

758925

Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008
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SALE DEED

Sale deed for the sum of Rs. 9,16,65,000.00
Stamp duty @ 5% i.e. Rs. 45,83,250.00
Rage of Stamp: Rs. 25,000/180; Rs. 20,000/4; Rs. 500/6; Rs. 100/2; Rs. 50/1.
Paid through number of stamp papers 193 Dtd.03/11/2008 issued by
Treasury Office, Gharaunda Distt. Karnal, Haryana.
Village Basdhara.

This sale deed is executed at Gharaunda, Distt. Karnal, Haryana on Thursday, the 6th of November, 2008 by (1) Shri Malkhan Singh, (2) Shri Jaswant Singh and (3) Shri Jasmer Singh, all sons of Shri Rulia Ram alias Jee Ram s/o Shri Kalu Ram, R/o Basdhara, Tehsil Gharaunda, District Karnal (hereinafter called the VENDORS / FIRST PARTY).

In favour of

HPL Socomec Pvt. Ltd., having its registered office at 1/21, Asaf Ali Road, New Delhi-110002 through its Managing Director Sh. Lalit Seth, s/o Late Inder Narain Seth, R/o 35, Sunder Nagar, New Delhi (hereinafter called the VENDEE / SECOND PARTY).

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प्रलेख नः 1444	दिनाँक 06/11/2008
डीड का नाम SALE OUTSIDE MC AREA तहसील/सब-तहसील धरीनी गांव/शहर बस्ताडा	स्थित शेष काश्ता भूमि
भवन का विव	इरण
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धन स बंधी राशि 91,665,000.00 रुपये	विवरण / / / / / / / / / / / / / / / / / / /
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	ुपेस्टिंग शुल्क 3.00 स्प
Drafted By: इन्द्रजीत माटा	3/1/2008
यह प्रलेख आज दिनाँक 06/11/2008 दिन गुरूवार समय व	
प्रति/पुत्री/पत्नी श्री/श्रीमती/कुमारी रुलिया राम उर्फ निवासी बसताडा द्वारा	पजाकरण हतु प्रस्तुत ।कथा गया।
July n	त्र्य । प्रमाणिक प्रमाणिक विकास । उप / सर्युक्त प्रजीयन अधिकारी
हिस्ताक्षर प्रस्तुतकर्ता । । । । । । । । । । । । । । । । । । ।	घरोन्डा Sub Registras
श्री जसमेर सिंह, मलखान सिंह, जसवन्त सिंह	Gharaunda
उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी लिल्ल सेट निदेशक क्रेता हाजिर तथा समयकार स्वीकार किया। प्रलेख के अनुसार 0.00 कपर	
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।	

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी तेलुराम नम्ब्रदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी **निवासी ब**सताडा व श्री/श्रीमती/कुमारी नरेन्द्र सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रणधीर सिंह निवासी हिरंकी नरेला ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप, में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनाँक 06/11/2008

उप/सयुँक्त पँजीयन अधिकारी

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The Expression of VENDORS / FIRST PARTY and VENDEE / SECOND PARTY shall mean and include the parties, their legal heirs, successors, executors, representatives, attorneys, transferee (s), beneficiary (ies), legatee(s), probate(s), nominees and assignees etc. etc.

WHEREAS (1) Shri Malkhan Singh, (2) Shri Jaswant Singh and (3) Shri Jasmer Singh are the co-owners having equal shares and in peaceful possession of the land measuring 116 Kanal, 8 Marla (i.e. 14.55 acres - approximately), bearing Khewat No. 5, Khatni no. 6, Murabba No. 73, Killa No. 21 (8 - 0), 22/1 (7 kanal 12 marla), Murabba No. 74 Killa No. 25/1-(7-0), 27 (0 - 10), Murabba No. 77 Killa No.2 (0-17), 3(7-11), 4(7-11), 5(7-11), 6(8-0), 7(8-0), 8(8-0), 9(1-12), 13/2(1-8), 14/1(3-12), Murabba No. 78, Killa No. 1(8-0), 2/1(7-12), 8(8-0), 9/2(7-12), 10(8-0), total kitta 19, land measuring 116 Kanal, 8 merla vide Zambandi Register for the Year 2001-02 and also described under Mutation no. 1424, situated at Village Basdhara, Tehsil Gharaunda, District Karnal (hereinafter called the land / property).

The land is surrounded as under:

North - Passage and Land of M/s Haldiram.

South - Land of Mr. Rajinder Prasad Jain.

East - Land of Mr. Ram Singh.

West - National Highway No. 1 (G. T. K. Road).

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AND WHEREAS in the manner aforesaid, the VENDORS / FIRST PARTY herein the sole, absolute and exclusive owners of the said property, which is the exclusive property of the VENDORS / FIRST PARTY and the VENDORS / FIRST PARTY have full right, absolute authority to sell, dispose off and transfer the same in whole and none else except the VENDORS / FIRST PARTY has any right, title or interest in the same.

