# (2021-22) PL-783-682-870

21-792.





M

An A-2001- - 6-6 SALE DEED FOR Rs. 53,15,000

6

STAMP PAPER Rs. 4,25,000 Stamp Paper issued by Dist. Treasurer Anidabad at Sr. No. 19351 Dated 20-3-2008

This Sale Deed executed on this 20<sup>th</sup> day of March 2007 at Faridabad by M/s. DELHI ALLOYS LIMITED, 56-B INDUSTRIAL AREA N.LS FARIDABAD through its Director SHRI B.L. BANSAL SON OF LATE SHRI SOHAN LAL BANSAL duly authorized vide board resolution dated 10-1-2007, (neremative referred to as the Vendor which expression shall include its representatives assigns, executors, administrators, and liquidators )

For DELHI ALLOY LIMITE Blanso

CONTD.P.2...

For DACC International Pvt. Ltd. Shah Bansal Director

For DACC INTERNATIONAL PVT. LTD.

Bmbal slided

Director

AUTHORISED SIGNATORY

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## 1:2:: IN FAVOUR OF

पत्त्वसि

हजार रुपय

CENTRAL COLORING

2.5000

M/s. DACC International Pvt. Limited, Regd. Office 142-143, Pocket-B-6 Sector-5, Rohini, New Delhi, through its Director Smt. Shalu Bansal Wife of Shri Anuj Bansal, Resident of 1092 Sector-15 Faridabad, (hereinafter referred to as the Vendee which expression shall include its representatives assigns, executors, administrators, and liquidators).

WHEREAS the Vendor is owner in possession of Industrial Property bearing No. 56-B/1, measuring 2101.5 Sq. Yds., along with construction there on, having its covered area of 3000 Sq. El, situated at Industrial Area N.I.T., Faridabad, vide a Decree passed by the court of Shri R.K. Saini Additional Civil Judge, (Sr. Division) Faridanad Case No. 62 of 15-6-1995 decided on 20-9-1997, in case M/s. Delhi Alloys Limited Terms M/s. Indian Auto Industries and Others.

For DELHI ALLOY LIMITED

Referenced Director

For DACC International Pvt. Ltd.

CONTD.P.3.

08:427

AND WHEREAS the Vendor has agreed to sell and the Vendee has agreed to purchase the said Property No. 56-B/1, area 2101.5 Sq. Yds., for a total consideration of Rs. 53,15,000/- (Rupees Fifty Three Lac Fifteen Thousand Only) and the vendee has paid the whole of the consideration of Rs. 53,15,000/- (Rupees Fifty Three Lac Fifteen Thousand Only) to the Vendor as under:-

1:3:::

Rs. 5,25,000/- Dated 22-8-2006 Drawn on State Bank of India Rs. 36,00,000/- vide Ch. No. 392893 Dated 28-12-2006, Rs. 3,00,000/- vide Ch. No. 450848 Dated 12-3-2007, Both Drawn on Standard Chartered Bank. Rs. 8,90,000/- in Cash.

THE REAL

25000

For DELHI ALLOY LIMITED

ONTD.P.4 For DACC International Pvt Ltd. ShaluBangal Director

25000

082428



1.

082429

# NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

That the Vendor doth hereby sell, convey, transfer and assign by way of absolute sale the Said Property No. 56-B/1, admeasuring 2101.5 Sq. Yds. situated at Industrial Area N.I.T. Faridabad Distt. Faridabad with all rights, title and interest etc. unto the said Vendee who shall hereinafter become the absolute owner of the said property and shall enjoy the absolute rights of ownership and privileges for a total sale consideration of Rs. 53,15,000/-{Rupees Fifty Three Lac Fifteen Thousand Only} which has been paid by the Vendee to the Vendor.

CONTD.P.5.

For DELHI ALLOY LIMITED

Patarsal Director

For DACC International Pre. Ltd Shalu Bangal



2.

3.

