

22043

SC-2

Sr. No. 1828 Dated 17-1-06 04/05

Certified Under Section 42 of the Indian Stamp Act, 1889,

that Stamp Duty of the amount of Rs. 1,03,38,750/-

(Rupees One crore three lacs thirty eight thousand Seven hundred

fifty only has been levied on this document and paid by M/s. Juhi Promoters Pvt Ltd. Gurgaon

through Ashu vide treasury challan No. 12

Dated 17-1-06 for Sale Deed Rs. 17,23,12,500/- in favour

of Gurgaon / Gurgaon / 226

805-771

AUDITED
Stamp Auditor
Gurgaon-ITREASURY OFFICER
CUM-COLLECTOR
GURGAON
17/1/06

- | | | | |
|----|--------------------------------|---|---|
| 1. | Type of Deed | : | Sale Deed |
| 2. | Village / City Name & Code | : | Nangli Umarpur, Tehsil & District, Gurgaon, Haryana |
| 3. | Segment / Block Name & Code | : | Gurgaon (Haryana) |
| 4. | Unit Land (Sq. Yrds. / Mtrs.) | : | 137 Kanal & 17 Marla |
| 5. | Type of Property | : | Agricultural |
| 6. | Transaction Value | : | Rs. 17,23,12,500/-
(Rupees Seventeen Crore Twenty Three Lac Twelve Thousand Five hundred only) |
| 7. | Stamp Duty | : | Rs. 1,03,38,750/-
(Rupees One Crore Three Lac Thirty Eight Thousand Seven Hundred Fifty only) |
| 8. | Stamp No. & Date | : | 1828 dated 17-1-2006 |

प्रलेख न: 22044

दिनांक 17/01/2006

<u>डीड संबंधी विवरण</u>		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील गुडगांवा	गांव/शहर नंगली उमरपुर	स्थित नंगली उमरपुर
भवन का विवरण		
भूमि का विवरण		
चाही	17 Acre 1 Kanal 17 Marla	
धन संबंधी विवरण		
राशि 172,312,500.00 रुपये	स्टाम्प ड्यूटी की राशि 10,338,750.00	
रजिस्ट्रेशन फीस की राशि 500.00 रुपये	चैस्टरिंग शुल्क 2.00 रुपये	

Drafted By: D.S.Schrawat Adv.

यह प्रलेख आज दिनांक 17/01/2006 दिन मंगलवार समय बजे श्री/श्रीमती/बुमारी T.A.properties
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी M-116 S/F Connaught Place New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री T.A.properties Pvt.Ltd.(Etc.) thru Thru:- Arun Kaushik(OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

उपरोक्त विक्रेता श्री/श्रीमती/कुमारी Thru: Ramesh Kumar क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी D.S.Schrawat पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv.GGn व श्री/श्रीमती/कुमारी Tika Ram पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Numberdar Wazirabad GGn ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 17/01/2006



उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

This Sale Deed is executed at Gurgaon, on this 17th day of January, 2006 by :-

- (1) **T. A. Properties Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office situated at M-116, IInd Floor, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. Arun Kaushik S/o Shri M. R. Kaushik R/o WZ-1280, Nangal Rai, New Delhi-110046 (hereinafter called the 'Vendor') of the FIRST PART;
- (2) **A. T. Buildcon Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office situated at N-49, Ist Floor, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. Arun Kaushik S/o Shri M. R. Kaushik R/o WZ-1280, Nangal Rai, New Delhi-110046 (hereinafter called the 'Vendor') of the SECOND PART;
- (3) **Tarun Aggarwal Projects Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office situated at N-49, Ist Floor, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. Arun Kaushik S/o Shri M. R. Kaushik R/o WZ-1280, Nangal Rai, New Delhi-110046 (hereinafter called the 'Vendor') of the THIRD PART;
- (4) **Glorious Projects Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office situated at N-49, Ist Floor, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. Arun Kaushik S/o Shri M. R. Kaushik R/o WZ-1280, Nangal Rai, New Delhi-110046 (hereinafter called the 'Vendor') of the FOURTH PART;
- (5) **A. A. Buildcon Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office situated at M-116, IInd Floor, Connaught Place, New Delhi-110001 through its Authorised Signatory Mr. Arun Kaushik S/o



