

प्रलेख न:2122		दिनांक:24-05-2019	
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दिनाक 24-05-2019 Shishir Jha	$\mathbf{\mathcal{O}}$	उप/सयुंक्त पंजीपन अधिकारी (बादशाहपुर)	
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		ाने मेरे समक्ष केता को अदा की तथा प्रलेख में वर्णित अग्रिम	
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साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप			
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दिनाक 24-05-2019		उप/सयुंक्त पंजीयने अधिकारी(बादशाहपुर)	

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SALE DEED

This Sale Deed is executed at Gurgaon on this 24th day of May 2019 by Mr. Shishir Jha (Pan No. AAIPJ6945M) son of late Sh. Nagesh Jha R/o Flat # 503, 5th Floor, Tower-19, The Close-South, Nirvana Country, Gurgaon (Haryana) Currently Residing AT: Flat # 3801, Escape Tower, Business Bay Sheikh Zayed Road, Dubai (UAE) hereinafter called 'THE VENDOR' (which expression shall mean and include his successors, legal representatives, administrators, executors, nominees and assigns).

IN FAVOUR OF

M/s Gawar Construction Limited, having its Registered Office : DSS-378, Sector 16-17, Hisar-125005 (Haryana) and Corporate Office : SF-01, JMD Galleria, Sector-48, Sohna Road, Gurgaon-122001, (Haryana) through its Authorized Signatory Mr. Sahil Kathuria S/o Sh. Amar Nath Kathuria vide Board Resolution Dated 18th March 2019 hereinafter called 'THE VENDEE' (which expression shall mean and include their legal heirs, successors, legal representatives, administrators, executors, nominees and assigns).

WHEREAS the Vendor is the owner of freehold plot of land bearing Plot Number 05 on Spring Street, admeasuring about 838.25 Sq. Mtrss. (1002.547 Sq. Yards.) situated in the residential colony known as MALIBU TOWNE, in and around Village Tikri, Jharsa & Fatehpur, Tehsil & Dist. Gurgaon, Haryana (hereinafter referred to as 'THE SAID PLOT OF LAND') and bounded as under:

EAST		Others Land
WEST	• :	Cul-de-sac (Road)
NORTH	:	Plot No.SS-04
SOUTH	:	Plot No.SS-06

The aforesaid property was purchased by Mr. Shishir Jha son of Late Sh. Nagesh Jha vide Conveyance Deed Vasika No. 15134 Dated 03/02/2004 registered in the office of the Sub-Registrar, Gurgaon.

AND WHEREAS in the manner aforesaid, the Vendor herein became the sole and absolute owner and in possession of the said plot of land, which is the exclusive property of the Vendor and the Vendor has full right, absolute authority to sell and transfer the same in whole or in parts and none else except the Vendor has any right, title, interest, claim or concern of any nature with the said plot of land.



Reg. No. Reg. Year Book No.

2122 2019-2020 1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी For Gawar Construction Limited विक्रेता :- Shishir Jha क्रेता :- thru Sahil KathuriaOTHERMs Gawar Construction Ltd Authorised Signatory गवाह 1 :- Manoj kumar bhatnagar THE SEP गवाह 2 :- Rambilas प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2122 आज दिनांक 24-05-2019 को बही न 1 जिल्द न 32 के पृष्ठ न 46.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न 635 के पृष्ठ संख्या 92 से 94 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

दिनांक 24-05-2019

AND WHEREAS the Vendor hereby further assures, represents and covenants with the Vendee as follows:-

- a) That the said plot of land 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 neither any other authority nor any notice of acquisition or requisition has been received in respect of the said plot of land.
- c) That excepting the Vendor nobody else has any right, title, interest, claim or demand whatsoever or howsoever in respect of the said plot of land.
- d) That there is no legal impediment or bar whereby the Vendor can be prevented from selling, transferring or entering into any contract with any person or persons.
- e) That there is no subsisting agreement for sale, in respect of the said plot of land 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 plot of land.
- g) That there is no notice of default or breach on the part of the Vendor or his predecessors in interest of any provisions of law in respect of the said plot of land.
- h) That the Vendor is in exclusive possession of the said plot of land and no other person or party has any right, title or interest therein.
- i) That there are no reservations affecting the said plot of land and the said plot of land falls within the residential zone and there are no impediments in carrying out construction thereon.
- j) The said plot of land in not subject matter of any HUF.
- k) No minor interest is involved in the said plot.

On the basis, inter-alia of the aforesaid representations and assurances, the Vendee has agreed to purchase the said plot of land from the Vendor, in terms hereunder.

