



CORPORATION TAX

Rs. 2,25,000/-

TOTAL STAMPS

Rs. 3,60,000/-

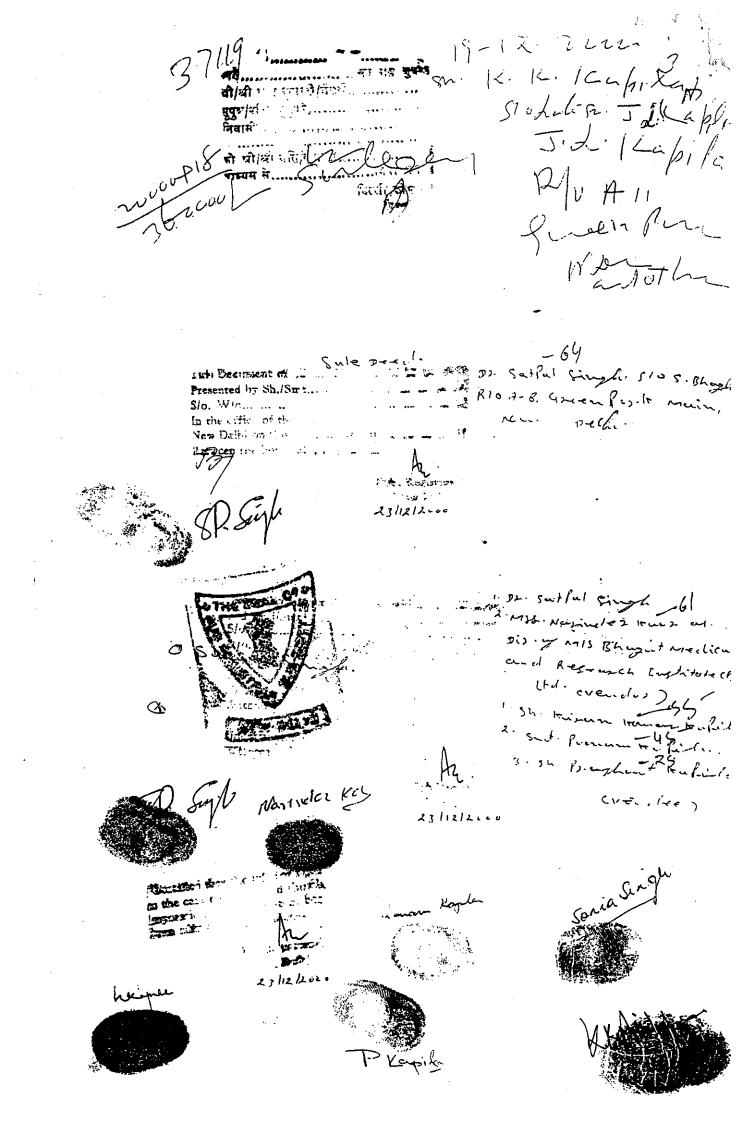
This Sale deed is executed at New Delhi, on this 23 day of December 2000, by M/s Bhagat Medical and Research Institute Pvt. Ltd., a Private Limited Company, duly incorporated

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under the Companies Act, 1956, having its Registered Office at R-17. Greater Kailash Part-I, New Delhi, through its Directors Dr. Satpal Singh S/o S. Bhagat Singh and Mrs. Narinder Kaur W/o Dr. Satpal Singh, duly authorised vide Resolution passed in the meeting of the Board of Directors held on 3rd October, 2000, hereinafter called 'THE VENDOR' (which expression shall mean and include its successors, legal representatives, administrators, executors, nominees and assigns).