Reg. No.	Reg. Year	Book No.
22044	2005-2006	1



विक्रेता

विक्रेता

Thru:- Arun Kaushik



क्रेता

क्रेता

Thru:- Ramesh Kumar



गवाह

गवाह :- D.S. Sehrawat

Tika Ram

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 22,044 आज दिनांक 17/01/2006 को बही नः 1 जिल्द नः 8,468 प्रष्ठ नः 77 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जल्द नः 974 के प्रष्ठ सख्या 97 से 98 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 17/01/2006

उप/सयुक्त पंजीयन अधिकारी
गुडगावा



Shri M. R. Kaushik R/o WZ-1280, Nangal Rai, New Delhi-110046 (hereinafter called the 'Vendor') of the FIFTH PART;

{ The First Part, Second Part, Third Part, Fourth Part and Fifth Part shall collectively be referred to as 'VENDORS' or 'THE PARTIES' }

IN FAVOUR OF

M/s Juhi Promoters Pvt. Ltd., a Private limited company duly incorporated under the Companies Act, 1956, having its registered office at 1396, HBC, Sector-31, Gurgaon through its Director/Authorized Representative Mr. Ramesh Kumar S/o Sh. Harish Chander R/o Gurgaon, hereinafter called "THE VENDEE".

The expression of the terms the 'VENDOR or VENDORS' and the 'VENDEE' wherever they occur in the body of this Sale Deed, shall mean and include their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatees(s), probatee(s), nominees and assignee(s).

Whereas the VENDOR of the First Part is the lawful, sole, absolute and recorded owner of agricultural land bearing Khewat No. 26, Khatoni No. 28, Mustatil No. 14, Kila No. 4/1(3-13), 5(7-12), Mustatil No. 15, Kila No. 1(8-0), 2(8-0), total land measuring 27 Kanal 5 Marla, situated in the Revenue Estate of Village Nangli Umarpur, Tehsil & District Gurgaon (Haryana) vide Jamabandi for the year 2000-2003 and Intekal No. 725 ; and

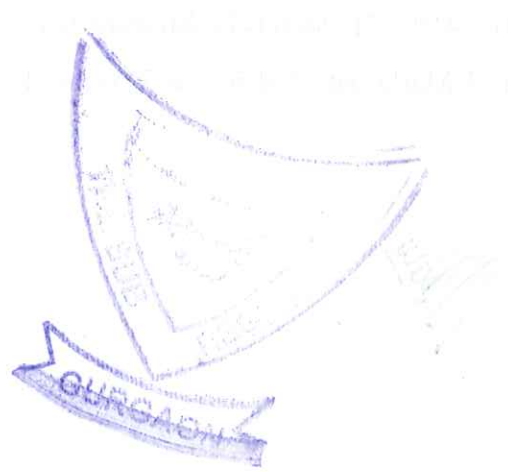
AND Whereas the VENDOR of the Second Part is the lawful, sole, absolute and recorded owner of agricultural land bearing Khewat No. 74, Khatoni No. 107, Mustatil No. 18, Kila No. 6(8-0), 14(8-0), 15(5-14), 17(7-14), 24/1(2-2), 24/3(1-7), Mustatil No. 17, Kila No. 10(3-6), total land measuring 36 Kanal 3 Marla, situated in the Revenue Estate of



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Village Nangli Umarpur, Tehsil & District Gurgaon (Haryana) vide Jamabandi for the year 2000-2003 and Intekal No. 750 ; and

