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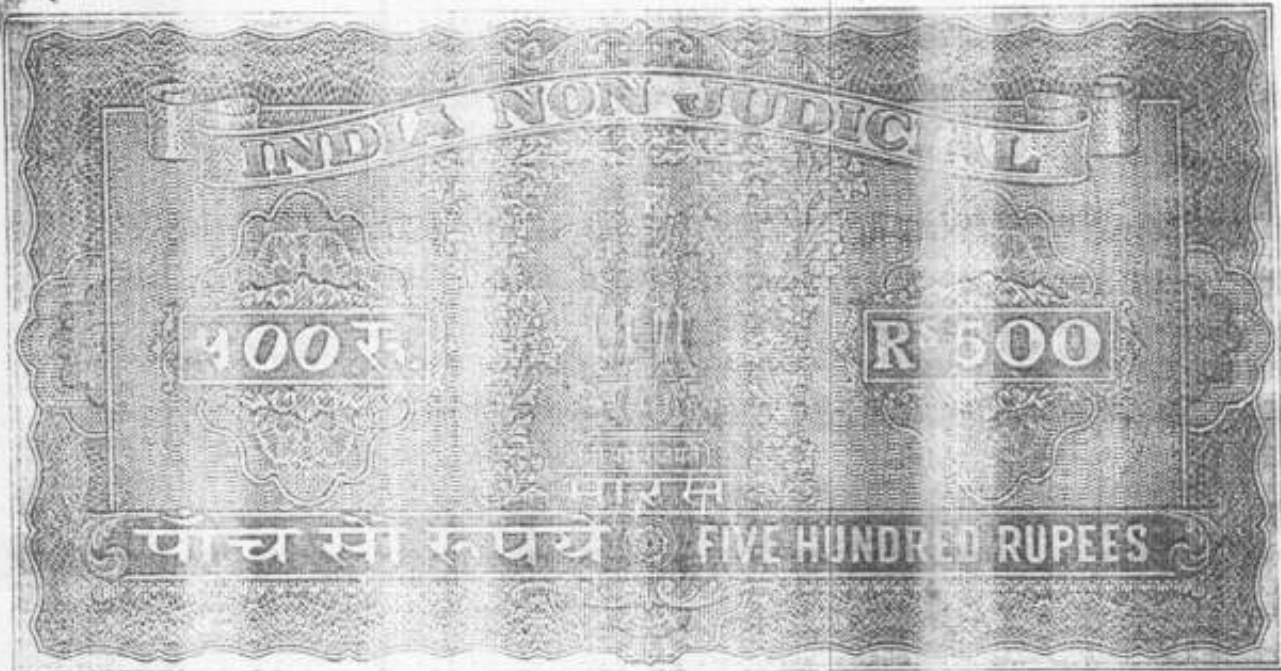
SALE DEED/CONVEYANCE DEED

SALE DEED FOR RS.4,72,854.00
STAMP DUTY FOR RS.19,000.00

THIS DEED OF SALE made this ... 24th ... day of ... Feb ... 2006
by M/s. Ansal Properties & Infrastructure Ltd.. (formerly known as Ansal Properties & Industries Ltd.) a company incorporated under the Companies Act, 1956, with registered office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi. (hereinafter referred to as the Promoter, which expression shall include its assigns, successors etc, unless the subject and context requires otherwise), acting through Shri Rajesh Katyal - Senior Vice President (Marketing) and Shri Vijay Garg, Manager (Accounts), duly authorised vide Company's Board Resolution dated 31st October, 2005 on this behalf of the one part, and in favour of :

MRS. SHAKUNTALA MAHESHWARI
W/O MR. RAJIV K. MAHESHWARI
MAHESHWARI NIKET
2, PATRIKA MARG, CIVIL LINES,
ALLAHABAD - 211 001

