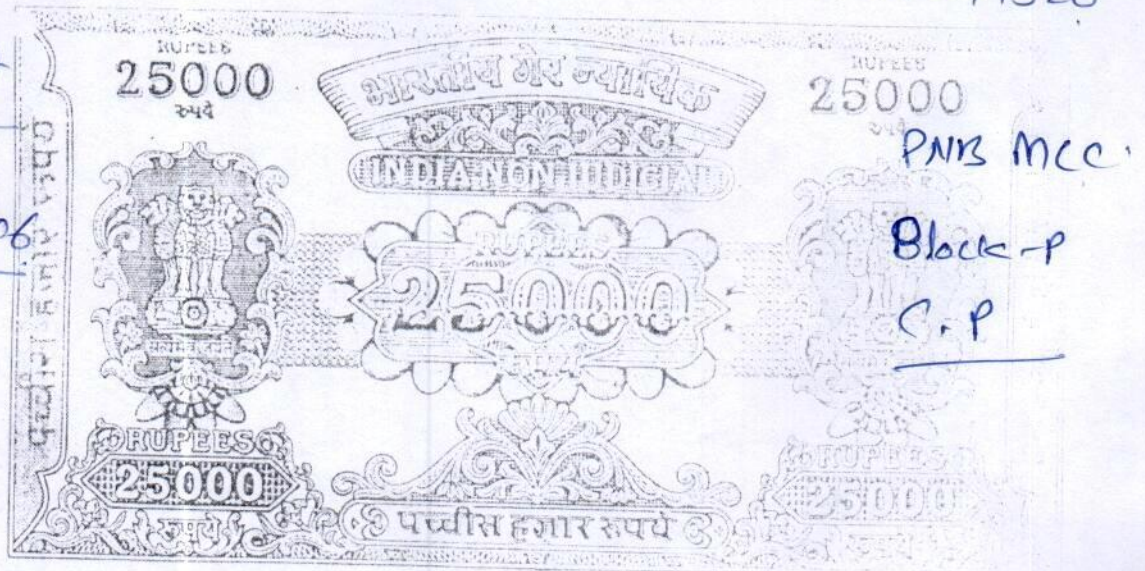


Coordinator Contact No - Mr. - CA Anurag Arora
9999041320

Dinesh Sawat

9868788906



02DD 318019

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19/8/04

manager
C. S. Joshi
8171998126

E15-FG(5)

SALE DEED FOR RS. 70,00,000/-

Branch Code 6038 mce Delhi aw

STAMP DUTY	RS. 3,50,000/-
CORPORATION TAX	RS. 2,10,000/-
TOTAL STAMPS	RS. 5,60,000/-

Shri Raghubir Saran Charitable Trust

Signature
Secretary

Debit

Dehi

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Phone no

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0200 318048

This Sale Deed is executed at New Delhi on this 19th day of August, 2004, by M/s Raghbir Saran Charitable Trust, a Charitable Trust, having its office at 40-42, Janpath New Delhi, through its Secretary Shri Abnish Babu Gaur S/o Shri B.R. Gaur R/o 40, Vidya Apartments, Inder Enclave, Rohtak Road, Delhi-110087, duly authorised vide Resolution passed in the meeting of the Board of Trustees held on 16.04.2004, hereinafter called 'THE VENDOR' (which expression shall mean and include its successors, legal representatives, administrators, executors, nominees and assigns).

-2-

Shri Raghbir Saran Charitable Trust

[Signature]

Secretary

[Signature]



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02DD 318047

IN FAVOUR OF

M/s M.M. Chhabra & Sons (HUF), a Hindu Undivided Family, through its karta Shri M.M. Chhabra S/o late Shri K.N. Chhabra R/o B-236, Chittaranjan Park, New Delhi, hereinafter called 'THE VENDEE' (which expression shall mean and include the said HUF, its members/ co-parceners, their legal heirs, successors, legal representatives, administrators, executors, nominees and assigns).

-3-

Shri Raghubir Saran Chhabra & Sons

[Signature]
Secretary

[Signature]



02DD 318046

WHEREAS by an Indenture of Perpetual Lease Deed dated 25th day of April, 1933, duly registered as Document No. 1838, in Addl. Book No. 1, Volume No. 35, on pages 15 to 24, on 12.6.1933, in the office of the Sub-Registrar, Delhi, the Secretary of the State for India in Council granted perpetual leasehold rights in respect of a plot of land admeasuring 41049 Sq. Ft., situated at Block 'E', Units 13 to 29, Circus 'D' situated at Connaught Place, New Delhi to THE PEOPLES BANK OF NORTHERN INDIA LIMITED and bounded as under;

EAST;	Service Road
WEST;	Main Road
NORTH;	Portion of Block 'E'
SOUTH;	Portion of Block 'E'

-4-

Sbr/ Raghubir S.