082430

## ::5::

The Vendor has irrevocably transferred absolutely all its rights and interest to the Vendee in the Said Property No. 56-B/1 admeasuring 2101.5 Sq. Yds. situated at Industrial Area N.I.T, Faridabad Distt. Faridabad together with all rights, titles, interest, easements, privileges, ways, passage, benefit and other advantages of right and appurtenances thereto unto the Vendee TO HAVE AND TO HOLD the said Industrial Property hereby conveyed unto the Vendee all the estate, rights, titles, interest of the Vendor in or upon the said property by the Vendor under the Sale Deed mentioned hereinabove and that no one except the Vendee has any rights, claim, interest whatsoever in the said Industrial Property hereby conveyed or any part thereof.

That the Vendor hereby covenants to the Vendee the absolute interest which the Vendor possessed in the said Industrial Property and that the '/endor has good title, interest and rightful power and absolute authority to grant, convey transfer or assign the same in any manner whatsoever.

For DELHI ALLOT

CONTD.P.6. For DACC International Pvr. 11

Bansel Director



082431

That the Property hereby conveyed is free from all sorts of encumbrances, charges, 4. legal flaws. Taxes, lien, dues, demands, liabilities, notices, njunctions, disputes, prior sale, agreement to sell, notifications, mortgages, gifts, court decrees, attachment and Bank Loan etc.

::6::

That the property has not been acquired by the Government under the Land 5. Acquisition Act. No notification of any type under the Land Acquisition Act has been issued by any authority or Government.

That the Vendee is authorised to get the said property transferred in its own name by 6. presenting this Sale Deed in the office of the Appropriate Authority.

That it shall be lawful for the Vendee for all times after registration of this Sale Deed 7. to enter upon the said Industrial Property and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever without interruption, disturbances, claims or demands whatsoever from the Ver dor.

CONTD\_P.7.

For DELHI ALLOY LIGHTED Barsal Director

For DACC International Pvi. Lig. ShaluBansal



#### 082432

8. That the Vendor shall from time to time upon written request by the Vendee and at the cost of Vendee acknowledge and execute such other document or documents which are within the rights of the Vendor to perfect titles and make good of all such things and all lawful acts, deeds and things whatsoever for further better or more efficiently effective transfer of the Industrial Property hereby conveyed and transferred to the Vendee.

::7::

9.

That if because of any act or deed committed by the Vendor prior to the date of the execution of this Sale Deed or prior to the date of registration of Sale Deed, the Vendee is obliged to pay an amount after legal authentica ion and valid proof to any third person or persons or may be in any way prevented from enjoying the rights of the Industrial Property which is subject matter of the Sale Deed, the Vendor shall pay to the Vendee such amount including the cost of litigation and damages involved in that matter. Further if due to any flaw in the title of the Vendor in the said Industrial Property the Vendee suffers any loss, the Vendor shall be liable to make good such loss or losses and liable for the damages through their assets and shall keep the Vendee fully indemnified.

CONTD .P.8.

For DELHI ALLOY LIMITED

For DACC International Pvt. Ltd Shalubansal



10. That all taxes, levies, charges, dues, demands, HUDA, Municipal Corporation, Charges, PF, Labour Charges, Income Tax, Excise, Custonis, Sales Tax, Fire Tax, etc. or any other dues in any Government Department in connection with the Industrial Property till the date of this Deed and on the basis of law rules and regulations prevailing on the aforesaid date accruing arising or falling due to any local Authority and Government, have been paid by the Venuer and the same is their responsibility. Any expenses incurred after the date of this doed shall be the responsibility of the Vendee including any payments, charges, etc. under the laws, rules and regulations promulgated after the date of this Deed actrospectively or prospectively or otherwise. In case any claim is made by the Local Authority or Government as a result of the action prior to the date of Sale of this Industrial Property, and the Vendee is made to pay any amount, the vendee shall be entitled to recover the same from the Vendor.

