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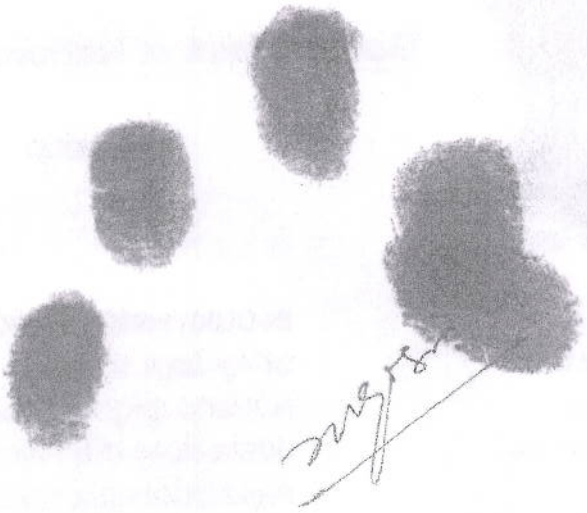
सत्यमेव जयते

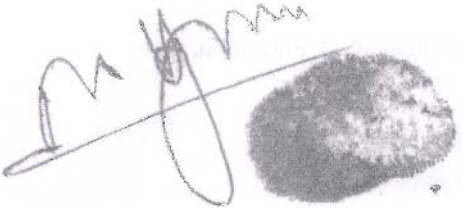
Certificate No.	:	IN-DL00114676011625G
Certificate Issued Date	:	24-Apr-2008 12:52 PM
Account Reference	:	NONACC (BK)/ dl-corpbk/ CORP CONNAUGHT/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-CORPBK00119323131077G
Purchased by	:	PRIMETIME REALTORS PRIVATE LIMITED
Description of Document	:	Article 23 Sale
Property Description	:	PLOT NO 27, KASTURBA GANDHI MARG, NEW DELHI 110001 WITH ALL BUILT UP AREA AND STRUCTURES
Consideration Price (Rs.)	:	200,00,00,000 (Two Hundred Crore only)
First Party	:	MAHAJAN INDUSTRIES PRIVATE LIMITED
Second Party	:	PRIMETIME REALTORS PRIVATE LIMITED
Stamp Duty Paid By	:	PRIMETIME REALTORS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	12,00,00,000 (Twelve Crore only)

Please write or type below this line

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"





TOTAL SALE CONSIDERATION: **RS. TWO HUNDRED CRORES ONLY**
CONSOLIDATED STAMP DUTY @6%: **RS. TWELVE CRORES ONLY**

E STAMPING CERTIFICATE NO. **IN-DL00114676011625G** Dated: 24.04.2008

SALE DEED

This Sale Deed ("Sale Deed") is made and executed at New Delhi on this 28th day of April 2008.

BY & BETWEEN

MAHAJAN INDUSTRIES PRIVATE LIMITED earlier known as "Mahajan Woolens Private Limited", a company incorporated under the provisions of Companies Act, 1956 having its registered office at Mahajan House, E-1, South Extension, Part - II, New Delhi 110049 acting through its Managing Director, Mr. Rakesh Mahajan, duly authorized vide Board Resolution dated March 27, 2008; hereinafter referred to as the

gu No. 8052 Date 28/04/2008

Deed Related Detail

ɔed Name SALE SALE WITHIN NDMC AREA

Land Detail

'ehsil/Sub Tehsil Sub Registrar VII Area of Building 0 वर्ग फुट

'illage/City Kasturba Gandhi Marg Building Type Class A

'lace (Segment) Kasturba Gandhi Marg

'roperty Type Commercial

ırea of Property

Money Related Detail

ɔnsideration Amount 2,000,000,000.00 Rupees Stamp Duty paid 120,000,000.00 Rupees

ılue of Registration Fee 100.00 Rupees Pasting Fee 1.00 Ruppes

: document of SALE SALE WITHIN NDMC AREA

ɜented by : Sh/Smt S/o W/o R/o

Mahajan Industries Pvt. Ltd T nil E-1 Mahajan House South Extn -II ND

ıe office of the Sub Registrar, Delhi this 28/04/2008 day Monday
veen the hours of

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

,nature of Presenter
eution admitted by the said Shri/Ms Mahajan Industries Pvt. Ltd Thr Rakesh Mahajan

