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4288

20/7/2018

Sale of Immovable Properties

Indian-Non Judicial Stamp
Haryana Government

Date : 19/07/2018

Certificate No. G0S2018G1249

GRN No. 37147659

Stamp Duty Paid : ₹ 24525300
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Om Prakash Tyagi

H.No/Floor : S142 Sector/Ward : 49 LandMark : Uppal south end

City/Village : X District : Gurugram State : Haryana

Phone: 9810080057 Others : Jitender kumar son of nain singh tyagi

Buyer / Second Party Detail

Name : Advance India projects Limited

H.No/Floor : 4th Sector/Ward : 232b LandMark : Okhla industrial estate

City/Village: Phase iii District : New delhi State : New delhi

Phone : 9810080057

Purpose : Non Judicial Stamp for Sale Deed

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

THIS STAMP PAPER FORMS PART AND PARCEL OF SALE DEED DATED 20 JULY 2018 EXECUTED BY MR OM PRAKASH TYAGI AND MR JITENDER KUMAR IN FAVOUR OF ADVANCE INDIA PROJECTS LIMITED

Jitender Kumar

ADVANCE INDIA PROJECTS LIMITED

प्रलेख न:4288 दिनांक:20-07-2018

डीड सबंधी विवरण

डीड का नाम SALE OUTSIDE MC AREA

तहसील/सब-तहसील बादशाहपुर गांव/शहर मैदावास मैदावास स्थित मैदावास

भवन का विवरण

भूमि का विवरण

चाही 35 Kanal 4 Marla

धन सबंधी विवरण

राशि 490505920 रुपये

कुल स्टाम्प ड्यूटी की राशि 24525296 रुपये

स्टाम्प नं : g0s2018g1249 स्टाम्प की राशि 24525300 रुपये

रजिस्ट्रेशन फीस की राशि 15000 रुपये पेरिटंग शुल्क 3 रुपये

Drafted By: Mukesh Kr Saini Adv Service Charge:200

यह प्रलेख आज दिनांक 20-07-2018 दिन शुक्रवार समय 12:41:00 PM बजे श्री/श्रीमती/कुमारी जितेन्द्र पुत्र नैनसिंह ओमप्रकाश पुत्र नैनसिंह जितेन्द्र कुमार पुत्र नैनसिंह औमप्रकाश पुत्र नैनसिंह निवासी S-263 uppal South End Sec 49 Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

हस्ताक्षर प्रस्तुतकर्ता

जितेन्द्र ओमप्रकाश जितेन्द्र कुमार औमप्रकाश

संयुक्त सब रजिस्ट्रार गुड़गाँव

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 सबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है |

या

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

दिनांक 20-07-2018

जितेन्द्र ओमप्रकाश जितेन्द्र कुमार औमप्रकाश

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

संयुक्त सब रजिस्ट्रार गुड़गाँव

उपरोक्त क्रेतान श्री/श्रीमती/कुमारी Advance India Projects Limited thru Kirti kumarOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों में सुनकर तथा समझाकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष क्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी hari Chand पिता --- निवासी Badshahpur व श्री/श्रीमती/कुमारी Sandeep Gupta पिता --- निवासी D-967 New Friends Colony ND ने की |

साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

दिनांक 20-07-2018

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

संयुक्त सब रजिस्ट्रार गुड़गाँव

SALE DEED

1. Type of Deed	:	Sale Deed
2. Village	:	Maidawas, Sector 66
3. Tehsil	:	Sub-Tehsil Badshahpur, Gurugram
3. Unit Land	:	35 Kanal 4 Marla (4.40 acres)
4. Type of Property	:	Cyber Park Colony
5. Transaction Value	:	**Rs 49,05,05,906/-**
6. Stamp duty	:	Rs. 24,52,5300/-
7. Stamp Certificate No./Date	:	G0S2018G1249/19.07.2018
8. Stamp GRN No.	:	37147659

This Deed of Absolute Sale (hereinafter referred to as the "**Sale Deed**") is made and executed at Gurugram, on this 20th day of July 2018;

BY & BETWEEN

1. **Mr. Om Prakash Tyagi**, an Indian habitant having **Aadhar No. 657926585542 and PAN: AAUPO4900D**, son of Sh. Nain Singh Tyagi, R/o S-142, Uppal South End, Sector 49, Gurugram, Haryana-122 001 and permanent resident of village and Post office Badshahpur, Tyagi Mohalla, Gurugram, Haryana (hereinafter referred to as the "**Vendor-I**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the FIRST PART;

2. **Mr. Jitender Kumar**, an Indian habitant having Aadhar number **620712367205 and PAN: ANPPK4191C**, son of Sh. Nain Singh Tyagi, R/o S-263, Uppal South End, Sector 49, Gurugram, Haryana-122 001 and permanent resident of village and Post office Badshahpur, Tyagi Mohalla, Gurugram, Haryana (hereinafter referred to as the "**Vendor-II**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to

		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

Reg. No.	Reg. Year	Book No.
4288	2018-2019	1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- जितेन्द्र ओमप्रकाश जितेन्द्र कुमार औमप्रकाश

क्रेता :- thru Kirti kumarOTHERAdvance India Projects Limited

गवाह 1 :- hari Chand

गवाह 2 :- Sandeep Gupta

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4288 आज दिनांक 20-07-2018 को बही नं 1 जिल्द नं 16 के पृष्ठ नं 109 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 306 के पृष्ठ संख्या 24 से 26 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 20-07-2018

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

संयुक्त सब रजिस्ट्रार
गुड़गाँव

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the SECOND PART;

Vendor-I and Vendor-II shall collectively hereinafter be referred to as the "**Vendors**"

AND

Advance India Projects Limited, a company incorporated under the provisions of Companies Act, 1956 having corporate identification number U45209DL1997PLC087292, and registered office at 232B, Fourth Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020, acting through its authorised signatory Mr. Kirti Kumar Vasti, duly authorized vide board resolution passed in the meeting of the Board of Directors held on 11 July 2018 (a copy of the said Resolution is attached herewith as Annexure I), (hereinafter referred to as the "**Vendee**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its representatives, nominees, administrators, executors and assignees etc.) of the THIRD PART.