::8::

11. That the Vendor shall be responsible for payment of any or all dues payable to any person in respect of the above said Industrial Property till the execution of this Sale Deed of the said Industrial Property in favour of the Vendee.

For DELHI ALLOY LIMITED Bansal Director

CONTD. P.9. For DACC International Pvt. Ltd Shahbansal Direct w

082433



082434

That the actual physical and vacant peaceful possession of the Industrial Said 12. Property No. 56-B/1, admeasuring 2101.5 Sq. Yds. situated at Industrial Area N.I.T. Faridabad Distt., Faridabad, has been handed over by the Vendor to the Vendee at the time of execution and Registration of this Sale Deed.

::9::

- That the Vendor has assured the Vendee that if the whole or any part of the said 13. Industrial Property is taken away from the possession of the Vendee for want of title or any other legal defect, in the title of the Vendor or for any Act or Omission of the Vendor, then the Vendor shall be liable and responsible to pay all damages, costs and all other legal incidental expenses to the Vendee and the Vendee shall be entitled to recover the same from the Vendor through the Court of law at the cost of the Vendor.
- That the Vendor hereby undertakes to co-operate with the Vendee at all points of time 14. as and when desired by the Vendee for the purpose of trar sfer etc. and the Vendor shall render all help and will sign and execute the necessary deeds and documents in connection with the transfer favoring the vendee in future, if required.

CONTD.P.10.

For DELHI ALLOY LIMITED Bansal Director

For DACC International Pvt. Ltd

Shalu Bangal Director



082435

## ::10:::

That all the expenses for preparation, execution and registration charges of this Sale 15. Deed have been paid and borne by the Vendee.

That the Vendee understand that they have bought an Industria Land and would use 16. the same as per bye laws etc. of M.C.F. and other competent authorities

#### SCHEDULE

Property No. 56-B/1, admeasuring 2101.5 Sq. Yds. (66 3" x 28: "6") situated at Industrial Area N.I.T., Faridabad Distt. Faridabad Haryana and the said Property K bounded as under :-

NORTH	: 120° Wide Road.	4	
SOUTH	Plot No. 56-C.		
EAST	: Remaining Portion of Plot No. 56-B(Now	known as 56-B/2)	
WEST	: Industrial Plot No. 55.	1	

For DELHI ALLOY LIMITED

Barnsal Director

For DACC International Pvt. Ltd. Shalubansal Director

CONTD.P.IL.

RUPEES TEL TRUE STATISTICS たた 厚 25000 BUPEES 25000 NON u 082437 हरियाणा HARYANA ::11:: In witness whereof the Vendor has executed this Sale Deed by putting his hands and the Vendee has accepted the same on the day month and year as already above mentioned in the presence of the following witnesses. VENDOR WITNESSES: For DELHI ALLO LIMITED 1. durant ाला 2 माल Director VENDEE 2. Sh Pritam Lal SZEN Littam Chanel Q, 229, ised 15. For DACC International Pvt. Ltd. ShaluBane al FR. As. Director 000 R.No 240. Rejender Pershad Mondirelta Legal Document Winter Tehsil Compound Faridabad Real -13±/9 Faridabad 7781 ...



For DELHI ALLOY LIMITED

Bansal Director

082421

For DACC International Pvt. Ltd. Statubanjat



For DELHI ALLOY LIMITED

Bansa Director

For DACC International Pre Ltd. Shahrbangal

Director

082422



For DELHI ALLOY LIMITED

082423

For DACC International live Ltd. StaluBang



For DELHI ALLOY LIMITED Banse J Director

082424

For DACC International Pvi. Lig Shalubersal



082425

हरियाणा HARYANA

For DELHI ALLOY LIMITED

For DACC International Pvt. Ltd. Statubangal Director



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082426

For DELHI ALLOY LIMITED

Barnsal Director

For DA 29 International Pvt. Lul.

Land & License Officer-1, Municipal Corporation, Faridabad.

D.A.C.C International Pvt. Ltd, 56B/1, N.I.T, Industrial Area, Faridabad.

