

SALE DEED FOR RS.2,97,001.50

STAMP DUTY PAID

TRANSFER DUTY PAID

Rs. 8,925.00

Rs. 14,875.00

TOTAL:

Rs.23,800.00

THIS SALE DEED is executed at New Delhi on this 18th day of September. 1990, between: R.C.K.K. Associates, 53/1-B, Kishan Garh, Idgah, Agra through its partners: Manjit Singh son of Shri Har Saran Singh resident of 47, Lajpat Kunj, Civil Lines, Agra and Shri Pramod Bajaj son of Shri Narendra Nath Bajaj resident of 64, Lajpat Kunj, Agra, hereinafter called the 'VENDORS'.

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IN FAVOUR OF:-

M/s ABCO FOOTWEAR CARE, a Partnership firm having its registered office at 2169, Gurdwara Road, Karol Bagh, New Delhi, through its partner Shri Avtar Singh hereinafter called the 'VENDEE'.

The expressions of the VENDORS and the VENDEE herein used shall mean and include them, their heirs, successors, legal representatives, nominees and assigns.

WHEREAS the VENDORS M/s R.C.K.K. Associates constituted as per Partnership Deed dated 1.11.1982 were the owners of the property situated within the Abadi Lal Dora comprised in Khasra No.328/1 in Village Bijwasan, Tehsil Mehrauli, New Delhi measuring 4 Bighas and 14 Biswas purchased by it vide sale deed dated 18th May, 1983 and the said land hereinafter called the SAID PROPERTY.

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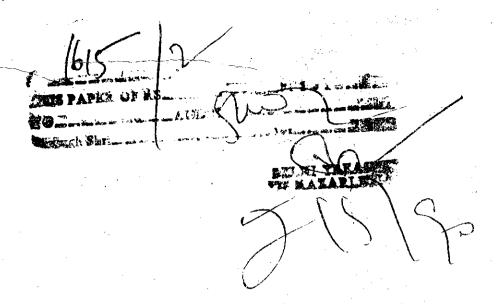
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WHEREAS M/s R.C.K.K. Associates through its partners became the partner of the firm M/s ABCO, vide partnership deed dated 1.4.1984 which was afterwards reconstituted vide partnership deeds dated 1.1.1985, 1.5.1986 and 1.4.1989 and its name was also changed from M/s ABCO to M/s ABCO FOOTWEAR CARE i.e. the VENDEE herein.

MHEREAS the said land at Village Bijwasan, Tehsil Mehrauli, New Delhi, was brought by the above VENDORS as their capital contribution in the partnership firm carrying on its business under the firm name and style of M/s ABCO (now M/s ABCO FOOTWEAR CARE) vide partnership deed dated 1st April, 1984 for a total consideration of Rs.2,97,001.50 which was credited to the capital accounts of its partners, who on behalf of R.C.K.K. Associates became partners in their profit sharing ratio in the partnership firm M/s ABCO (now M/s ABCO FOOTWEAR CARE).

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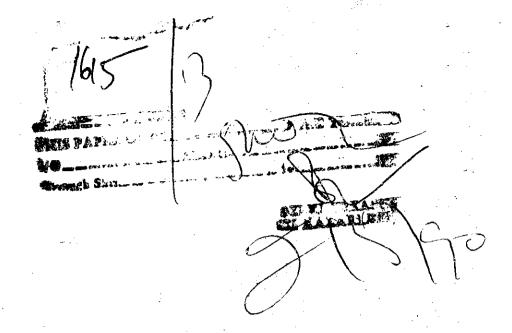


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WHEREAS it was specifically agreed vide clause 12 of the Partnership Deed dated 1st April, 1984, clause 11 of Partnership Deed dated 1st January, 1985, of Partnership Deed dated 1st May, 1986 and clause 12 11 of Partnership Deed dated 1st April, 1989 that the SAID PROPERTY would belong to the partnership firm that the VENDORS had undertaken vide aforesaid Partnership Deed dated 1st April, 1989 to execute Sale Deed of its interest in the SAID PROPERTY in the name of the VENDEE which the VENDORS have not been able to do so far. It has now been mutually decided that M/s R.C.K.K. Associates in which VENDORS hold interest shall execute Sale Deed of the SAID PROPERTY in favour of the partnership firm - M/S ABCO FOOTWEAR CARE.