'Vendors' along with the 'Vendee' shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**"

A. **WHEREAS**, the Vendors are the sole, absolute and exclusive owners of various contiguous parcels of land aggregating to 35 Kanal and 4 Marla (4.40 acres) (17,806.20 Sq. Mtrs.), situated in the revenue estate of village Maidawas, Sector 66, Sub-Tehsil Badshahpur, District Gurugram, Haryana (hereinafter referred to as the "**Said Land**"), as recorded in the Jamabandi for the year 2014-15 and the same is valid and subsisting, along with all super-structures, trees or any other attachments with the Said Land. The detail of the Said Land is more fully mentioned hereinbelow:

		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

Name of Owner	Rectangle No.	Killa No.	Area Taken Kanal – Marla
Sh Om Prakash Tyagi, Sh Jitender Kumar (1/2 share each)	33	1/1	3-3
	33	11/1	4-0
	34	5	8-0
	34	6/2	4-16
	34	7/1	6-18
	34	15/1	4-0
	34	15/2	4-0
	34	16	0-7
Total			**35 K - 4 M or 4.40 acres**

B. **AND WHEREAS,** the Vendors have represented that a license bearing No. 112 of 2012, was granted by the Director General Town & Country Planning, Haryana, (DGTCP), vide Endst. dated 28.12.2011, bearing No. LC-2543/DS(R)-2011/19761 in favor of the Vendors in collaboration with Gupta Promoters Private Limited (hereinafter referred to as the "**Licence**"), for development of a Cyber Park Colony on the Said Land along with some other land parcels (total licenced land being 49Kanal 2 Marla i.e. 6.1375 acres i.e. 24,837.5813 Sq Mtrs).

C. **AND WHEREAS,** the Vendors have further represented that the Said Land is free from any gift, requisition, acquisition proceedings, acquisition notices, will, court decrees, court injunctions/stay orders or attachment of any other kind or any other litigation and they have full right to transfer, sell and convey the Said Land. The Vendors have further represented that they are competent to sell the Said Land to the Vendee.

D. **AND WHEREAS** the Vendors for certain commitments and bonafide necessities requirements, are desirous of selling the Said Land, and have decided to hereby grant, convey, transfer, by way of sale, the Said Land and assign unto and in favour of the

31.8.2021		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

Vendee the Said Land absolutely and forever, as described above and every part thereof together with all the right, title and interest therein, with all the benefits, advantages, concessions, licenses, easement rights, equities, claims, demands, privileges, appurtenances or any other things after due consultation with their family members and legal heirs and whereas the Vendee after carrying out due diligence has agreed to purchase the Said Land for the Sale Consideration i.e. **Rs 49,05,05,906/- (Rupees Forty Nine Crore Five Lac Five Thousand Nine Hundred and Six Only)** on the mutually agreed following terms and conditions: -

Interpretation:

In this deed:

a. Words imparting the masculine gender include the feminine and the neuter and vice versa.
b. Words imparting the singular include the plural and vice versa.
c. References to persons include bodies corporate and vice versa.
d. Save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
e. Save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed, which is so numbered.
f. Possession means actual vacant, peaceful and physical possession of the Said Land.

NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AND THIS SALE DEED WITNESSTH AS UNDER:-

1. That in consideration for payment of the Sale Consideration i.e. Rs 49,05,05,906/- (Rupees Forty Nine Crore Five Lac Five Thousand Nine Hundred and Six only), already paid by the Vendee to the Vendors as stated in Clause 2 hereunder, the receipt whereof the Vendors hereby admit and acknowledge, the Vendors doth hereby convey, sell, transfer, assure and assign all their rights, title and interest in the Said Land along with all attachments and appurtenances, attached and annexed to the Said Land, and every part thereof, more particularly described herein above unto the

		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

Vendee with all their rights, liberties, privileges, interests, benefits, advantages, concessions, licenses, easement rights, equities, claims, demands, passages, pathway whatsoever appurtenant and/or attached to the Said Land together with full and free right and liberty of the estate, rights, title and interests into or out of or upon the Said Land and every part thereof, and to hold the same unto the use of the Vendee, its representatives, successors, assignees, executors, administrators absolutely and forever.

2. That, the Vendors hereby covenant that this Sale Deed is executed in its entirety and the Vendee has paid the entire Sale Consideration of Rs 49,05,05,906/- (Rupees Forty-Nine Crore Five Lac Five Thousand Nine Hundred and Six Only) to the Vendors, the receipt and sufficiency of which the Vendors hereby acknowledge.

3. The Vendors hereby confirm that nothing is due from the Vendee on account of the Sale Consideration in respect of the Said Land. The Vendee has deducted TDS on the Sale Consideration as per Section 194-IA of Income Tax Act, 1961. The Vendee has confirmed that it shall provide the TDS Certificate to the Vendors within 1 (one) month from the date of this Sale Deed.

4. The Vendors have, simultaneously with the signing of this Sale Deed, handed over the actual, physical, vacant and peaceful possession of the Said Land to the Vendee and the Vendee hereby acknowledges the receipt of vacant, peaceful and physical possession of the Said Land.

5. The Vendors shall keep indemnified and hold harmless the Vendee from and against all losses, damages, cost(s) or claim(s), action(s) or proceeding(s) or third-party claims(s) as may be existing till the date of execution of this Deed and which may result in impeding the peaceful enjoyment of the Said Land by the Vendee. In case of acquisition of the Said Land or any of its part or in case the possession of the Said Land goes out of the hands of the Vendee, then the Vendee shall also have absolute

		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

and sole right to claim compensation in respect of the Said Land and the Vendors or their nominees shall have no right or interest whatsoever, in respect of the same. The Vendors hereby unequivocally and unconditionally surrender their rights in favor of the Vendee in respect of the same.