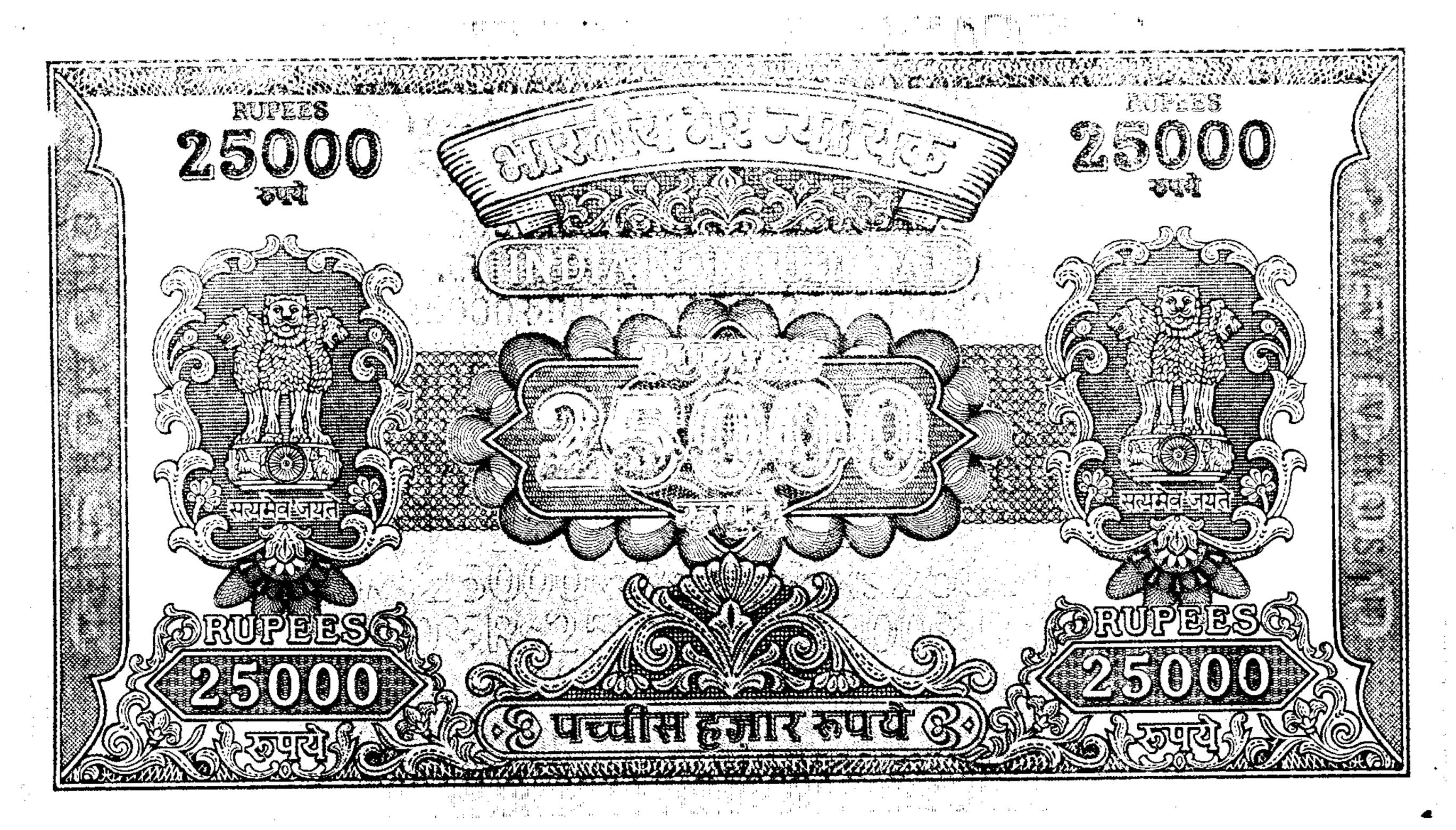
The VENDORS / FIRST PARTY (1) Shri Malkhan Singh, (2) Shri Jaswant Singh and (3) Shri Jasmer Singh, who are co-owners of the above mentioned land, inherited this land from their father Sh. Rulia Ram, the proof of their ownership as described vide Mutation No. 1424 in the Register Intikal / Mutation and vide Zambandi Register for the Year 2001-02 maintained by the Distt. Tehsil Office (Copy of Intikal Register and Zambandi Register as document no.... A)

AND WHEREAS the VENDORS / FIRST PARTY for their bonafide needs and requirements of their family, legal necessities and welfare of their children / family have agreed to sell, convey, transfer and assign to the VENDEE / SECOND PARTY and the VENDEE / SECOND PARTY has agreed to purchase the said land / property with all rights of easements, patent or latent, including rights of way and access enjoyed and reputed to be enjoyed in respect of the said property together with all rights in electricity, water, sanitary, tubewells, (bearing numbers N2297 and N2169) constructed rooms, trees,

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plantation, fittings, fixtures, compound/boundary walls etc, structure standing thereon with all rights of ownership and possession.

AND WHEREAS the VENDORS / FIRST PARTY in sound disposing mind, without undue influence, coercion or fraud, and for legal requirements and necessities has sold and transferred the above mentioned all land to the VENDEE / SECOND PARTY, at the rate of Rs. 63,00,000/- (Rs. Sixty Three Lacs Only), per acre totaling to Rs. 9,16,65,000/- (Rupees Nine Crores Sixteen Lacs Sixty Five Thousand only) which the VENDEE / SECOND PARTY has purchased the same at the above mentioned total sale consideration.

