



Indian-Non Judicial Stamp Haryana Government



Date : 11/12/2020

Certificate No. WBK2020L37
GRN No. 70181399



267

Stamp Duty Paid : ₹ 188800
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

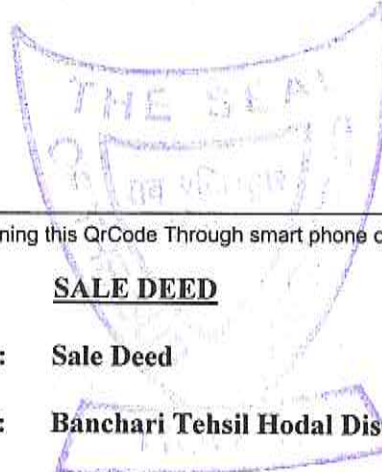
Name: Sunita Mittal
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 93*****13



Buyer / Second Party Detail

Name : Jbm electric vehicles private
H.No/Floor : X Sector/Ward : X LandMark : Hemkunt chamber
City/Village : Nehru place District : Delhi State : Delhi
Phone : 85*****56

Purpose : Sale Deed



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

SALE DEED

NATURE OF DOCUMENT : Sale Deed
VILLAGE/CITY NAME : Banchari Tehsil Hodal District Palwal(HR)
UNITS LAND : 2 Kanal 9.5 Marla
TOTAL SALE CONSIDERATION : INR 37,75,308/-
STAMP DUTY : INR 1,88,800/-
STAMP CERTIFICATE NO. /DATE : WBK2020L37 Dated 11.12.2020
GRN NO. : 70181399
Registration Fee : INR 20,003/- GRN No 70181605 Dated 11.12.2020

THIS SALE DEED is executed at HODAL on this 14th December 2020 ("Execution Date") (hereinafter referred to as the "Sale Deed"),

BY AND BETWEEN

SMT. SUNITA MITTAL (AADHAR NO 7529 2698 6759 PAN NO AFKPM0370E) WIFE OF **SH. VINOD MITTAL** SON OF **SH. MANPHOOL SINGH MITTAL** RESIDING AT **HOUSE NO- D 1502, THE PALM SPRING, PH 2, SEC. 54, GURUGRAM.** (which expression shall, unless

प्रलेख नं:2677

दिनांक:14-12-2020

डीड संबंधी विवरण	
डीड का नाम SALE URBAN AREA OUTSIDE MC	
तहसील/सब-तहसील होडल	गांव/शहर बन्चारी
स्थित बन्चारी	
शहरी - म्युनिसिपल क्षेत्र सीमा के बाहर	अन्य क्षेत्र
पता : बन्चारी	
भवन का विवरण	
भूमि का विवरण	
कृषि चाही	2 Kanal 9 Marla
खेवट नम्बर :- 1069	
धन संबंधी विवरण	
राशि 3775308 रुपये	कुल स्टाम्प ड्यूटी की राशि 188765 रुपये
स्टाम्प नं : wbk2020I37	स्टाम्प की राशि 188800 रुपये
रजिस्ट्रेशन फीस की राशि 20000 रुपये	EChallan:70181605
	पेस्टिंग शुल्क 3 रुपये
Drafted By: हरीश शर्मा वकील	Service Charge:200

यह प्रलेख आज दिनांक 14-12-2020 दिन सोमवार समय 3:55:00 PM बजे श्री/श्रीमती/कुमारी श्रीमती सुनीता मित्तल पत्नी विनोद मित्तल निवास गुरुग्राम द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (होडल)

हस्ताक्षर प्रस्तुतकर्ता
श्रीमती सुनीता मित्तल

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 14-12-2020
श्रीमती सुनीता मित्तल

उप/संयुक्त पंजीयन अधिकारी (होडल)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी JBM ELECTRIC VEHICLES PVT.LTD. thru बृजमोहन विजय OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अंशिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी सोनीराम लम्बरदार पिता --- निवासी भुलवाना व श्री/श्रीमती/कुमारी विनय कुमार पिता अवधेश निवासी अमेठी ने की। साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 14-12-2020

उप/संयुक्त पंजीयन अधिकारी (होडल)

repugnant to the context of meaning thereof, be deemed to mean and include her successors, legal heirs and permitted assigns);

hereinafter referred to as the "Seller".

