	CITI Bank, New	Rs.1,25,00,000	One Crore Twenty Five	Anantraj
1			Delhi, Cheque		Lacs only	Industries
	7	7.7.2012	No.941795			Ltd
		1.1.2012	RTGS through CITA	Rs.1,00,00,000	One Crore only	Anantraj
			Bank vide RTG8			Industries
			No.			Ltd
	8	10.7.2012	CITIH12189500481			
/		10.7.2012	RTGS through CITI	Rs.5,00,00,000	Five Crores only	Anantraj
•			Bank vide RTGS			Industries
			CITIH /2192500497			Ltd
	9	11.7.2012	RTGS through CITI			~
			Bank vide RTGS	Rs.2,25,00,000	Two Crores Twenty five	Anantraj
			No		lacs only	Industries
			CITIH12193500570			Ltd
	10	12.07.2012	Demand Draft	D. 7.05.00.000		
			Drawn on CITI	Rs.7,25,00,000	Seven Crore and Twenty	Anantraj
			Bank bearing No.		Five Lakh Only	Industries
			890607			Ltd
		TOTAL		Do 22 50 00 000/		
		4		Rs.22,50,00,000/-	Rupees Twenty Two	
					Crore Fifty Lakh Only	
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Schedule III

Documents handed over by the Sellers to the Buyer at the time of execution of this Deed

- 1. Original Zoning Plan of the said Property and certified copy of the same;
- 2. Certified copy of layout plan with dimensions of the said Property;
- 3. Receipt of full and final payment of Total Consideration.
- 4. Possession handover Letter;
- 5. Indemnity Bond;
- 6. Certified true copies of the Sale Deeds of land comprising the **said Property** obtained from Sub-registrars office i.e.
 - 6.1. Sale deed in respect of land comprised in Rectangle No.40, Kila No.20 (6-18), 21/1 (2-2) registered as Document No.4070, in Volume No. 1912, in Additional Book No. I, on Page No.44 on 03.01.2011.
 - 6.2. Sale deed in respect of land comprised in Rectangle No.40, Kila No. 21/1/1 (0-8) registered as Document No.2483, in Bahi No.I, in Volume No. 1910 on Page No.47 on 27.09.2010.
- 7. Complete and true Copy of License with Annexure;
- 8. Complete and true copy of the board resolution and other documents by virtue of which the Sellers are authorized to sell/deal in respect of the **said Property** and sign this Sale Deed.

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