Secretary



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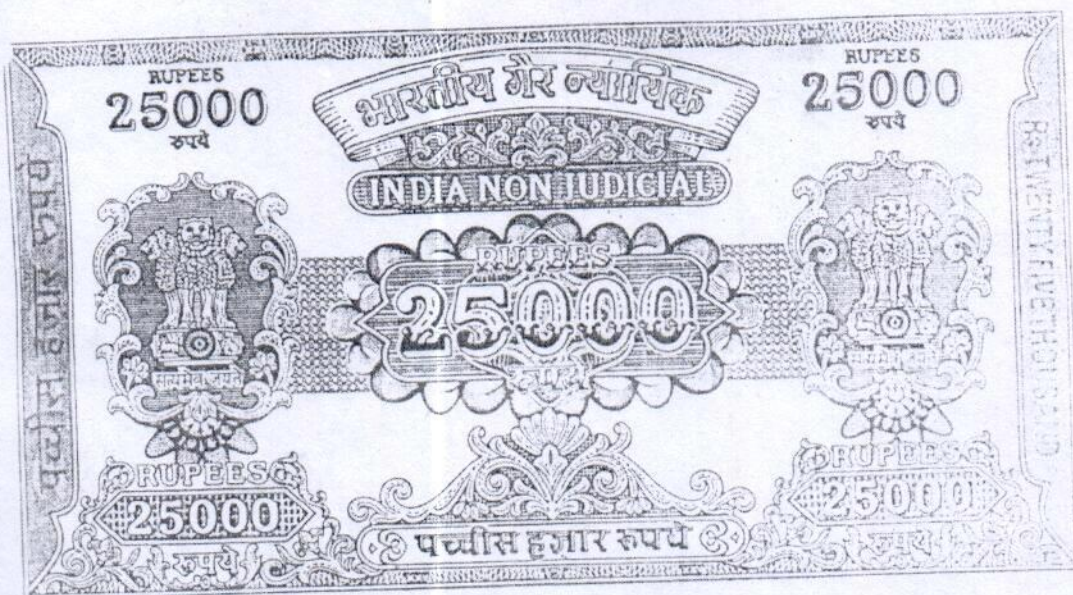
02DD 318045

AND WHEREAS after acquiring the said plot of land, the said THE PEOPLES BANK OF NORTHERN INDIA LIMITED constructed a Double Storeyed building on the said plot of land, with its own funds and resources, after getting the building plan sanctioned from the authorities concerned and also acquired rights of joint ownership to the common wall with adjoining Block belonging to M/s Gopi Nath, by an Agreement dated 7.11.1932, duly registered as Document No. 3463, in Book No. 1, Volume No. 1694, on pages 304 to 306, dated 14.11.1932, in the office of the Sub-Registrar, Delhi.

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Sd/- Raghbir Singh

Secretary



02DD 318044

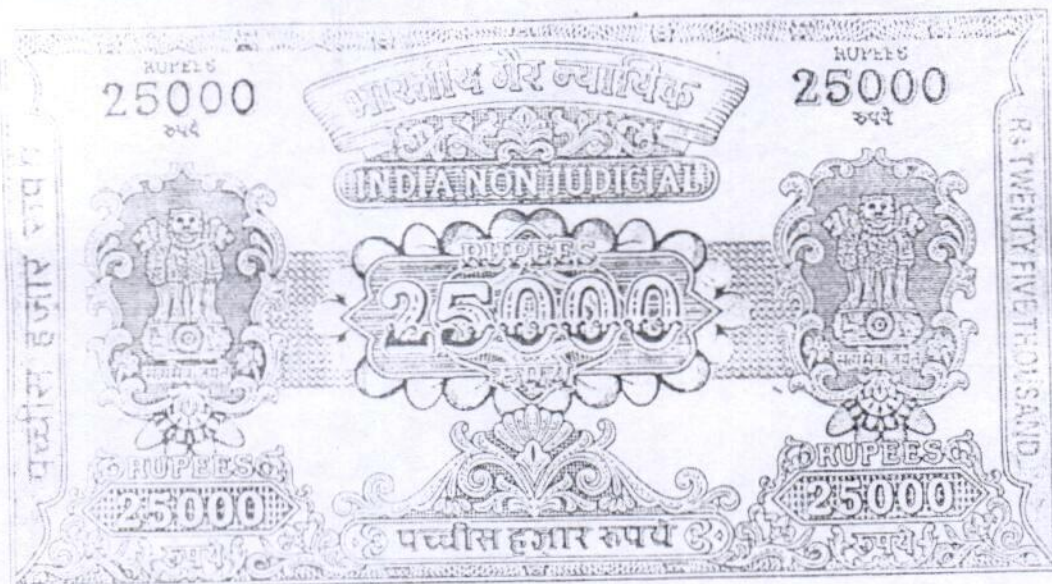
AND WHEREAS THE PEOPLES BANK OF NORTHERN INDIA LIMITED, sold all its leasehold rights, in the said plot of land alongwith the superstructure thereon, to Raghubir Saran, Har Saran Das and Shri Raghunandan Saran, vide Sale Deed dated 3.1.1935, duly registered as Document No. 39, in Book No. I, Volume No. 1795, on pages 62 to 71, on 9.1.1935, in the office of the Sub-Registrar, Delhi.