6. That the Vendors are hereafter left with no right, interest, title of any nature whatsoever over the Said Land and the Vendee shall be entitled to deal with the Said Land in any manner whatsoever as it may deem fit and proper.

7. That the Vendors represent, assure and confirm to the Vendee there are no existing encumbrances, agreements, General or Special Power of Attorney, third party rights and/or interests, mortgages, charges, lien, acquisitions, attachments, and claim, demand of any kind whatsoever on the Said Land and the Said Land is free from encumbrances, claims, demands, liens, mortgages, decrees, agreement to sell, etc., and the Vendors are fully entitled to convey and transfer the Said Land absolutely and forever.

8. That on the basis of this Sale Deed, the Vendee is entitled to get the Said Land mutated in its own name in the revenue record of the concerned authorities to which the Vendors will have no objection and will not raise any objection. The Vendors hereby confirm to assist and participate in the said mutation process.

9. That the Vendors have affirmed, represented and assured the Vendee that:
   a. The Said Land is good, clear and legally marketable property as owned and possessed by the Vendors having full right to transfer, sell, convey and/or deal with the same.
   b. As on the date of execution of this Sale Deed, the Said Land and every part or portion thereof and all the rights, title and interest of the Vendors therein are completely free from encumbrances, mortgage, lien, charges, pledges, loan, surety, security, acquisition, requisition, injunction, gifts, hypothecation/s, attachment in

31/7. 403/91		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

the decree of any court or authority or gram panchayat, will, trust, exchange, lease, subsisting agreement(s) to sell, acquisition/ requisition or proposed acquisition/ requisition by any authority or Government of Haryana and /or Government of India, obligations arising from trusts and no notice, which is subsisting, has been issued by the Government of Haryana and /or Government of India or any such Authority for acquisition or requisition in respect thereof and there are no pending attachment proceedings of any department or authority (of any nature whatsoever) with respect to the Said Land and every part or portion thereof and further, the Said Land and every part or portion thereof is completely free from all manner of litigation and there are no third party rights.

c. As on the date of execution of this Sale Deed, the Said Land is not subject to any dues, outstanding claims, demands penalties, etc. for any service, provided by any Government and/or local authority and/or towards any other statutory dues and/or any authority under the law of the land.

d. As on the date of execution of this Sale Deed, the Said Land has not been notified under the provisions of the Land Acquisition Act, 1894 either for the planned development by the Government and/or any other authority.

e. As on the date of execution of this Sale Deed, the Said Land is not subject to any execution of General or Special Power of Attorney, mortgage, transfer, assignment, and encumbrance by the Vendors in favor of any other person.

f. The Vendors have agreed to sell, transfer and convey the Said Land and all the rights, interests, lien and titles of the Vendors in the Said Land to the Vendee after consulting with their family members.

g. The Said Land is not subject matter of any HUF/Joint Hindu Family, Trust, Wakf board, Panchayat, Gram Sabha, etc. and no minor has any right, title or interest therein.

h. None of the family members of the Vendors have any objection for effecting sale, transfer, grant, conveyance and assignment of the Said Land in favour of the Vendee.

31/21. 4/03/21		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

i. No insolvency proceedings have either been initiated and/ or pending and/ or concluded against the Vendors.

j. The Said Land and every part or portion thereof has not been offered as security for securing the appearance of any person and/ or production of any property, document etc. before any court of law and/ or tribunal and/ or quasi-judicial authority and/ or any other office, department, authority, body etc. whatsoever and that no order of injunction and/ or any other order has been passed and is in effect thereby restraining the peaceful enjoyment and/ or possession and/ or alienation of the Said Land and every part or portion thereof by the Vendee.

k. The Said Land and every part or portion thereof does not belong to the Government of India/ State of Haryana or any agency or undertaking thereof.

l. The Vendors (including their predecessor-in-title) have not entered into any other agreement to sell, other agreement or any other arrangement relating to the Said Land and every part or portion thereof being the subject matter of this Sale Deed, which may affect the present sale, transfer, grant, conveyance, assurance, assignment and alienation of the Said Land and every part or portion thereof in any manner whatsoever.

m. The Vendors shall indemnify the Vendee of any property tax, vacant land tax, cost, charges, fees, fines, penalties, dues, etc. in respect of the Said Land towards land revenue, electricity charges, local taxes, and any other statutory or other dues, demands, claims, etc. relating to the period upto the date of this Sale Deed made/raised by the respective creditors either prior to or after the date of this Sale Deed.

n. The Vendors shall indemnify the Vendee of any cost, charges, penalties, interest, constraints, disturbances and whatsoever of that nature suffered/to be suffered by the Vendee out of any defects in the ownership title of the Said Land and every part or portion thereof.

o. The Vendors hereby agree and undertake to do all such acts, things and deeds which under the law, they are bound to do in respect of the Said Land for the purpose of effectually carrying out the intention and purpose of this Sale Deed,

31/8/19		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

if required in any manner whatsoever, in future including steps to be taken as the Vendors for mutation in the revenue records and shall not object to the mutation of the Said Land in favour of the Vendee in the records of the appropriate authority. The Vendee will also be entitled to get the Said Land mutated in its favour and get the same recorded in revenue records in its name.

p. That from this day onwards the Vendee shall be the absolute owner in possession of the Said Land and will be entitled to use and utilize the Said Land in any manner the Vendee may like, to which the Vendors will have no objection in any manner whatsoever.

q. That the Vendors have understood the contents of this Sale Deed and have given their full consideration to all aspects and terms and conditions here in above and after understanding the same have agreed to execute this Sale Deed in the presence of the witnesses.

