

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 13/03/2019

Certificate No. GOM2019C17



GRN No. 45021922



Stamp Duty Paid : ₹ 1683000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Jasmine Megastructure PvtLtd

H.No/Floor : 1114

Sector/Ward : 11

LandMark : Hemkunt chambers 89

City/Village : Nehru place

District : New delhi

State : Delhi

Phone: 00



Buyer / Second Party Detail

Name : Loonland Development Ltd

H.No/Floor : M62/63

Sector/Ward : Na

LandMark : Na

City/Village: Connaughtplace

District : New delhi

State : Delhi

Phone : 00

Purpose : SALE DEED

5753

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

SALE DEED

Type of Deed	:	Sale Deed
Village/City Name	:	Naurangpur
Unit Land	:	13 Kanal 9 Marla
Type of Property	:	Agricultural Land
Transaction Value	:	Rs. 3,36,25,000/-
Stamp duty	:	Rs. 16,83,000/-
Certificate No.	:	GOM2019C17
GRN No. & Date	:	45021922 / 13.03.2019
Reg. Fee GRN No. & Date	:	45023980 / 12.03.2019

For Jasmine Megastructure Pvt Ltd.

Director/ Authorised Signatory

For Loon Land Development Limited

Authorised Signatory

प्रलेख नः 5753

दिनांक: 13-03-2019

डीड सबंधी विवरण	
डीड का नाम SALE OUTSIDE MC AREA	
तहसील/सब-तहसील Manesar	गांव/शहर नौरंगपुर नौरंगपुर नौरंगपुर
	स्थित R Zone comm ind inst
भवन का विवरण	
भूमि का विवरण	
कुं. ग. ही	12 Kanal 26.8 Marla
धन संबंधी विवरण	
राशि 33625000 रुपये	कुल स्टाम्प ड्यूटी की राशि 1681250 रुपये
स्टाम्प नं. g0m2019c17	स्टाम्प की राशि 1683000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	E.Challan 45023980
	पेस्टिंग शुल्क 3 रुपये
Service Charge 200	

प्र. उपर्युक्त पंजीयन दिनांक 13-03-2019 दिन बुधवार समय 10:07:00 PM बजे श्री/श्रीमती/कुमारी मेसर्स जैसमिन मेगारटकर पा. लि. 502 सचदेवा कोरपोरेट टावर प्लॉट नं. 17 आरपोरेट टावर प्लॉट नं. 17 Main Manesar Bypass Chivukula OTHER निवासी 11-13-364 Alkapuri main Road Saradnagar Andhra Pradesh द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (Manesar)

प्रस्तावित परतुल्य

मेसर्स जैसमिन मेगारटकर पा. लि. 502 सचदेवा कोरपोरेट टावर प्लॉट नं. 17

प्रलेख में उल्लिखित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दरसंगवेज को पंजीकृत करने में पूर्व संबंधित विभाग से अनुरोध प्रमाण पर प्राप्त कर लिया गया है।

या

प्रलेख में उल्लिखित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दरसंगवेज को पंजीकृत करने में पूर्व संबंधित विभाग से अनुरोध प्रमाण पर की आवश्यकता नहीं है।

दिनांक 13-03-2019

मेसर्स जैसमिन मेगारटकर पा. लि. 502 सचदेवा कोरपोरेट टावर प्लॉट नं. 17

उप/संयुक्त पंजीयन अधिकारी (Manesar)

उप/संयुक्त पंजीयन अधिकारी (Manesar) के द्वारा श्री/श्रीमती/कुमारी (Rajni Arora Development Ltd Arun Singh) OTHER द्वारा है। परंतु प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि विक्रेता ने भरे सम्पदा के अंश की तथा प्रलेख में वर्णित अंश के अंश की राशि को लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M k Chauhan पिता --- निवासी ADV GCM व श्री/श्रीमती/कुमारी Arun Arora पिता Arun Arora निवासी Kaika Road Delhi ने की। तथ्यों को हम सम्बरदार अधिवक्ता के रूप में जानते हैं तथा इस साक्षी नं. 2 की पहचान करता है।