Shri/Ms Primetime Realtors Pvt Ltd. Thr G.R.Gogia

ɔ is/are identified by Shri/Smt/Km. Mohan K.M. S/o W/o D/o Madhavan Nair R/o 24 Deluce Apptts
ındhara Enclave ND
Shri/Smt./Km M.S.Nair S/o W/o D/o K.M.Pillai R/o 22 D Pkt- A Mayur Vihar Ph-II Delhi
rginal Witness). Witness No. II is known to me.

ents of the document explained to the parties who understand the conditions and admit them as correct.

ified that the left (or Right, as the case may be)hand thumb impression of the executant has been affixed in my
ence

ior(s) Mortgagor(s) admit(s) prior receipt an entire consideration Rs.2,000,000,000.00 Rupeess two hundred crore Only

Balance of entire consideration of Rs. Rupees . has been paid to the

lor(s)/Mortgagor(s) by Sh./Ms. Primetime Realtors Pvt S/o W/o nil
th Floor Arunachal Building B.K.Road ND

ee(s) /Mortgagee(s) in my presence. I/We/They /were also identified by the aforesaid witnesses.

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

29/04/2008

"VENDOR" (which expression shall unless repugnant to the context mean and include the "VENDOR" and its successors-in-title, successors-in-interest, successors–in-office, administrators, nominees, assigns, etc.) of the First Part.

AND

PRIMETIME REALTORS PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 having its registered office at 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi 110001 through its Director, Mr. G R Gogia; duly authorized vide Board Resolution dated April 21, 2008; hereinafter referred to as the **"VENDEE"** (which expression shall unless repugnant to the context mean and include the "VENDEE" and its successors-in-title, successors-in-interest, successors-in-office, administrators, nominees, assigns etc.) of the Second Part.

AND

Mr. Rakesh Mahajan (Shareholder and Managing Director of the VENDOR), son of Mr. M. M. Mahajan, resident of Mahajan House, Asandh Road, Panipat, Haryana 132103; hereinafter referred to as **"CONFIRMING PARTY"** (which expression shall unless repugnant to the context mean and include the CONFIRMING PARTY and its legal representatives, heirs, executors, successors, nominees, assigns etc.) of the Third Part.

The **VENDOR, VENDEE** and the **CONFIRMING PARTY** are also individually referred to as a **"Party"** and collectively as **"Parties".**

A. WHEREAS by an Indenture of Perpetual Lease executed on February 08, 1933 Registered as Document No. 1875, in Addl. Book No. 1, Volume No. 35, on pages 43 to 50 on June 19, 1933, in the office of the Sub-registrar, Delhi, (hereinafter referred to as the **'Perpetual Lease'**) the Secretary of State for India in Council granted to Dr. Raghunath, son of Late R.B. Mool Raj, resident of Sita Bhawan, 9 Rajpur Road, Delhi (hereinafter referred to as the **'Lessee'**), with effect from May 25, 1927 the leasehold rights in perpetuity in respect of Plot No. 2, situated in Block No. 134, now known as 27, Curzon Road (Kasturba Gandhi Marg), New Delhi-110001, and containing by admeasurements an area of 1.185

Acre about 5735 sq. yds or thereabout (hereinafter referred to as the **"Said Plot"**).

B. AND WHEREAS thereafter the said Dr. Raghu Nath from his own funds and resources, constructed a two storeyed building with out-houses on the Said Plot after getting the plans approved by the New Delhi Municipal Committee and also obtained the Completion Certificate in respect thereof.

C. AND WHEREAS the said Dr. Raghu Nath died on February 26, 1972 leaving behind him (1) Dr. Anand Nath son of Late Dr. Raghu Nath, (2) Dr. Pushpa Nath daughter of Late Dr. Raghu Nath, (3) Mr. Raj Nath son of Late Dr. Raghu Nath, (4) Lt. Col. Pratap Nath son of Late Dr. Raghu Nath, (5) Sh. Tarun Kumar son of Major B. Lal, (6) Smt. Saroj daughter of Dr. Raghu Nath, (7) Smt. Sumitra Devi wife of Late Dr. Raghu Nath, (8) Mr. Shakti Nath son of Late Raghu Nath, (9) Dr. Sneh Lata wife of Shri S.B.Sood and daughter of late Dr. Raghu Nath all resident of 9, Rajpur Road, Delhi, (10) Mrs. Indira Rani wife of Mr. Jyoti Swaroop and daughter of Dr. Raghu Nath resident of 15/4, West Patel Nagar, New Delhi and (11) Dr. Madhu Bala wife of Dr. Narottam Puri and daughter of Dr. Raghu Nath resident of 78, Darya Ganj, Delhi as his only heirs and co-owners of all that his leasehold rights in the Said Plot and his ownership rights on the building constructed thereon (hereinafter collectively referred to as the **"Legal Heirs"**). The Legal Heirs got the Said Plot mutated in their name in the records of Land and Development Office, New Delhi vide its Letter No. LJ-9/134(2)/81/429 dated 08.06.1981.