r. All the representations, assurances, warranties, confirmations and declarations contained in the Recitals as well as in various clauses and / or as otherwise stated and recited in this Sale Deed are true and correct, no part thereof is false and nothing material has been concealed therefrom and if it is ever proved otherwise, or if the whole or any part of the Said Land is ever taken away or goes out from the possession of the Vendee on account of any of the representations, assurances, warranties, confirmations and declarations turning to be false or incorrect, then the Vendors shall be liable and responsible to indemnify and to make good the loss suffered by the Vendee and keep the Vendee or anyone claiming through the Vendee saved, harmless and indemnified against all such losses and damages suffered by the Vendee or its successors in title and interest and also against all claims, actions at law and other proceedings in respect thereof.

s. Agreement dated 15.05.2009 with Gupta Promoters Private Limited (CIN U45201HR1988PTC044763) and having its registered office at 804, Tower-A, Signature Tower, South City-I, Gurugram-122 001 and Special Power of Attorney dated 15.05.2009 and other related documents already stand cancelled and said

		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

Gupta Promoters Private Limited has relinquished all its rights, title and interest in the said Agreement and the Project in favour of the Vendee and has been left with no rights or interest in the Said Land, the Project or the Agreement mentioned hereinabove.

t. That the Vendee shall have all the rights to get the said License and approvals transferred in its own name along-with any amount or fee deposited by/on behalf of the Vendors regarding the Said Land.

u. There has been no (i) non-payment or delayed payment of any statutory dues or taxes which would have a material adverse impact on the Said Land or the License, except outstanding EDC and IDC payable to DTCP for the Said Land.

10. That the Vendee hereby represents, agrees and warrants that:

a. It has the absolute power and authority to execute this Deed and to carry out the obligations/undertakings contained in this Deed;

b. The entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it is a party and would not be against any court order, judgment or decree applicable to it;

c. It shall pay the outstanding EDC and IDC and/or any other charges alongwith interest, if any, payable to DTCP in relation to the License.

11. That the Vendors have agreed and undertaken to sign and execute without any reservation, objection or demur any, all and every paper, documents, applications, etc. in respect of the Said Land which may, at any time, be required by the Vendee and/or any office or authority concerned for necessary transfer and mutation of the Said Land in favor of the Vendee.

12. That the Vendors hereby declare to the Vendee that the Vendors have paid all the property tax, vacant land tax, taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the Said Land hereunder up to the date of execution of this Sale Deed and the Vendee shall bear and pay the same

3/12/2021		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

hereafter. If any arrears are found due to the earlier period, the Vendors shall discharge the same and keep the Vendee fully indemnified and harmless in this regard. Further, the Vendee shall be liable to make payment of outstanding dues with respect to EDC and IDC for the Said Land directly to DTCP. Any penalty, interest or other charges payable to DTCP in this regard shall be paid by the Vendee.

13. That the Parties agree that this Sale Deed supersedes all prior understandings/ Agreement to Sell/ Memorandum of Understanding/ Collaboration Agreements/ agreements/ writings/ documents executed between the Parties/ Vendors and the third parties, with respect to the subject matter of this Sale Deed.

14. That all charges and expenses towards stamp duty, registration fees for execution and registration of this Sale Deed have been borne and paid by the Vendee.

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		For Advance India Projects Ltd
OM PRAKASH TYAGI	JITENDER KUMAR	Authorised Signatory

IN WITNESS WHEREOF the Parties have set their respective hands and seal on these presents after clear and complete understanding of this Sale Deed in Vernacular language at the place and on the day, month and year first above written in the presence of the following witness:

DRAFTED BY
Mukesh Kumar Saini
Advocate
Distt. Court, Gurugram

SIGNED AND DELIVERED BY THE "VENDORS"

(OM PRAKASH TYAGI)

(JITENDER KUMAR)

SIGNED AND ACCEPTED BY THE "VENDEE"

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

Advance India Projects Limited

Through its authorized signatory

(KIRTI KUMAR VASTI)

Aadhaar No. 728569316663

WITNESSES:

1. Name: Hari Chand S/o Sh. Tara Chand

   Address: V.P.O. Badshahpur, Sub-Tehsil Badshahpur,

   District Gurugram, Haryana

2. Mr Sandeep Gupta S/o K.L. Gupta

   Address: D-967, New Friends Colony, New Delhi

भारत सरकार

आधार

भारत सरकार
Unique Identification Authority of India

नामांकन क्रम / Enrollment No.: 1500/82471/00521

To
कीर्ति कुमार वस्ती
Kirti Kumar Vasti
S/O: Surender Kumar Vasti
1966
NEAR SHIV SHAKTI MANDIR sector 28
Faridabad Sector 29
Faridabad Sector 29
Faridabad Faridabad
Haryana 121008
9810080057

28/01/2013

71583660

MD715836607FH

आपका आधार क्रमांक / Your Aadhaar No. :

7285 6931 6663

मेरा आधार, मेरी पहचान



कीर्ति कुमार वस्ती
Kirti Kumar Vasti
जन्म तिथि / DOB : 08/08/1969
पुरुष / Male

7285 6931 6663

मेरा आधार, मेरी पहचान

I

ॐ

4287
20/7/2018

Sale of Immovable Properties

Indian-Non Judicial Stamp
Haryana Government

Date : 19/07/2018

Certificate No. G0S2018G1235

GRN No. 37147056

Stamp Duty Paid : ₹ 9684750
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Om Prakash Tyagi

H.No/Floor : S142 Sector/Ward : 49 LandMark : Uppal south end

City/Village : X District : Gurugram State : Haryana

Phone: 9810080057 Others : Jitender kumar and ravinder kumar tyagi and tarun kumar tyagi