AND WHEREAS the said Shri Har Saran Das, transferred his 1/3rd (One-Third) undivided share in the said property, in favour of the other two co-owners namely Shri Raghubir Saran and Shri Raghunandan Saran, vide a Deed of Exchange dated 23.10.1952, duly registered as Document No. 324, in Addl. Book No. I, Volume No. 189, on pages 46 to 52, on 20.2.1953, in the office of the Sub-Registrar, Delhi and thus the said property became the joint property of Shri Raghubir Saran and Shri Raghunandan Saran, in equal shares.

-5-

Shri Raghubir Saran Charitable Trust

Secretary



02DD 318043

COPY

AND WHEREAS by a Deed of Partition dated 23.10.1952, duly registered as Document No. 325, in Addl. Book No. I, Volume No. 189, on pages 108 to 114, on 14.2.1953, in the office of the Sub-Registrar, Delhi, Shri Raghubir Saran and Shri Raghunandan Saran, partitioned their joint properties and the said property fell to the share of Shri Raghubir Saran.

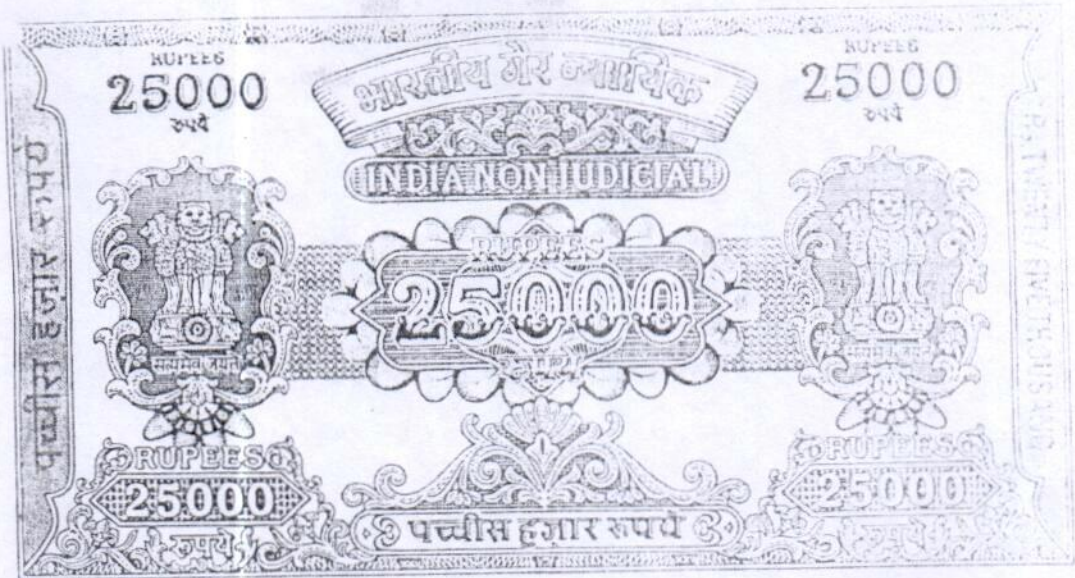
AND WHEREAS the said Shri Raghubir Saran, died intestate on 1.5.1956, leaving behind his widow, Smt. Kala Wati Saran, who inherited the said property on his death and after her death, under the law as then stood, her daughter Smt. Leila Aggarwal would have been entitled to a Widow's estate in the said property and after her death the said property would have devolved absolutely to her son Shri Harsha Kumar Aggarwal.

-7-

Shri Raghubir Saran

[Signature]
Secretary

[Signature]



02DD 318012

In order to accelerate the succession, both Smt. Kala Wati Saran and Smt. Leila Aggarwal surrendered their respective rights and interest in the said property in favour of the next heir, Shri Harsha Kumar Aggarwal by a Deed of Surrender dated 13.6.1956, duly registered as Document No. 3964, in Addl. Book No. 1, Volume No. 290, on pages 173 to 178, on 30.7.1956, in the office of the Sub-Registrar, Delhi.

AND WHEREAS in the manner aforesaid, the said Shri Harsha Kumar Aggarwal became the owner of the said property and subsequently added 606 Sq. Ft. of covered area on the First Floor and 10446 Sq. Ft. of covered area on the Second Floor, of the said property.