Memo No. MCF/ZTO-1/2013/26 Dated 61-02-2013

Sub:-

# Status Report.

In reference to your application dated 30-01-2013.

As per House Tax Survey record of the year 2008-2009, the plot No. 56B/1 has been registered in the name of D.A.C.C International Pvt. Ltd in Municipal Corporation, Faridabad.

Land & License Officer 1

From

To



082426

हरियाणा HARYANA

For DELHI ALLOY LIMITED

For DACG International Pvt. Lyl.

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हसीस/मय तहसील कार्यवादाद	Den I Dourer The The Add	किंदल NIT Ind. above 1500 sq.yds
	भूमि का विवरण	
रवासीय	the second s	Sq. Yanis
तमित 5,315,000.00 रुपये	धन सर्थधी विवरण	स्टाम्प अपूटी की राशि 425,200.00 मयये

Distuct Sec: P.P. Menute

पत प्रसंख आज दिनीक 20.8 2007 दिन मंगलनार समय वाले की/जीमरा/जुमारी M + Athi alay -सिरिप्रदेशको औरजेलतीत्वाचा Sohan Lai Banai निवासी FBD, हारा पैक्षेकरण हेनु प्रस्तुत किया गया।

हहताश्वर प्रान्तकटो

at M/s Delhi alloys Ltd. thru B L. Bensal(OTHER)

For DELHI A ....................... उपरोकत विकेशि हो/जीमती/कुझरी Shalla B तथा समझकर स्विकेश कियो प्रमंख के । प्रस्तुत प्रलेख को तथ्यों को दोनों पक्षों ने सुनकर थे की सीमा बेला ने मंदे समक्ष विकेश को अदा की तथा प्रलेख में वर्णित आधुमे के लेग देन की स्थीकार किया। रोनो पन्नो को पाल्यान श्री/श्रोमती/कुमारी Bishamberdayal पुत्र/पुत्री/पानी श्री/श्रीमती/कुमारी Numberdar famil Agenda व औ/सोमती/कुमारी Pritam lal पुत्र/पुत्री/पतनी औ/सोमती/कुमारी Utam duad निवासी FIID वे जो। सावीं न: 1 को हम नम्बरदार/अधिवज्ञता के रूप में जानते है तथा वह सावी न:2 की पत्रधान करता है।

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feater 20/03/2007

For DELHI ALLOY LIMITED

Director

(4410) हयाल

मार्थेकर पीतीयन आधिकारी ABAB ute:

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- मधुकत प्रतियम अधिकारी

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- D.J.R.

## M.V. KINI & CO.

REVISED LEGAL SCRUTINY REPORT IN RESPECT BUILT UP OF PROPERTY BEARING NO. 56-B/1, ADMEASURING 2101.5 SQ. YDS. OR THEREABOUTS ALONGWITH HAVING ITS COVERED AREA 3000 SQ. FTS. SITUATE AT INDUSTRIAL AREA N.I.T. FARIDABAD OWNED BY M/S D.A.C.C. INTERNATIONAL PVT. LTD. THROUGH ITS DIRECTOR SMT. SHALU BANSAL

### DETAILS OF DOCUMENTS SCRUTINIZED

Sr. No.	Date of Document	Name of Document	Original/ Copy.
1.	11.12.1970	Sale Deed executed by Shri Brij Kishore Gupta in favor of M/s Indian Auto Industries	Certified Copy
2.	20.09.1997	Decree passed by the Court of Shri R.K. Saini, Crvil Judge, Senior Division, Faridabad in case no. 352 of 1995 alogwith certified copies of the Pleadings filed by the parties before the Hon'ble Court of Civil Judge, Senior Division, Faridabad	Certified Copy
3.	20.03.2007	Sale Deed executed by M/s Delhi Alloys Ltd. through its Director Shri B.L. Bansal in favour of M/s D A.C.C. International Pvt. Ltd.	Сору