Shakuntala Maheshwari

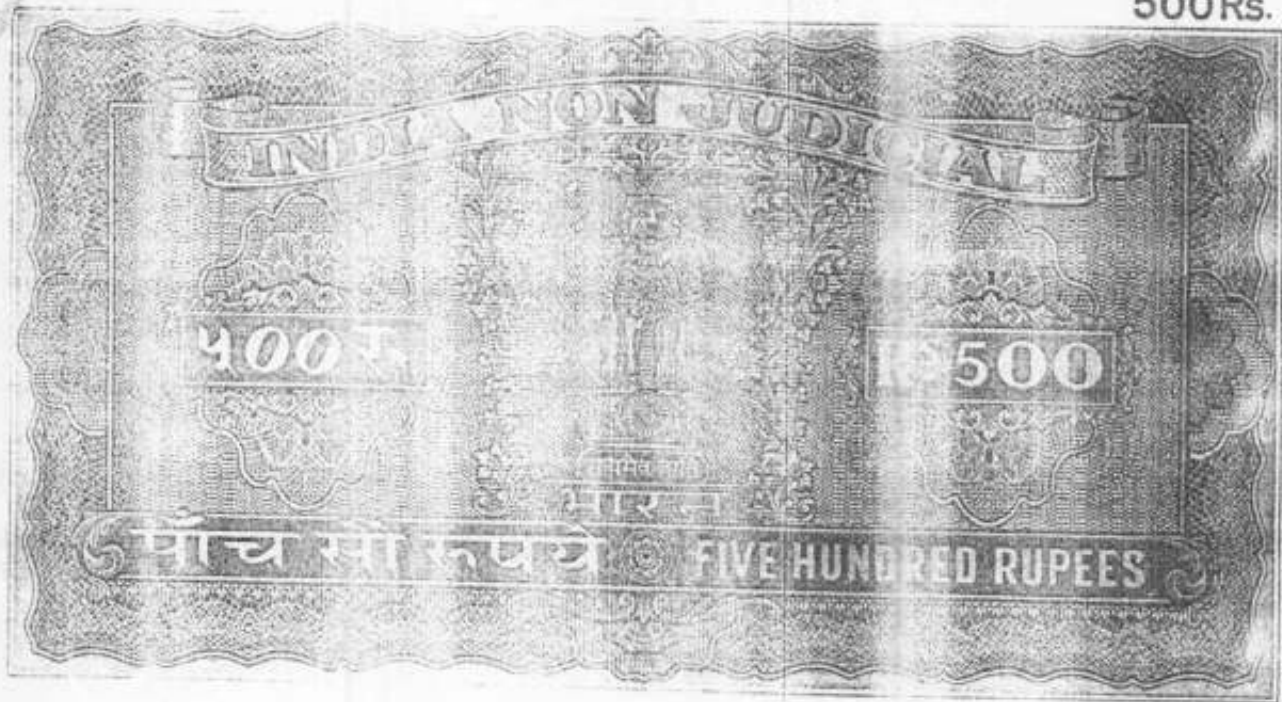


: 2 :

(hereinafter referred to as the Buyer, which expression shall include his/their heirs, executors, assigns, etc. unless the subject or context requires otherwise).


WHEREAS the Promoter alongwith its associate companies i.e. M/s Ansal Housing & Estates (P) Ltd., M/s Suraj Construction and Estates (P) Ltd., and others purchased lands and has obtained licences from the Director, Town and Country Planning, Government of Haryana, under the Haryana Development and Regulation of Urban Areas Act, 1975, for the promotion and development of a residential colony to be known as Palam Vihar, in and around Villages Chauma and Carterpuri, District Gurgaon, Haryana (hereinafter referred to as the Colony):

500Rs.



: 3 :

AND WHEREAS the Promoter has entered into arrangements with its associate companies to develop the entire lands collectively and to carve out, and sell plots of different sizes and dimensions, as such or built upon, and to realise the sale price from the intending Buyers: and the Promoter has laid out plots of different sizes in the colony:

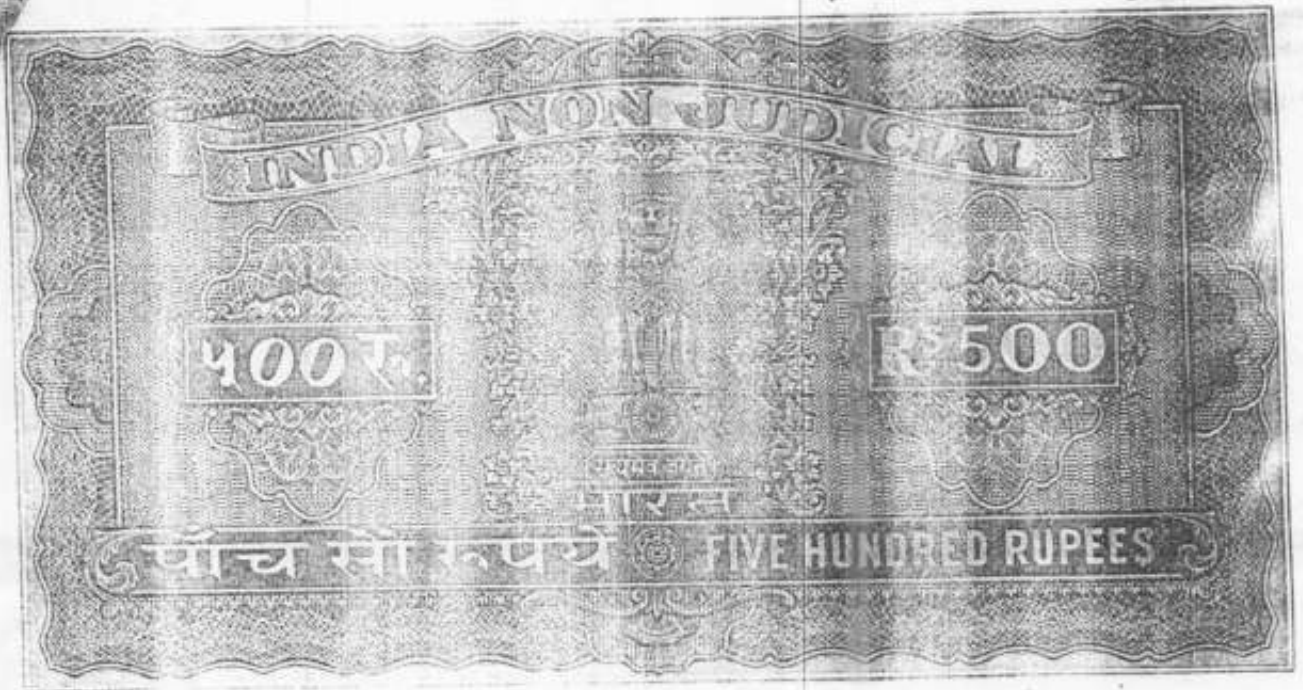
AND WHEREAS pursuant to the aforesaid arrangements, the associate companies have executed General Power of Attorney in favour of the Promoter with powers, inter alia, to execute the Sale Deed and to get the same registered: 