AND

JBM ELECTRIC VEHICLES PRIVATE LIMITED, a company registered under the Companies Act, 2013 and having CIN: **U34100DL2020PTC363195** and PAN: **AAECJ8030E** with its registered office at **601, Hemkunt Chamber, 89, Nehru Place, New Delhi-110019**, hereinafter referred to as the "Buyer" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized representative **MR. BRIJMOHAN VIJAY S/O SH. DEVI PRASAD (AADHAR NO. 2203 8405 4095) R/O H.NO. 1143 SECTOR 55 FARIDABAD**, duly authorized by letter of Authority No. **JBMEV/SEC/AL/001** dated **03.10.2020**, a copy of which is attached hereto as **Annexure A**.

The Seller and the Buyer are hereinafter collectively referred to as 'Parties' and individually referred to as a 'Party'.

WHEREAS:

- (A) The Seller is the absolute and lawful owners, to the extent of their respective shares as detailed in **Schedule I** attached to this Sale Deed, having all rights, title, interest and are seized of and in lawful, physical, unencumbered, unfettered and undivided possession of the freehold land parcels total admeasuring **2 Kanal 9.5 Marla** or approximately **0.309375 Acres** situated in **Revenue Estate of Village Banchari, Tehsil- Hodal, District -Palwal 99/320 Share in Khewat/Khata No. 1069/1148 Rect. No. 61 Killa No. 25(8-0) Area 8 Kanal which Comes to 2 Kanal 9.5 Marla** the description and layout of which is more particularly represented and described in **Schedule I (Description and Layout of Scheduled Land)** attached to this Sale Deed, which is hereinafter referred to as the "Scheduled Land".
- (B) The Scheduled Land has been acquired by the Seller by way of **mutation No. 12400**.
- (C) The Seller have, for good and adequate consideration, agreed to convey, sell, transfer and assign the Scheduled Land free of any and all encumbrances to the Buyer, together with all the liberties, easements, privileges, rights, title, interests and claims therein, advantages and appurtenances attached there with and the Buyer has, up on the representations and warranties of the Seller, agreed to purchase the Scheduled Land, free of any and all encumbrances with all liberties, easements, privileges, rights, title, interests and claims therein, advantages and appurtenances attached therewith and along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Scheduled Land, for the Sale Consideration.

NOW, THEREFORE, in consideration of the representations, mutual covenants, terms and conditions and understandings set forth in this Sale Deed and good and valuable consideration (the receipt and adequacy of which is hereby mutually acknowledged), the Parties hereby agree as follows:

1. CONVEYANCE

- 1.1 In consideration of the Buyer paying the Sale Consideration (*as hereinafter defined*) to the Seller in accordance with Clause 2 below, the Seller hereby irrevocably, absolutely and forevergrant, convey, transfer, sell and assign the absolute and complete ownership in the Scheduled Land to and in favour of the Buyer, free of any and all encumbrances together with all liberties, easements, privileges, rights, title, interests and claims therein, advantages and appurtenances attached there with, along with uninterrupted, unencumbered, exclusive and unfettered rights of possession in the Scheduled Land.



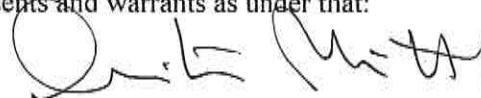
- 1.2 The Seller hereby acknowledge the receipt and adequacy of Sale Consideration paid by the Buyer to it, in the manner set out in Clause 2 of this Sale Deed, in respect of the Scheduled Land, and the Seller hereby confirm and declare that they have no residual rights in relation to the Scheduled Land surviving in their favour and the entire right, title and interest of the Seller in the Scheduled Land, stands fully extinguished and transferred to the Buyer. Any rights, benefits or entitlements accruing to the Scheduled Land after the Execution Date, shall be construed as the sole right and property of the Buyer to the complete exclusion of the Seller.
- 1.3 On and from the Execution Date hereof, it shall be lawful for the Buyer, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Scheduled Property and to derive economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, to and for its own use and benefit without any suit or lawful eviction, interruption, claim or demand whatsoever from or by the Seller or by any other person.
- 1.4 The Buyer shall have the right and be entitled to get the Scheduled Land mutated in its favor with the competent authorities and the Seller agree to provide all necessary cooperation and assistance and to do all such acts and execute all such documentation in favor of the Buyer as may be necessary for this purpose.
- 1.5 Simultaneous with the execution of this Sale Deed, the actual peaceful, vacant, physical, unencumbered, unhindered, unfettered and undivided possession of the Scheduled Land has been handed over by the Seller to the Buyer and upon execution of this Sale Deed, the Buyer, shall have unfettered right of access to the Scheduled Land and ingress and egress rights, without any hindrance of any kind from the Seller or any other person.
- 1.6 The Seller covenant that the Buyer shall, pursuant to and in accordance with the terms of this Sale Deed, have the right to enjoy and possess the Scheduled Land as its sole and absolute owner to the complete exclusion of the Seller and any and every other person without any interruption, hindrance or let, of any kind whatsoever.