WHEREAS though the SAID PROPERTY is in the ownership of M/s ABCO FOOTWEAR CARE for consideration as per Partnership Deed dated 1st April, 1984, Ist January, 1985, Ist May, 1986 and 1st April, 1989 and

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is also in the firm's possession ever since yet to more perfectly transferring the right(s), title(s) and interest(s) in the SAID PROPERTY this Sale Deed is being executed.

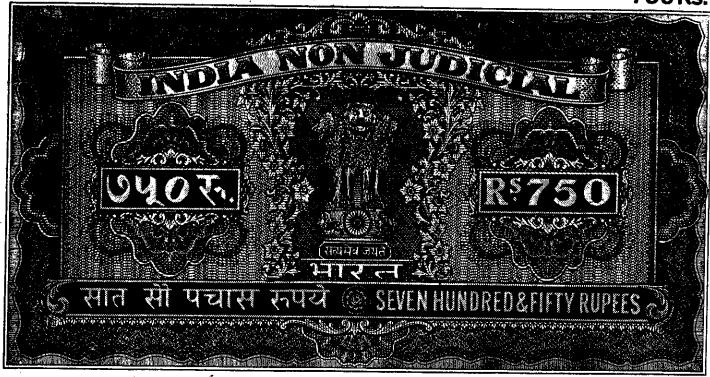
NOW THIS SALE DEED WITNESSETH AS UNDER:-

- 1. THAT the VENDORS have sold by way of conveyance all their right(s), title(s) and interest(s) in the SAID PROPERTY in favour of partnership firm carrying on its business under the name and style of M/s ABCO FOOTWEAR CARE for a total consideration of Rs.2,97,001.50 (Rupees Two Lacs Ninety Seven Thousand One & Paise Fifty Only).

 2. THAT the possession of the \$AID PROPERTY has already been handed over by the VENDORS to the VENDEE.
- 3. THAT the entire consideration has been received by the VENDORS and credited to their capital accounts in the partnership firm.

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- 4. THAT the VENDORS have assured the VENDEE that the SAID PROPERTY is free from all encumberances like lien, claims, charge or demand or mortgage or acquisitions, court orders, injunctions etc. etc. and if this fact is found otherwise or the SAID PROPERTY goes out from the hands of the VENDEE then the VENDORS shall be liable and responsible to indemnify the loss thus suffered by the VENDEE.
- 5. THAT all the expenses of the stamps, registration fee etc. etc. of the Sale Deed have been borne by the VENDEE.
- 6. HAT now the VENDEE has become the absolute owner of the said land situated within the Abadi Lal Dora comprised in Khasra No.328/1 in Village Bijwasan, Tehsil Mehrauli, New Delhi, measuring 4 Bighas and 14 Biswas free from all encumberances.

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IN WITNESS WHEREOF the VENDORS have put their hands and signaturees on the Sale Deed in the presence of the following witnesses on the day, month and year first above written.

WITNESSES:
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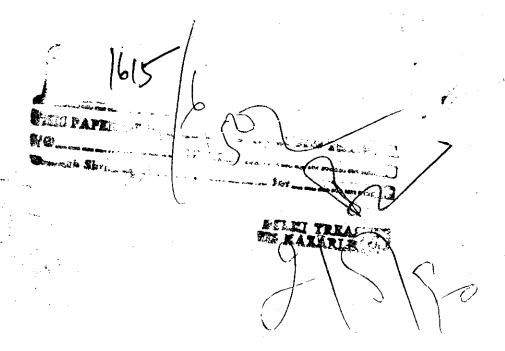
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VENDORS

New J



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