### DESCRIPTION OF PROPERTY

Property No. 56-B/1, admeasuring 2101.5 SQ YDS situated at Industrial Area N.I.T. Faridabad thereabout and bounded as under

North	120 Wide road		
South:	Plot No. 56-C		
East	Remaining Portion of Plot No. 56-B (Now known as 56-B/2)		
West:	Industrial Plot No. 55		

## FLOW OF TITLE

- On perusal of the Sale deed 11.12 1970 it is revealed that on 9.1.1967 Shri Brij Kishore Gupta S/o Shri Om Prakash Gupta purchased the property in question jointly from Shri Ved Kapoor and Shri Krishan Prakash Kapoor. The said Sale deed is duly registered n the office of the concerned Sub-Registrar as Vasika No 2154, in Bahi No. 1, Zild No. 238, at pages 108-109 on 9.1.1967.
- Thereafter on 11.12.1970 Shri Brij Kishote Gupta S/o Shri Om Prakash executed a Sale deed in respect of the property in question in favour of M/s Indian Auto Industries through its partners Shri Kawar Sen Aggarwal, Shri Brij Lal Bansal, Shri Chander Karit Aggarwal and Shri Hari Kishan Rastogi.

## KINI HOUSE 6/39, JUNGPURA'B', NEW DELHI-110014

Ph.: (+91) 11-24371 038/39/40 (+91) 11-2437 7639 Fax: (+91) 11-2437 9484 Mobile: (+91) 9811181811 E-mail: delhi@mvkini.com AHMEDABAD - ALLAHABAD - BANGALORE - CHANDIGARH - HYDERABAD - MUMBAI - NEW DELHI - PUNE

## M.V. Kini & Co.

- 3. Thereafter, on 15.6.1995 a suit for declaration was filed by M/s Delhi Alloys Ltd. through its Director Shri Raj Kumar Garg against M/s Indian Auto Industries through its partners namely, Shri Brij Lal Bansal, Shri Kanwar Sain Aggarwal, Shri Sudershan Kumar Aggarwal and Shri Chander Kant Aggarwal vide Suit no. 352 of 1995. It appears that one of the partner Shri Hari Kishan Rastogi was no more a partner in the firm namely M/s Indian Auto Industries and has been replaced by Shri Sudershan Kumar Aggarwal. However, the property in guestion is in the name of the company namely M/s Indian Auto Industries and the selling of the property is undisputed and also the company is arrayed as Defendant in the instant suit for declaration in the names of the then existing partners. In the suit for declaration M/s Dalhi Alloys Ltd. being the plaintiff has claimed the ownership rights over the property in question on the basis of a family settlement arrived between M/s Delhi Alloys Ltd. through its Director and M/s Indian Auto Industries through it's the then existing partners. A written statement of which a certified copy has been placed before us from averments of the aforesaid, it is revealed that all the existing partners of M/s Indian Auto Industries, namely, Shri Brij Lal Bansal, Shri Kanwar Sain Aggarwal, Shri Sudershan Kumar Aggarwal and Shri Chander Kant Aggarwal had not disputed the family settlement arrived between the parties on 15.4.1995 and is an admitted position and as such they had no objection if suit property (property in question) alongwith all the assets and liabilities of M/s Indian Auto Industries Ltd. are taken over by M/s Delhi Alloys Ltd. The statement to this effect of the existing partners of M/s Indian Auto Industries, Shri B.L. Bansal being Defendant No. 2 for himself and Shri Chander Kant Aggarwal being Defendant No. 5 for himself and also as attorney of Shri Kanwar Sain Aggarwal being Defendant No. 3 and attorney of Shri Sudershan Kumar Aggarwal being Defendant No. 4, were culy recorded in the court of Civil Judge, Sr. Division, Faridabad, in a suit for declaration. A certified copy of the statements has also been placed before us. On the facts and circumstances mentioned herein above on 20.9.1997 a decree for declaration was passed by the Court of Civil Judge, Sr. Division, Faridabad thereby decreeing the Suit property (Property in question) alongwith encumbrances in favor of M/s Delhi Alloys Limited through its Director. A certified copy of the decree has been placed before us. It is stated that aforesaid decree for declaration has been obtained from the Faridabad Court under the jurisdiction the property in question is situated. after paying necessary/requisite court fee
- 4. As such by virtue of decree passed by the Court of Shri R.K. Saini, Addl. Civil Judge, Sr. Div. Faridabad in case No. 352 of 1995 decided on 20.09.1997 in the case titled M/s Delhi Alloys Ltd. Vs M/s Indian Auto Industries, M/s Delhi Alloys Ltd became the absolute owner in respect of the property in question.
- 5 Thereafter, on 20.03.2007, M/s Delhi Alloy Ltd. through its Director Shri B.L. Bansal (duly authorized by Board Resolution dated 10.03.2007) executed a Sale Deed in favour of M/s D.A.C.C. International Pvt. Ltd. through its Director Smt. Shalu Bansal duly registered before the office of concerned Sub-Registrar, Faridabad as document no. 21792, Bahi No. 1, Jild No. 1, page No. 32, on 20.03.2007.