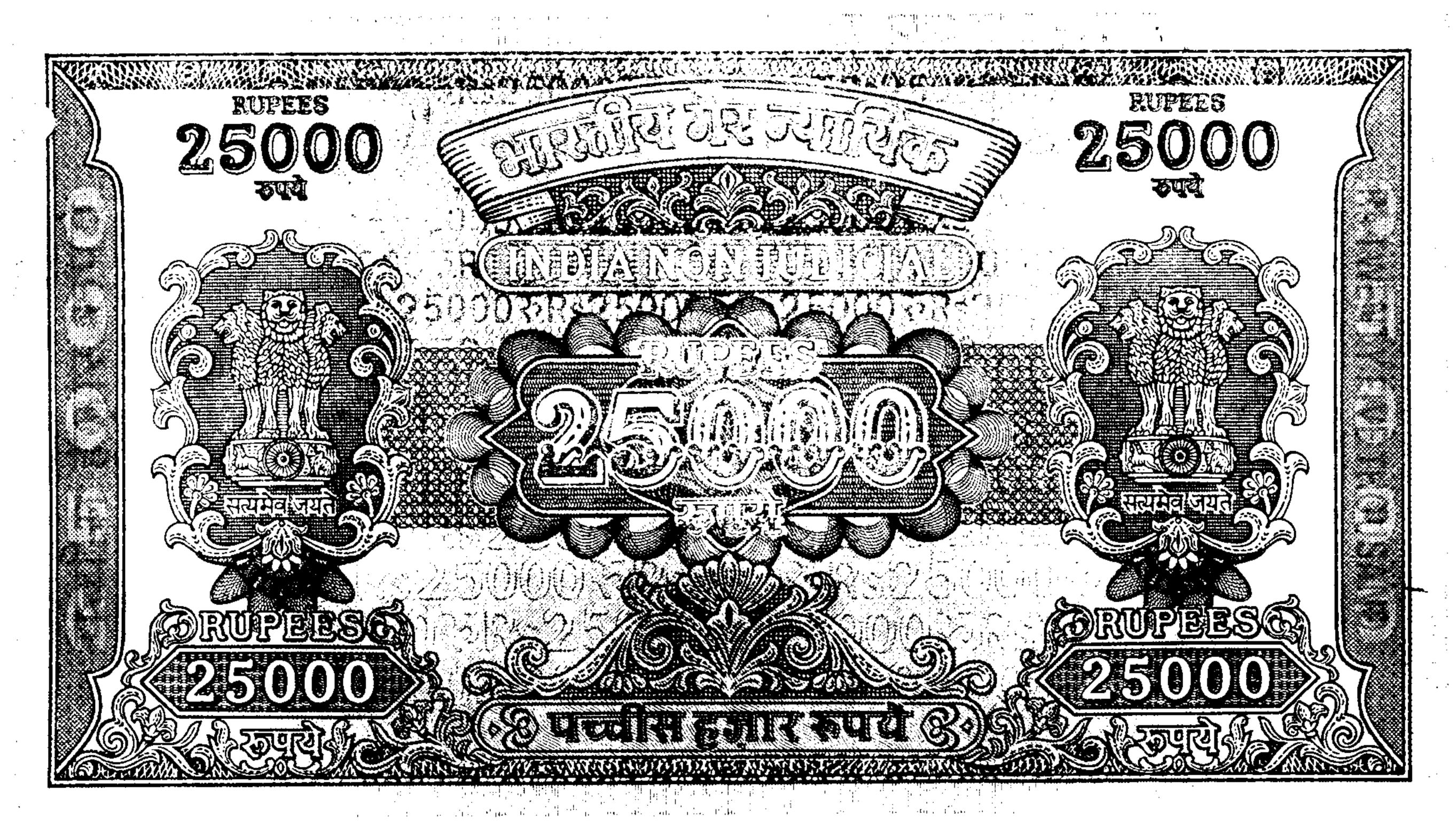
NOW THIS DEED WITNESSTH AS UNDER:-

The Expression of VENDORS / FIRST PARTY and VENDEE / SECOND PARTY shall mean and include the parties, their legal heirs, successors, executors, representatives, attorneys, transferee (s), beneficiary (ies), legatee(s), probate(s), nominees and assignees etc. etc.

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That on 21st August 2008, the VENDORS / FIRST PARTY and VENDEE / SECOND PARTY had entered into an Agreement to Sell the above mentioned land through which the VENDORS / FIRST PARTY received in total Rs. 94,50,000/- (Rupees Ninety Four Lacs Fifty Thousand Only) out of the total above said sale consideration. This money was paid as per detailed below:

Rs. 31,50,000/- (Rs. Thirty One Lacs Fifty Thousand Only) vide cheque No. 695334 dt. 21.08.08 in favour of Mr. Malkhan Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 31,50,000/- (Rs. Thirty One Lacs Fifty Thousand Only) vide cheque No. 695335 dt. 21.08.08 in favour of Mr. Jaswant Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 31,50,000/- (Rs. Thirty One Lacs Fifty Thousand Only) vide cheque No. 695336 dt. 21.08.08 in favour of Mr. Jasmer Singh drawn on Oriental Bank of Commerce, New Delhi.

All 3 persons of the VENDORS / FIRST PARTY had acknowledged the receipt of the above advance payment by signing the above mentioned Agreement to Sell dt. 21.08.2008.

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2. That on 03.09.2008, another document was executed between, all the three members of the VENDORS / FIRST PARTY and the VENDEE / SECOND PARTY known as "Addendum to Agreement to Sell dt. 21.08.08". Through this document and on request of VENDORS / FIRST PARTY, the VENDEE / SECOND PARTY paid an additional amount of Rs. 55,50,000/- (Rupees Fifty Five Lacs Fifty Thousand Only), which was paid as detailed below:

Rs. 18,50,000/- (Rs. Eighteen Lacs Fifty Thousand Only) vide cheque No. 695338 dt. 04.09.08 in favour of Mr. Malkhan Singh drawn on Oriental Bank of Commerce, New Delhi.

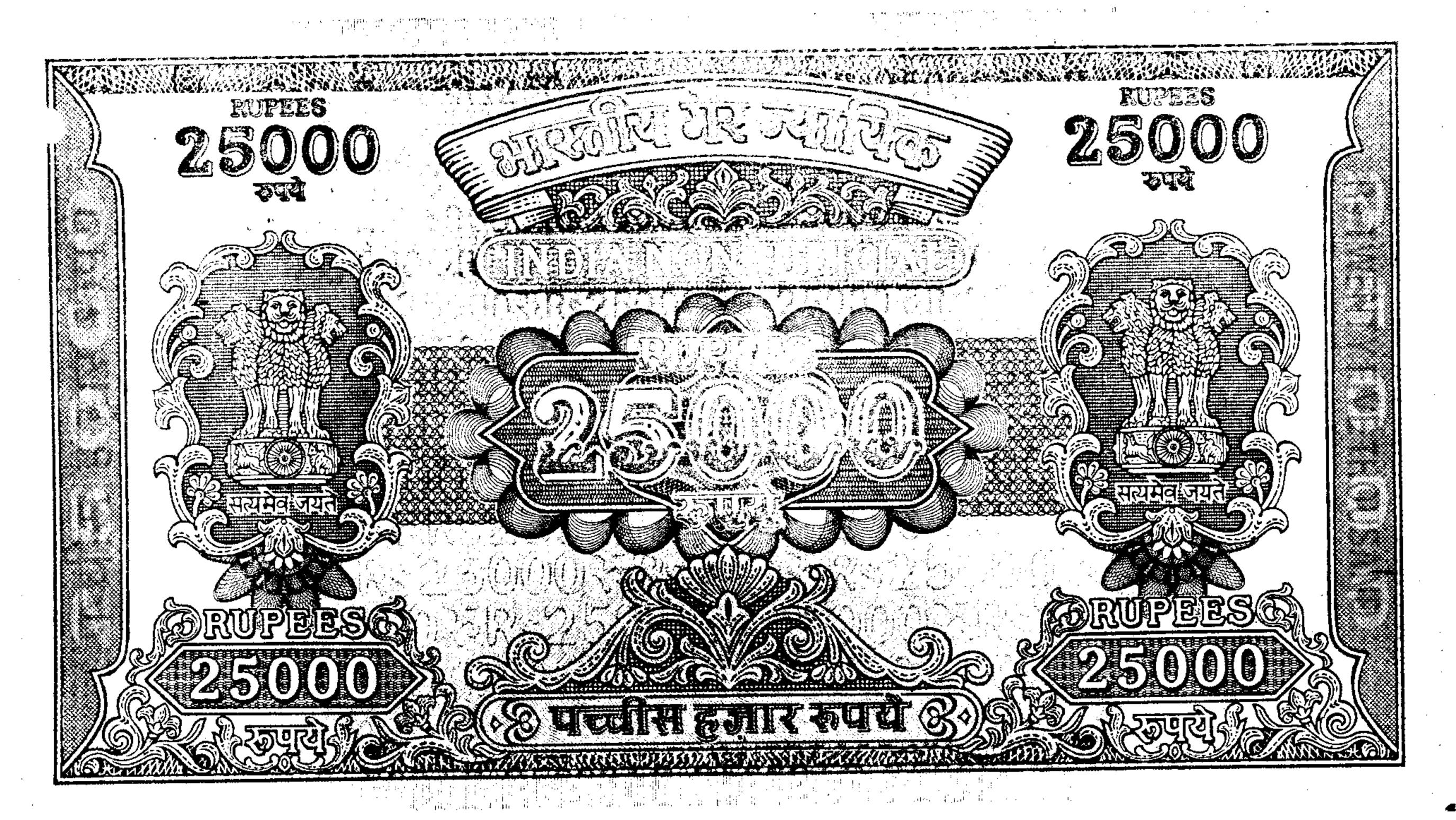
Rs. 18,50,000/- (Rs. Eighteen Lacs Fifty Thousand Only) vide cheque No. 695339 dt. 04.09.08 in favour of Mr. Jaswant Singh drawn on Oriental Bank of Commerce, New Delhi.