D. AND WHEREAS the Legal Heirs executed an Agreement dated July 06, 1977 with Ansal Properties and Industries Limited (hereinafter referred to as **"APIL"**) whereby APIL was granted development rights for erecting a multi-storeyed commercial building on the Said Plot and was entitled to 65% of the total builtup/saleable and other areas including basements and parking areas while the Legal Heirs were entitled to remaining 35% of such areas.

E. AND WHEREAS APIL subsequently filed a civil suit (Suit No. 804 of 1980) against the Legal Heirs in the High Court of Delhi for specific performance of the Agreement dated July 06, 1977.

F. AND WHEREAS during the pendency of the said civil suit, the Legal Heirs sold and transferred all their titles, rights, interests, claims whatsoever in the Said Plot along with all the superstructures, advantages, appurtenances and easements thereon to Mahajan Woolens Private Limited (now known as Mahajan Industries

Private Limited i.e. the VENDOR herein), vide sale-deed dated October 30 1987, duly registered as Document No. 8425, in Addl. Book No. 1, Volume No. 5963, pages No. 1 to 160 on October 30, 1987 in the office of Sub Registrar, Delhi.

G. AND WHEREAS, on the basis of the aforesaid Sale Deed, the name of the VENDOR was mutated as the lessee of the Said Plot by the Land and Development Office vide letter No. L&DO/LI-9/134(2)/89/213 dated March 29, 1989.

H. AND WHEREAS in pursuance of fresh certificate of incorporation consequent upon change of name dated 07.11.1989, issued by Registrar of companies, NCT of Delhi and Haryana, name of Mahajan Woolens Private Limited was changed to Mahajan Industries Limited.

I. AND WHEREAS, subsequent to the sale of the Said Plot, the VENDOR was also impleaded as a defendant by APIL in the civil suit No. 804 of 1980. The said suit was decreed by the High Court in favour of APIL vide its order and judgment dated 17.09.1991.

J. AND WHEREAS, the VENDOR and the Legal Heirs challenged the aforesaid order and judgment dated 17.09.1991 of the High Court by filing an Appeal being No. R.F.A. (OS) 39 of 1991. During the pendency of the Appeal, the matter was compromised between the VENDOR, Legal Heirs and APIL and accordingly the Appeal was disposed of by the High Court vide its order dated May 19, 1995 in terms of the compromise making the compromise reached between the parties as Rule of the Court.

K. AND WHEREAS, as per the terms of the said compromise, the VENDOR accepted the rights of APIL to develop the Said Plot into a multi-storeyed commercial complex and the ratio of entitlement of the total built-up/saleable and other areas (including basements and parking areas) was revised between the VENDOR and APIL to 60% and 40% respectively to be divided equitably on all floors of the proposed building.

L. AND WHEREAS, the VENDOR had also executed an agreement dated May 02, 1988 with Tata Housing Development Company Limited (in short **"Tatas"**) for development of Said Plot upon the terms and conditions contained therein which were modified by supplemental agreement dated February 16, 1989 and an agreement dated March 03, 1989 executed between them subsequently.

M. AND WHEREAS, subsequently, APIL vide agreement dated April 01, 1995 (in short **"APIL Agreement"**) sold all its development rights in the Said Plot and also transferred, assigned and sold the entire 40% share of the total built-up/saleable areas including basements and parking areas in the building to be erected on the Said Plot, in favour of "Verka Investments Private Limited" (**Verka**) and APIL also handed over the possession of one room and a verandah in the then existing building on the Said Plot to Verka. Verka made full and final payment/ consideration amount to APIL for acquiring the said 40% rights.

N. AND WHEREAS, the VENDOR and Verka executed a separate agreement dated April 04, 1995 whereby Verka was admitted as a co-promoter in development of the Said Plot and was entitled to 25% of the total FSI in the superstructure to be constructed in future on the Said Plot and in the land appurtenant thereto as per the terms and conditions contained therein.

O. AND WHEREAS, in the aforesaid manner, Verka became entitled to 65% (40% under APIL Agreement+25% under agreement with the Vendor) of the total built-up/saleable and other areas including basements and parking areas in the building to be constructed on the Said Plot and the VENDOR became entitled to the remaining 35% (60%-25%) of such areas.

