

23471

Sr.No. 2250

Dated 14.01.2008

Certified Under Section 42 of the Indian Stamp Act, 1889, that Stamp Duty of the amount of Rs. 10,02,390/- (Rupees Ten Lacs Two Thousand three hundred Ninety Only)

has been levied on this document and paid by M/s. Regch Promoters Pvt Ltd N. New Delhi

vide Treasury challan No. 2910 -

dated 14.1.09 for SD - 16706250



REVENUE OFFICER  
GURGAON  
Treasury Officer  
Cum - Collector Gurgaon  
14.1.08

### SALE DEED

1. Type of Deed	:	Sale Deed
2. Village/city Name & Code	:	Badshahpur, Gurgaon
3. Land Measuring	:	3 kanal 6 marla
4. Transaction Value	:	Rs. 1,67,06,250/-
5. Stamp duty	:	Rs. 10,02,390/-
6. Stamp Certificate No. & Date	:	2250/14.01.2008
7. Execution Date	:	17.01.2008

**Note :** No Objection Certificate issued by DTP (E) Gurgaon is attached herewith.

THIS Deed of Sale is executed at Gurgaon on this 17<sup>th</sup> day of January, 2008 BETWEEN **Raj Kumar son of Sh. Ram Kishan Das adopted son of Sh. Nangaram resident of V.P.O. Badshahpur, Tehsil & District Gurgaon**, hereinafter called the "**VENDOR**" (which expression shall unless repugnant to the context and meaning hereof mean and include his heirs, representatives, administrators, executors and assignees etc.) of the **ONE PART**.

*Raj Kumar*

प्रलेख नः 23471

दिनांक 17/01/2008

<u>डीड संबंधी विवरण</u>		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील गुडगाँवा	गांव/शहर बादशाहपुर	स्थित बादशाहपुर
भवन का विवरण		
भूमि का विवरण		
चाही	3 Kanal 6 Marla	
धन संबंधी विवरण		
राशि 16,706,250.00 रुपये	स्टाम्प ड्यूटी की राशि 1,002,390.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये	

Drafted By: H.R.Khatana, Adv.

यह प्रलेख आज दिनांक 17/01/2008 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी Raj Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ram Kishan Das निवासी Badshahpur, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

*Raj Kumar*  
श्री Raj Kumar

*[Signature]*  
उप/संयुक्त पंजीयन अधिकारी  
गुडगाँवा गुडगाँव

उपरोक्त विक्रेता श्री/श्रीमती/कुमारी thru:- Harinder Singh Hora क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुधकर 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 H.R.Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Jagdish Parsad Yadav पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी S.L.Yadav निवासी 91, Princess Park Hostel, N.Delhi साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 17/01/2008

GURGAON

*[Signature]*  
उप/संयुक्त पंजीयन अधिकारी  
गुडगाँवा गुडगाँव

## AND

M/s Reach Promoters Pvt. Ltd., having its office at 410, Ambadeep Building, 14, K. G. Marg, New Delhi – 110001 through its authorised signatory Mr. Harinder Singh Hora S/o Sh. K. J. Singh, hereinafter called the "VENDEE" (which expression shall unless repugnant to the context and meaning hereof mean and include its legal representatives, administrators, executors and assignees etc.) of the **OTHER PART**.

WHEREAS the VENDOR is the absolute owner in possession and is lawfully seized of **Land comprise in Khewat/Khata No.1477/1610, Rect. No.123, Killa No.21/2(0-13), 21/3(2-0), 21/4(0-13) field 3, measuring 3 kanal 6 marla salam situated in the revenue estates of Village Badshahpur, Tehsil & District Gurgaon** by way of Fard Jamabandi for the year 2005-2006 (hereinafter referred to as the "said Land"), the copy of the same are attached herewith.

#### Definition and interpretation

In this deed :

- a. the '**VENDOR**' means the real owner of the said Land.
- b. the '**Land**' means **Land comprise in Khewat/Khata No.1477/1610, Rect. No.123, Killa No.21/2(0-13), 21/3(2-0), 21/4(0-13) field 3, measuring 3 kanal 6 marla salam situated in the revenue estates of Village Badshahpur, Tehsil & District Gurgaon.**
- c. words importing the masculine gender include the feminine and the neuter and vice versa.
- d. words importing the singular include the plural and vice versa.
- e. references to persons include bodies corporate and vice versa.
- f. save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
- g. save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed, which is so numbered.
- h. possession means actual vacant, peaceful and physical possession of the property.