Rs. 18,50,000/- (Rs. Eighteen Lacs Fifty Thousand Only) vide cheque No. 695340 dt. 04.09.08 in favour of Mr. Jasmer Singh drawn on Oriental Bank of Commerce, New Delhi.

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All 3 co-owners, VENDORS / FIRST PARTY had acknowledged the receipt of the additional advance payment by executing the "Addendum to Agreement to Sell".

The total amount of advance as covered in Para 1 & 2 paid to the VENDORS / FIRST PARTY is Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) i.e. Rs. 50,00,000/- (Rupees Fifty Lacs Only) to each Vendor.

3. That the VENDORS / FIRST PARTY is selling the total land measuring 116 kanal 8 marla i.e. (approximately 14.55 acres) @ Rs. 63,00,000/- (Rupees Sixty Three Lacs) per acre totaling to Rs. 9,16,65,000/- (Rupees Nine Crore Sixteen Lacs Sixty Five Thousand Only) to the VENDEE / SECOND PARTY. Against the above consideration, the VENDORS / FIRST PARTY had already received Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) as advance against the Agreement to Sell dt. 21.08.2008 and Addendum to Agreement to sell dt. 03.09.2008. The balance consideration due against the sale of above mentioned land was Rs. 7,66,65,000/- (Rupees Seven Crores Sixty Six Lacs Sixty Five Thousand Only).

The VENDEE / SECOND PARTY has paid the balance amount of Rs. 7,66,65,000/- (Rupees Seven Crores Sixty Six Lacs Sixty Five Thousand Only) to the VENDORS / FIRST PARTY as detailed below:

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Rs. 2,55,55,000/- (Rs. Two Crores Fifty Five Lacs Fifty Five Thousand Only) vide DD No. 527597 dt. 05/11/2008 in favour of Mr. Malkhan Singh issued by Punjab National Bank, New Delhi and drawn on D.No. 4482 Karnal Reg. Collection Centre, Finacle of Punjab National Bank.

Rs. 2,55,55,000/- (Rs. Two Crores Fifty Five Lacs Fifty Five Thousand Only) vide DD No. 527598 dt. 05/11/2008 in favour of Mr. Jaswant Singh issued by Punjab National Bank, New Delhi and drawn on D.No. 4482 Karnal Reg. Collection Centre, Finacle of Punjab National Bank.

Rs. 2,55,55,000/- (Rs. Two Crores Fifty Five Lacs Fifty Five Thousand Only) vide DD No. 527599 dt. 05/11/2008 in favour of Mr. Jasmer Singh issued by Punjab National Bank, New Delhi and drawn on D.No. 4482 Karnal Reg. Collection Centre, Finacle of Punjab National Bank..

The VENDORS / FIRST PARTY confirm and acknowledge the receipt of the above mentioned full and final payment against the sale of above land by signing this document.

4. That the VENDORS / FIRST PARTY have inherited this land from their ancestors and they are selling, alienating it for the legal, necessities and welfare of their respective families. The VENDORS / FIRST PARTY hereby assure the VENDEE / SECOND PARTY that they have obtained the consent of their family members and no family member has any objection

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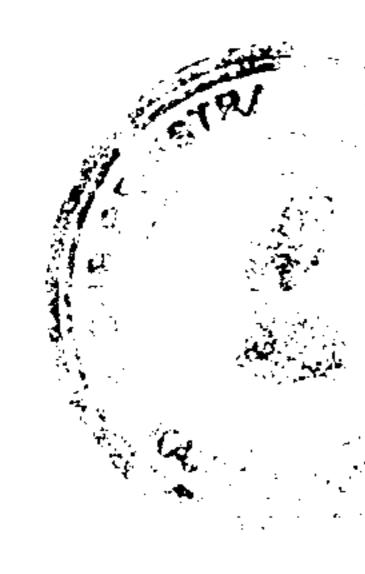
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for this sale of land. The VENDORS / FIRST PARTY hereby indemnifies the VENDEE / SECOND PARTY for any loss, liability, cost or claims, actions or proceedings, if any, arises at any time in future against the VENDEE / SECOND PARTY owing to any defect in the title of the land due to self and/or in family member(s) of the VENDORS / FIRST PARTY. The VENDORS / FIRST PARTY shall be liable and responsible for all the losses, damages, costs and expenses sustained by the VENDEE / SECOND PARTY.

- 5. The VENDORS / FIRST PARTY have minor children and since the VENDORS / FIRST PARTY are selling the above mentioned land for the welfare, development and betterment of the family including minor children, the VENDORS / FIRST PARTY have individually executed an Indemnity Bond signed by each Vendor for themselves and for and on behalf of their minor children in the capacity as father and their natural guardian.
- 6. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that the VENDORS / FIRST PARTY have good and marketable title to the said property and none other than the VENDORS / FIRST PARTY have any interest, right, title thereto.

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That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDORS / SECOND PARTY that the VENDORS / FIRST PARTY have not entered into any Agreement with any other person(s) for the sale of the said property.

That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that the said property is never a subject matter of any family / HUF dispute and that no part of the said property is owned by any minor and nobody has any right, title or interest of any kind whatsoever in the said property and further none else other than the VENDORS / FIRST PARTY has any right, title or interest of any kind whatsoever in the whole or any part of the said property and further there is no impediment in the Vendor's right to execute this Sale Deed.

9. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that there are no outstanding government dues of whatsoever nature including the attachment by the Income tax Authorities or under any other law in force, in respect of the said property and if there are some outstanding upto the date of registration of this Sale Deed, all the dues, taxes, duties and other outgoing, if any, regarding the said land levied by any Central/State Government Department, Autonomous Bodies etc. shall be paid by the VENDORS / FIRST PARTY.

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- 10. That the VENDORS / FIRST PARTY hereby declares and represents and assures the VENDEE / SECOND PARTY that the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation to Bank or to any Financial Institution or Person or Bodies, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said property is ever taken away or goes out from the possession of the VENDEE / SECOND PARTY on account of any legal defect in the ownership and title of the VENDORS / FIRST PARTY then the VENDORS / FIRST PARTY shall be liable and responsible to make good the loss suffered by the VENDEE / SECOND PARTY and keep the VENDEE / SECOND PARTY saved, harmless and indemnified against all such losses and damages suffered by the VENDEE / SECOND PARTY.
- 11. That in consideration of above mentioned full and final amounts received by the VENDORS / FIRST PARTY (1) Shri Malkhan Singh (2) Shri Jaswant Singh (3) Shri Jasmer Singh (which expression includes their nominees, legal heirs, successors, beneficiaries, legatees etc.). The VENDORS /

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FIRST PARTY do hereby sell, convey, transfer and assign the aforesaid land with their rights, title, interest, options, privileges, easement and appurtenances thereto unto the VENDEE / SECOND PARTY and the VENDEE / SECOND PARTY will hold the said property absolutely and forever and use and enjoy the same without any hindrance, claims or titles of the VENDORS / FIRST PARTY and others. The VENDORS / FIRST PARTY further state that they have received all the monies due to them in full and final towards the sale consideration and no further payment to be received now or in future from the VENDEE / SECOND PARTY directly or indirectly against the sale of this land.

- 12. That the VENDORS / FIRST PARTY have handed over the actual physical and peaceful possession of the said land to the VENDEE / SECOND PARTY and the VENDEE / SECOND PARTY has also occupied the same on the spot.
- 13. That the VENDORS / FIRST PARTY hereby confirm, admit and acknowledge that they including their legal heirs have been left with no right, title, interest, claim or lien of any nature whatsoever in the said property, hereby sold, and the same has become the absolute and exclusive property of the VENDEE / SECOND PARTY and VENDEE / SECOND PARTY shall be at liberty to deal with the same in the manner the VENDEE / SECOND PARTY likes and is free to use, enjoy, sell, gift,

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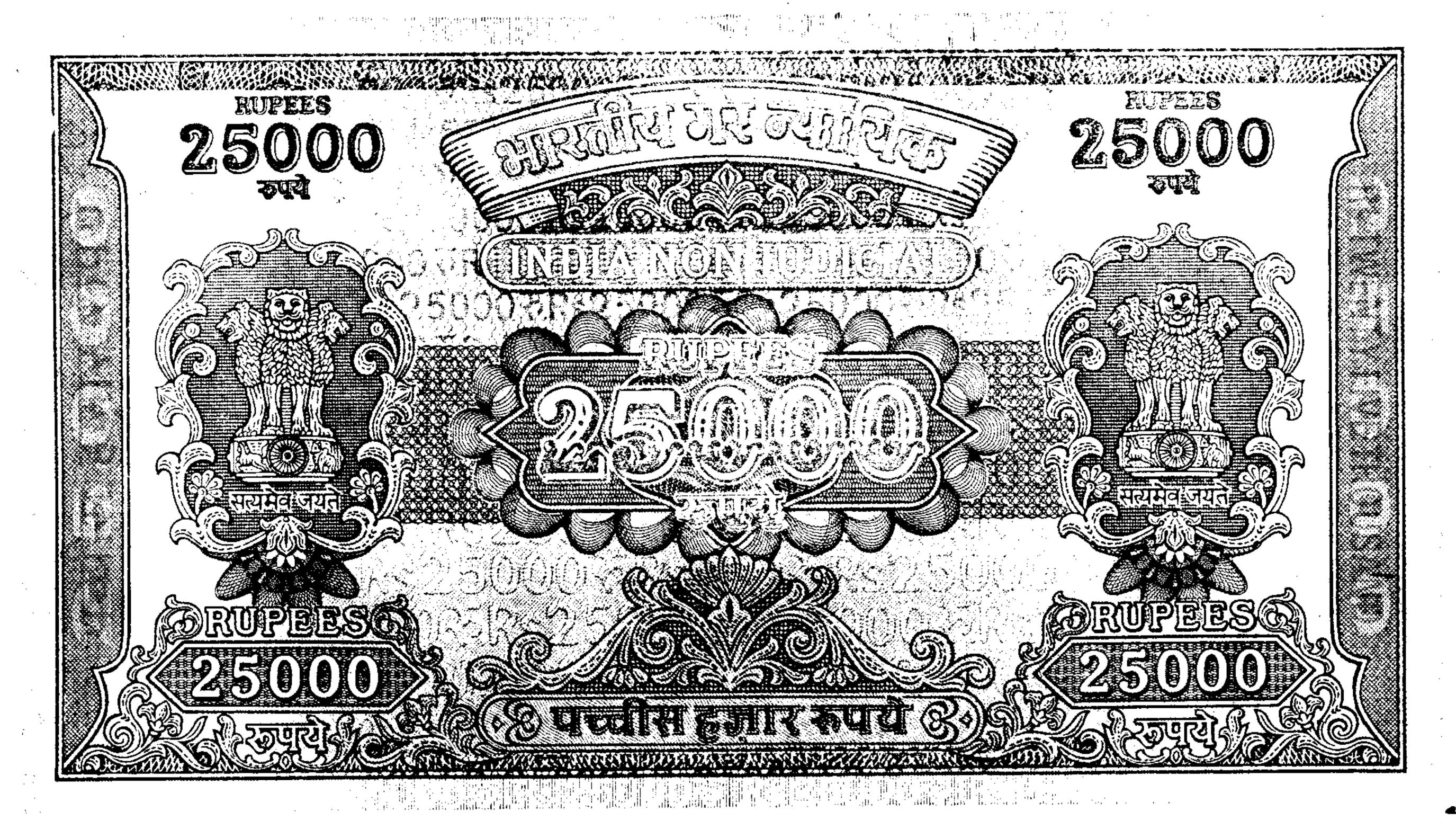
mortgage, lease and transfer the same by whatever mean VENDEE / SECOND PARTY likes, without any interference, hindrance, demand, objection, claim or interruption by the VENDORS / FIRST PARTY or any person(s) claiming under or through him or in trust for him. The VENDORS / FIRST PARTY further assures and undertakes that if required, they will execute any further documents in order to establish absolute and clear ownership title in favour of the VENDEE / SECOND PARTY to enable the VENDEE / SECOND PARTY to enjoy peaceful possession of the said land without any interference, hindrance, objection, claim / demand from anybody.