#### SEARCH OF ENCUMBRANCE

Searches were carried out in the officer of the concerned Sub-Registrar. Faridabad from the year 1970 till 22.10.2007. The contents of the photocopies of the Sale Deeds dated 11.12.1970 and 20.03.2007 compared with the corresponding records of transaction available at the offices of the concerned Sub-Registrar, Faridabad respectively. The photo copies of the aforementioned Sale Deed tallied with the records available at the Office of Sub-Registrar, Faridabad. The receipt bearing no. 1, dated 27.08.2007, amounting to Rs. 3/-and receipt bearing no. 050 dated 22.10.2007, amounting to Rs.15/- are enclosed herewith for your record.

#### OPINION

On perusal of the documents furnished to us by the South Indian Bank Limited and on the basis of the searches carried out, we could not find any mortgage, lien, charges and encumbrance registered against the property in question. Therefore, M/s D.A.C.C. International Pvt. Ltd. through its Director Smt. Shalu Bansal is the absolute owner of the property in question and has a clear and marketable title thereto.

Therefore, the South Indian Bank Limited may create an equitable mortgage over the aforesaid portions of the property in question, as collateral security, to secure the repayment of the loan proposed to be disbursed in favour of the proposed borrower. The Bank may obtain the following documents in original from the proposed borrower.

- Original Sale Deed dated 20.03.2007.
- Certified copy of Decree dated 20.09.1997 passed by the court of Shri R.K. Saini, Civil Judge, Sr. Division, Faridabad in suit no. 352 of 1995.
- Certified copy of suit for declaration alongwith written Submission filed before, Civil Judge, Sr. Division, Faridabad in suit no. 352 of 1995.
- iv) Mutation of the property in question in favour of the present owner
- Proof of possession of the property in question in favour of the present owner may be verified by spot inspection.
- vi) Affidavit from M/s D.A.C.C. International Pvt. Ltd. through its Director Smt. Shalu Bansal that the company is the absolute owner of the property in question and she is duly authorize vide resolution to mortgage the property in question and the same is free from any encumbrances.
- vii) Memorandum and Article of Association of the company should be obtained.
- viii) Latest board resolution passed by the Board of Directors of the Company duly authorizing Smt. Shalu Bansal for obtaining financial facility from the Bank on behalf of the company.

## M.V. Kini & Co.

- ix) Site plan duly signed by the concerned authorities may also be made available to the bank.
- Charged with the ROC be created in respect of the property in question.