-8-

Shri Raghunath

Secretary



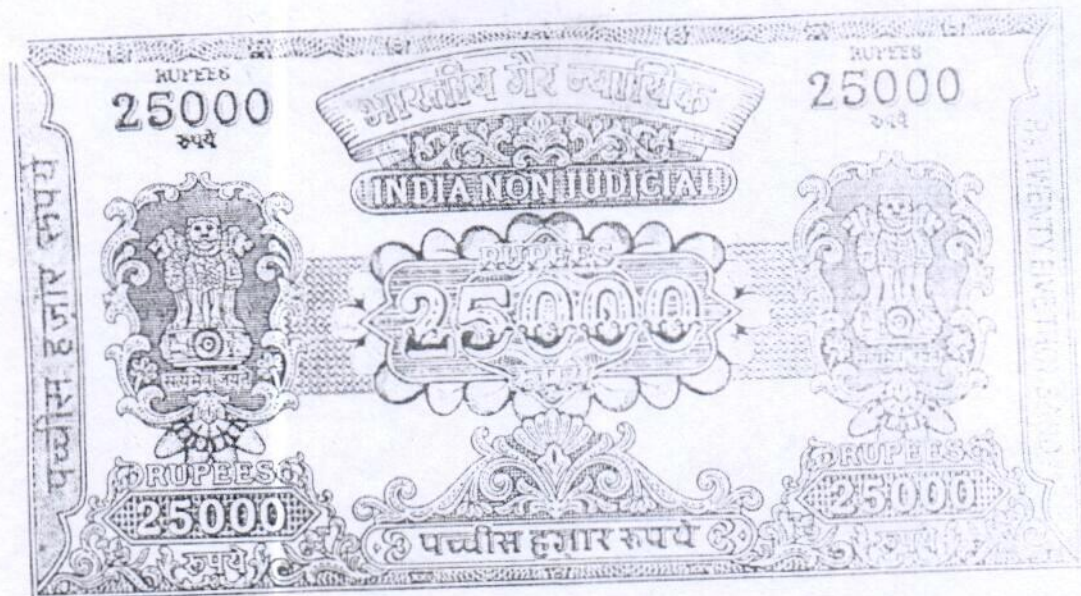
0200 318041

AND WHEREAS by a Deed of Trust dated March 30th, 1955, registered as Document No. 219, in Addl. Book No. 1, Volume No. 129, on pages 36 to 46, on 07.04.1955, in the office of the Sub-Registrar, Delhi, the said Shri Harsha Kumar Agarwal transferred to the trustees of Shri Raghunir Saran Charitable Trust all that his perpetual leasehold rights to the extent of 19,754 Sq. Ft., of land out of the total area of 41049 Sq. Ft., together with the ownership of main building consisting of 7 (seven) shops and showrooms bearing Municipal Nos. E-8 to E-14 and 12 Flats together on the First and Second Floors thereon, bearing Municipal Nos. E-34 to 39, complete with water, electricity and sanitary fittings and common right of ingress and egress to the occupants of the said main building from the back service road on 12 Ft. wide passages on both sides as delineated in the plan annexed to the said Trust Deed.

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Shri Raghunir Saran Charitable Trust

Secretary



02DD 318040

AND WHEREAS by a letter dated 22.11.1966 addressed by the Dy. Land and Development Officer, New Delhi, to the said Shri Harsha Kumar Aggarwal, the said area measuring 19754 Sq. Ft. of the said property, was duly mutated in the name of M/s Raghunir Saran Charitable Trust (the Vendor herein).

AND WHEREAS all additional coverage carried out in the aforesaid property was thereafter regularised under and by virtue of Supplementary Lease Deed dated 02.03.1967 (hereinafter called the "Supplementary Lease Deed") executed by the President of India in favour of the said Trust and registered as Document No. 2816, in Addl. Book No. I, Volume No. 1794, on pages 129 to 130, on 29.04.1967, in the office of the Sub-Registrar-III, New Delhi.

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Shri Raghunir Saran Charitable Trust

[Signature]
Secretary



02DD 318039

AND WHEREAS in the manner aforesaid, the Vendor became entitled to perpetual leasehold rights in the area measuring 19,754 Sq. Ft. of land forming part of the total area measuring 41049 Sq. Ft., situated in the units 13 to 29, Block 'E', situated at Connaught Place, New Delhi, together with double storeyed building thereon, consisting of 7 (seven) shops and showrooms bearing Municipal Nos. E-8 to E-14 and 12 Flats on the First and Second Floors thereon, bearing Municipal Nos. E-34 to 39, together with the aforesaid additional constructions on each floor, (hereinafter referred to as 'THE SAID PROPERTY') and the Vendor has full right, absolute authority to sell, dispose off and transfer the portion under sale in whole or in parts.

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Shri Raghunath Seran Charitable Trust

Secretary



0200 318038

AND WHEREAS the Vendor for its bonafide needs and requirements has agreed to sell, transfer, convey and assign to the Vendee and the Vendee has agreed to purchase all that Shop bearing Municipal No. E-14, on Ground Floor, having carpet area measuring about 1721 Sq. Ft. and built up area measuring about 1918 Sq. Ft., having entrance from front and rear Sides, (fully shown in Red Colour in the Plan annexed herewith), part of leasehold built up property, constructed on Plot Nos. 13 to 29, Block 'E', Circus 'D', situated at Connaught Place, New Delhi, with all leasehold rights, possession, privileges, easements and appurtenances, with all fittings, fixtures, connections, hereinafter referred to as 'THE SAID PORTION OF THE SAID PROPERTY' for a total consideration of Rs. 70,00,000/- (Rs. Seventy Lacs Only).