AND WHEREAS the Vendor for their bonafide needs and requirements has agreed to sell to the Vendee and the Vendee has agreed to purchase the said plot of land i.e. Entire Freehold





plot of land bearing Plot Number 05 on Spring Street, admeasuring about 838.25 Sq. Mtrs. situated in the residential colony known as MALIBU TOWNE, in and around Village Tikri, Jharsa & Fatehpur, Tehsil & Dist. Gurgaon, Haryana, with all rights, title, interests, easements, privileges and appurtenances attached thereto, with all rights of ownership and possession, for a sum of Rs. 5,02,00,000/- (Rupees Five Crore Two Lacs Only)

NOW THIS SALE DEED WITNESSETH AS UNDER;

That in consideration of the sum of Rs. 5,02,00,000/- (Rupees Five Crore Two Lacs Only) which has been received by the Vendor from the Vendee, in the following manner,

Amount Rs.	UTR/DD . No.	Dated	Drawn on	In Favour
50,00,000/-	HDFCR52019041273628296	12-04-2019	HDFC Bank Ltd, Gurgaon	Mr. Shishir Kumar Jha
90,05,880/-	TDS to IT Deptt. vide BSR Code 0302275 Challan No.00589	23-05-2019	Punjab National Bank	Mr. Shishir Jha
3,61,94,120/-	217983	23-05-2019	Standard Chartered Bank	Mr. Shishir Kumar Jha

The receipt of which the Vendor hereby admits and acknowledges in full and final settlement, the Vendor doth hereby sell, convey, transfer, assign, assure, grant by way of absolute sale the said plot of land (fully described above), with all rights of ownership, possession, privileges, easements and appurtenances, free from all encumbrances, unto the Vendee TO HAVE AND TO HOLD the said plot of land hereby conveyed to the Vendee absolutely and forever.



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That the actual physical vacant possession of the said plot of land has been delivered by the Vendor to the Vendee, on the spot, at the time of execution of this Sale Deed.

Now the Vendor has been left with no right, title, interest, claim or concern of any nature with the said plot of land and the Vendee has become the absolute owner of the said plot of land, with full right to use, enjoy, sell and transfer the same as absolute owner without any objection /hindrances by the Vendor or any other person claiming through the Vendor.

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

That the Vendor further assures the Vendee that the said plot of land 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, loan, surety, security, stay order, legal flaws, claims, prior Agreement to Sell etc. and if it is ever proved otherwise, or if the whole or any portion of the said plot of land hereby conveyed to the Vendee are ever taken away or goes out from the possession of the Vendee on account of any legal defect in the ownership and title of the Vendor, 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.

That the Vendor hereby further covenants with the Vendee that in case the said plot of land hereby sold or any part thereof, is lost from the Vendee on account of any legal defects in the Vendor's right and title or the possession or quiet enjoyment of the said plot of land by the Vendee in any way is disturbed on account of some act or omission of the Vendor or if any one else claims any right, title and interest paramount to the Vendor, then the Vendor shall be liable and responsible for all the losses, damages, costs and expenses sustained by the Vendee.





That the Vendee can get the said plot of land mutated in their own name in the records of Municipal Authority, M/s Malibu Estate Private Limited and other concerned authorities on the basis of this sale deed or its certified true copy.

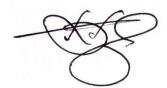
That the Vendor hereby agrees to sign and execute any required document for more confirming the ownership title of the Vendee and for transfer of ownership title in the records of the concerned authorities at all future times.

That the Vendor has already paid to the Government of Haryana, Department of Town & Country Planning, External Development Charges, Enhanced External Development Charges, Contingency Deposit, Security, Non Construction Charges and Maintenance Charges, etc. payable as demanded upto date of this deed and if there is any demand pending that will also be paid by the Vendor, but if there is any kind of additional demand raised by the Government of Haryana for the period after the date of execution of this Sale Deed that will be paid by the Vendee.

That the sale consideration includes the amount of External Development Charges, Enhanced External Development Charges, Contingency Deposit, Non Construction Charges Security and Maintenance Charges etc. which have already been paid by the Vendor to the concerned authority/ agency.

That all the Municipal/ local taxes and other dues and demands if any payable in respect of the said plot of land for the period prior to the date of this deed shall be paid by the Vendor and for the period thereafter the Vendee will be responsible for the payment of the same.

That the Vendor shall from time to time and at all times hereafter at the cost and request of the Vendee do and execute or cause to be done or executed all such further or other lawful acts, deeds and things and assurances in law for further better or more perfectly assuring in law whatsoever and for further better assuring, transferring, granting, assigning and conveying the said plot of land unto and to the use of the Vendee.





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That all relevant documents in original in respect of the said plot of land have been handed over by the Vendor to the Vendee.

That all the expenses of this Sale Deed viz. Stamp Duty, Registration Charges etc. have been borne and paid by the Vendee.

IN WITNESS WHEREOF, the Vendor and the Vendee has signed this Sale Deed at Gurgaon on the date first mentioned above in the presence of the following witnesses:

ADVOCATE

WITNESSES:

1.

MANOJ KUMAR BHANAGAR

MANOJ KUMAR BHATNAGAR ADVOCATE DISTT. COURT, GURUGRAM

VENDOR :

Mr. Shishir Jha S o Lat Sh Nagesh Jha

RAMBILAS 80.Sh. Mangekam N-283-B, Mayfild Crasden, Gusguon (HR.)

VENDEE : For and On behalf of M/s Gawar Construction Limited

For Gawar Construction Limited

Signatory Authorised

Through its Authorized Signatory Mr. Sahil Kathuria