P. AND WHEREAS, subsequently, the VENDOR and Tatas vide agreement dated April 05, 1995 cancelled and terminated all the agreements viz. the agreement dated May 02, 1988 and the supplemental agreement dated February 16, 1989 and the agreement dated March 03, 1989 executed between them pertaining to the Said Plot; whereby Tatas agreed and confirmed that henceforth it shall have no rights, title, claims or interest of any kind or nature whatsoever in respect of the Said Plot. As per the compromise, Tatas also withdrew the civil suit No. 497 of 1994 filed by it in the High Court of Delhi against the VENDOR for specific performance of these agreements executed between the VENDOR and Tatas.

Q. AND WHEREAS, later on, the VENDOR executed a confirmatory agreement dated September 25, 1995 with APIL and Verka and recognized the agreement dated April 01, 1995 executed between APIL and Verka and accepted the rights acquired by Verka under the said agreement dated April 01, 1995. Under this confirmatory agreement, the VENDOR also agreed to handover the possession of the Said Property to Verka for development and construction of the building on the Said Property and to nominate Verka as its attorney to do all acts and deeds required to be done for such development and construction. The VENDOR also agreed that Verka shall have the legal rights to book, allot, sell

and transfer flats/spaces comprised in its (Verka's) 40% share of the total built-up/saleable areas including basements and parking areas in the building to be erected on the Said Plot and to receive payments in relation to the same. Subsequently, the VENDOR also executed a General Power of Attorney dated October 01, 1996 in favour of Verka.

R. AND WHEREAS, the VENDOR and Verka executed a supplementary agreement dated April 08, 1996 supplementing the terms and conditions of agreement dated April 04, 1995 executed between them.

S. AND WHEREAS, in the meanwhile Verka was amalgamated with Videocon Industries Limited (in short **"Videocon"**) with effect from April 01, 1997 and all the rights and liabilities of Verka were taken over by the Videocon.

T. AND WHEREAS name of Mahajan Industries Limited, was again changed to Mahajan Industries Private Limited, in pursuance of fresh certification of incorporation consequent upon change of name dated 06.03.1997, issued by Registrar of Companies, NCT of Delhi and Haryana.

U. AND WHEREAS the Said Property was mutated in the name of VENDOR by the Land and Development office, New Delhi vide letter no. LI/9/134(2)/05/640 dated September 20, 2005.

V. AND WHEREAS the Land & Development Officer permitted the conversion of leasehold rights of the Said Plot into freehold in favour of the VENDOR vide conveyance deed dated December 01, 2005, duly registered as Document No. 20789, in Book No. 1, Volume No. 1822, on pages 93 to 95 on 15.12.2005, with Sub-Registrar-VII, New Delhi.

W. AND WHEREAS the VENDOR and aforesaid Videocon Industries Limited (erstwhile Verka Investments Pvt. Ltd.) on mutual agreement and consent have brought to an end the aforesaid agreement dated April 04, 1995, confirmatory agreement dated September 25, 1995 and supplementary agreement dated April, 08 1996 and the aforesaid General Power of Attorney dated 01.10.1996 as both the parties i.e. the VENDOR and Videocon Industries Limited were not willing and desirous of continuing with said agreements and to perform the obligations envisaged in the said agreements.

X. AND WHEREAS by Settlement Deed dated April 28, 2008 executed between the VENDOR and Videocon Industries Ltd, the said parties have mutually

terminated and brought the agreements dated April 04, 1995 executed with Verka, confirmatory agreement dated September 25, 1995 and supplementary agreement dated April, 08 1996 to an end whereby the 25% rights of Videocon in the Said Property have been entirely extinguished and have come to end. Vide the said Settlement Deed, Videocon Industries Limited has also assigned and transferred absolutely all the rights in the Said Property including the 40% rights acquired under the Agreement dated April 01, 1995 with APIL in favour of the VENDOR and consequently Videocon Industries Limited has been left with no rights, title, interests, claim whatsoever in relation to the Said Plot/Said Property. Further, the Power of Attorney dated October 01, 1996 executed by the VENDOR in favour of the said Videocon Industries Ltd has also been cancelled / revoked.