- 14. That the VENDORS / FIRST PARTY hereby declare and represent and assure the VENDEE / SECOND PARTY that they have neither done nor been party to any act whereby their rights and title to the said property, in any way be impaired or whereby they may be prevented from transferring the said property.
- 15. That the VENDORS / FIRST PARTY hereby indemnifies and shall keep the VENDEE / SECOND PARTY or their successor-in-title fully indemnified against any loss or liabilities cost or claims, action or proceedings, if any should arise, at any time in future against the VENDEE / SECOND PARTY on account of any legal defects in the title of VENDOR's right and title or the possession or quiet enjoyment of the said property by the VENDEE /

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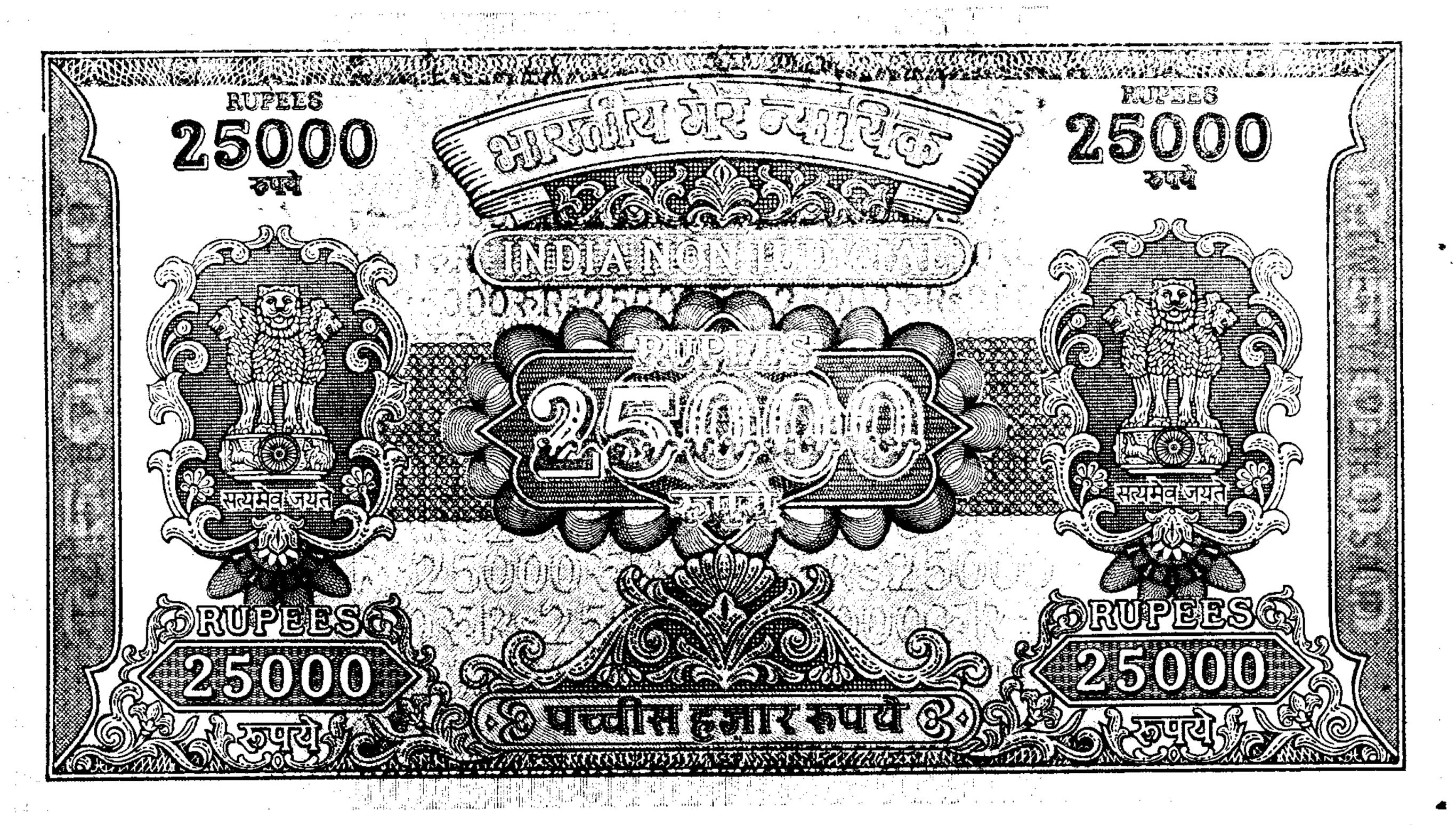
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SECOND PARTY or owing to any defect in or for want of clear and marketable title or due to any defect, violations or non-compliance of any of the declarations or covenants mentioned in the Sale deed.

- 16. That by virtue of this Sale Deed, VENDEE / SECOND PARTY is fully authorized to get the said land's Mutation and transferred in their own name in the record of government revenue record or elsewhere, in absence of the VENDORS / FIRST PARTY.
- 17. That now the VENDORS / FIRST PARTY have been left with no right, title, claim, concerned, or any connections, with the said land and the VENDEE / SECOND PARTY is free to use, enjoy and hold the same in the manner he may like as absolute owner of the said land.
- 18. That all the expenses of this Sale-deed viz registration Charges including cost of stamp papers etc. have been borne and paid by the VENDEE / SECOND PARTY. The VENDEE / SECOND PARTY shall have the right to collect the original sale-deed from the office of the Sub-registrar, Gharaunda.

IN WITNESS WHEREOF, the VENDEE / FIRST PARTY and VENDEE / SECOND PARTY in sound disposing mind, without undue influence, coercion or fraud have signed this sale deed before the office of sub-registrar,

of minimum of



minor children

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Gharaunda, Distt. Karna (Haryana) on Thursday, the 6th November, 2008 in the presence of the following witnesses.