Buyer / Second Party Detail

Name : Advance India projects Limited

H.No/Floor : 4th Sector/Ward : 232b LandMark : Okhla industrial estate

City/Village: Phase iii District : New delhi State : New delhi

Phone : 9810080057

Purpose : Non Judicial Stamp for Sale Deed

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

THIS STAMP PAPER FORMS PART AND PARCEL OF SALE DEED DATED 20 JULY 2018 EXECUTED BY MR OM PRAKASH TYAGI, MR JITENDER KUMAR, MR RAVINDER KUMAR TYAGI, MR TARUN KUMAR TYAGI AND MR KESHAV TYAGI IN FAVOUR OF ADVANCE INDIA PROJECTS LIMITED

31/7/18

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

प्रलेख न:4287 दिनांक:20-07-2018

डीड सबंधी विवरण		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील बादशाहपुर	गांव/शहर मैदावास	स्थित मैदावास

भवन का विवरण

भूमि का विवरण	
नही	13 Kanal 18 Marla

धन सबंधी विवरण	
राशि 193694096 रुपये	कुल स्टाम्प ड्यूटी की राशि 9684705 रुपये
स्टाम्प नं : g0s2018g1235	स्टाम्प की राशि 9684750 रुपये
रजिस्ट्रेशन फीस की राशि 15000 रुपये	पेस्टिंग शुल्क 3 रुपये
Drafted By: Mukesh kumar Saini	Service Charge:200

यह प्रलेख आज दिनांक 20-07-2018 दिन शुक्रवार समय 12:33:00 PM बजे श्री/श्रीमती/कुमारी कैशव त्यागी पुत्र जितेन्द्र त्यागी वरूण त्यागी पुत्र जितेन्द्र त्यागी रविन्द्र कुमार त्यागी पुत्र ओमप्रकाश त्यागी जितेन्द्र कुमार पुत्र नैनसिंह ओमप्रकाश पुत्र नैनसिंह निवासी Village Badshahpur Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

संयुक्त सब रजिस्ट्रार
गुड़गाँव

हस्ताक्षर प्रस्तुतकर्ता
कैशव त्यागी वरूण त्यागी रविन्द्र कुमार त्यागी जितेन्द्र कुमार ओमप्रकाश

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 20-07-2018

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

संयुक्त सब रजिस्ट्रार
गुड़गाँव

कैशव त्यागी वरूण त्यागी रविन्द्र कुमार त्यागी जितेन्द्र कुमार ओमप्रकाश

उपरोक्त क्रेतावं श्री/श्रीमती/कुमारी Advance India Projects Limited thru Kirti Kumar VastiOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष क्रेता 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 HariChand पिता — निवासी Badshahpur व श्री/श्रीमती/कुमारी Sandeep Gupta पिता — निवासी D-967 New Friends Colony ND ने की |
साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा यह साक्षी नं:2 की पहचान करता है |

दिनांक 20-07-2018

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

संयुक्त सब रजिस्ट्रार
गुड़गाँव

OFFICE OF THE SUB REGISTRAR
BADSHAHPUR

ADVANCE INDIA PROJECTS LIMITED

SALE DEED

1. Type of Deed	:	Sale Deed
2. Village	:	Maidawas, Sector 66
3. Tehsil	:	Sub-Tehsil Badshahpur, Gurugram
3. Unit Land	:	13 Kanal 8 Marla (1.7375 acres)
4. Type of Property	:	Cyber Park Colony
5. Transaction Value	:	**Rs 19,36,94,094/-**
6. Stamp duty	:	Rs. 96,84,750/-
7. Stamp Certificate No./Date	:	G0S2018G1235/19.07.2018
8. Stamp GRN No.	:	37147056

This Deed of Absolute Sale (hereinafter referred to as the "**Sale Deed**") is made and executed at Gurugram, on this 20th day of July 2018;

BY & BETWEEN

1. **Mr. Om Prakash Tyagi**, an Indian habitant having **Aadhar No. 657926585542 and PAN: AAUPO4900D**, son of Sh. Nain Singh Tyagi, R/o S-142, Uppal South End, Sector 49, Gurugram, Haryana-122 001 and permanent resident of village and Post office Badshahpur, Tyagi Mohalla, Gurugram, Haryana (hereinafter referred to as the "**Vendor-I**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the FIRST PART;

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

Reg. No.	Reg. Year	Book No.
4287	2018-2019	1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- कैशव त्यागी वरूण त्यागी रविन्द्र कुमार त्यागी जितेन्द्र कुमार
औमप्रकाश

क्रेता :- thru Kirti KUmar VastiOTHERAdvance India Projects Limited

गवाह 1 :- HariChand

गवाह 2 :- Sandeep Gupta

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4287 आज दिनांक 20-07-2018 को बही नं 1 जिल्द नं 16 के पृष्ठ नं 108.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 306 के पृष्ठ संख्या 21 से 23 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 20-07-2018

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

संयुक्त सब रजिस्ट्रार
गुड़गाँव

2. **Mr. Jitender Kumar**, an Indian habitant having Aadhar number **620712367205 and PAN: ANPPK4191C**, son of Sh. Nain Singh Tyagi, R/o S-263, Uppal South End, Sector 49, Gurugram, Haryana-122 001 and permanent resident of village and Post office Badshahpur, Tyagi Mohalla, Gurugram, Haryana (hereinafter referred to as the "**Vendor-II**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the SECOND PART;

3. **Mr. Ravinder Kumar Tyagi,** an Indian habitant having **Aadhar number 394186551895 and PAN: ABWPT3450A**, son of Sh. Om Prakash Tyagi, R/o S-142, Uppal South End, Sector 49, Gurugram, Haryana-122 001 and permanent resident of village and Post office Badshahpur, Tyagi Mohalla, Gurugram, Haryana (hereinafter referred to as the "**Vendor-III**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the THIRD PART;