: 4 :

AND WHEREAS on the application of the Buyer, the Promoter had allotted to the Buyer the residential plot bearing No. 1551 Block No. 'K' in the said colony known as Palam Vihar, vide allotment dated 12.04.1985 for a consideration of Rs.3,26,593.00 (RUPEES THREE LACS TWENTY SIX THOUSAND FIVE HUNDRED NINTY THREE ONLY) plus the Buyer's share of payments of the charges levied by any Government or Local Authority for provision of external and/or peripheral services on the terms and conditions stipulated in the said allotment and duly accepted by the Buyer after being satisfied that the Promoter had the right and authority to sell the said plot:

AND WHEREAS the Promoter is in full and absolute possession and otherwise well and sufficiently entitled to sell the said plot of land forming part of the approved lay-out plan of the colony and the said plot is free from all sorts of encumbrances, liens, charges, whatsoever: *[Signature]*



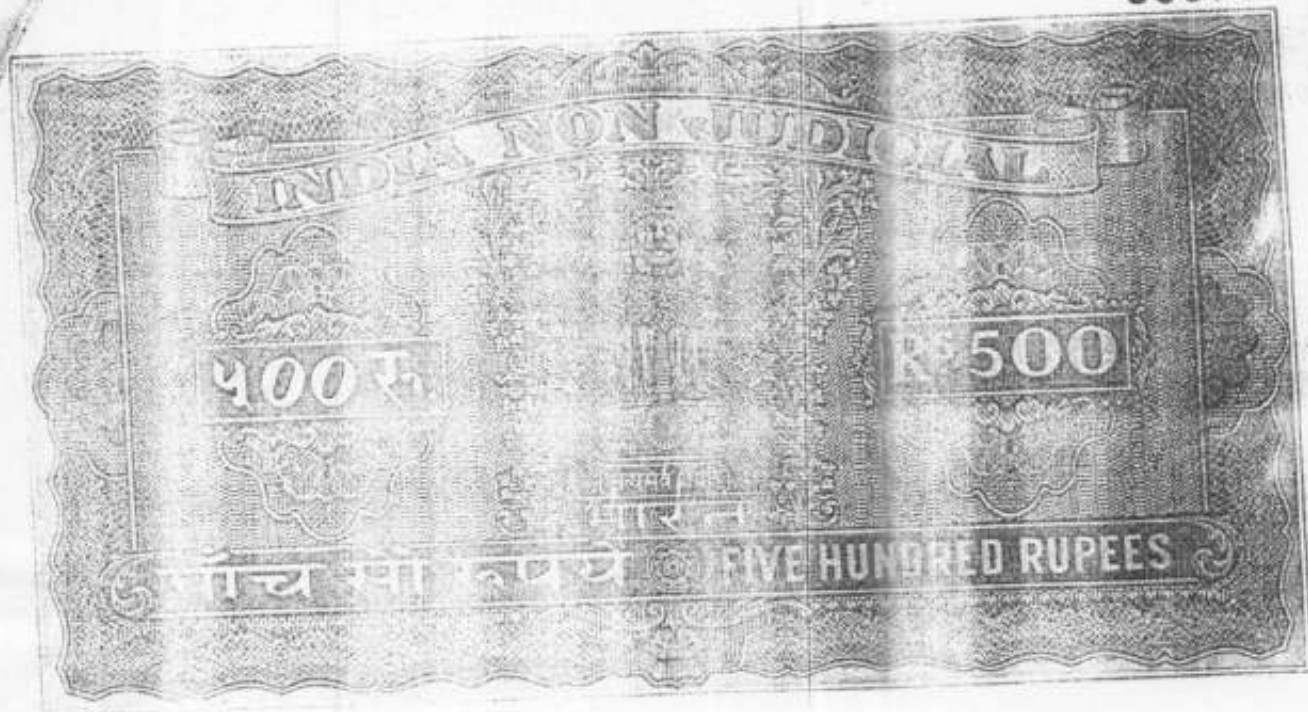
: 5 :