Y. AND WHEREAS the VENDOR represents and declares that in the manner aforesaid Mahajan Industries Private Limited (the VENDOR herein), became the legal, absolute and exclusive owner and in vacant, physical and peaceful possession of and is otherwise well and sufficiently entitled to the Said Plot being all that freehold plot no. 2, in Block no. 134, now known as 27 Curzon Road, (Kasturba Gandhi Marg) New Delhi-110001, and containing by admeasurements an area of 1.185 acres (about 5735 sq. yards), and also the absolute and exclusive owner and in vacant, physical and peaceful possession of and is otherwise well and sufficiently entitled to buildings, constructions, superstructures, main house, out houses, compounds, lawns, gardens, appurtenances, easements and fixtures and fittings upon the Said Plot and/or belonging thereto and/or comprised therein with all water connections, electric connections, privileges attached thereto, hereinafter collectively referred as the **'Said Property'**.

Z. AND WHEREAS the VENDOR has represented and declared that the VENDOR has full right and absolute authority to sell, transfer, convey and/or deal with the Said Property in any manner it likes, as absolute owner thereof and the Said Property is free from all and any encumbrances including any charges, tenancy, liens, attachments, trusts, prior agreements to sell and any other right whatsoever or howsoever in favour of any person/entity etc. and there is no litigation or any other proceedings, claims or demands pending in relation to the Said Property or any part thereof.

AA. AND WHEREAS the VENDOR has agreed to sell, convey, transfer and assign absolutely and forever the entire free hold Said Property free from all and any encumbrances whatsoever and ad-measuring 5735 sq. yds i.e, Plot no. 2, in Block No. 134, now known as 27 Curzon Road, (Kasturba Gandhi Marg) New Delhi-

110001, with all rights of ownership, possession, privileges, easements and appurtenances, with all buildings, constructions, superstructures, main house, out houses, compounds, lawns, gardens, appurtenances, easements and fixtures and fitting upon the Said Plot and/or belonging thereto and/or comprised therein with all water connections, electric connections, attached thereto for a total sale consideration of Rs.200,00,00,000/- (Rupees Two Hundred Crores Only) in favour of the VENDEE.

BB. AND WHEREAS the VENDEE, relying on various assurances, covenants, statements, representations and undertakings given by the VENDOR and believing the same to be true and solely acting on the faith thereof, has agreed to purchase, acquire and possess the Said Property free from all and any encumbrances on the terms and conditions mentioned hereunder;

NOW THIS SALE DEED WITNESSETH AS UNDER:

1. That in consideration of the aforesaid sum of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only), ("Sale Consideration") paid by the VENDEE to the VENDOR, the VENDOR doth hereby sell, convey, transfer and assign to the VENDEE the Said Property bearing Plot no. 2, in Block No. 134, now known as 27 Curzon Road, (Kasturba Gandhi Marg) New Delhi-110001, free from all and any encumbrances whatsoever with all rights, titles and interests of ownership, possession, privileges, easements and appurtenances, with all buildings, constructions, superstructures, main house, out houses, compounds, lawns, gardens, appurtenances, easements and fixtures and fitting upon the Said Property and/or belonging thereto and/or comprised therein with all water connections, electric connections, attached thereto, in favour of the VENDEE absolutely and forever.

2. That the abovesaid entire Sale Consideration has been paid by the VENDOR to the VENDEE in the following manner:

   a) Rs. 103,64,22,140/- (Rupees One Hundred and Three Crores Sixty Four Lakhs Twenty Two Thousand One Hundred Forty Only) in favour of Videocon Industries Limited (Erstwhile Verka Investments Private Limited) for and on behalf of the VENDOR at the request of the VENDOR in the following manner:

(i) Rs. 40,00,00,000/- (Rupees Forty Crores Only) vide Banker's Cheque No. 303985 dated April 28, 2008 of Syndicate Bank, Barakhamba Road, New Delhi in favour of Videocon Industries Limited;

(ii) Rs. 30,00,00,000/- (Rupees Thirty Crores Only) vide Banker's Cheque No. 303982 dated April 28, 2008 of Syndicate Bank, Barakhamba Road, New Delhi in favour of Videocon Industries Limited;

(iii) Rs. 17,50,00,000/- (Rupees Seventeen Crores Fifty Lakhs Only) vide Banker's Cheque No. 303984 dated April 28, 2008 of Syndicate Bank, Barakhamba Road, New Delhi in favour of Videocon Industries Limited;

(iv) Rs. 16,14,22,140/- (Rupees Sixteen Crores Fourteen Lakhs Twenty Two Thousand One Hundred Forty Only) vide Banker's Cheque No. 303981 dated April 28, 2008 of Syndicate Bank, Barakhamba Road, New Delhi in favour of Videocon Industries Limited;

b) Rs. 8,85,77,860/- (Rupees Eight Crores Eighty Five Lakhs Seventy Seven Thousand Eight Hundred Sixty Only) vide Banker's Cheque No. 303977 dated April 26, 2008 of Syndicate Bank, Barakhamba Road, New Delhi in favour of VENDOR.

c) Rs. 87,50,00,000/- (Rupees Eighty Seven Crores Fifty Lakhs Only) vide Cheque No. 295589 dated August 10, 2008 drawn on Syndicate Bank, Barakhamba Road, New Delhi in favour of VENDOR.

the receipt and sufficiency whereof the VENDOR doth hereby admit and acknowledge.