4. **Mr. Tarun Kumar Tyagi,** an Indian habitant having **Aadhar number 544896135496 and PAN: AIOPT0490R**, son of Sh. Jitender Kumar, R/o Tyagi Mohalla, Near Masjid, Village Badshahpur, District Gurugram, Haryana-122 101 (hereinafter referred to as the "**Vendor-IV**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the FOURTH PART;

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI For Advance India Projects Ltd
TARUN KUMAR TYAGI	KESHAV TYAGI	Authorised Signatory

5. **Mr. Keshav Tyagi,** an Indian habitant having **Aadhar number 976034078422 and PAN: APJPT1795D**, son of Sh. Jitender Kumar, R/o Tyagi Mohalla, Near Masjid, Village Badshahpur, District Gurugram, Haryana-122 101 (hereinafter referred to as the "**Vendor-V**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives, administrators, executors and nominees, unless the subject or context requires otherwise) of the FIFTH PART;

Vendor-I, Vendor-II, Vendor-III, Vendor-IV and Vendor-V shall collectively hereinafter be referred to as the "**Vendors**"

AND

Advance India Projects Limited, a company incorporated under the provisions of Companies Act, 1956 having corporate identification number U45209DL1997PLC087292, and registered office at 232B, Fourth Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020, acting through its authorised signatory Mr. Kirti Kumar Vasti, duly authorized vide board resolution passed in the meeting of the Board of Directors held on 11 July 2018 (a copy of the said Resolution is attached herewith as Annexure I), (hereinafter referred to as the "**Vendee**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its representatives, nominees, administrators, executors and assignees etc.) of the THIRD PART.

'Vendors' along with the 'Vendee' shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**"

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

A. **WHEREAS**, the Vendors are the sole, absolute and exclusive owners of various contiguous parcels of land aggregating to 13 Kanal and 18 Marla (1.7375 acres) (7031.41 Sq. Mtrs.), situated in the revenue estate of village Maidawas, Sector 66, Sub-Tehsil Badshahpur, District Gurugram, Haryana (hereinafter referred to as the "**Said Land**"), as recorded in the Jamabandi for the year 2014-15 and the same is valid and subsisting, along with all super-structures, trees or any other attachments with the Said Land. The detail of the Said Land is more fully mentioned hereinbelow:

B.

Name of Owner	Rectangle No.	Killa No.	Area Taken Kanal – Marla
Om Prakash Tyagi (1/3 share) & Jitender Kumar (1/3 share); Ravinder Kumar Tyagi (1/6 share); Tarun Kumar Tyagi and Keshav Tyagi (1/12 share each)	33	10	6-14
	33	11/2	4-0
	34	6/1/1	2-8
	34	6/1/2	0-16
Total			**13 K - 18 M or 1.7375 acres**

C. **AND WHEREAS,** the Vendors have represented that a license bearing No. 112 of 2012, was granted by the Director General Town & Country Planning, Haryana, (DGTCP), vide Endst. dated 28.12.2011, bearing No. LC-2543/DS(R)-2011/19761 in favor of the Vendors in collaboration with Gupta Promoters Private Limited (hereinafter referred to as the "**Licence**"), for development of a Cyber Park Colony on the Said Land along with some other land parcels (total licenced land being 49Kanal 2 Marla i.e. 6.1375 acres i.e. 24,837.5813 Sq Mtrs).

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

D. **AND WHEREAS,** the Vendors have further represented that the Said Land is free from any gift, requisition, acquisition proceedings, acquisition notices, will, court decrees, court injunctions/stay orders or attachment of any other kind or any other litigation and they have full right to transfer, sell and convey the Said Land. The Vendors have further represented that they are competent to sell the Said Land to the Vendee.

E. **AND WHEREAS** the Vendors for certain commitments and bonafide necessities requirements, are desirous of selling the Said Land, and have decided to hereby grant, convey, transfer, by way of sale, the Said Land and assign unto and in favour of the Vendee the Said Land absolutely and forever, as described above and every part thereof together with all the right, title and interest therein, with all the benefits, advantages, concessions, licenses, easement rights, equities, claims, demands, privileges, appurtenances or any other things after due consultation with their family members and legal heirs and whereas the Vendee after carrying out due diligence has agreed to purchase the Said Land for the Sale Consideration i.e. **Rs 19,36,94,094/- (Rupees Nineteen Crore Thirty Six Lac Ninety Four Thousand and Ninety Four Only)** on the mutually agreed following terms and conditions: -

Interpretation:

In this deed:

a. Words imparting the masculine gender include the feminine and the neuter and vice versa.
b. Words imparting the singular include the plural and vice versa.
c. References to persons include bodies corporate and vice versa.
d. Save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

e. Save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed, which is so numbered.

f. Possession means actual vacant, peaceful and physical possession of the Said Land.

NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AND THIS SALE DEED WITNESSTH AS UNDER:-

1. That in consideration for payment of the Sale Consideration i.e. Rs 19,36,94,094/- (Rupees Nineteen Crore Thirty Six Lac Ninety Four Thousand and Ninety Four Only), already paid by the Vendee to the Vendors as stated in Clause 2 hereunder, the receipt whereof the Vendors hereby admit and acknowledge, the Vendors doth hereby convey, sell, transfer, assure and assign all their rights, title and interest in the Said Land along with all attachments and appurtenances, attached and annexed to the Said Land, and every part thereof, more particularly described herein above unto the Vendee with all their rights, liberties, privileges, interests, benefits, advantages, concessions, licenses, easement rights, equities, claims, demands, passages, pathway whatsoever appurtenant and/or attached to the Said Land together with full and free right and liberty of the estate, rights, title and interests into or out of or upon the Said Land and every part thereof, and to hold the same unto the use of the Vendee, its representatives, successors, assignees, executors, administrators absolutely and forever.

