

## SALE DEED

Sale Deed for Rs.4,80,000/-

Stamp Duty @ 3% : Rs. 14,400/-

Corporation Tax @ 5% : Rs. 24,000/-

Total:

Rs.38,400/-

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THIS SALE DEED is made and executed at Delhi, on this 19th day of June, 2000

## BETWEEN

Smt. Ram Piari, w/o late Shri Gopal Dass Khullar, r/o 16/22, East Patel Nagar, New Delhi-110 008

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## AND

Shri Vikram Gupta, s/o Shri Subhash Gupta, r/o A-193, WHS, Kirti Nagar, Timber Block, New Delhi-110 015;

hereinafter referred to as the Vendee.

The term and expression Vendor and Vendee shall mean and include themselves, their legal heirs, representatives, successors, administrators, executors and assigns.

WHEREAS :

Shri Gopal Dass Khullar s/o late Shri Sant Ram Khullar had been the original lessee of the entire plot No.16E/22, admeasuring 200 sq. yards Patel Nagar, New Delhi, vide Lease Deed dated 16<sup>th</sup> July, 1953, duly registered with the Joint Sub-Registrar of Assurances, Delhi, vide document No.180 in Addl. Book No.I, Vol. No.10 on pp 141-142 on 16<sup>th</sup> July, 1953.

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Through her Attorney, Smt. Sushila Devi Sharma, w/o Shri Jagdish Chander Sharma, r/o F-37, Bhagat Singh Market, New Delhi, appointed as the Attorney, vide General Power of Attorney, duly registered with the concerned Sub-Registrar of Assurances-II, as document No.20240 in Addl. Book No.4, Vol. No.4403, on pp 135-138 on 9th June, 1997, who is further empowered to appoint the further Attorney; she appointed f Mrs. Santosh Babbar w/o Shri Sat Pal Babbar and Shri Amit Babbar s/o Shri K. L. Babbar, both r/o 4/13, West Patel Nagar, New Delhi-8, as her Attorneys, vide G.P.A. dated 13th November, 1997, duly registered with the Sub-Registrar of Assurances, vide document No.55508 in Addl. Book No.4, Vol. No.4871,on pp 58-61 on 13th November, 1997;

hereinafter referred to as the Vendor,

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- B. Upon the death of Shri Gopal Dass Khullar, Land & Development Office, substituted the above-said entire property in favour of Smt. Ram Piari w/o late Shri Gopal Dass Khullar, vide their Memo No. I&DO/PSI/1454 dated 20<sup>th</sup> May, 1978.
- C. Subsequently, Smt. Ram Piari got this leasehold property converted into freehold and the President of India executed and got registered Conveyance Deed dated 19<sup>th</sup> May, 1997, duly registered with the Sub-Registrar of Assurances-II, Delhi, vide document No.4297 in Addl. Book No.I, Vol. No.8787 on pp 148-149 on 19<sup>th</sup> May, 1997.
- D. Upon the conversion of property into freehold, Smt. Ram Piari appointed Smt. Sushila Devi w/o Shri Jagdish Chander Sharma, r/o F-37, Bhagat Singh Market, New Delhi, to deal with the property vide Registered G. P.A. dated 9<sup>th</sup> June, 1997, duly registered with the Sub-Registrar of Assurances-II, New Delhi, vide document No.20240 in Addl. Book No.4, Vol. No.4403 on pp 135-138 on 9<sup>th</sup> June, 1997.

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- E. Smt. Sushila Devi was empowered to appoint the further Attorney to deal with the said entire property. She appointed Smt. Santosh Babbar w/o Shri Sat Pal Babbar and Shri Amit Babbar s/o Shri K. L. Babbar, both r/o 4/13, West Patel Nagar, New Delhi-8, as her Attorneys to deal with the above-said entire property, vide G.P.A. dated 13<sup>th</sup> November, 1997, duly registered with the Sub-Registrar of Assurances, vide document No.55508 in Addl. Book No.4, Vol. No.4871, on pp 58-61 on 13<sup>th</sup> November, 1997.
- F. The Vendor has agreed to sell the entire Lower Ground Floor, consisting of three bedrooms, three bathrooms, one drawing cum dining room, one kitchen etc, constructed on property No. 16/22, admeasuring 200 sq.yds, East Patel Nagar, New Delhi-8, together with proportionate rights in the land underneath the property; hereinafter referred to as" the said property" in favour of the Vendee.
- G. The total consideration for the said sale is Rs.4,80,000/- (Rupees Four lakhs eighty thousand only) had been paid by the Vendee to the Vendor as per details given below vide agreement to sell dated 7<sup>th</sup> March 2000:

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Bank Draft No.	Amount (Rs.)
233240	2,50,000/-
233250	2,30,000/-

H. Thus the parties desire to conclude the transaction of sale; hence this deed.

## NOW, THEREFORE, THIS SALE DEED WITNESSETH as under:

1. That the subject-matter of the present Sale Deed is entire Lower Ground Floor, consisting of three bedrooms, three bathrooms, one drawing cum dining room, one kitchen etc, constructed on property No. 16/22, admeasuring 200 sq.yds, East Patel Nagar, New Delhi-8, together with proportionate rights in the land underneath the property; hereinafter referred to as "the said property".

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That the total sale consideration agreed to between the parties is Rs.4,80,000/- (Rupees Four lakhs eighty thousand only) has already been paid by the Vendee, as per the details given below:

Date	Bank Draft No.	Amount (Rs.)
10.12.1999	233240	2,50,000/-
03.03.2000	233250	2,30,000/-

Since the entire sale consideration has been paid and settled between the parties, Vendor does hereby sell, convey, transfer and assign by way of absolute sale of the aforesaid property along with all her ownership rights, titles, interests, liens, easements, privileges and appurtenances thereto UNTO the Vendee absolutely and for ever who has become the absolute and exclusive owner of the same from today and shall enjoy all rights of ownership etc. therein hereinafter. The Vendor has no rights, titles, interests or liens etc. left whatsoever of any sort/nature in the aforesaid property under sale henceforth after the execution/registration of this sale deed.

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- 3. That in case the title of the Vendor is found defective at any time hereinafter and the said property under sale goes out from the possession of the Vendee due to any legal defects in the title of the Vendor, in that eventuality, the Vendor shall indemnify and shall always keep the Vendee indemnified/harmless against all losses, damages and costs etc. thus sustained, suffered or incurred by the Vendee from her movable and immovable property(s) etc. etc. up to the extent of loss only.
- 4. That the Vendee with his own expenses shall get transferred/mutated the aforesaid property under sale in his favour in the records of the MCD authorities or any other Govt. Department concerned on the basis of this Sale Deed even in the absence of the Vendor who shall have no objection in this regard and will also extend full co-operation to the Vendee when asked for in this regard.
- 5. That all the taxes, or any other Govt. or municipal dues and demands in respect of the above-mentioned property under sale up to the date of registration of this sale deed shall be borne and paid by the Vendor and thereafter the same shall be paid by the Vendee.

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- 6. That the Vendor has delivered the actual, physical, vacant and peaceful possession of the said property under sale to the Vendee at the spot.
- 7. That the Vendee has the right to use the common rights of use of the main driveway, passage and staircases and also use on prorata basis water tanks, booster pumps and water connections. Further he has full right to modify or change or reconstruct or fix air conditioners, coolers or any other fixtures or fittings on windows provided with the demised property. The Vendor confirms and assures the Vendee that she has not divested herself of these rights in favour of anybody else and the Vendee has the same as enjoyed by the Vendor.
- 8. That the Vendor agrees, undertakes and bind herself not to act in any manner contrary and prejudicial to the rights, title and interest of the Vendee.
- 9. All the charges for the execution of sale deed have been born by the Vendee and mutation and transfer of water and electricity connections will also be borne by the Vendee.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signatures to this Deed at Delhi, on the day, the month and the year first above written in the presence of the following witnesses:

WITNESSES:

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16-8-2001

Slo. R.L. GUPTA GALLA. LALE.A. Karol Book. N. Delli-



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