*Raj Kumar Mangla*



<b>Reg. No.</b>	<b>Reg. Year</b>	<b>Book No.</b>
23471	2007-2008	1



विक्रेता



क्रेता



गवाह

विक्रेता

Raj Kumar

क्रेता

thru:- Harinder Singh Hora

गवाह 1:- H.R.Khatana

गवाह 2:- Jagdish Parsad Yadav

### प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 23,471 आज दिनांक 17/01/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 141 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 54 से 55 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 17/01/2008

उप-सर्वेक्षक (सहायक) अधिकारी  
गडगाँवा गुडगाँव



**AND WHEREAS THE VENDOR AFFIRMED, REPRESENTED, ASSURED AND MADE THE VENDEE BELIEVE THAT THE SAID LAND :-**

- i) is a good, clear and legally marketable property owned and possessed by the VENDOR having full right to transfer, sell, convey and/or deal with the same in whatsoever unrestricted manner.
- ii) is free from any charge or encumbrance such as sell, Will, exchange, mortgage, gift, lien, lease, court decrees, court injunctions, any security, surety, attachment, litigation/dispute in court, acquisition etc.
- iii) is not subject to any notification or scheme for acquisition and/or requisition of any authority under any law.
- iv) is not subject to any dues, outstanding claims, demands, penalties etc. for any services, provided by any Government and /or local authority and / or toward any other statutory dues and / or that under the law of the said land.
- v) does not have any cattle live stock, raising of grass on the said land and was purely an agricultural land and before the enactment of Urban Land Ceiling Regulation Act, 1976 and has been entered in the records of the appropriate authority accordingly.
- vi) was not been notified under the provisions of the Land Acquisition Act, 1894, either for the planned development of Gurgaon or for any other purposes and is not situated within the Urbanised limits of Gurgaon.
- vii) was not subject of any execution of any prior agreement to sale, mortgage, transfer, assignment, encumbrances by the VENDOR in favour of any other person prior to the date of this sale deed, and
- viii) That the said Land hereby conveyed is in the absolute and specific ownership of the Vendors by virtue of the Revenue Records mentioned hereinabove and that no one else except the Vendors have any right, title, claim, interest and/or concern whatsoever in the said Land hereby conveyed or any part thereof. The transaction/ transfer of said Land is within the knowledge of all family members of the Vendors.

The Vendor has handed over the following documents in original in respect of the said land to the vendee :-

- i) Certified copy of the Jamabandi for the year 2005-2006

Whereas the Vendor for his personal needs, requirements and commitments has decided to the sell the above said land without any pressure, coercion with consent of his family members, for a total sale consideration of Rs.1,67,06,250/- (Rupees One Crore Sixty Seven Lac Six Thousand Two Hundred Fifty Only) and the VENDEE has agreed to purchase the same.

*Raj Kumar Mangla*





**NOW THIS SALE DEED WITNESSETH AS UNDER :**

1. The VENDOR hereby grants, assigns, conveys, sells and transfer the above said land alongwith all his rights of possessions, ownership, occupancy, titles, claims, interest and whatsoever of any nature in favour of the VENDEE for and in full and final sale consideration of Rs.1,67,06,250/- (Rupees One Crore Sixty Seven Lac Six Thousand Two Hundred Fifty Only) and the VENDEE becomes the sole and absolute owner of the said land. The full and final sale consideration of Rs.1,67,06,250/- (Rupees One Crore Sixty Seven Lac Six Thousand Two Hundred Fifty Only) has been received by the VENDOR from the VENDEE in following manner :

Amount	Ch. No.	Date	Drawn on	In favour of
25,00,000/-	000213	21.11.07	Kotak Mahindra Bank,	Raj Kumar
42,06,250/-	780529	18.01.08	Punjab & Sind Bank,	Raj Kumar
1,00,00,000/-	780530	18.01.08	Punjab & Sind Bank,	Raj Kumar