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Shri Reghubir Saran Charitable Trust

[Signature]
Secretary



02DD 318037

NOW THIS SALE DEED WITNESSETH AS UNDER:

That in consideration of the sum of Rs. 70,00,000/- (Rs. Seventy Lacs Only) which has been received by the Vendor from the Vendee, in the following manner :-

Rs. 10,00,000/- vide Cheque No. 324174, dated 17.05.2004
Rs. 60,00,000/- vide Cheque No. 052610, dated 19.08.2004
both drawn on Corporation Bank, Greater Kailash, New Delhi,

the receipt of which the Vendor hereby admits and acknowledges, in full and final settlement, the Vendor doth hereby sell, convey and transfer the said portion of the said property, (fully described above), alongwith proportionate undivided share in the land underneath, with all fittings, fixtures, connections, free from all encumbrances, unto the Vendee absolutely and forever.

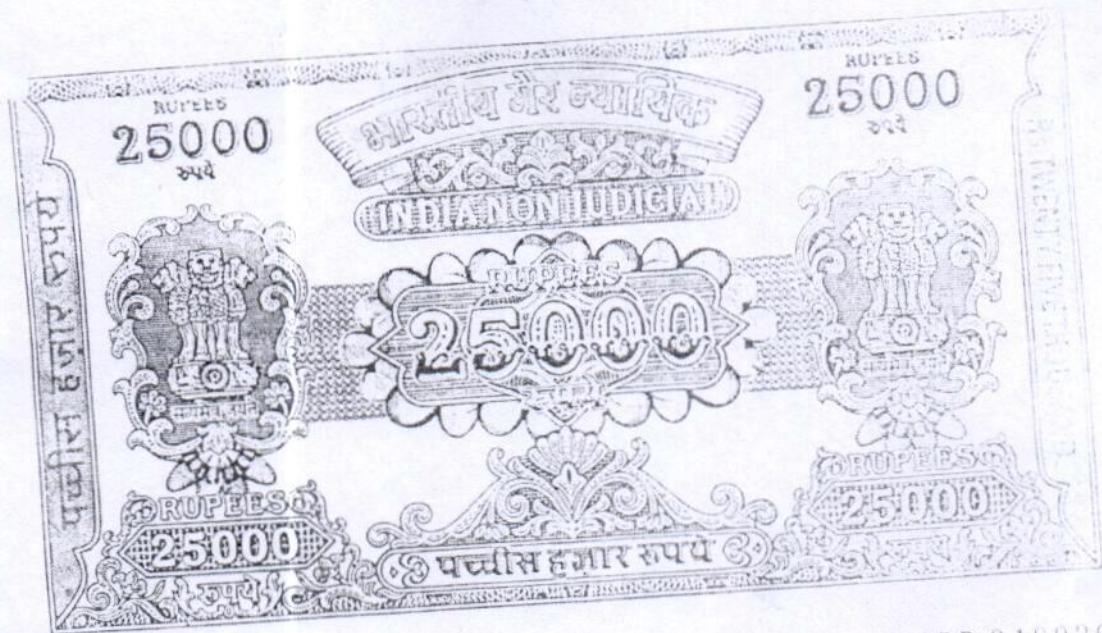
-13-

Shri Raghubir Saran Charitable Trust

[Signature]

Secretary

[Signature]



02DD 318036

That the said portion of the said property is in occupation and possession of M/s Uberoi Limited, as tenant, on a monthly rent of Rs. 775/- .

That the symbolic and proprietary possession of the said portion of the said property has been delivered by the Vendor to the Vendee.

That from the date hereof, the Vendee is fully entitled to receive, realise and recover the rent, from the said tenant, to deal with the said tenant directly, to get the said tenant evicted either through negotiation or through the process of law.

That the Vendor has represented that the Vendor has not granted any permission to the said tenant to sub-let the said portion of the said property or any part thereof. Further, the Vendor has not received any refundable security deposit from the said tenant.

Shri Raghubi Saran Charitable Trust

Secretary



02DD 318035

Now the Vendor has been left with no right, title, interest, claim or concern of any nature with the said portion of the said property and the Vende has become the absolute owner of the said portion of the

Secretary property, with full right to use, enjoy, sell and transfer the same as absolute owner/ Lessee without any objection/ hindrance by the Vendor or any other person claiming through or under the Vendor.

That the Vendor hereby assures the Vendee that the Vendor has neither done nor been party to any act whereby the Vendor's rights and title to the said portion of the said property may in any way be impaired or whereby the Vendor may be prevented from transferring the said portion of the said property.