IN FAVOUR OF

- 1) Shri Kiran Kumar Kapila S/o late Shri Jagfiish Lal Kapila;
- 2) Smt. Poonam Kapila w/o Shri Kiran Kumar Kapila; and
- 3) Shri Prashant Kapila S/o Shri Kiran Kumar Kapila;

All residents of A-11, Green Park, New Delhi:

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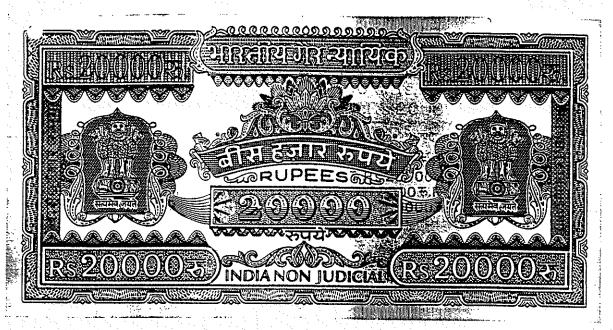
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Hereinafter collectively called "THE VENDEES" (which expression shall mean and include their respective legal heirs, successors, legal representatives, administrators, executors, nominees and assigns).

WHEREAS Smt. Durga Wati Kapoor W/o Shri Dina Nath Kapoor, S/Shri Inderjit Kapoor and Narinder Kumar Kapoor, sons of Shri Dina Nath Kapoor, Jointly purchased a freehold plot of land bearing No. 8, Block 'A', measuring 655 Sq. Yds (548 Sq. Mtrs), situated in the colony known as Green Park (Main), New Delhi within the limits of Municipal Corporation of Delhi and bounded as under:

EAST:

Main Aurobindo Marg

WEST:

Service Lane

NORTH:

Plot No. A-7

SOUTH:

Plot No. A-9

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From M/s Urban Improvement Company (P) Ltd., vide Sale Deed dated 28.10.1964, duly registered as Document No. 7711, in addl. Book No. I, Volume No. 1219, on pages 26 to 28, on 1.12.1964, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS after purchase the aforesaid plot of land the aforesaid Smt. Durga Wati Kapoor, S/Shri Inderjeet Kapoor and Narinder Kumar Kapoor, constructed a three storeyed building, comprising of Ground Floor, First Floor and Second Floor, on the said plot of land, with their own funds and resources, after getting the building plan sanctioned from the M.C.D. vide their letter No. 1470 B/ 42/66 dated 29.7.1966.

AND WHEREAS the said Smt. Durgawati Kapoor, gifted her 1/6th undivided share of the aforesaid property along with 1/6th undivided share in the land underneath 655 sq. Yds., in favour of her son Shri Narinder Kumar Kapoor, vide Gift Deed dated 15.2.1968, duly registered as Document No. 1084, in Addl. Book No. 1, Volume No.

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1920, on pages 183 to 187, on 16.2.1968, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS the said Smt. Durgawati Kapoor, also gifted her remaining 1/6th undivided share of the aforesaid property along with 1/6th undivided share in the land underneath 655 Sq. Yds., in favour of her son Shri Inderjit Kapoor, vide Gift Deed dated 16.2.1968, duly registered as Document No. 1464, in Addl. Book No. I, Volume No. 1930, on pages 94 to 98, on 24.2.1968, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS in the manner aforesaid, S/Shri Inderit Kapoor and Narinder Kumar Kapoor, became the joint owners of the aforesaid property along with land underneath measuring 655 Sq. Yds.

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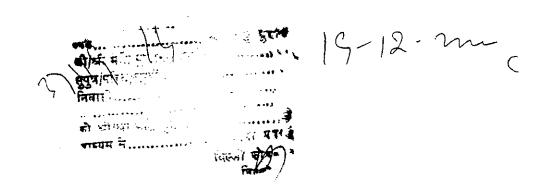
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AND WHEREAS S/Shri Inderjit Kapoor and Narinder Kumar Kapoor. Through their General Attorney Shri N.K. Vedi S/o Late Shri Inder Singh Vedi, sold the aforesaid property alongwith land underneath to the Vendor herein, vide Sale Deed dated 31.3.1987, duly registered as Document No. 5917, in Addl. Book No. I, Volume No. 5889, on pages 58 to 74, on 16.7.1987, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS after the purchase of the aforesaid property, the Vendor constructed the entire Third Floor on the terrace above Second Floor and Lift Room on terrace of Third Floor covering an area of 212 sq. m with its own funds and resources.