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1.Sh. Malkhan Singh S/o Sh. Rulia Ram as Karta of his family

2. Sh. Jaswant Singh S/o Sh. Rulia Ram as Father & natural guardian of

3. Sh. Jasmer Singh S/o Sh. Rulia Ram as Father & natural guardian of minor children

VENDORS / FIRST PARTY

1. Sh. Malkan Singh S/o Sh. Rulia Ram

2. Sh. Jaswant Sigh S/o Sh Rulia Ram

3. Sh. Jasmer Singh Slo Sh. Rulia Ram

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WITNESSES

22/2/2/2019

1. Sh. Telu Singh, Nambardar S/o Sh Jasram Singh R/o Village Basdhara, Tehsil Gharaunda, District Karnal Haryana.

2. Sh. Viky Singh, S/o Sh. Malkhan Sirign, 9. Sh. Rihi put slo sh. luleput simple R/o Village Basdhara, Tehsil Gharaunda, Distt. Karnal, Haryana.

Distt Sonepet Gannus Maryana.

3. Sh. Rishi Seth S/o Sh. Lalit Seth R/o 35, Sunder Nagar, New Delhi-110003.

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4. Sh. Narender Singh S/o Late. Sh. Randhir Singh, R/o Village Hiranki, 100, Delhi -110036.

5. Sh. Anuj leumis s/Osh. Surr Lemr vo Kalvon, Dost lewn, Haryana.

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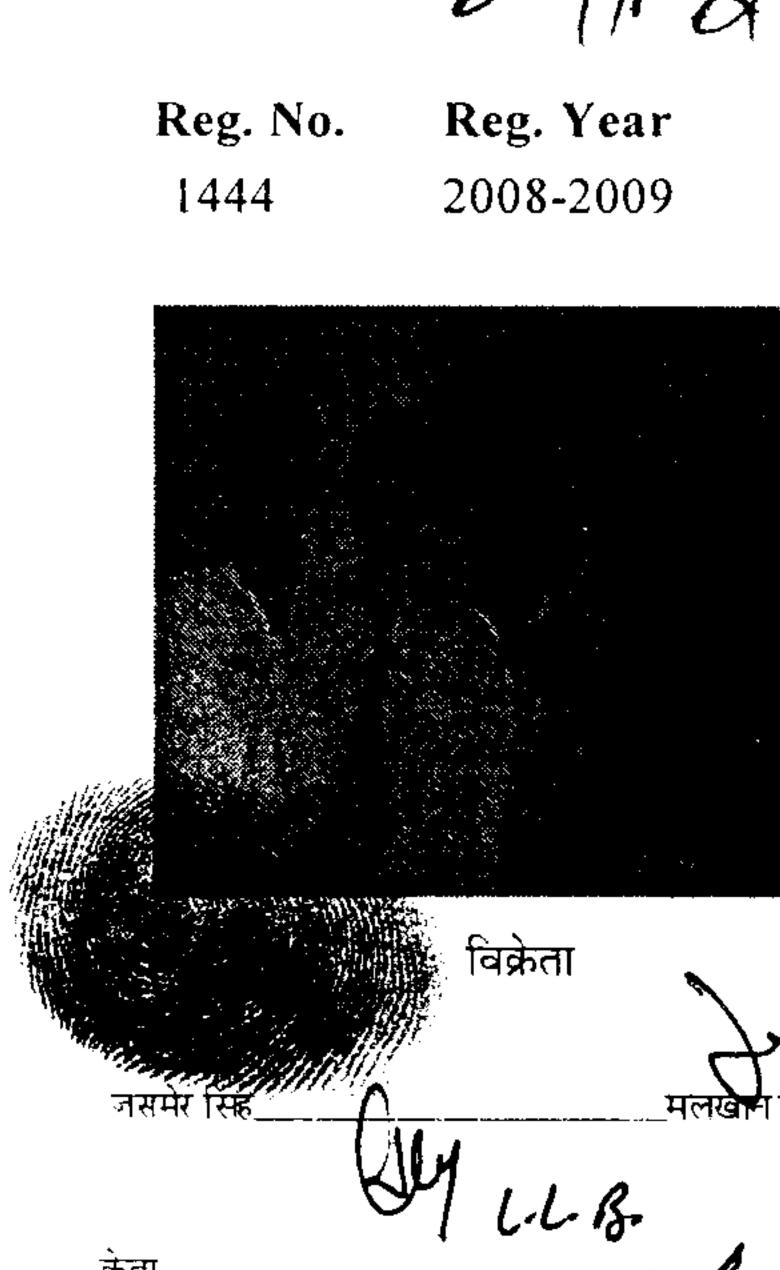
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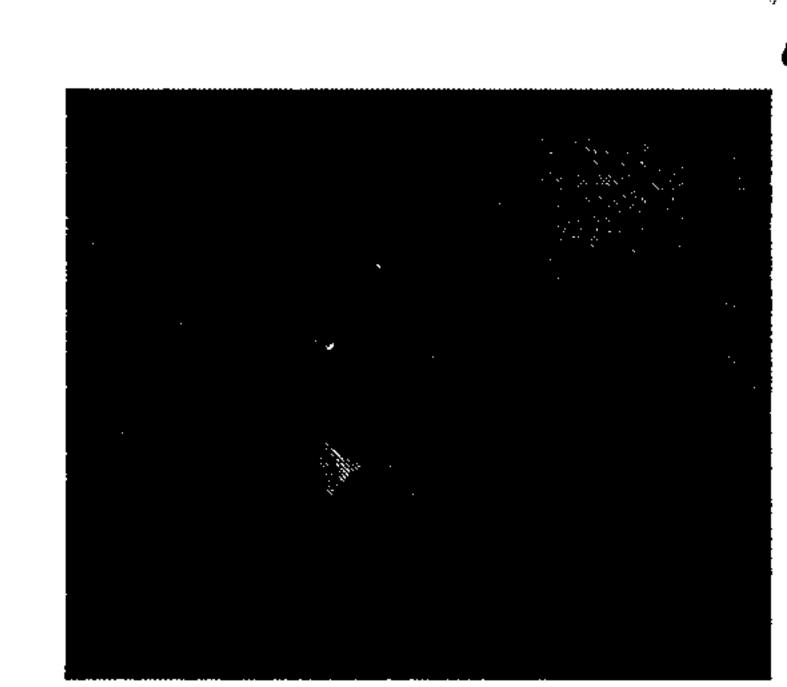
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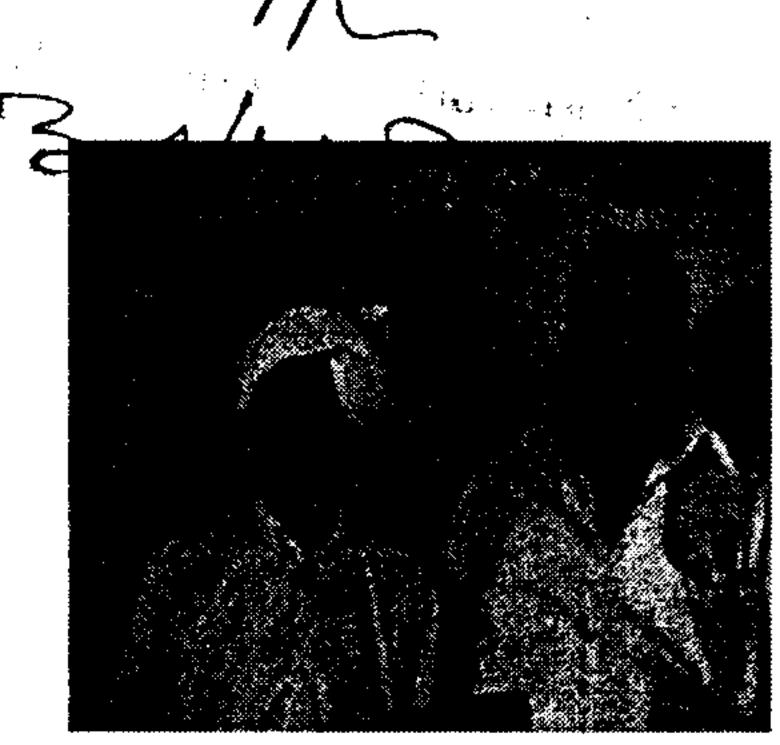
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दिनाँक 06/11/2008