दिनांक 13-03-2019

उप/संयुक्त पंजीयन अधिकारी (Manesar)

THIS SALE DEED (hereinafter "**Sale Deed**") is made at **Manesar**, Haryana on this **13th** day of **March, 2019** by:

JASMINE MEGASTRUCTURE PVT. LTD., (PAN No. AACJ4526D) a company incorporated under the provisions of Companies Act, 1956 currently operating under the provisions of Companies Act, 2013, having its registered office at 1114, 11th Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi - 110019, represented by its authorized signatory, **Mr. Yagna Brahmam Chivukula (Aadhaar No. 2369 8786 8796) S/o Late Sh. Satyanarayana R/o 11-13-364, Alkapuri Main Road, Opposite to Road No. 8, Alkapuri, Sarooranagar, K.V. Rangareddy, Andhra Pradesh -500035**, duly authorized vide Board Resolution dated **04.02.2019**, (hereinafter referred to as "**Vendor**", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the **First Part**;

AND

LOON LAND DEVELOPMENT LTD., (PAN No. AACCL6705A) a company incorporated under the provisions of Companies Act, 1956 currently operating under the provisions of Companies Act, 2013, having its registered office at M-62-63, First Floor, Connaught Place, New Delhi-110001, represented by its authorized signatory, **Mr. Amar Singh (Aadhaar No. 6345 2034 6499) S/o Sh. Khem Chand R/o Village Nagliwal, Nogaon, Alwar, Rajasthan - 301025**, duly authorized vide Board Resolution dated **12.03.2019** (hereinafter referred to as "**Vendee**", which expression shall include its successor-in-interest, legal representatives, administrators, executors and permitted assigns) of the **Other Part**.

The Vendor and the Vendee are hereinafter individually referred to as "**Party**" and collectively referred as "**Parties**".

Khewat No. 71, Khata No. 72, Khewat No. 308, 476, 738 Rect. No. 33, Killa No. 23 (3-19), Rect. No. 35, Killa No. 2/2 (0-7), 3 (8-0), 4 (7-1), 5 (1-13), 6 (4-7), 7 (8-0), 8(8-0), 11 (8-0), 12 (7-12), 13 (8-0), 14/1 (0-16), 18/1 (0-18), Kitta 13 Total 66K-13M, Mutation No. 4540 Taksim, Share 335/1673. Measuring 13K-9M & 1.68125 Acres Village **Naurangpur**, Tehsil Manesar, District Gurugram, Haryana vide Fard Jamabandi (2014-2015)

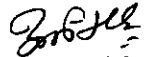
WHEREAS:

- A. The Vendor is the absolute owner and in physical possession of Said Land (as defined below) without any Encumbrances.

For Jasmine Megastructure (P) Ltd.

Director/Authorized Signatory

For Loon Land Development Limited


Authorized Signatory

Reg. No.

Reg. Year

Book No.

5753

2018-2019

1



विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- thru Yagna Brahman Chivukula OTHER मैसर्स जैसमिन मैगास्ट्रक्चर प्रा. लि.
502 सचदेवा कोरपोरेट टावर प्लॉट नं. 17

क्रेता :- thru Amar Singh OTHER Loon Land Development Ltd.