The VENDOR agrees and acknowledges that the above-mentioned payment of Sale Consideration in the aforesaid manner is towards full and final payment in respect of absolute and unencumbered sale, transfer and conveyance of the Said Property 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 through the VENDOR.

3. That the VENDOR has handover the physical, vacant and peaceful possession of the Said Property to the VENDEE simultaneously at the time of execution of this Sale Deed.

4. That the VENDOR and the CONFIRMING PARTY do hereby assure, confirm, undertake, covenant, declare and represent to the VENDEE that:

i) The VENDOR is the absolute, sole and lawful owner of the Said Property and has full rights, authority and is legally entitled to sell, convey, transfer and assign absolutely and forever the Said Property with all privileges, easements and advantages attached thereto and to execute and get registered this Sale Deed and convey good and complete title in the Said Property in favour of the VENDEE.

(ii) The Said Property has clear marketable title & is free from all sort of encumbrances including, but not restricted to prior sale, pledge, mortgage, charge, gift, will, lien, trust, guarantee, surety, tenancy, security, exchange, agreement, arrangement, power of attorney, disputes, settlement, arrears, litigations, sealing/demolition, court injunction, court cases, decree, lease, loan, stay order, notice, attachment, acquisition, requisition, etc. and if it is ever proved otherwise, then the VENDOR will be liable and responsible to make good the loss suffered by the VENDEE and shall keep the VENDEE indemnified, saved and harmless against all such losses, costs, damages and expenses accruing thereby to the VENDEE.

(iii) Excepting the VENDOR, no other person/entity has any right, title, interest or claim whatsoever in the Said Property and the Said Property is not the subject matter of any HUF, Trust or minor etc. and the VENDOR has the permission, full unrestricted rights, authority and power to sell, transfer and convey the Said Property to the VENDEE and receive the Sale Consideration in the aforesaid manner.

(iv) There neither is nor has been any unauthorized construction in relation to the Said Property, nor the Said Property has ever been put to any use other than the authorized use and that no statutory or municipal authority has ever raised or is expected to raise any claim/ demand relating to any unauthorized construction or misuser of the Said Property.

(v) There are no proceedings and/or any cases are filed pending under DRT, BIFR Act and /or under liquidation provisions of the Companies Act, 1956 involving the Said Property.

(vi) All the taxes and dues including the house-tax/ property-tax, ground rent, water and electricity charges, any other applicable municipal and/ or

statutory dues and any other charges, liabilities on whatsoever account or of whatsoever nature which may be due in relation to the Said Property shall be borne and paid by the VENDOR up to the date of execution and registration of this Sale Deed notwithstanding that the bills are received or assessments are made after the date of this Sale Deed, provided that such bills pertain only to the period prior to the date of execution of this Sale Deed.

(vii) The VENDOR would not execute hereafter any other document including any agreement to sell in respect of the Said Property or superstructures existing thereon or any part thereof in favour of any other person(s) as the Said Property stands sold, transferred and conveyed by the VENDOR absolutely in favour of the VENDEE.

(viii) There is no prior or other subsisting agreement, arrangement, MOU, settlement, power of attorney etc. in respect of the Said Property or any part thereof with any person, authority, organization etc nor has the Said Property been disposed of or transferred to any other person/entity under any gift, will, exchange or any other arrangement.

(ix) The VENDOR is not a party to any act whereby the VENDOR's right and title in the Said Property may in any way be impaired or whereby the VENDOR may be prevented from selling and transferring the Said Property.

(x) The VENDOR has fully complied with all statutory formalities and provisions which are required to be complied for the sale of the Said Property by the VENDOR, as the VENDOR being a private limited company.

(xi) There is no impediment, prohibition, restriction or any kind of bar imposed under the law or otherwise against the VENDOR for sale and transfer of the Said Property by the VENDOR.

