DLF Qutab Enclave Complex



IN FAVOUR C	of_5mt	Sunanda	Chandhuli
PLOT NO	14	BLOCK	M
ROAD	MI		

72-53 DIN 18/10

in the year One Thousand Nine Hundred Eighty Swerby DLF Universal Limited, a Joint Stock Company incorporated with limited liability under the Companies Act, 1956 having its registered office at Model Town, Faridabad (Haryana) and its Head Office at 21-22, Narindra Place, Parliament Street, New Delhi acting through its General Attorney Shir Mark Exhir New Delhi acting through its General Attorney Shir Mark Exhir New Delhi acting through its General Attorney Shir Mark Exhir New Delhi Attorney dated 26.6.1981 and registered in the office of the Sub-Registrar, New Delhi at No. 2497, in Addl. Book No. 4, Volume No. 958, on pages 1 to 6 on 27.6.1981 hereinafter called "THE VENDOR", (which expression shall unless excluded by the context or by law be deemed to include the said DLF Universal Limited, its successors, liquidators and assigns) in favour of Shir Sunanda Chandlari.

42830 , Kirk Drive Hench, California 92344
U.S.A.

(hereinafter called "THE VENDEE" which expression shall unless expressly excluded by the context or by law be deemed to include the said Inl- Sunanda Chandkirk

his/her/their heirs, executors, administrators, legal representatives, survivors and assigns).

WHEREAS the VENDOR is a full and absolute owner in possession of and otherwise well and sufficiently entitled to all that piece and parcel of land being Plot No. 14

Road M-/ admeasuring 420 Sq. Mtrs in the residential colony known as DLF Qutab Enclave Complex, situated at village Tehsil and District Gurgaon, Haryana, which colony has been set up by the VENDOR after obtaining a licence from the Director Town and Country Planning, Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975 and getting the lay-out plans thereof duly sanctioned by the concerned authorities. The said plot of land is more particularly described in Schedule 'A' hereunder written; AND

WHEREAS nobody else besides the VENDOR has any sort of interest, right or claim whatsoever

WHEREAS by Agreement dated 24.5.84 the VENDOR has agreed to sell and the VENDEE had agreed to purchase the said plot of land which is more particularly described in Schedule 'A' written hereunder for a sum of Rs. 205464/(Rupees. Two lac five Mousand four Lundred since four only) and other terms and conditions stipulated therein, including the payment by the VENDEE, pro-rata of the charges levied or to be levied by any Government or Authority for provision of external and/or peripherial services, and of the charges for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. The VENDEE has also agreed to bear all the expenses and outgoings for the completion of sale for the said plot of land, including cost of stamps, registration and execution charges and the like; AND

WHEREAS the VENDOR is now desirous of conveying the said plot of land unto the VENDEE NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS:—

1. In pursuance of the said Agreement and in consideration of the said sum of Rs. 20 5964/-(Rupees Two lac five Thousand four hundres sixty four only paid by the VENDEE to the VENDOR as per details given in Schedule 'B' written hereunder the receipt whereof is hereby admitted and acknowledged, the VENDOR doth hereby grant, convey, transfer, assign and assure unto the VENDEE all that piece and parcel of landon ground and the premises comprising the said plot of land described in Schedule 'A' hereunder written together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights appendages and appurtenances, whatsoever to the said plot of land belonging or in any way appertaining thereto or therewith usually held or reputed as part & parcel thereof and all the estate, right, title and interest whatsoever of the VENDOR unto or upon the said plot described in Schedule 'A' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all its rights and appurtenances unto the VENDEE absolutely and for ever free from all encumberances AND that the VENDOR doth hereby covenant with the VENDEE that the interest which it professes to transfer subsists and that it has good right, full power and absolute authority to grant, convey, transfer, assign and assure the said plot of land hereby granted, conveyed, transferred, assigned and assured by the VENDOR AND that the VENDOR shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE make, do and acknowledge, execute and perfect with all proper despatch all such further and other lawful and reasonable acts, deeds, conveyances matters and things whatsoever for the further better or more perfectly assuring the said plot of land together with its appurtenances unto the VENDEE in the manner aforesaid AND THAT hereafter if any person in any manner claims any interest or right of ownership in the said plot of land or any part thereof, the VENDOR shall indemnify the VENDEE AND the VENDEE shall have no right, title or interest in any other land or property in the said colony except the said plot of land described in Schedule 'A' hereunder written and any other plot of land which he may have purchased or may hereafter purchase by any other Sale Deed AND that the VENDOR therefore covenant that this conveyance deed is executed in all its entirety and it has received all and full consideration of the sale price of the said plot of land subject, however to the stipulations and covenants herein contained, for any future liability of the VENDEE.

2. The aforesaid amount of Rs. 205464/- (Rupees Two lac five Thousand four Lundred sinch four endy)
paid by the VENDEE to the VENDOR as price of the aforesaid plot includes a sum of Rs. 29484/- calculated provisionally @ Rs. 70 20 per sq. mtr. of the area of the said plot as the VENDEE's pro-rata share of the charges payable to the concerned Government/other Authorities for the provision of external and/or peripherial services and this sum has been treated as part of the consideration for the purpose of levy of stamp duty.