गवाह 1 :- M k Chauhan

गवाह 2 :- tarun Arora

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5753 आज दिनांक 13-03-2019 को बही नं 1 जिल्द नं 250 के पृष्ठ नं 74.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 662 के पृष्ठ संख्या 49 से 51 पर छिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 13-03-2019

उप/सयुक्त पंजीयन अधिकारी (Manesar)


- B. The Vendor has represented that it has the exclusive rights, title and interest in the Said Land and to deal in any manner whatsoever without any hindrance or impediment.
- C. That the Vendor for its bonafide needs and requirements has agreed to sell, convey, transfer and assign all its entitlements, rights and interests vested in the Said Land and the Vendee for its business need has agreed to purchase the Said Land.
- D. Pursuant to the above, Vendor has agreed to execute this Sale Deed to record the sale of the Said Land in favour of the Vendee and Vendee acting upon the representation made by the Vendor, agrees to purchase the Said Land including all its rights, title, liberties, privileges, easements, appendages and advantages whatsoever attached to the Said Land for a total sale consideration of **Rs. 3,36,25,000/- (Rupees Three Crore Thirty Six Lacs Twenty Five Thousand Only)**.
- E. The Vendor further represents that the Said Land is free from all encumbrances, mortgage, charge, lease, sale, loan, surety, security, gift, litigation, limitation period, acquisition, attachment in the decree of any court, Will, trust, lien, court injunction, exchange, notices, claims, demands, stay order, etc. and that there is no other agreement executed for the Said Land with any other person/entity(ies) prior to the date of execution of these presents.
- F. The Vendor represents and declares that the Vendor is the legal, absolute and exclusive owner and in vacant, physical and peaceful possession of and otherwise well and sufficiently entitled to the Said Land along with all advantages, appurtenances, easements and privileges attached thereto.
- G. The Vendor hereby represents, declares and assures the Vendee that there is no prohibition, restriction or bar imposed under the law or otherwise against the sale and transfer of the Said Land by the Vendor.
- H. That the Vendee relying on various assurances, covenants, statements, representations and undertakings given by the Vendor and believing the same to be true and correct and solely relying and acting on the faith thereof, has agreed to purchase, acquire and possess the Said Land, free from all and any encumbrances, charges, mortgages, gifts, disputes, litigation, prior agreements etc. on the terms and conditions mentioned hereunder.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

For Jasmine Me... (P) Ltd.

Director/ Auth. Signatory

For Loon Land Development Limited


Authorized Signatory

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions used in this Sale Deed shall have the meanings respectively assigned below:

"Applicable Laws" means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other restrictions imposed by the government or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any Government Authority having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter;

"Approval" means all authorizations, consents, approvals, notifications and permissions and any license, permit, ruling, no objection certificate, exemption or other authorization of whatsoever nature which is required to be obtained or granted under Applicable Laws or any registration or filing with authority under Applicable Laws, for the performance of any obligation or exercise of any right by a party under this Sale Deed, and the approvals and consents required from any authority pursuant to this Sale Deed and required by the Vendor to achieve the terms of this Sale Deed;

"Defect" means any defect, imperfection, deficiency or inadequacy or any other fault in the title of the Said Land or any part thereof;

"Encumbrance(s)" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security, interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"Execution Date" mean date of execution of this Sale Deed;

"Government Authority" means any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, tax, judicial, or government-owned body, agency, entity, department, commission, authority, court, or tribunal in each case with applicable jurisdiction;

For Jasmine Infrastructure (P) Ltd.

Director/ Auth. Signatory

For Loon Land Development Limited


Authorized Signatory

"Sale Consideration" shall mean the consideration which has been disbursed by the Vendee to the Vendor as detailed under Clause 2 of this Sale Deed.

"Sale Deed" shall mean this deed executed between the Parties pertaining to sale of Said Land as detailed under Schedule 1 annexed hereto;

1.2 Interpretation

Unless the context of this Sale Deed otherwise requires, the following rules of interpretation shall apply with respect to this Sale Deed:

- a. Words denoting the singular number shall include the plural and vice versa;
- b. Heading and bold typeface are only for convenience and shall not affect the construction of this Sale Deed;
- c. References to the word "include" or "including" shall be construed without limitation;
- d. References to this Deed or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented;
- e. A reference to a Clause or Schedule is, unless indicated to the contrary, a reference to a clause or schedule of this Sale Deed;
- f. Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- g. The Schedules to this Sale Deed shall form an integral part of this Sale Deed and shall always be read along with this Sale Deed;
- h. In addition to terms defined in Clause 1.1, certain other capitalized terms are defined elsewhere in this Sale Deed and whenever such terms are used in this Sale Deed, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2. The Vendor doth hereby sells, conveys, transfers and assigns all its rights, title and interests absolutely and forever in the Said Land, (fully described in

For Jasmine Megastore (P) Ltd.