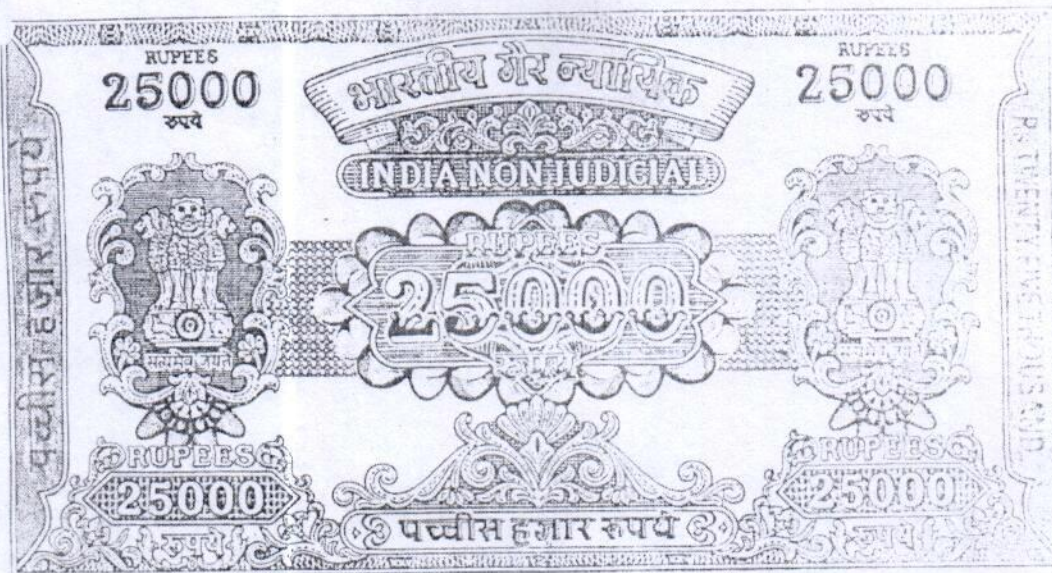
-15-

Shri Raghubir Saran Chatterjee Trust

A. Ram

Secretary

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0200 318034

That the Vendor declares and represents that the said portion of the said property is not subject matter of any HUF and that no part of the said portion of the said property is owned by any minor.

That the Vendor hereby assures, represents and covenants with the Vendee as follows:

- a) That the said portion of the said property is free from all encumbrances whatsoever or howsoever.
- b) That there is no order of attachment by the Income Tax Authorities or any other authorities under law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the said portion of the said property.
- c) That excepting the Vendor no body else have any right, title, interest, claim or demand whatsoever or howsoever in respect of the said portion of the said property.

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Shri Raghubir Saran Charitable Trust

A. Ram

Secretary

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02DD 318033

- d) That there is no legal impediment or bar whereby the Vendor can be prevented from selling, transferring and vesting the absolute title in the said portion of the said property, in favour of the Vendee.
- e) That there is no subsisting agreement for sale, in respect of the said portion of the said property hereby sold to the Vendee and the same has not been transferred in any manner whatsoever, in favour of any other person or persons.
- f) That the Vendor has a marketable title in respect of the said portion of the said property.
- g) That there is no notice of default or breach on the part of the Vendor or the Vendor's pre-decessors in interest of any provisions of law in respect of the said portion of the said property.

-17-

Shri/ Raghunath S.

[Signature]
Secretary

[Signature]



02DD 318032

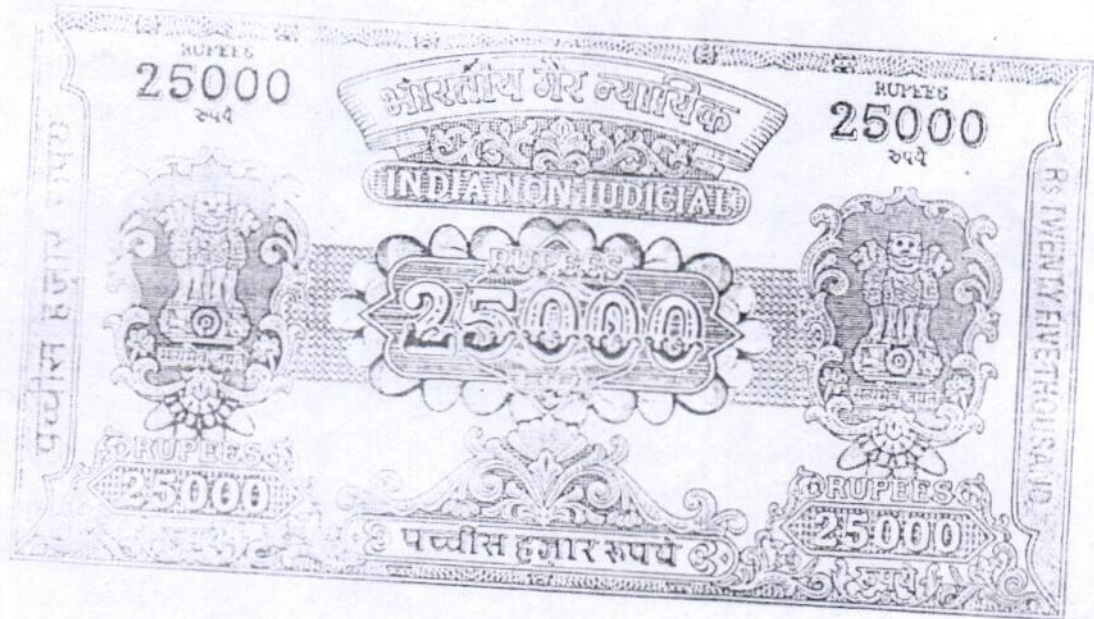
That the Vendor hereby further assures the Vendee that the said portion of the said property is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes, litigation, acquisition, requisition, attachment in the decree of any court, lien, court injunction, notices, claims, demands, Will, Trust, Exchange, prior agreement to sell etc. etc. and if it is ever proved otherwise, or in case any legal defect in the ownership and title of the Vendor is found and the Vendee suffers any loss or damage, then the Vendor will be liable and responsible to make good the loss suffered by the Vendee and shall keep the Vendee saved harmless and indemnified against all such costs, losses and damages accruing thereby to the Vendee, at the prevailing market value.