(xii) No order of attachment or decree from Income Tax Department, Wealth Tax Department, Sales Tax Department or Custom /Exercise Department of any other departments authorities have been issued and/or received in respect of the Said Property. Further there is no Income Tax proceeding(s) and/or Income Tax Demand pending against the VENDOR including U/s 281 of the Income Tax Act, 1961.

(xiii) There are no other material facts or circumstances in relation to the Said Property, which if disclosed, might reasonable have affected the decision of the VENDEE to execute this Sale Deed.

5. That at the time of execution of this Sale Deed the VENDOR has handed over to the VENDEE all original documents of title including the Perpetual Lease Deed, Conveyance Deed and other documents mentioned in the recital of this Sale Deed together with all correspondence with the L&DO, payment and deposit receipt relating to property tax, water and electricity charges and other documents relating to the Said Property as may be in the possession of the VENDOR.

6. That the CONFIRMING PARTY shall be jointly and severally liable with the VENDOR for due fulfillment of the all the terms and conditions of this Sale Deed by the VENDOR. The VENDOR and the CONFIRMING PARTY hereby represent, declare, assure and warrant that all the representations, statements, undertakings, assurances, covenants, declarations etc. given herein in this Sale Deed are true and correct and if the same turn out to be incorrect or false or the title of the VENDOR in the Said Property is found defective or if anyone else claims adverse right or interest in the Said Property including if the peaceful, vacant and physical possession of VENDEE as provided under this Sale Deed is threatened/disturbed, then the VENDOR and the CONFIRMING PARTY shall be jointly and severally liable and responsible for all the liabilities, risks, dues, losses, costs, expenses, damages, claims, arrears, cases, consequences, etc. on whatsoever account of whatsoever nature and undertake . to unconditionally indemnify the VENDEE and pay such losses, damages, costs, expenses, loss of profits etc. thus suffered/sustained by the VENDEE and keep the VENDEE freely, clearly, absolutely and forever saved, defended, harmless and indemnified against the same.

7. That hereafter the VENDEE shall have full authority and power to deal with the Said Property as legal and absolute owner thereof as the VENDOR for valuable consideration has absolutely sold and transferred all its rights, titles and interests etc. therein absolutely and forever in favour of the VENDEE.

8. That pursuant to the execution and registration of this Sale Deed, the VENDEE shall be entitled to get the Said Property mutated and transferred in its name , in the records of the appropriate authority (ies) and shall have full authority and power to deal with any Government authority or authorities or with the Municipal

Authority in respect of the Said Property including getting additional water and power connections in respect thereof.

9. That as stipulated herein the VENDOR and Confirming Parties agree and declare that any time after the execution of this Sale Deed, the VENDOR shall, at the request and cost of the VENDEE, do and execute necessary documents and do all such acts and deeds as may be reasonably required to be done or executed, in relation to the unencumbered sale/ transfer/ conveyance of the Said Property to the VENDEE including but not limited to execution of requisite papers, affidavits, undertakings for the said purpose.

10. That the Parties confirm and acknowledge that this Sale Deed shall constitute the entire understanding between them and shall supersede and override all previous communications and understandings, either oral or written, between the Parties, with respect to the subject matter of this Sale Deed. The Recitals shall form part of the operative part of this Sale Deed.

11. That if one or more of the provisions of this Sale Deed shall be void, invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions herein contained shall not be affected or impaired in any way. Each Party hereto shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision hereof which is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction. In the event such term or provision cannot be so omitted, this Sale Deed shall be construed to omit such invalid or unenforceable provisions.

12. That the Parties hereto have read this Sale Deed and further state that they shall be bound by all the conditions including their heirs, successors, legal representatives, executors, administrators, nominees and assignees etc. and this Sale Deed is irrevocable conclusive and binding on the Parties hereto and their respective heirs, representatives, successors and assigns and cannot be revoked or cancelled at any time under any circumstances and the Parties for their respective part undertake not to do any act, which may in any manner contravene the terms of this Sale Deed.

13. That all the costs and expenses including stamp duty and registration charges for execution and registration of this Sale Deed have been borne and paid by the VENDEE.

14. That each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

15. That any dispute or matter relating to or arising out of this Sale Deed shall be subject to the exclusive jurisdiction of Courts of NCT of Delhi only.