AND Whereas the VENDOR of the Third Part is the lawful, sole, absolute and recorded owner of agricultural land in Khewat No. 93, Khatoni No. 127, Mustatil No. 18, Kila No. 19(8-0), 21/1(8-9), measuring 16 Kanal 9 Marla and in Khewat No. 94, Khatoni No. 128, Mustatil No. 18, Kila No. 11(8-0), 20(8-0), measuring 16 Kanal 0 Marla, and in Khewat No. 95, Khatoni No. 129, Mustatil No. 18, Kila No. 12(8-0), 22/1(6-13), measuring 14 Kanal 13 Marla, and in Khewat No. 78, Khatoni No. 111, Mustatil No. 18, Kila No. 13(8-0), 18(8-0), 23/1(4-13), 23/3(0-6), measuring 20 Kanal 19 Marla, thus total land measuring 68 Kanal 1 Marla, all land situated in the Revenue Estate of Village Nangli Umarpur, Tehsil & District Gurgaon (Haryana) vide Jamabandi for the year 2000-2003 and Intekal No. 749, 754, 756 & 755 ; and

AND Whereas the VENDOR of the Fourth Part is the lawful, sole, absolute and recorded owner to the extent of 2/5 share (**i.e. 3 Kanal 4 Marla**) in agricultural land bearing Khewat No. 60, Khatoni No. 93, Mustatil No. 20, Kila No. 6(8-0), measuring 8 Kanal 0 Marla, situated in the Revenue Estate of Village Nangli Umarpur, Tehsil & District Gurgaon (Haryana) vide Jamabandi for the year 2002-2003 and Intekal No. 658, 757 & 758 ; and

AND Whereas the VENDOR of the Fifth Part is the lawful, sole, absolute and recorded owner to the extent of 2/5 share (**i.e. 3 Kanal 4 Marla**) in agricultural land bearing Khewat No. 60, Khatoni No. 93, Mustatil No. 20, Kila No. 6(8-0), measuring 8 Kanal 0 Marla, situated in the Revenue Estate of Village Nangli Umarpur, Tehsil & District Gurgaon (Haryana) vide Jamabandi for the year 2002-2003 and Intekal No. 658, 757 & 758.



Subject: The subject of the present paper is the history of the Gurgaon district, which is a part of the Haryana State. The district is situated in the western part of the State and is bounded by the Punjab State to the north and the Rajasthan State to the south. The district is a part of the Haryana State and is situated in the western part of the State. The district is bounded by the Punjab State to the north and the Rajasthan State to the south. The district is a part of the Haryana State and is situated in the western part of the State. The district is bounded by the Punjab State to the north and the Rajasthan State to the south.

The district is a part of the Haryana State and is situated in the western part of the State. The district is bounded by the Punjab State to the north and the Rajasthan State to the south. The district is a part of the Haryana State and is situated in the western part of the State. The district is bounded by the Punjab State to the north and the Rajasthan State to the south. The district is a part of the Haryana State and is situated in the western part of the State. The district is bounded by the Punjab State to the north and the Rajasthan State to the south.



That the aforesaid land stands mutated in the name of the VENDORS and they has full right, absolute authority to sell, dispose off and transfer the aforesaid land in whole or in parts and none else except the VENDORS have any right, title or interest in the same.

And Whereas the VENDORS have agreed to sell, transfer, convey and assign to the VENDEE and the VENDEE has agreed to purchase the aforesaid agricultural lands with all ownership rights of easements, patent or latent, enjoyed and reputed to be enjoyed in respect of the said lands for a total consideration of Rs. 17,23,12,500/- (Rupees Seventeen Crore Twenty Three Lac Twelve Thousand Five Hundred only).

And Whereas the VENDORS have represented that their title to the said lands is clear and marketable and the same is free from all sorts of encumbrances, charges, liens, claims, prior agreements and except the VENDORS no other person have any right, title or interest in the same in any manner whatsoever and the VENDORS have full power and authority to sell and the same on the terms and conditions appearing hereinafter.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the sum of Rs. 17,23,12,500/- (Rupees Seventeen Crore Twenty Three Lac Twelve Thousand Five hundred only) which has already been received by the VENDORS from the VENDEE as per the details mentioned herein below, the receipt of which the VENDORS hereby admits, confirms and acknowledges, in full and final settlement, the aforesaid VENDORS doth hereby agrees to sell, convey, transfer, assign the said agricultural lands with all the rights of ownership, easement, privileges and appurtenances, from all encumbrances unto the VENDEE, absolutely and forever :-

Cheque No.	in Favour of	Amount (in Rupees)
153711	Tarun Aggarwal Projects Pvt. Ltd.	7,82,00,000