Sd/- Raghbir Saran Chaudhary 18-

[Signature]

Secretary

[Signature]



02DD 318031

That the Vendee can get the said portion of the said property mutated in its own name in the records of N.D.M.C./L&DO and other concerned authorities on the basis of this sale deed or its certified true copy.

That the land underneath the said property is on leasehold basis, hence the Vendor has assured the Vendee that due to any act or omission of the Vendor or the Vendor's pre-decessors in interest, no adverse order has been passed or no steps or action has been taken by the L&DO for re-entry of the property, whereby the Vendor has become incapable of transferring the said portion of the said property.

That the Vendor shall be responsible for all liabilities and shall pay all dues, taxes, ground rent, lease money, cesses, all sorts of taxes, penalties, demands, arrears and taxes, house-tax, assessment or any

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Shri Raghubir Saran Charitable Trust

Secretary



0200 315030

attachments made by any court of law etc. levied/leviable by the Land and Development Office/ New Delhi Municipal Council, in respect of the said portion of the said property upto the date of execution of this Sale Deed and thereafter the Vendee shall be responsible for the payment of the same.

That no common parts of the building will be used by the Vendee or other owners/ occupants of the said building for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles nor the common passage shall be blocked in any manner.

That the Vendee shall use the said portion of the said property for authorised purposes only. Goods of hazardous or combustible nature or which are so heavy so as to effect the structural safety of the said building or any part thereof, shall in no case be stored.

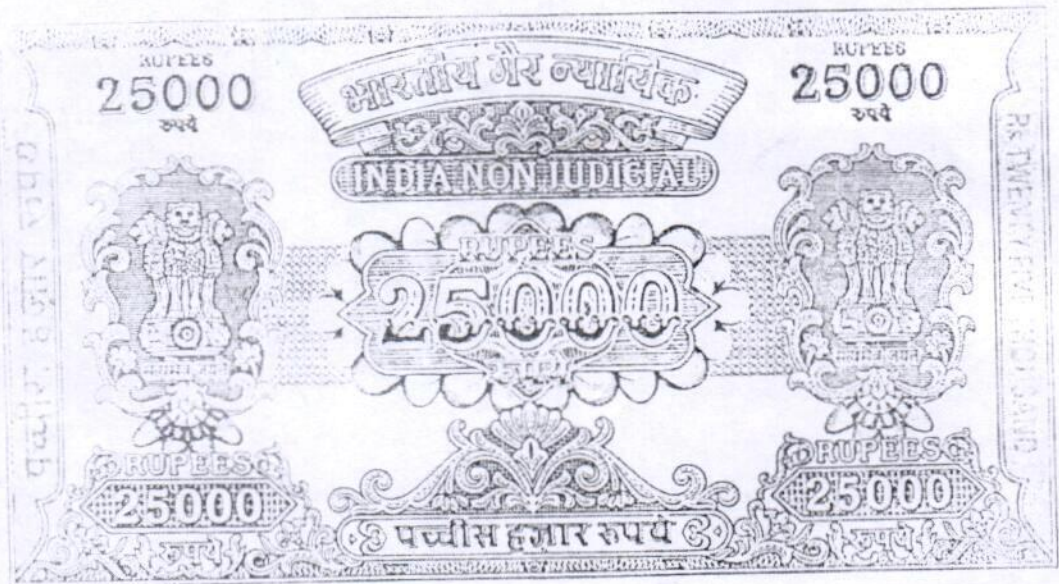
-20-

Dr. Raghbir Saran Chandra Prasad

[Signature]

Secretary

[Signature]



02DD 318029

That the said portion of the said property, shall be kept properly repaired and in good condition by the Vendee and the Vendee shall not do or allow to do any thing which may endanger or effect the other portions of the said building or hinder the proper and responsible use of such portions by the owners/occupants of such portions.

That the Vendee shall abide by all the laws.