Director / Authorised Signatory

For Loon Land Development Limited


Authorised Signatory

Schedule 1) along with all the rights of ownership, possession together with all privileges, easements, advantages, appurtenances, connections, and use of all pathways, passages, benefits, attached thereto in favour of the Vendee, free from all encumbrances, charges, liens, injunctions, mortgages, gifts, disputes, litigation, prior agreements etc. for a total sale consideration of **Rs. 3,36,25,000/- (Rupees Three Crore Thirty Six Lacs Twenty Five Thousand Only)** (hereinafter referred to the "Sale Consideration"), who shall hereinafter become the absolute and sole owner of the Said Land and shall enjoy absolute rights of ownership and privileges attached to the Said Land.

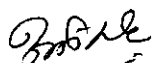
3. That the total Sale Consideration of **Rs. 3,36,25,000/- (Rupees Three Crore Thirty Six Lacs Twenty Five Thousand Only)** has been paid by the Vendee to the Vendor in the following manner:

Amount (in Rs.)	Cheque/DD/UTR No.	Dated	Bank
3,32,88,750	HDFC52018103150474032	31.10.2018	HDFC Bank
336,250	1% TDS has been deducted as withholding taxes		


The entire Sale Consideration has been paid by the Vendee to the Vendor in advance, and the Vendor hereby admits and acknowledges its receipt and sufficiency in full.

4. The Sale Consideration is an all-inclusive price for the Said Land, under this Sale Deed, including but not limited to all taxes payable under Applicable Laws as at the Execution Date, and all other charges, costs and payments in relation to the Said Land.
5. The Vendor agrees that the above-mentioned payment of Sale Consideration is towards full and final payment in respect of absolute and unencumbered sale, transfer and conveyance of the Said Land to the Vendee and no claim in that regard shall ever be raised at any point of time against the Vendee by the Vendor or any person/entity claiming or through the Vendor.
6. That the Vendor has irrevocably sold/ conveyed/transferred absolutely and forever all its rights and interest in the Said Land to the Vendee together with all rights, title, interest, easements, privileges, pathways, passage, benefit and advantages of right and appurtenances thereto and TO HAVE AND TO HOLD the Said Land hereby conveyed unto the Vendee along with all the estate rights, title, interest of the Vendor in or upon the Said Land and that no one except the Vendee shall have any rights, title, claims, interest whatsoever in the Said Land hereby conveyed or any part thereof.

For Loan Land Development Limited


Authorised Signatory

For Jasmine Land Development Ltd.


Authorised Signatory

7. REPRESENTATIONS AND WARRANTIES

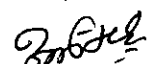
a. The Vendor hereby assures, represents and declares that:

- i. The Vendor is duly incorporated and validly existing, under the laws of India and has the power and authority to carry on business as is now being carried on and to own property and assets including Said Land;
- ii. The Vendor has the power and the authority to enter into and perform its obligations under the Sale Deed in accordance with the terms hereof and has taken all necessary actions including but not limited to corporate and other corporate actions for effective execution, delivery and performance of the obligations under the Sale Deed;
- iii. Neither the execution and delivery of this Sale Deed conveying the Said Land in the manner contemplated herein, nor the fulfilment of, or compliance with the terms and conditions of this Sale Deed shall be in violation of (i) any Applicable Law or regulation (including order of any Government Authority or court or tribunal) to which the Vendor is subject to, (ii) any provision of the constitutional documents of the Vendor, and/or (iii) any other deed, document or agreement to which the Vendor is a party;
- iv. The Vendor is the absolute owner of the Said Land and the name of the Vendor is shown in the revenue records as the owner of the Said Land and has been in continuous and exclusive possession of the same and no person/ entity other than the Vendor has any right (legal or beneficial), claim, interest or demand whatsoever to or in respect of, the Said Land.
- v. The Said Land is free from all sorts of Encumbrances which shall mean and include (but not limited to) prior sale, gift, sale, mortgages, disputes, claims, litigations, charges, award, interest, notices, demands, orders, judgments, exchange, notifications, pledge, assignment, hypothecation, security interest, title retention, preferential right, acquisition, requisition, attachment in the decree of any court, lien, court injunction, notices, claims, demands, will, trust, exchange, lease, loan, surety, security, stay order, agreement, agreement to sell, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or in respect to any insurance policy etc., and there are no Defects in the title of the ownership of the Vendor. That

For Jasmine Megastore (P) Ltd.


Director/ Authorized Signatory

For Looor Land Development Limited


Authorized Signatory

there is no restriction of any manner whatsoever for transfer and sale of Said Land under the Applicable Laws.

- vi. Neither the Vendor nor any of its affiliates thereof nor any third party is a party to any agreement or has otherwise granted or promised any third party the right for sale, estate contract, option, right or pre-emption or similar matter whereby any third party has a contractual rights or obligation to acquire or interest in the Said Land or any part thereof.
- vii. The Said Land or any part thereof is not affected by any notice of acquisition or re-acquisition and there are no Encumbrances of whatsoever nature nor are there any proceedings pending or initiated against the Vendor or its affiliates, officers and directors under the provisions of taxation laws as prevailing on the Execution Date or any other law in force of similar nature.
- viii. The Said Land is not the subject matter of any suit, attachment, acquisition or court proceedings, and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, dues, notices and/or acquisitions proceedings pending against Said Land under any prevailing land acquisition laws in India.
- ix. There are no easement rights created under any document or by any covenant or by prescription in respect of and/ or upon Said Land or any part thereof.
- x. Vendor has paid all revenue / taxes, payable in respect of the Said Land till the date of execution of this Sale Deed. Further the Said Land is not subject to any outstanding liability for the payment of any outgoings of a recurring nature except land tax, other local or municipal taxes and all such outgoings are paid up to date and none is in dispute and all statutory arrears, taxes, cess, fees, statutory dues, charges, demands, outstanding, premiums, revenues and all dues and necessary charges to the respective statutory or Government Authority in respect of the Said Land have been fully paid and discharged by the Vendor. There are no recovery proceedings, acquisition, caution, restriction or notice against Said Land.
- xi. There is no any order of attachment by the income tax authority (ies) or any other authority (ies) under the law for the time being in force.
- xii. There are no tenants (protected, permanent or otherwise) or trespassers on the Said Land or any part thereof.

For Loon Land Development Limited


Authorised Signatory

For Jasmine Magasore (P) Ltd.

Director /  Signatory 8

- xiii. The Said Land has not been used for dumping of cement/iron construction material. Further, the Vendor and to its best knowledge, previous owners or possessors of Land have complied with all environmental laws prevalent at the time.
- xiv. The Vendor represents that there is no public notice or intimation or knowledge of any plans, past or as on the Execution Date on any railway lines/ Metro Lines, Highways, etc. to pass through Said Land.
- xv. The Vendor is and has remained compliant with the applicable exchange control laws of India with respect to the Said Land and all Applicable Laws.
- xvi. That the Vendor has clear, good and marketable title of the Said Land, being conveyed under this Sale Deed.
- xvii. The Said Land is free from all and any kinds of Encumbrance, attachments, acquisition, mortgage, lien or requisition and the Vendor has not received any notice for any acquisition under any state or central statute with regard to the Said Land or any portion thereof;
- xviii. That the Vendor would not execute hereafter any other document including any agreement to sell in respect of the Said Land in favour of any other person(s)/ entities as the Said Land stands sold, transferred and conveyed by the Vendor absolutely and forever in favour of the Vendee.
- xix. The Vendor has been left with no right, title, interest, claim or concern of any nature with the Said Land and the Vendee has become the absolute owner of the Said Land, with full right to use, enjoy, sell, transfer and/or to deal with the same in any manner as absolute owner without any objection/hindrance by the Vendor or any other person claiming through or under the Vendor.
- xx. The Said Land is not subject to any covenants, restrictions, stipulations, easements, licenses, grants, exceptions or reservation or other such rights (whether legal or equitable) the benefit of which is vested in third parties and there is no agreement to create the same.