AND WHEREAS in the manner aforesaid the Vendor herein, became the sole, absolute and exclusive owner of the aforesaid property comprising of Ground Floor, First Floor, Second floor and Third Floor with terrace along with the freehold land underneath measuring 655 Sq. Yds. (548 Sq. Mtrs.), bearing No. A-8, situated at

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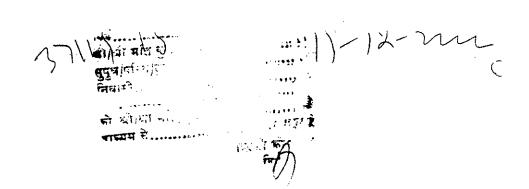
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Director

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Green Park (Main), New Delhi, which is the self acquired property of the Vendor and the Vendor has full right, absolute authority to sell, dispose off and transfer the same in whole or in parts and none else except the Vendor has any right, title or interest in the aforesaid property.

AND WHEREAS the VENDOR for its bonafide needs and requirements had agreed to sell, transfer, convey and assign to the vendees and the Vendees had agreed to purchase the Entire Third Floor and Entire Terrace thereupon and thereabove up to the limits of sky, of the aforesaid property, along with 20% undivided, indivisible and impartible ownership rights in the land underneath, measuring 655 Sq. Yds., bearing No. A-8, situated at Green Park (Main), New Delhi with all rights of easements, patent or latent, enjoyed and reputed to be enjoyed the same with all rights in fixtures and fittings, electricity, water, sanitary connections, trees, shrubs, lawns, compound, wall, Pathways and structure standing thereon, including lift and its appurtenances hereinafter referred to as "THE SAID

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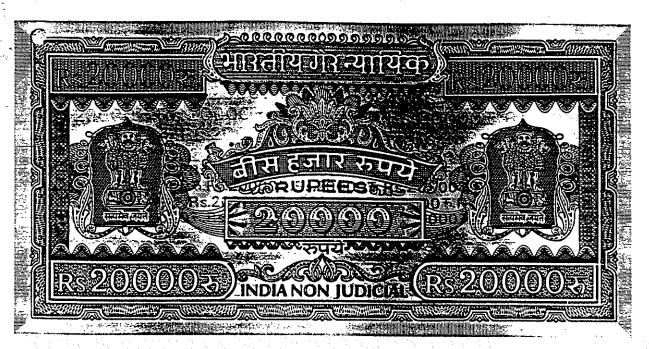
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PORTION OF THE SAID PROPERTY 'for a total consideration of Rs. 45,00,000/- (Rs. Forty Five Lacs Only).

AND WHEREAS the Vendor has obtained the Income Tax Clearance Certificate in Form No. 34-A, U/s 230A (1) of the Income Tax Act, 1961, for the sale of the said portion of the said property, in favour of the Vendees.

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NOW THIS SALE DEED WITNESSETH AS UNDER

That in consideration of the sum of Rs. 45,00,000/ (Rs. Forty Five Lacs only) which has been received by the Vendor from the Vendees, in the following manner:

Rs. 5,00,000/- Vide Cheque No. 774393, dated 07.7.2000, drawn on Punjab National Bank. Green Park, New Delhi :

Rs. 10.00,000/- Vide Cash Order No. 448089 dated 22.12.2000 of Punjab National Bank, Green Park, New Delhi

Rs. 15.00,000/- Vide Cash Order No. 448088 dated 22.12.2000 of Punjab National Bank, Green Park, New Delhi

Rs. 15.00,000/- Vide Cash Order No. 448093 dated 22.12.2000 of Punjab National Bank, Green Park, New Delhi

Rs. 45,00,000/- (Rupees Forty Five Lacs Only)