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dated 17.11.2005 drawn on Standard Chartered Bank, New Delhi

AND

Cheque No.	in Favour of	Amount (in Rupees)
226809	T. A. Properties Pvt. Ltd.	3,40,62,500
226803	A. T. Buildcon Pvt. Ltd.	4,51,87,500
226810	Tarun Aggarwal Projects Pvt. Ltd.	68,62,500
226805	Glorious Projects Pvt. Ltd.	40,00,000
226801	A. A. Buildcon Pvt. Ltd.	40,00,000

all dated 12.01.2006 drawn on Bank of India, New Delhi

2. That the VENDORS admits that they have been left with no right, title, interest, claim or lien of any nature whatsoever in the said lands, hereby sold, and the same has become the absolute property of the VENDEE, with the right to use, enjoy, sell, gift, mortgage, lease and transfer the same by whatsoever mean its likes, without any demand, objection, claim or interruption by the VENDORS or any person(s) claiming under or in trust for them.
3. That the VENDORS hereby assures the VENDEE they have neither done nor been party to any act whereby their rights and title to the said lands may in any way be impaired or whereby they may be prevented from transferring the said lands.
4. That the VENDORS hereby declares and represents that the said lands are not subject matter of any HUF and that no part of the said lands are owned by any minor.
5. That the VENDORS assures the VENDEE that the said lands is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, Legal Flaw, Claims, Prior Agreement to Sell, Loan, Surety, Security, Lien,





17/11/2011

Court Injunction, Litigation, Stay Order, Notices, Charges, Family or Religious, Dispute, Acquisition, attachment in the decree of any court, hypothecation, 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 land is 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 VENDORS then the VENDORS will be liable and responsible to make good the loss suffered by the VENDEE and keep the VENDEE saved, harmless and indemnified against all such losses and damages suffered by the VENDEE.

6. That the VENDORS hereby further covenant with the VENDEE that in case the said lands hereby sold or any part thereof, is lost from the VENDEE on account of any legal defects in the right or title of VENDORS or the possession or quiet enjoyment of the said land by the VENDEE in any way is disturbed on account of some act or omission of the VENDORS or if any one else claims any right, title and interest paramount to the VENDORS, then the VENDORS shall be liable and responsible for all the losses, damages, costs and expenses sustained by the VENDEE on account of such third party action.
7. That the VENDEE can get the property mutated in its name in the Revenue Records and other concerned authorities on the basis of this Sale Deed or its certified true copy.
8. That the VENDORS agree and undertake to sign and execute any required documents for transfer of ownership, title of the said property in favour of the VENDEE in the Revenue Records or any other concerned authorities.
9. That the land revenue and other dues and demands of whatsoever nature if any payable in respect of the said property shall be paid by the VENDORS upto the



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date of execution of sale deed in favour of VENDEE and thereafter, the VENDEE will be responsible for the payment of the same.

10. That the VENDORS have handed over all the relevant documents in original pertaining to the said lands to the VENDEE.
11. That all the expenses of the Sale Deed viz. stamp duty, registration charges etc. have been borne and paid by the VENDEE. The VENDEE shall have the right to collect the original Sale Deed from the office of the Sub-Registrar.
12. That this transaction has taken place at GURGAON and as such Gurgaon Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this Deed.

IN WITNESS WHEREOF, the VENDORS and the VENDEE have signed this SALE DEED at Gurgaon on the date first mentioned above in the presence of the following witnesses.

WITNESSES:

1.

Hem Ram Khatana
Advocate
Gurgaon

TIKA RAM
NAMBARDAR
Wazirabad (Gurgaon)

VENDORS

2.

Dhirendra Singh Sahrawat
Advocate
GURGAON

VENDEE

संका नं० 22044 भाति नं० 1
जिल्द नं० 8565 पृष्ठ नं० 98-100 व.
वस्था किया गया नं० 1
जिल्द नं० 787 पृष्ठ नं० 162 व.
दिनांक 17-10-6 को दर्ज रजिस्ट्रार
किया गया


रजिस्ट्रार
गुडगाँव