#### CERTIFICATE

We have gone through the copies of the documents relating to the property in question which is proposed to be offered as security by way of equitable mortgage and that the documents of title referred to above are evidence of the title and, if the equitable mortgage is created by depositing the Title Deed with the bank by the proposed borrower, in the manner required by law, it will satisfy the requirements of creation of equitable mortgage and we further certify that:

On the basis of perusal of the flow of title of the documents made available to us and the search report furnished thereto, we are of the opinion that the property in question property is free from any registered encumbrances, lien, charge or mortgage and we certify that M/s D.A.C.C. International Pvt. Ltd. through its Director Smt. Shalu Bansal is the owner of the property in question and have a clear and valid marketable title thereto.

FOR M.V. KINI & CO.

ADVOCATES & SOLICITORS

## M.V. KINI & CO.

#### MVK/FD-B/SIB/4188

Mr. K. M. Kuruvilla, Chief Manager, The South Indian Bank Ltd., No. 66, M Block, Market Greater Kailash – II, New Delhi – 110048. October 22, 2007

#### MEMO OF FEE

Sub: LEGAL SCRUTINY REPORT IN RESPECT BUILT UP OF PROPERTY BEARING NO. 56-B/1, ADMEASURING 2101.5 SQ. YDS. OR THEREABOUTS ALONGWITH HAVING ITS COVERED AREA 3000 SQ. FTS. SITUATE AT INDUSTRIAL AREA N. I. T. FARIDABAD OWNED BY M/S. D. A. C. C. INTERNATIONAL PVT. LTD. THROUGH ITS DIRECTIONS SMT. SHALU BANSAL

Professional fee bill towards Second Legal Opinion & Search Report in respect of above mentioned property

Rs. 2500.00

(Rupees Two Thousand And Five Hundred Only)

Vandag

Manager - Accounts FOR M.V. KINI & CO. ADVOCATES & SOLICITORS

P.S. i) PI. mention bill reference (Bill No /Date) along with the cheque for our record ii) PI. guote our PAN No. AADPK9318G on all TDS Certificates.

KINI HOUSE 6/39, JUNGPURA 'B', NEW DELHI-110014 Pb. (+91) 11-24371 038/39/40 (+91) 11-2437 7639 Fax: (+91) 11-2437 9484 Mobile: (+91) 9811181811 E-mail: delhi@mvkini.com AHMEDABAD - ALLAHABAD - BANGALORE - CHANDIGARH - HYDERABAD - MUMBAI - NEW DELHI - PUNE

No. 050 फार्म संख्या ३ रजिस्ट्री सय - रजिस्ट्रार विभाग... पुटकर शुल्क अवायगी की रसीद (रसीद पुरसवा ख) तारीख और महीना 2910 अदा करने बाले व्यक्ति का नाम प्रिता का नाम और निवास स्थान 96 M. U. KIW A.J. 11 प्राप्त हुई रक्षम का जोड और तिवरण 201 Q रजिरदी विभाग के अधिकारी के हस्ताक्षर ς Dygene Olyo वसीका न रजिनद्री होने के तिथी.... . रजिस्ट्री तथा इबारत जोरी वो शब्दों की संख्या फीस फीस र्फास फीस फीश हिक्तुमत) नकल तताश अमुवाद • कमीशन

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In thecourt of Shri R.K.Saimi, Addl. Civil Judge (Sr.Div.)g, Far dabad.

Case No.352 of 15.6.1995 Date of Decision 20.9.1997

M/s Delhi Alloys Limited 56-B Industial Area, Faridabad through its Managing Director Shri Raj Kumar Garg.

... Plaintiff

#### Versus

- M/s Indian Auto Industries, 56-8, Industrial Area, NIT Faridabad through its Partners
  - a) Shri Brij Lal Bansal
  - b) Shri Kanwar Sain Aggarwal
  - c) Shri Sudarshan Kumar Aqqarwal
- d) Shri Chander Kant Angarwal
- Shri Brij Lal Bansal son of lateShri Sohan Lal Bansal partmer M/s Indian Auto Industries, 1092, Sector-15, Faridabad.
- Shri Kanwar Saim Acquarwal s/o Sh.Kulwant Rai Angarwal, partmer M/s Indiam Auto Industries, Ram Kakhed Shawam, Rakh Bagh, Civil Limes, Ludhiama
- Shri Sudarshan Kumar Angarwal 1/0 Shri Kanwar Sala Angarwal partaer N/s Indian Auto Industries, Sam Lakhmi Shawar Rakh Bagh, Civil Lines, Ludhiana.
- Shri Chamder Kant Aogarwal s/o Sh.Kanwar Saim Angerwal partmer M/s Indian Auto Industries 1145, Sector-14, Faridabad.