AND WHEREAS the Buyer has desired that the plot of land be now transferred to him and the Promoter has agreed to the same.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. That in pursuance of the aforesaid allotment dated 12.04.1985 and in consideration of the said sum of Rs.3.26.593.00 (RUPEES THREE LACS TWENTY SIX THOUSAND FIVE HUNDRED NINTY THREE ONLY) already paid by the Buyer to the Promoter the receipt of which entire sum of Rs.3.26.593.00 the Promoter does hereby admit and acknowledge and of and from the payment of the same does for ever release and discharge the Buyer. the Promoter does hereby transfer.

[Handwritten signature]



: 6 :

convey and assign by way of sale unto the Buyer all that piece of residential plot admeasuring 941.19 sq. mtrs.. bearing no. 1551 in Block No. 'K' forming part of the approved lay-out plan of the said colony known as Palam Vihar and more particularly described in the schedule hereunder written together with all rights, liberties, privileges, easements necessary for the enjoyment of the said plot of land TO HAVE AND TO HOLD THE said plot together with all rights and appurtenances absolutely and for ever.

2. That the Buyer has already paid the sum of Rs.1.46.261.00 (RUPEES ONE LAC FORTY SIX THOUSAND TWO HUNDRED SIXTY ONE ONLY) calculated at the rate of Rs.155.40 per sq. mtr. of the area of the said plot as his share of the charges payable to the Governmental or Local Authority for the Provision of external and/or peripheral services and this



: 7 - :

sum has been treated as part of the consideration for the purpose of levy of stamp duty. The Buyer has further agreed to pay any additional charges which may be levied by any Governmental or Local Authority for the provision of the said services and attributable to the said plot of land.

3. That the Promoter has handed over actual physical possession of the said plot of land to the Buyer.
4. That the Promoter has assured the Buyer that the plot is free from all sorts of encumbrances, liens and charges etc. and the Promoter has the full right and authority to sell the same.



: 8 :

5. That all taxes whether levied or leviable in respect of the said plot from the date of allotment shall be payable and paid by the Buyer.
6. That the Buyer shall abide by all the laws, bye-laws, rules and regulations of the Government/Local Authorities, etc. relating to the Colony and the said plot of land.
7. That the maintenance of the colony shall be done by the Promoter or its nominee for a period of 5 years initially or till taking over of the services by Municipal Authorities/Government Agencies, whichever be earlier, on the terms and conditions and charges to be determined by the Promoter or its nominee from time to time. The Buyer agrees to pay his share of such charges as may be demanded by the Promoter. The Buyer further agrees to deposit with the



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Promoter or its nominee a sum of Rs.50,000.00 by way of interest-free security to ensure such payments by him.

8. Any common wall built on adjoining plots shall be jointly owned and used equally for support whether vertical or lateral, etc. by the respective plot Buyers. The area of the plot will include half of the area to be covered by such a common wall.
9. That all expenses, charges etc. including the Stamp Duty for the registration of this deed or in relation to the plot or any construction to be made thereon, if any, will be borne and paid by the Buyer.

SCHEDULE OF PLOT

All that piece and parcel of land being Plot No. 1551 Block No. 'K' admeasuring 941.19 sq.mtrs. in the residential colony known as Palam Vihar situated in and around Village Chauma & Carterpuri, Tehsil and Distt. Gurgaon, Haryana and bounded as under :

NORTH : LAND

SOUTH : ROAD

EAST : K-1552

WEST : K-1550

This Sale Deed / Conveyance Deed is being presented for Registration by Mr. Uma Shankar s/o Sh. Ishwar Dev r/o House No. 9, Kirti Nagar, Jharsa Road, Gurgaon authorised by Board Resolution dated 20th April 2005 at Sub Registrar Office, Gurgaon.

IN WITNESS WHEREOF the Promoter has signed this deed at NEW DELHI on the date, month and year first above written.

For Ansal Properties & Infrastructure Ltd.,

(Rajesh Katyal) (Vijay Garg)
Authorised Signatory

WITNESSES :

1.


Hem Ram Khatana
Advocate
Gurgaon


Anand Singh Sahrawal
Advocate


24/7/06
ANIL K. SINGLA
ADVOCATE
GURGAON