- \* The above cheques are subject to realisation on presentation by the Vendor.
2. That the VENDOR has delivered the actual vacant, physical possession of the said land at the time of execution and registration of this sale deed and the Vendee has taken physical possession of the same without any interference or disturbance on the spot.
  3. That from this day onwards the VENDEE shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner viz. developing and constructing residential / commercial project or any other purpose whatsoever.
  4. That the Vendors are selling the said Land with the active knowledge and consent of all other family members. The Vendors confirms that the said sale is in the interest and welfare of the family and for the necessity of the family and any claim or objection by any members of the Vendors would deemed to be illegal, unlawful and unenforceable.
  5. That all the taxes, cesses or dues or demands in respect of the said land have been paid and cleared by the Vendors up to the date of execution of this Sale Deed and thereafter it shall be responsibility of the vendee for future taxes etc. and in case any amount is found to be due and payable by the Vendors, the Vendors shall pay the same.
  6. The VENDOR shall indemnify the Vendee of any cost, charges, fees, fines, penalties, dues etc. in respect of the said land towards land revenue, local taxes, and any other statutory or other dues, demands, claims, etc. relating to the period upto the date of this sale deed made/raised by the respective creditors either prior to or after the date of this sale deed.

*Raj Kumar*



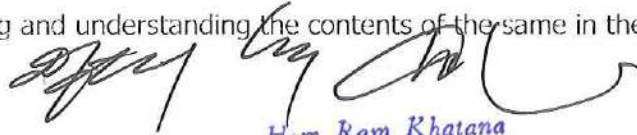


7. The VENDOR shall indemnify the VENDEE of any cost, charges, penalties, interest, constraints, disturbances and whatsoever of that nature suffered / to be suffered by the VENDEE out of any defects in the ownership title of the said land.
8. That VENDOR also indemnify the VENDEE and undertakes to refund the full purchase consideration alongwith the stamp duty and other incidental expenses incurred by the VENDEE for any disturbance in occupancy or dispossession of the said land due to falseness or misstatement, either partially or fully, made by the VENDOR in his affirmation in this sale deed.
9. That the Vendor shall and will from time to time and at all times hereinafter upon every reasonable request and at the cost of the Vendee make, do and acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, conveyance, matter and things whatsoever for the further, better or more perfectly assuring the said Land together with its appurtenances unto the Vendee in the manner aforesaid.
10. The VENDOR hereby agrees and undertakes to do all such acts, things and deeds which under law required in any manner whatsoever, in future including steps to be taken as the VENDOR for mutation in the revenue records and shall not object to the mutation of the said Land in favour of the VENDEE, in the records of the appropriate authority. The VENDEE will also entitled to get sanctioned the mutation of the land mentioned in this sale deed in revenue records in its name.
11. That the VENDOR and its heirs, successors, shall be bound and abide by all the terms and conditions of this sale deed and have left with no rights, titles and interest in the said land and shall never make any claim regarding the said land.
12. All the expenses like stamp duties and registration fees etc. have been borne and paid by the VENDEE.
13. That the Value of the tube-well with electricity connection, trees, wire fencing & construction, if any, in the above said land is included in the above said total sale consideration. The Vendor shall not claim for the same in future and the Vendee has become absolute owner of the same and shall be entitled to use the same in any manner whatsoever.

*Baghwan Singh*



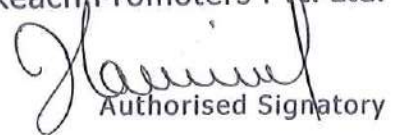
IN WITNESS WHEREOF the parties have executed and signed this Sale Deed at Gurgaon after fully reading and understanding the contents of the same in the presence of the witnesses:



Hem Ram Khatana  
Advocate  
Distt Courts: Gurgaon

Raj Kumar Singh  
VENDOR  
Raj Kumar

For & behalf of VENDEE  
M/s Reach Promoters Pvt. Ltd.,  
For Reach Promoters Pvt. Ltd.



Authorised Signatory

Harinder Singh Hora

Witnesses:

1.



Hem Ram Khatana  
Advocate  
Distt Courts: Gurgaon

2. 

Sh. Jagdish Parsood Yadav s/o

Sh. S.L. Yadav P.O. 91, Princess Park  
Hostel N. D.



of Reach Promissory Note Ltd.

Authorized Signatory



वसीका नं० 23471 अति. वही नं० 1  
जिल्द नं० 10327 पृष्ठ नं० 33, 34 पर  
दस्ता किया गया वही नं० 1  
जिल्द नं० 862 पृष्ठ नं० 21  
दिनांक 17/11/08 को दर्ज रजिस्टर  
किया गया।

सब रजिस्ट्रार  
गुड़गाँव