....Defenjants.

Suit for Declaration.

Presenti-Shri N.K.Garg, Advocate, for the plaintiff. Shri G.S.Tyagi, Advocate, for the defendants.

JUL GNENT:

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The plaistiff has filed the present suit

acquiast the defendants seeking a decret for declaration to the effect that they are Dwners in possersion of the

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Usp of Hand the buit for the purpose of Juriadiction for to give Tinley the suit for the purpose of Court fee for & 35/--ACTICE SHEET the Court of Shiri K.K. Saini, Adll. Civil JudgerSr. J. ): Faridabad. uit No. 353 cf. 15 ( 199 mis an alle rillogs demarked an a busicasi real series and an englister Plaintill .... 1. m/s landen sinte landa veren sie is met af part drees, der formete food a heavyh al pertonen sinte lande in the sinte history and some diges noted (Onthe Todan shown in page nool carse, channels is anti-theorem and a sinter diges noted (Onthe Todan shown in page nool carse, channels is anti-theorem and y set builds in a syntain is a statement of a pertonen sinter heavy is four total to the theorem and the lander of the theorem is a statement of the pertonent of the total of the total to the theorem and the lander of the theorem is a statement of the set of the total of the total of the theorem and the lander of the set of the total of the theorem and the total of the total of the total of the total total of the total of total of the total of the total of the total of the total of total of total of the total of total of the total of the total of the total of total o VCIEUS claim: vont a du na file barrin au der ettert stat dur plaintiffen en earanting iller 5 sig unde aus ine dyrnderty-han artnight, irfer or wienest alle eine man benetig de palled an Tortunt du plainter of and against dur rigtenda to orgin and site dyrnderty-han artnight, irfer or against dur rigtenda to orgin and site of the Suit ř. Plaint presented on 1 1the 1000 This suit coming on this day for final disposal before to the start what child duchelin was Frad). In the presence of Shir NF Gorg and for plainterfierd It is ordered that we and ware prover 11 is records and a herely deared as prayed for alonger thad in annoved. Protice are left to depr COURS OF THE SHIT (lointiii(s) Defendant(s) # Free The star 54 567 **\$**t 2112 me 1.11 1-1-87 M.L. Service for process/hise. 111-1 ML 8412 Ps. 1 100 st. Total 98 mi Given under my nond and scal of the court on this Routh day of Schienber, ing. A WARDER OF TO ANDER (!) 550 wer No. F:(St: Qy) Faridabad 1779191 Destion --reived on ..... 18-193.7 (+tatico, (1: 18-103) · Bern to Certified to be True Cop. 23 unintar secto or u al 2.0 nuisa Evidence 1870 37 16vergliand, limit : of deli Director

M/s Delhi Alloys Vs. M/s Indian Auto 14 2 1:

suit property detailed in para No.1 of the plaint.

Defendants appeared and filed admitted writtem statement. Statement of Shri B.L.Bansal, defendant No.2 and Shri C.K.Aggarwal, defendant No.5 for himself and on behalf of defendant Nos. 3 & 4 also recorded in the court. 3. In view of the admission of the claim of 1 the plaintiff by the defendants and the statement of the parties, the suit of the plaintiff succeeds and is hereby decreed asphayed for alongwith all encumbrances. Parties are left to beer their own costs. Decree sheet be prepared accordingly. File be consigned to the ecord room. Announced in the Lok Adalat. Dt. 20.9.1997

Add1. Civil Judge (Sr.Div. ), FES.

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