2. SALE CONSIDERATION

- 2.1 The total sale consideration agreed upon by and between the Parties hereto in respect of the sale of the Scheduled Land is INR. 37,75,308/- (Indian Rupees **Thirty Seven Lakh Seventy Five Thousand Three Hundred Eight Only**) ("**Sale Consideration**"), which has been paid by Buyer to the Seller as detailed in **Schedule II (Payment Details)**.
- 2.2 The Seller hereby acknowledge and confirm the receipt of the Sale Consideration from the Buyer, in proportion of the land owned by them in the Scheduled Land.
- 2.3 **In case cheques or any of the cheques as payment to Seller from buyer are mentioned in this document get bounced i.e. dishonored, in this event this sale deed will be treated void and invalid without any further notice or communication**
- 2.4 Each of the Seller hereby acknowledge that they have received the entire consideration that is payable by the Buyer and no amount or consideration of any nature whatsoever remains pending to be payable by the Buyer to the Seller in consideration of the purchase of the Scheduled Land.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 3.1 Each Party hereto represents and warrants as under that:



- (a) it has full power and authority to execute, deliver and perform this Sale Deed and to carry out and consummate the transactions contemplated herein;
- (b) it has taken all necessary actions and obtained all necessary approvals required by it for the execution, delivery and performance of this Sale Deed;
- (c) this Sale Deed constitutes a legal, valid and binding obligation, enforceable against the Parties in accordance with its terms; and
- (d) the execution, delivery and performance of this Sale Deed and all instruments or agreements required hereunder does not contravene, violate or constitute a default of any applicable law, any agreement or instrument to which it is a party or by which it is or may be bound.

3.2 The Seller hereby, jointly and severally, represent, warrant and covenant to the Buyer that:

- (a) the Seller are the absolute owners of, and have a clear and marketable title to the Scheduled Land, with unencumbered, unrestricted and uninhibited right of alienation over the Scheduled Land and there is no impediment on the Seller to convey the Scheduled Land to the Buyer;
- (b) all the prior title deeds in relation to the Scheduled Land including but not limited to sale deeds / exchange deeds in relation to the Scheduled Land through which the Seller acquired the title to the Scheduled Land have been duly executed, stamped and registered and are legal, valid and subsisting. The consideration that was payable to the respective erstwhile Seller by the Seller under the title deeds has been duly paid by the Seller and received by the respective erstwhile Seller and all the sale deeds are binding on the respective erstwhile Seller. All the title deeds including sale deeds and exchange deeds or any other instrument which transfers the title of the Scheduled Land to the Seller, is in possession and custody of the Seller;
- (c) the Seller are not restricted by any judgment, injunction, order, decree or award, from the execution, delivery and performance of this Sale Deed;
- (d) the Scheduled Land is accurately and properly mutated in the name of the Seller in the relevant revenue records and there is no part of the Scheduled Land for which the mutation is pending or under objection;
- (e) the Seller are in the actual unfettered physical vacant possession of the Scheduled Land and the same is duly bound and demarcated and there is no encroachment or threatened encroachment on the Scheduled Land by any third party whatsoever;
- (f) the Seller have not received any notice or other written communication from any person (including any governmental authority having jurisdiction) in relation to the Scheduled Land including the irright, title or interest over the Scheduled Land or threatening a suspension, revocation, modification or cancellation of any consent required or appropriate to use or occupy the Scheduled Land;
- (g) the Scheduled Land is not subject to any order, notification, award, proceedings, etc. under applicable land acquisition legislations and the Seller have not received any notice or intimation in relation to any acquisition proceedings;
- (h) all dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any governmental authority, local authority and/or any civic



authorities/agencies or industrial associations in respect of the Scheduled Land till the Execution Date, have been duly paid and deposited by the Seller;