2. That, the Vendors hereby covenant that this Sale Deed is executed in its entirety and the Vendee has paid the entire Sale Consideration of Rs 19,36,94,094/- (Rupees Nineteen Crore Thirty Six Lac Ninety Four Thousand and Ninety Four Only) to the Vendors, the receipt and sufficiency of which the Vendors hereby acknowledge.

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

3. The Vendors hereby confirm that nothing is due from the Vendee on account of the Sale Consideration in respect of the Said Land. The Vendee has deducted TDS on the Sale Consideration as per Section 194-IA of Income Tax Act, 1961. The Vendee has confirmed that it shall provide the TDS Certificate to the Vendors within 1 (one) month from the date of this Sale Deed.

4. The Vendors have, simultaneously with the signing of this Sale Deed, handed over the actual, physical, vacant and peaceful possession of the Said Land to the Vendee and the Vendee hereby acknowledges the receipt of vacant, peaceful and physical possession of the Said Land.

5. The Vendors shall keep indemnified and hold harmless the Vendee from and against all losses, damages, cost(s) or claim(s), action(s) or proceeding(s) or third-party claims(s) as may be existing till the date of execution of this Deed and which may result in impeding the peaceful enjoyment of the Said Land by the Vendee. In case of acquisition of the Said Land or any of its part or in case the possession of the Said Land goes out of the hands of the Vendee, then the Vendee shall also have absolute and sole right to claim compensation in respect of the Said Land and the Vendors or their nominees shall have no right or interest whatsoever, in respect of the same. The Vendors hereby unequivocally and unconditionally surrender their rights in favor of the Vendee in respect of the same.

6. That the Vendors are hereafter left with no right, interest, title of any nature whatsoever over the Said Land and the Vendee shall be entitled to deal with the Said Land in any manner whatsoever as it may deem fit and proper.

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

7. That the Vendors represent, assure and confirm to the Vendee there are no existing encumbrances, agreements, General or Special Power of Attorney, third party rights and/or interests, mortgages, charges, lien, acquisitions, attachments, and claim, demand of any kind whatsoever on the Said Land and the Said Land is free from encumbrances, claims, demands, liens, mortgages, decrees, agreement to sell, etc., and the Vendors are fully entitled to convey and transfer the Said Land absolutely and forever.

8. That on the basis of this Sale Deed, the Vendee is entitled to get the Said Land mutated in its own name in the revenue record of the concerned authorities to which the Vendors will have no objection and will not raise any objection. The Vendors hereby confirm to assist and participate in the said mutation process.

9. That the Vendors have affirmed, represented and assured the Vendee that:

   a. The Said Land is good, clear and legally marketable property as owned and possessed by the Vendors having full right to transfer, sell, convey and/or deal with the same.

   b. As on the date of execution of this Sale Deed, the Said Land and every part or portion thereof and all the rights, title and interest of the Vendors therein are completely free from encumbrances, mortgage, lien, charges, pledges, loan, surety, security, acquisition, requisition, injunction, gifts, hypothecation/s, attachment in the decree of any court or authority or gram panchayat, will, trust, exchange, lease, subsisting agreement(s) to sell, acquisition/ requisition or proposed acquisition/ requisition by any authority or Government of Haryana and /or Government of India, obligations arising from trusts and no notice, which is subsisting, has been

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

issued by the Government of Haryana and /or Government of India or any such Authority for acquisition or requisition in respect thereof and there are no pending attachment proceedings of any department or authority (of any nature whatsoever) with respect to the Said Land and every part or portion thereof and further, the Said Land and every part or portion thereof is completely free from all manner of litigation and there are no third party rights.

c. As on the date of execution of this Sale Deed, the Said Land is not subject to any dues, outstanding claims, demands penalties, etc. for any service, provided by any Government and/or local authority and/or towards any other statutory dues and/or any authority under the law of the land.

d. As on the date of execution of this Sale Deed, the Said Land has not been notified under the provisions of the Land Acquisition Act, 1894 either for the planned development by the Government and/or any other authority.

e. As on the date of execution of this Sale Deed, the Said Land is not subject to any execution of General or Special Power of Attorney, mortgage, transfer, assignment, and encumbrance by the Vendors in favor of any other person.

f. The Vendors have agreed to sell, transfer and convey the Said Land and all the rights, interests, lien and titles of the Vendors in the Said Land to the Vendee after consulting with their family members.

g. The Said Land is not subject matter of any HUF/Joint Hindu Family, Trust, Wakf board, Panchayat, Gram Sabha, etc. and no minor has any right, title or interest therein.

h. None of the family members of the Vendors have any objection for effecting sale, transfer, grant, conveyance and assignment of the Said Land in favour of the Vendee.

OM PRAKASH TYAGI	JITENDER KUMAR	RAVINDER KUMAR TYAGI
TARUN KUMAR TYAGI	KESHAV TYAGI	For Advance India Projects Ltd Authorised Signatory

i. No insolvency proceedings have either been initiated and/ or pending and/ or concluded against the Vendors.

j. The Said Land and every part or portion thereof has not been offered as security for securing the appearance of any person and/ or production of any property, document etc. before any court of law and/ or tribunal and/ or quasi-judicial authority and/ or any other office, department, authority, body etc. whatsoever and that no order of injunction and/ or any other order has been passed and is in effect thereby restraining the peaceful enjoyment and/ or possession and/ or alienation of the Said Land and every part or portion thereof by the Vendee.

k. The Said Land and every part or portion thereof does not belong to the Government of India/ State of Haryana or any agency or undertaking thereof.

l. The Vendors (including their predecessor-in-title) have not entered into any other agreement to sell, other agreement or any other arrangement relating to the Said Land and every part or portion thereof being the subject matter of this Sale Deed, which may affect the present sale, transfer, grant, conveyance, assurance, assignment and alienation of the Said Land and every part or portion thereof in any manner whatsoever.