IN WITNESS WHEREOF THE VENDOR, VENDEE AND THE CONFIRMING PARTY HAVE SET THEIR RESPECTIVE HANDS TO EXECUTE THIS SALE DEED ON THE DATE, MONTH & YEAR HEREINABOVE MENTIONED, IN THE PRESENCE OF THE FOLLOWING WITNESSES:

VENDOR
MAHAJAN INDUSTIRES PRIVATE LIMITED
THROUGH ITS MANAGING DIRECTOR MR. RAKESH MAHAJAN

The seal of the Company has been fixed on this Power of Attorney pursuant to a Board Resolution passed at the meeting of the Board of Directors of the Company held on April 21, 2008 in presence of Mr. Rakesh Mahajan, Managing Director.

VENDEE
PRIMETIME REALTORS PRIVATE LIMITED
THROUGH ITS DIRECTOR MR. G. R. GOGIA

CONFIRMING PARTY
RAKESH MAHAJAN

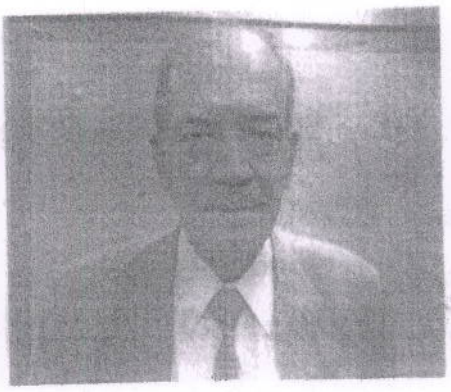
WITNESSES:

1. Mohan K.M. S/o Sh. Madhavan Nair
24, Deluxe Appartt
Vasundara Enclave
Delhi-96 D.D-P07112003285 2016

2. M.I. Nair S/o Sh. K.M. Pillai
R/o 22-D Pocket A
Mayur Vihar Ph II
Delhi D.D-P07062005 343344

eg. No.	Reg. Year	Book No.
8052	2008-2009	1

Ist Party विक्रेता



IInd Party क्रेता

Witness गवाह

Ist Party

IInd Party

'ty विक्रेता :- Mahajan Industries Pvt. Ltd Thr Rakesh Mahajan

arty क्रेता :- Primetime Realtors Pvt Ltd. Thr G.R.Gogia

ss गवाह Mohan K M., M.S.Nair

Certificate (Section 60)

ıration No.8,052 in additional Book No.1 Vol No 2,958

ıge 7 to 22 on this date 28/04/2008 day Monday

eft thumb impressions has/have been taken in my presence.

Sub Registrar

Sub Registrar VII

New Delhi/Delhi

29/04/2008

PID NO: P-2917

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA:NEW DELHI
(PROPERTY TAX DEPARTMENT)

No.Mutation Order/2008-2009/368 578

Dated : 25/06/2008

PRIMETIME REALTORS PVT. LIMITED, THROUGH GR GOGIA
6THFLOOR
ARUNACHAL BUILDING,
19,
BARAKHAMBA ROAD,
NEW DELHI,
110001.

SUB: RECORDING OF CHANGE IN NAME OF THE PERSON PRIMARLY LIABLE FOR PAYMENT OF PROPERTY TAX IN NDMC RECORD AND ASSESSMENT LIST IN RESPECT OF PROPERTY NO. 27, BUNGLOW, 27 CURZEN ROAD , K G MARG, NEW DELHI.

PRIMETIME REALTORS PVT. LIMITED, THROUGH GR GOGIA has applied for change in the name of the person primarily liable for payment of property tax in NDMC record and assessment list and has deposited transfer duty. The change is allowed on the following conditions: -

1. The change of name in the Municipal record and the 'assessment list' is for the limited purpose of payment of property taxes and not to give any legal title to the property;

2. If any unauthorized occupation on the Government land or any unauthorized construction has been made in the premises, the concerned authorities shall not be barred to remove the unauthorized occupation or demolish the unauthorized construction;

3. The taxes payable the premises whether for the past period or in future on the existing rateable value or on the increased rateable value shall be the liability of the applicant;

4. The transfer duty has been paid by the applicant on the cost shown by him, the cost of the premises as shown in the instrument shall not be binding on the NDMC either for the purpose of collecting transfer duty at the time ofregistration or for determining the rateable value as per law;

5. If any dispute arises between the applicant and any other person, the mutation, shall be subject to the order of the Court in the litigation between the two parties;

6. This change is valid only after the payment of property tax which amount to Rs.0/- as on date.

7. This change is subject to decision of notice dated 31.3.2000 issued under section -72 with a proposal to revised rateable value from Rs 5375/- to Rs 1,37,45,371/- from 1.4.1999

8. The existing R.V.of the flat/property is Rs. ~~2000/-~~ Rs 5375/-

S.O.(Tax)/D.D.(Tax)

Copy for information to: -