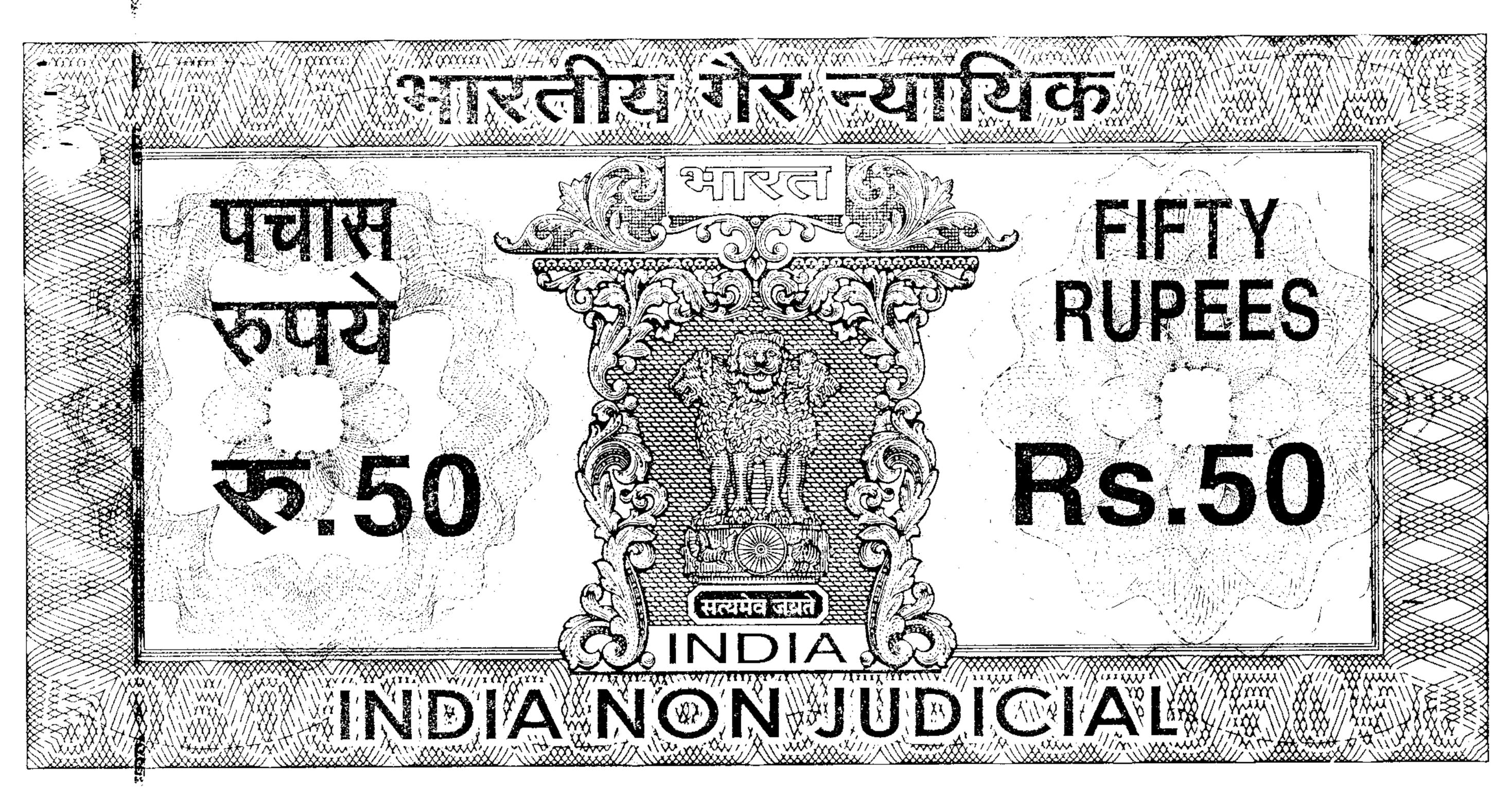
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प्रमाणित किया जाता है कि यह प्रलेख कमांक 1,444 आज दिनाँक 06/11/2008 को बही नः 1 जिल्द नः 76 के पृष्ठ नः 42 पर पॅजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 1,316 के पृष्ठ संख्या 89 से 90 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतुकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

उप/सयुँकत पँजीयन अधिकारी

घरोन्डा

Sub Registri.
Garanna



330294

Sale Deed/ Malkhan, Jaswant, Jasmer in favour Hspl_Gharaunda/06112008

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This Stamp Paper is part of the Sale Deed dated 06/11/2008, regarding the land measuring 116 Kanal 8 Marla (approximately 14.55 acres) situated at Village Basdhara, Tehsil Gharaunda, Distt. Karnal, Haryana executed by Sh. Malkhan Singh, Sh. Jaswant Singh and Sh. Jasmer Singh

In favour of

M/s HPL Socomec Private Limited, New Delhi

2 marain

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Curt

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