For Loon Land Development Limited


Authorised Signatory

For Jasmine Wapenbelle (P) Ltd.

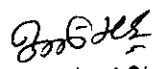
Director/ Auth. Signatory

- xxi. This Sale Deed and the transactions contemplated herein constitute its legal, valid and binding obligations, which are enforceable against it in accordance with the terms contained herein.
- b. All or any other charges, fees, cess or taxes, duties, dues, demands, liabilities and outgoing charges if any in relation to the Said Land, has been borne and paid by the Vendor up to the date of the execution of the Sale Deed and thereafter the same shall be borne and paid by the Vendee. However, if the payments in respect of the any such charges, dues, taxes and similar levies are settled by the Vendee after the execution of Sale Deed, then all amounts paid by the Vendee (for the period prior to the execution of Sale Deed), Vendee shall raise a demand to that effect upon the Vendor and Vendor shall be obliged to pay the said amount to the Vendee within seven (7) days of the receipt of the demand.
- c. The Vendor represents and warrants that, each of the Representation and Warranties provided in this Sale Deed, is true, accurate, complete and not misleading as on this date. Each of the Representation and Warranty is separate and independent and shall be treated as qualified by any actual knowledge disclosed in writing by the Vendor to the Vendee, its representatives, officers, employees, advisers.
8. The Vendor hereby agrees and confirms that from the Execution Date, the Vendee can deal with the Said Land at its sole discretion, including but not limited to sale of the Said Land, raising finance on the Said Land, creating charge or mortgage on the Said Land. In such cases, if any further documentation is required, all the necessary co-operation and help shall be extended by the Vendor, including execution of any other documents or presence before any Authority(ies) for due execution of documents.
9. That the Vendor hereby declares and assures the Vendee that due to any default of Vendor or Defect in the Said Land of whatsoever nature, the Vendee suffers any loss or whole or part of the Said Land hereby conveyed is taken away from the possession of the Vendee or the Vendee is called upon to pay the dues for the Said Land for the period prior to the date of these present, then the Vendor shall be liable to make good the losses suffered by the Vendee entitling the Vendee to recover the same from the moveable or immovable assets of the Vendor whatsoever and further the Vendor undertakes to keep the Vendee harmless, saved and indemnified in all respects against all losses, cost, damages and expenses caused hereby.
10. The Vendor shall at all times indemnify and hold harmless the Vendee along with

For Jasmine Magnetics (P) Ltd.

Director/ Auth. Signatory

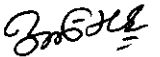
For Loon Land Development Limited


Authorised Signatory

its representatives, officials and assigns against all claims/ demands/ consequences/ liabilities incurred or suffered by it due to any Defect in title of the Said Land. Further, the Vendor shall also, at all times, indemnify and hold harmless the Vendee along with its representatives, officials and assigns and keep it indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the Vendee may bear, incur or suffer and/or which may be made, levied or imposed on the Vendee and/or claimed from the Vendee due to or by reason or virtue of (i) any Defect in or want of title in relation to the Said Land or any part thereof; (ii) any of the declarations or representations made by the Vendor in this Sale Deed being found to be false, untrue and/or misleading in any manner whatsoever; (iii) breach of its obligations, covenants and undertaking under this Sale Deed; and (iv) the Vendor having suppressed or concealed any facts, documents or information from the Vendee with respect to the Said Land.