m. The Vendors shall indemnify the Vendee of any property tax, vacant land tax, cost, charges, fees, fines, penalties, dues, etc. in respect of the Said Land towards land revenue, electricity charges, local taxes, and any other statutory or other dues, demands, claims, etc. relating to the period upto the date of this Sale Deed made/raised by the respective creditors either prior to or after the date of this Sale Deed.

n. The Vendors shall indemnify the Vendee of any cost, charges, penalties, interest, constraints, disturbances and whatsoever of that nature suffered/to be suffered

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by the Vendee out of any defects in the ownership title of the Said Land and every part or portion thereof.

o. The Vendors hereby agree and undertake to do all such acts, things and deeds which under the law, they are bound to do in respect of the Said Land for the purpose of effectually carrying out the intention and purpose of this Sale Deed, if required in any manner whatsoever, in future including steps to be taken as the Vendors for mutation in the revenue records and shall not object to the mutation of the Said Land in favour of the Vendee in the records of the appropriate authority. The Vendee will also be entitled to get the Said Land mutated in its favour and get the same recorded in revenue records in its name.

p. That from this day onwards the Vendee shall be the absolute owner in possession of the Said Land and will be entitled to use and utilize the Said Land in any manner the Vendee may like, to which the Vendors will have no objection in any manner whatsoever.

q. That the Vendors have understood the contents of this Sale Deed and have given their full consideration to all aspects and terms and conditions here in above and after understanding the same have agreed to execute this Sale Deed in the presence of the witnesses.

r. All the representations, assurances, warranties, confirmations and declarations contained in the Recitals as well as in various clauses and / or as otherwise stated and recited in this Sale Deed are true and correct, no part thereof is false and nothing material has been concealed therefrom and if it is ever proved otherwise, or if the whole or any part of the Said Land is ever taken away or goes out from the possession of the Vendee on account of any of the representations, assurances, warranties, confirmations and declarations turning to be false or incorrect, then the Vendors shall be liable and responsible to

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indemnify and to make good the loss suffered by the Vendee and keep the Vendee or anyone claiming through the Vendee saved, harmless and indemnified against all such losses and damages suffered by the Vendee or its successors in title and interest and also against all claims, actions at law and other proceedings in respect thereof.

s. Agreement dated 15.05.2009 with Gupta Promoters Private Limited (CIN U45201HR1988PTC044763) and having its registered office at 804, Tower-A, Signature Tower, South City-I, Gurugram-122 001 and Special Power of Attorney dated 15.05.2009 and other related documents already stand cancelled and said Gupta Promoters Private Limited has relinquished all its rights, title and interest in the said Agreement and the Project in favour of the Vendee and has been left with no rights or interest in the Said Land, the Project or the Agreement mentioned hereinabove.

t. That the Vendee shall have all the rights to get the said License and approvals transferred in its own name along-with any amount or fee deposited by/on behalf of the Vendors regarding the Said Land.

u. There has been no (i) non-payment or delayed payment of any statutory dues or taxes which would have a material adverse impact on the Said Land or the License, except outstanding EDC and IDC payable to DTCP for the Said Land.

10. That the Vendee hereby represents, agrees and warrants that:

a. It has the absolute power and authority to execute this Deed and to carry out the obligations/undertakings contained in this Deed;

b. The entry into and performance of this Deed will not conflict with any applicable law, or any agreement or document to which it is a party and would not be against any court order, judgment or decree applicable to it;

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c. It shall pay the outstanding EDC and IDC and/or any other charges alongwith interest, if any, payable to DTCP in relation to the License.

11. That the Vendors have agreed and undertaken to sign and execute without any reservation, objection or demur any, all and every paper, documents, applications, etc. in respect of the Said Land which may, at any time, be required by the Vendee and/or any office or authority concerned for necessary transfer and mutation of the Said Land in favor of the Vendee.

12. That the Vendors hereby declare to the Vendee that the Vendors have paid all the property tax, vacant land tax, taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the Said Land hereunder up to the date of execution of this Sale Deed and the Vendee shall bear and pay the same hereafter. If any arrears are found due to the earlier period, the Vendors shall discharge the same and keep the Vendee fully indemnified and harmless in this regard. Further, the Vendee shall be liable to make payment of outstanding dues with respect to EDC and IDC for the Said Land directly to DTCP. Any penalty, interest or other charges payable to DTCP in this regard shall be paid by the Vendee.

13. That the Parties agree that this Sale Deed supersedes all prior understandings/ Agreement to Sell/ Memorandum of Understanding/ Collaboration Agreements/ agreements/ writings/ documents executed between the Parties/ Vendors and the third parties, with respect to the subject matter of this Sale Deed.

14. That all charges and expenses towards stamp duty, registration fees for execution and registration of this Sale Deed have been borne and paid by the Vendee.

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IN WITNESS WHEREOF the Parties have set their respective hands and seal on these presents after clear and complete understanding of this Sale Deed in Vernacular language at the place and on the day, month and year first above written in the presence of the following witness:

DRAFTED BY
Mukesh Kumar Saini
Advocate
Distt. Court, Gurugram

SIGNED AND DELIVERED BY THE "VENDORS"

(OM PRAKASH TYAGI)

(JITENDER KUMAR)

(RAVINDER KUMAR TYAGI)

(TARUN KUMAR TYAGI)

(KESHAV TYAGI)

SIGNED AND ACCEPTED BY THE "VENDEE"

ADVANCE INDIA PROJECTS LIMITED

Advance India Projects Limited

Authorised Signatory

Through its authorized signatory

(KIRTI KUMAR VASTI)

Aadhaar No. 728569316663

WITNESSES:

1. Name: Hari Chand S/o Tara chand
   Address: V.P.O. Badshahpur, Sub-Tehsil Badshahpur, District Gurugram, Haryana

2. Mr Sandeep Gupta S/o K.L. Gupta
   Address: D-967, New Friends Colony, New Delhi