- (i) the Scheduled Land benefits from all permanent and legally enforceable easements and other contractual rights (if any) necessary or appropriate for the continued use, enjoyment and maintenance of the Scheduled Land by the Seller and all such easements and rights are on reasonable terms which (without limitation) do not entitle any person to terminate, restrict or curtail them or impose any unusual or onerous conditions;
- (j) there are no encroachments, trespassers, tenants, occupants nor have any rights been created in favour of any third parties, including a right of way or any easement right, with respect to the Scheduled Land or any part thereof;
- (k) the Seller are not in default of any approval which was granted to the Seller and no notice of any such default has been received by any of the Seller from any governmental authority;
- (l) there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority, preventing or restricting the undertaking of any development on the Scheduled Land or any part thereof;
- (m) neither the Scheduled Land nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones or any notified area/zone which prevents, prohibits or restricts the development/construction on the Scheduled Land, in any manner and no notice has been received from any governmental authority in this regard;
- (n) neither the Scheduled Land nor any part thereof is reserved for any public use or purpose and / or included in any public scheme of any governmental authority or any other public body;
- (o) the Scheduled Land is vacant and contiguous;
- (p) the Scheduled Land nor any part thereof forms part of any road / rasta (including any panchayat road / rasta / private rasta) or has any road / rasta (including any panchayat road / rasta / private rasta) passing through it or affecting the contiguity of the Scheduled Land in any manner;
- (q) no person has been granted or allowed, either by way of an agreement or court order or in any manner, or has on account of any reason whatsoever any easement right or right of way, in and passing through the Scheduled Land or any part thereof;
- (r) the Scheduled Land nor any part thereof forms part of or has any grave, temple, architectural monument, nallah, high tension wire or gas / oil pipeline passing through it, nor is it or ever has been utilised for any religious purpose;
- (s) the Seller are not nor have been in breach or in violation of any land ceiling legislations, as applicable in the State of Haryana, under applicable law, in relation to the Scheduled Land;
- (t) there is no covenant, restriction, burden or stipulation affecting the Scheduled Land which conflicts with its present use or affects its value;



- (u) the Seller have neither entered into any agreement to sell or any other agreement for selling, transferring, disposing off or creating any right either in the whole or in any part of the Scheduled Land with any third party/ies nor the Seller accepted any advance/part consideration in respect of the Scheduled Land from any third party.
 - (v) there is no pending contract executed by the Seller or the prior Seller or no action or threatened action, which affects or is likely to affect the title, interest or right of the Seller in or to the Scheduled Land;
 - (w) the Scheduled Land, is free and clear from any registered and/or unregistered encumbrances, charges and liens whatsoever;
 - (x) there are no proceedings pending or initiated or that could be initiated against the Seller under the Income Tax Act, 1961 and/or any rules made there under in respect of the Scheduled Land or any part thereof. Further, there are no proceedings pending or initiated or that could be initiated against the Seller under the Income Tax Act, 1961 that may in any manner hinder or restrict the ability of the Seller to sell the Scheduled Land or which in the future could result in any claim by the income tax authorities in relation to the land or repudiation of the sale; and
 - (y) there are no legal, quasi legal, administrative or any other proceedings, claims, actions, governmental investigations, litigations, arbitrations, mediations, conciliations or garnishee pending in respect of Scheduled Land and no action, suit, claim, investigation, complaint or proceedings of any nature whatsoever is pending or threatened against and/or by the Seller relating to Scheduled Land before any court, commission, tribunal, arbitrator or government authority or any other judicial forum.
- 3.3 Each of the representations and warranties set out in this clause are true, correct, accurate and not misleading as on the Execution Date.
- 3.4 The representations and warranties of the Seller as mentioned herein are absolute and shall in no manner be treated as qualified by any actual or constructive knowledge or investigation on the part of the Buyer or any of its agents, representatives, officers, employees or advisors.
- 3.5 Each representation and warranty made by the Seller shall be construed as a separate and independent warranty and shall not be limited, restricted or modified by reference to or inference from the terms of any other representation or warranty.

4. DELIVERY OF ORIGINAL DOCUMENTS

Simultaneous with the execution of this Sale Deed, the Seller have, handed over and delivered to the Buyer, all the original title documents in relation to the Scheduled Land. The Seller affirm that, there are no other documents in original existing other than the documents handed over to the Buyer. In the event, the Seller become aware of any other document pertaining to the Scheduled Land which has not been handed over to the Buyer, the Seller shall immediately hand over the same to the Buyer.

5. CHARGES AND DUES

- 5.1 All dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any government, local authority and/ or any civic authorities/ agencies or industrial associations in respect of the Scheduled Land up to the Execution Date shall be paid and borne exclusively by the Seller and from the Execution Date, shall be the responsibility and liability of the Buyer.