The VENDEE has further undertaken to pay proportionate share of such additional amount (attributable to the said plot of land on a pro-rata basis) as may become payable to any Government or other authorities on account of enhancement of such charges at any time in future by increase in rates thereof or in any other manner whatsoever and all such amounts payable to the Government or other authorities shall be treated as pay of unpaid price of the property hereby conveyed and become payable by the VENDEE immediately on demand. The determination of such additional amount as made by the VENDOR shall be final and binding on the VENDEE. It is a condition of this Sale Deed that the possession of the said plot shall continue to remain with the VENDOR and the VENDEE shall not claim possession thereof till the additional charges as determined by the VENDEE shall not claim possession thereof till the additional charges as determined by the VENDEE shall not claim possession thereof till the additional charges as determined by the VENDEE shall not claim possession thereof till the additional charges as determined by the VENDEE shall not claim possession thereof till the additional charges as determined by the VENDEE shall not claim possession thereof till the additional charges.

- 3. THE VENDEE shall also be liable to pay to the VENDOR the charges, pro-rata as may be determined by the VENDOR for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the VENDEE to the VENDOR periodically as and when demanded by the VENDOR. The pro-rata share so determined by the VENDOR shall be final and binding on the VENDEE.
- 4. The VENDEE has borne all expenses for the completion of this Sale Deed including cost of stamps, registeration and other incidental charges.
- 5. The VENDOR and the VENDEE shall be bound by the terms and conditions of the aforesaid Purchase Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this Sale Deed, and as such form an integral part of this Sale Deed.
- 6. Without prejudice to the generality of the provisions contained in the preceeding clause 5 the VENDEE shall be bound to commence construction of the house on the said plot of land hereby sold as already agreed by him not later than three years from the date of this Sale Deed. In case the VENDEE fails to commence the construction within the stipulated period the VENDOR shall be entitled to proceed against the VENDEE according to the terms and conditions of the said Agreement which shall be deemed as incorporated in the Sale Deed and seek all such remedies against the VENDEE as are available to the VENDOR in terms of the said Agreement and according to law. PROVIDED that the VENDOR in its sole discretion may extend the period for the aforesaid construction upon payment of additional charges of Rs. 101per Sq. Mtr. per year or part of a year, and the VENDEE shall be bound to pay the same.
- 7. All rates taxes or other charges levied or leviable in respect of the said plot of land shall be payable and be paid by the VENDEE with effect from the date of execution of the Purchase Agreement referred to above.
- 8. If any provision of this conveyance deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this conveyance deed and to the extent necessary to conform to applicable law and the remaining provisions of this conveyance deed shall remain valid and enforceable in accordance with their terms.

Schedule 'A' of the said plot of land referred to above

All the rights	s, title and inte	rest of the VE	NDOR	into and upon tha	t piece a	and parc	el of land being
Plot No.	14		m-			10000 POSSUATI	
measuring	420	sq.	mtrs. ii	n the residential	colony	known	as DLF Qutab
Enclave Co	mpléx situate	d at Village	Ska	h seer			Tehsil & District
Gurgaon, (H	laryana) bour	ded as unde	r:—				
EAST	Plot	M-1/13	,				
WEST	Plot	m-1/15	-				
NORTH	Roal						
SOUTH	Plot-	m-3/13					
				referred to above			

Details of payments made by the VENDEE

Receipt No.	Date	Amount Rs.	Receipt No.	Date*	Amount Rs.
6466	24.7.84	70392	- 00		ns.
2832	27.2.85				
3779	26.3.85-	37372	-66		
2628	16-5.85				

IN WITNESS WHEREOF the said S. M. M. KRY Milk.

being the General Attorney of the said DLF Universal Limited, VENDOR hereunto set his hand at Delhi for and on behalf of the said DLF Universal Limited, VENDOR, the day and the year first hereinabove written. This Deed will be presented for registration before the Registering Authority and got registered by Shri Amrit Lal Jain S/o Shri Har Kishan Dass, Resident of 19/1/1, Adarsh Nagar, New Railway Road, Gurgaon, who has also been appointed as General Attorney of the VENDOR vide Power of Attorney dated 26.6.1981 registered in the office of the Sub-Registrar-III, New Delhi, as No. 2498, in Additional Book No. 4, Volume No. 958, on pages 7 to 11 on 27.6.1981 and authenticated by the Sub-Registrar-III, New Delhi as No. 155 in Additional Book No. 6, Volume No. 40 on page 160 on 26.6.1981, with powers inter-alia to appear before the registering authority and present for registration, acknowledge and get registered any deed or documents executed by or on behalf of the VENDOR and do all other acts, deeds and things to get it registered.

Witness

1. Hareniche Law Adv.

2. Krishan Kumar Yadav S/o Yad Ram R/o Vill. Kaliawas(Gurgaon) For DLF UNIVERSAL LTD.

GENERAL ATTORNEY (VENDOR)

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K.P. SINGH Managing Director & President

DLF UNIVERSAL LIMITED

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DLF Centre, 1E Jhandewalan Extension, New Delhi 110055, Phone: 512484 Telex: ND 31-66885 DLF IN

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Dear Mrs Chaudhuri

We have great pleasure in enclosing your Sales Deed duly registered in your favour, giving you complete ownership of Plot No. My have in the DLF Qutab Enclave Complex.

It is a privilege to welcome you to the exclusive fraternity of DLF Qutab Enclave Property Owners who are going to be members in a new experience in suburban living. We strongly believe that apart from the environment and a new life style, a sense of camaraderie and fellowship will be the moving spirit in the development of the Complex.

All arrangements to make DLF Qutab Enclave habitable and confortable are on, to make it possible for you to shift over in the near future.

Your happiness and a sense of belonging are our basic concern and we hope, your presence in DLF Qutab Enclave will be the begining of a continuing relationship.

Yours truly,

(K.P. SINGH)

Smt Sunanda Chaudhuri

42830, Chandhuri Circle He met, California 92344 U.S.A