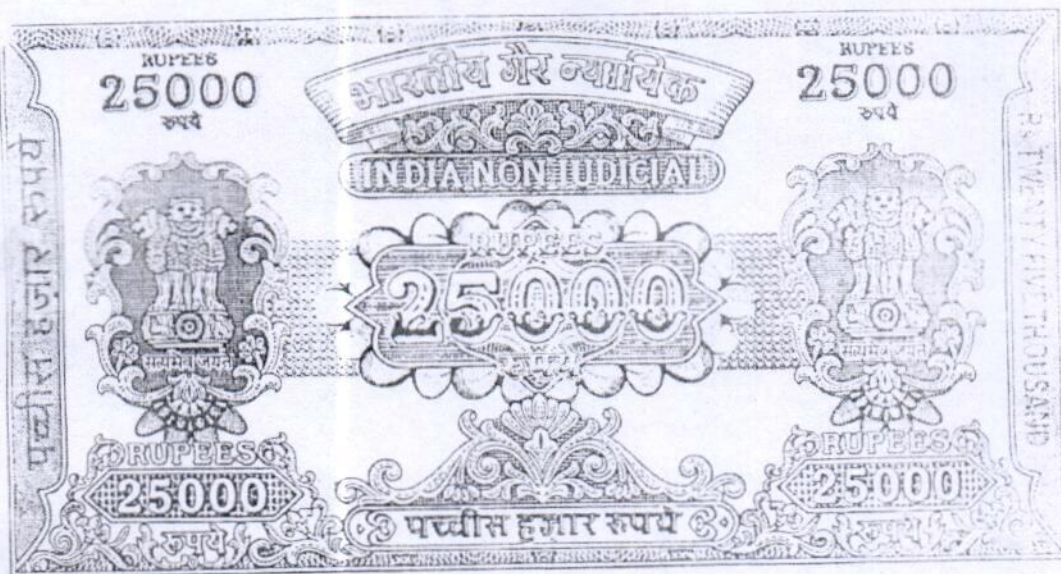
Shri Raghunath Saran Charitable Trust - laws, rules and regulations of New Delhi Municipal Committee/Local bodies or any other concerned authorities.

That the Vendee and all other persons concerning or connected with the Vendee shall have all right to ingress and egress to and from the said portion of the said property from front and rear sides of the said property.

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Shri Raghunath Saran Charitable Trust

Secretary



0200 318028

That the Vendee shall have no right, title, easements and interest of any kind whatsoever on the terrace of the said building and the Vendee or any other person claiming through the Vendee shall have no right to object if any additional construction is carried out on that terrace of the said building or further covered areas is raised by the Vendor, without causing any damage to the said portion of the said property.

That the Vendee shall be entitled to carry out any and all lawful changes, additions and/or alterations in the said portion of the said property, provided that :-

-22-

Sd/- Raghbir Saraf

[Signature]
Secretary

[Signature]



02AA 347845

i) No damage is caused to the structural integrity of the said property and that no load bearing walls or pillars are removed without prior arrangement with the Vendor to substitute the same so as not to undermine the safety of the structure;

ii) No damage is caused to the other portions of the said property of the Vendor or its successors or any other occupants and the Vendee shall keep them indemnified from and against any and all such damages and/or consequences thereof;

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Charitable Saran Charitable Trust

[Signature]
Secretary

[Signature]

That it is specifically agreed between the parties hereto that as the property hereby sold is a part of the said property of the Vendor. Hence the Vendee or any other person acting through the Vendee shall not do or cause anything to be done which may cause any damage or interference in the enjoyment of other portions of the building of which the property hereby sold, is a part.

That the Vendee can put, install or display any hoarding, signboard or neon signboard, emblem or any other publicity material etc., in any part of the said portion of the said property including Front.

Shri Raghubir Saran Charitable Trust
That the Vendee shall have full right to dig-out, construct and own the Basement underneath the said portion of the said property at its own cost, risk and expenses, as per bye-laws.

That according to terms and conditions of clause 11 of the Perpetual Lease Deed dated 25.4.1933, no prior permission for the sale of the said portion of the said property is required from the Land & Development Officer, New Delhi.

That the Vendee shall abide by all the terms and conditions of the Perpetual Lease Deed dated 25.4.1933.

Shri Raghubir Saran Charitable Trust

THE
The Vendor shall have no right to construct a basement underneath the portion sold to the vendee.

- 24 -

Shri Raghubir Saran Charitable Trust

Secretary

That the photostat attested copies of all relevant documents in respect of the said property have been handed over by the Vendor to the Vendee.

That all the expenses of this sale deed viz. stamp duty, Registration Charges etc., have been paid and borne by the Vendee.

That this transaction has taken place at New Delhi and as such Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this deed.

IN WITNESS WHEREOF, the Vendor and the Vendee have signed this Sale Deed at New Delhi on the date first mentioned above in the presence of the following witnesses;

WITNESSES:

1. *[Signature]*

(S. K. K. K. K.)

Shri Anand Nath
R2-31A
Gate No. 14
TKP EXT.

P. No. 03102003305809

FOR M/S RAGHUBIR SARAN CHARITABLE TRUST

[Signature]
Shri Raghubir Saran Charitable Trust

[Signature]
ABNISH BABU GALL
SECRETARY
VENDOR

2. *[Signature]*

SUCHIL VARSHNEY
9/1 SHRI GURU NARAIN
986 1st FLOOR
RADHEY SHYAM PARK
DELHI - 110051.

P. No. 03121949171556

FOR M/S M.M. CHHABRA & SONS (HUF)

[Signature]
M.M. CHHABRA
(KARTA)
VENDEE

Registered No. 6320
Vol. No. 1212
on this
and left
my Presence.

14th to 16th
en take

John Mary
Sub Registrar
New York
19/08/04



(~~202~~ $\times 6.5$) m².

$$\left. \begin{array}{l} w = 7.2 \text{ m} \\ L = 20. \text{ m} \end{array} \right\}$$

$$\frac{8 \text{ } w}{\lambda 20 \text{ } L}$$

Carpet.