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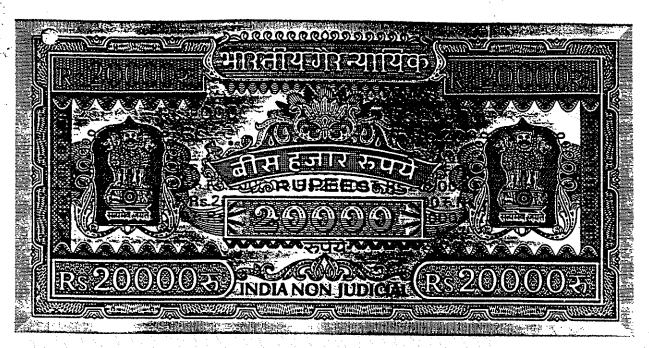
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The receipt of which the Vendor hereby admits and acknowledges, in full and final settlement, the Vendor doth hereby sell, convey, transfer and assign the said portion of the said property, (fully described above) along with 20% undivided, indivisible and impartible ownership rights in the freehold land underneath measuring 655 Sq. Yds., with all rights, title, interest, easements, privileges and appurtenances, with all fittings, fixtures, connections, structure standing thereon, free from all encumbrances, unto the Vendees, absolutely and forever.

That the actual physical vacant possession of the said portion of the said property has been delivered by the Vendor to the Vendees, on the spot.

Now the Vendor has been left with no right, title, interest, claim or concern of any nature with the said portion of the said property and the Vendees have become the absolute owners of the said portion of the said property, with full right to use and enjoy the same as

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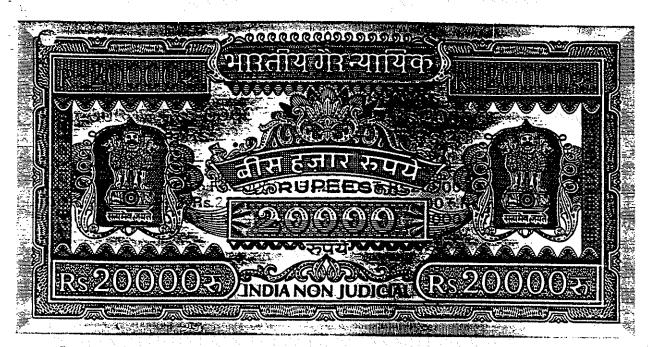
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absolute owners without any objection/hindrance by the Vendor or any other person claiming through or under the Vendor.

That the Vendor hereby assures the Vendees that the Vendor has neither done nor been party to any act whereby the Vendor's right and title to the said portion of the said property may in any way be impaired or whereby the Vendor may be prevented from transferring the said portion of the said property or any part thereof.

That the Vendor declares and represents that the said portion of the said property is not subject matter of any HUF and that no part of the said portion of the said property is owned by any minor and or no minor has any right, title, interest and claim or concern of any nature with the said portion of the said property and further none else other than the vendor has any right, title or interest of any kind whatsoever in the whole or any part of the said portion of the said property and further there is no impediment in the Vendor's right to execute this Sale Deed.

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That the Vendor hereby assures, represents and covenants with the Vendees as follows:

- (a) That the said portion of the said property is free from all encumbrances whatsoever or howsoever.
- b) That there is no order of attachment by the Income Tax Authorities or any other authorities under law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the said portion of the said property.
- That excepting the Vendor nobody else has any right, title, c) interest, claim or demand whatsoever or howsoever in respect of the said portion of the said property.

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- d) That there is no legal impediment or bar whereby the Vendor can be prevented from selling, transferring and vesting the absolute title in the said portion of the said property, in favour of the Vendees.
- e) That there is no subsisting agreement for sale, in respect of the said portion of the said property hereby sold to the vendees and the same has not been transferred in any manner whatsoever, in favour of any other person or persons.
- f) That the Vendor has a marketable title in respect of the said portion of the said property.

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g) That there is no notice of default or breach on the part of the Vendor or its predecessors in interest of any provisions of law in respect of the said portion of the said property.