- 5.2 In the event any notice, claim, direction is received by the Buyer in relation to any dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any government, local authority and/ or any civic authorities/ agencies or industrial associations in respect of the Scheduled Land, after the Execution Date which pertains to a period prior to the Execution Date, then the Seller shall be liable to pay all such dues and charges to the relevant authority, within the time period as stipulated in such notice, along with any penalty and charges relating thereto.

6. INDEMNITY

- 6.1 In the event that any of the representations and warranties made by the Seller is/are found to be untrue or incorrect or is/are only partially true or there is any default/breach of any of the covenants or undertaking made by the Seller or there is any defect in the title of the Seller to the Scheduled Land hereby conveyed to the Buyer or any encumbrance of whatsoever nature is found on the Scheduled Land, then the Seller shall, jointly and severally, indemnify and hold harmless the Buyer and keep the Buyer indemnified from and against all losses, damages, third party claims, costs (including all legal costs), penalties, charges, fines, expenses etc. as may be incurred or sustained by the Buyer on this account and shall also forthwith make good all losses and damages suffered by the Buyer.
- 6.2 The Seller shall be jointly and severally be liable to indemnify the Buyer in terms of this Clause 6 and the Buyer shall have the right to claim the entire indemnity, at its sole discretion, either from one of the Seller to the exclusion of the others or from some of the Seller or from all of them.
- 6.3 The indemnification rights of the Buyer under this Sale Deed are independent of, and in addition to, such other rights and remedies as the Buyer may have at law or in equity or otherwise, including the right to seek specific performance, rescission, damages, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 6.4 The liability of the Seller for any and all indemnity claims made against the Seller by the Buyer shall not exceed the Sale Consideration.

7. JURISDICTION

This Sale Deed shall be subject to laws of India and relevant courts in Haryana shall have exclusive jurisdiction thereon.

8. STAMP DUTY, REGISTRATION FEES AND COSTS

This Sale Deed shall be executed and registered in accordance with the laws as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee including any other charges related thereto, along with any other cess or surcharge payable thereon, shall be borne by the Buyer. The Parties shall bear their own legal costs and tax liability.

9. ENTIRE UNDERSTANDING

This Sale Deed, along with all the schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings and correspondence, if any, of the Parties relating to the subject matter and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

10. NOTICES

Any Notice served shall be deemed to have been duly given, when sent to the address mentioned below: (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when

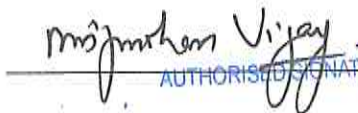
[Execution Page Follows]

IN WITNESS WHEREOF both the Parties have signed this Sale Deed at the place, day, month and year first above written in the presence of the following witnesses:

Signed and delivered:


Smt. Sunita Mittal

For JBM ELECTRIC VEHICLES PRIVATE LIMITED


AUTHORISED SIGNATORY

For JBM ELECTRIC VEHICLES PRIVATE LIMITED
BRIJMOHAN VIJAY
Authorised Signatory



In the presence of:

Witness 1:


21/01/2020

Name:

Address:

Witness 2:



Name:

Address:

DRAFTED BY

VARISH SHARMA
Advocate

Reg. No.

Reg. Year

Book No.

2677

2020-2021

1



विक्रेता



क्रेता



गवाह



[Signature]

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- श्रीमती सुनीता मित्तल

क्रेता :- thru बृजमोहन विजय OTHERJBM ELECTRIC VEHICLES
PVT.LTD.

गवाह 1 :- सीनाराम लम्बरदार

गवाह 2 :- विनय कुमार

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2677 आज दिनांक 14-12-2020 को बही नं 1 जिल्द नं 4 के पृष्ठ नं 70.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 66 के पृष्ठ संख्या 13 से 15 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 14-12-2020

उप/संयुक्त पंजीयन अधिकारी(होडल)

SCHEDULE I
Description and Layout of Scheduled Land

Khewat / Khatauni No.	Rect. No.	Killa No.	Land Area		Share	Sale Area		Name of the Sellers
			Kanal	Marla		Kanal	Marla	
1069/1148	61	25	8	0	99/320	2	9.5	Sunita Mittal
TOTAL AREA						2	9.5	

Sunita Mittal



SCHEDULE II

Payment Details

Name of the Seller	Proportionate Sale Consideration (in INR)	Details of Demand Draft/ Cheque/RTGS	Details of Bank
Sunita Mittal	37,75,308/-	HDFCR52020121062572974	HDFC Bank

Sunita Mittal