11. That the Vendee is entitled to get the Said Land mutated / transferred in its own name in the records of revenue authorities, Municipal Authorities or any Government/Concerned Authority (ies) on the basis of this Sale Deed and the Vendor will render all possible help and will sign and execute the necessary documents in connection with the transfer of the Said Land in favour of the Vendee.
12. That it shall be lawful for the Vendee for all times after execution and registration of this Sale Deed to enter upon the Said Land and hold and enjoy the same and every part thereof with all the rights, titles, entitlements, and appurtenances whatsoever in any manner without interruption, disturbances, claims or demands whatsoever from the Vendor or any one claiming under the Vendor.
13. That the Vendor shall from time to time, upon request by the Vendee and at the cost of Vendee acknowledges to execute such other document(s) which are within the rights of the Vendor to perfect the title of the Said Land.
14. That the actual physical and vacant peaceful possession of the Said Land has been handed over by the Vendor to the Vendee on the spot, and the Vendee has become the absolute and sole owner in possession of the Said Land.
15. The Vendee shall hereafter peacefully and quietly possess and enjoy the Said Land and deal with the same in any manner it deem fit without any hindrance, claim or demand whatsoever from the Vendor.

For Loon Land Development Limited


Authorised Signatory

For Jasmine Megastructure (P) Ltd.


Director/Authorised Signatory

16. That the Vendor declares and represents that the Said Land or part thereof is not subject matter of any Hindu Undivided family/joint Hindu family and the Said Land or part thereof is not owned by any minor and no minor has any right, title, interest and claim or concern of any nature relation to the Said Land and further that no one else other than the Vendor has any right, title or interest of any kind whatsoever in the whole or any part of the Said Land and further there is no impediment in the Vendor's right to sell and transfer the Said Land.
17. That all the original documents related to the Said Land has been handed over to the Vendee by the Vendor at the time of execution and registration of this Sale Deed.
18. Each Party shall bear its own costs and expenses including fees and charges of their respective consultants/ advisors, related to the Sale Deed. However, the stamp duty and registration charge applicable on this Sale Deed has been paid and borne by the Vendee.
19. This Sale Deed shall be governed by and construed in accordance with the laws of Republic of India. Any dispute or matter relating to or arising out of this Sale Deed shall be subject to the exclusive jurisdiction of District Courts of Gurugram and Hon'ble High Court of Punjab and Haryana at Chandigarh, only.

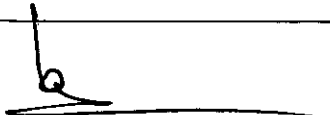
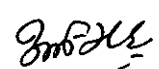
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For Jasmine Megastructure (P) Ltd.

Director, Signature


For Loon Land Development Limited
Signature
Authorized Signatory

IN WITNESS WHEREOF, the Vendee and the Vendor hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written and in the presence of the following witnesses.

Signature : 	Signature : 
Name : Mr. Yagna Brahnam Chivukula	Name : Mr. Amar Singh
Designation :	Designation :
Duly authorised to sign for and on behalf of Vendor: JASMINE MEGASTRUCTURE PVT. LTD.	Duly authorised to sign for and on behalf of Vendee: LOON LAND DEVELOPMENT LTD.

Witnesses

1



Witness 1
Name: _____
Designation: _____

2.

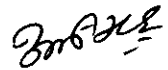


Mr. Tarun Arora S/o Sh. Arun Arora
R/o H. No. 4, Kalka Road, Shambhudayal Bagh,
Okhla -3, Okhla Industrial Area, South Delhi, Delhi -110020

For Jasmine Megastructure (P) Ltd.

Director/Authorized Signatory

For Loon Land Development Limited


Authorized Signatory