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That the Vendor further assures the Vendees that the said portion of the said property is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, lien, court injunction, Will, Trust, Exchange, Lease, legal flaws, claims, demands, loan, surety, security, prior Agreement to Sell, stay order etc. etc. and if it is ever proved otherwise, or in case any legal defect in the ownership and title of the Vendor is found and the Vendees suffer any loss or damage, then the Vendor will be liable and responsible to make good the loss suffered by the Vendees and keep the Vendees indemnified, saved and harmless against all such losses, costs, damages and expenses accruing thereby to the Vendees, at the prevailing market value.

That the Vendees can get the said portion of the said property mutated in their own names in the records of M.C.D. and other

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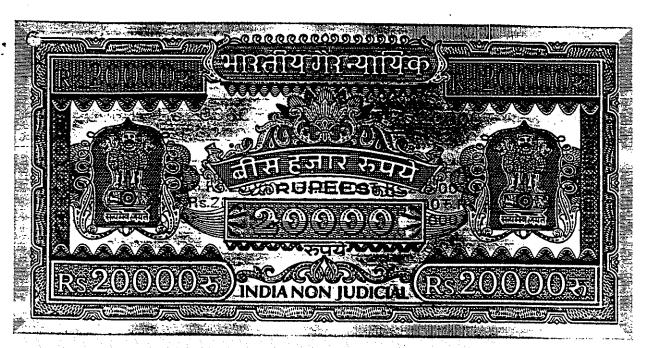
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concerned authorities on the basis of this sale deed or its certified true copy.

That the house tax, property tax, water and electricity charges and other dues and demands of whatsoever nature, payable in respect of the said portion of the said property shall be paid and borne by the Vendor upto the date of the registration of this Sale Deed and thereafter the Vendees will be responsible for the payment of the same.

That the owner/occupants of the said building shall have full right of access through staircase etc. to the top terrace at all reasonable times to get the overhead tank repaired/cleaned etc. and to install T.V. That similar condition shall apply to the underground water tank and booster pump etc.

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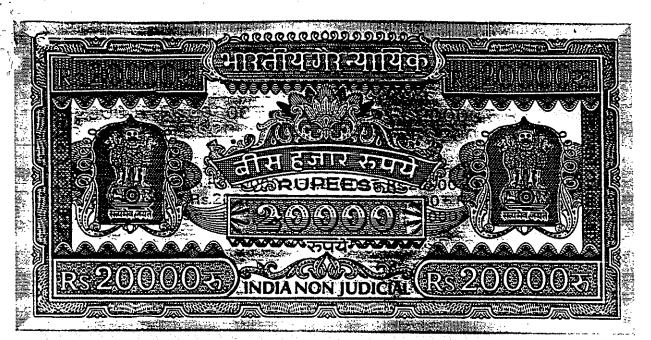
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That the Vendees shall have, as a matter of right, right to use all entrances, passages, staircases, and other common facilities as are available in the said building.

That the Photostat attested True Copies of all relevant documents in respect of the said property have been handed over by the Vendor to the Vendees.

That all the expenses of this Sale Deed viz. stamp duty, registration charges etc. have been borne and paid by the Vendees.

That this transaction has taken place at New Delhi and as such Delhi courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this deed.

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IN WITNESS WHEREOF the Vendor has signed this Sale Deed at New Delhi on the date first mentioned above in the presence of the following witnesses:

WITNESSES

For and on behalf of M/s Bhagat Medical and Research Institute Pvt. Ltd. (Vendor)

1. Sonia Singh (Sonia Singh) W/o Sanjay BHARDWAJ

D-229 SARVODAYA

ENCLAVE NEW DELHI

P.P.No- Z-7571/80,27/2/2006

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Dr. Satpal Singh, Director

Marinder ker Mrs. Narinder Kaur, Director

Vendees

Mr. Kiran Kumar Kapila

Peanam Kamla

Mrs. Poonam Kapila

Mr. Prashant Kapila