

11.3.05

# SALE DEED for Rs. 65.00.000/-

Stamp Dupty @ 5%

Rs.3,25,000/-

Corporation Tax @3%

Rs.1,95,000/-

Total : Rs.5,20,000/-

0	Date 1//03/2005
	Deed Related Detail
Deed Name SALE WILLIAM AREA	
Land Detail	99387 001015
Tehsil/Sub Tehsil Sub Registra 1x	This Paper Can's of Published
Village/City 2 Vasant Village	Area of Building Of the art was Building Type Class A A A A War Land
Place (Segment) Vasand Villar	Building Type Class A Jay Kumus
	For D. C
Property Type Residential Area of Property 405.00 बीग गंज	Maritime S/ S/
	Money Related Detail ran Jit Singh)
Value 6,500,000.00 Rupees	Value of Stamp Duty 520,000.00 Rupees
Value of Registration Fee 100.00 Rupes	Pasting Fee 1.00 Ruppes
	Per S KAP
Presented by Sh/Smt. Jayant Ghadia S/o, V	W/o Late Baidhar Gladia & R/o K-1/130 C.R.Park
N.Delhi in the office; of the Registrar/S between the hours of	Sub Registrar, Delhi this 17/08/2005 day Thursday
between the hours of	Voyant II no chi
	of the same
Signature of Presente	Registrar/Sub Registrar
	Sub Registrar IX
	Delhi/New Delhi
Execution admitted by the said Shri/Smt/	/Km. Jayant Ghadia
and Shri/Smt./Km. Vijay Kumar Yadav	
Who is/are identified by Shri/Smt/Km. Be	enu Ahluwalia S/o W/o D/o V.K.Singh R/o F-10/8 Vasant
Three Shely Sint./Km P.S.Parmar S/o W/o D/	/o D.R.Parmar R/o 109 S.Park, N.Delhi
(Marginal Witness), Witness No. II is kno	
Contents of the document explained to the Having satisfied myself that this document	ne parties who understand the conditions and admit them nt was duly executed by Shri/Smt./KmJayant Ghadia
in his officially capcity, his attendance and	d signature are dispensed with and document is admitted
Vendor(s) Mortgagor(s) admit(s) prior rec	ceipt of entire consideration Rs. 6,500,000.00 Rupees sixty five
lakh Only.	1)
The Balance of entire consideration of Rs. paid to the	Rupees has been
pard to the	Kumar Yadav S/o, W/o R.C.Yadav WZ-48/2
Khyala N.Delhi R/o Benu Ahluwalia,	P.S. Parmar
vendee(s) /Mortgagee(s) in my presence. I	He/They is/are also identified by the aforesaid
witnesses.	1 Courte
	Registra Sub Registrar Sub Registrar IX
Date 17/03/2005	Delhi/New Delhi

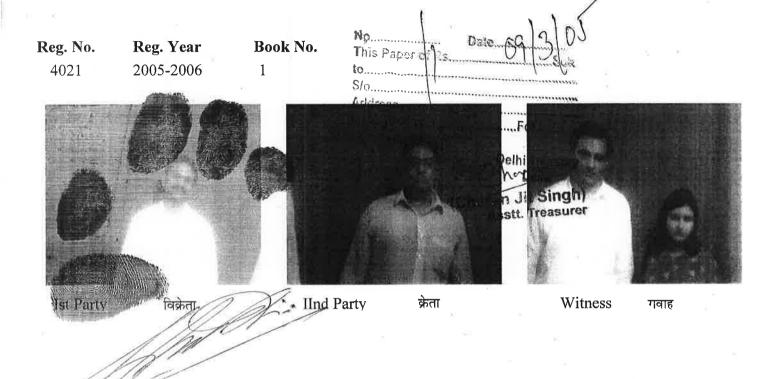




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This Sale Deed is executed at New Delhi, on this 17th day of March, 2005, by (1) Smt. Renu Devi, W/o Shri Satish Dev D/o Late Smt. Savita Anand R/o 30, New Tree Walk, Houslaw Middex, London, U.K., (2) Shri Rajiv Anand, S/o Shri Ram Dayal Anand R/o 99, Bulstrod Road, Hounslaw, London, U.K., (3) Smt. Ritu Mehalow W/o Shri Sunil Mehan, D/o Late Smt. Savita Anand R/o 4, Poppy Drive Thatcham Nevbury Berkshire, London, U.K., all through their General Attorney Shri Ram Dayal Anand S/o Shri Ram Krishan Anand R/o 39, Wood Field Road, Cranford Middex, London, U.K., appointed vide General Power of Attorney dated 03.11.2003 duly attested by Notary Public, U.K., and duly authenticated by Collector of Stamps, Hauz Khas, New Delhi, on 09.01.2004 (4) Shri Ram Dayal Anand S/o Shri Ram Krishan Anand, R/o 39, Wood Field Road,

HV.



Ist Party

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Ist Party

Jayant Ghadia

**IInd Party** 

Vijay Kumar, Yadav

Witness

Benu Ahluwalia

P.S.Parmar

Certificate (Section 60)

Registration No.4,021

in Book No. I Vol No 1,920

on page 15 to 38 on this date

**1**7/03/2005

day Thursday

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Date 17/03/2005

Sub Registrar IX New Delhi/Delhi



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Craford Middex, London, U.K., (5) Mrs. Sushma Sharma, W/o Shri B.B.L. Sharma D/o Late Smt. Parkash Devi R/o 328, DD Flats, New Delhi (6) Smt. Sukrita Ahluwalia W/o Shri Khas, Ahluwalia D/o Smt. Prakash Devi R/o 3-B, SPA, Sector-9, Bhilai, presently residing at New Delhi (7) Smt. Sunanda Sikand D/o Prakash Devi, R/o H-165, Sarita Vihar, New Delhi (8) Smt. Seth W/o Shri Vijay Kumar Seth D/o Late Smt. Prakash Devi R/o Flat No. 8, Kadambari Apartments, Sector-9, Rohini, Delhi (9) Chander Mohini Ahluwalia W/o Late Shri V.K. Singh R/o Smt. Kadambari Apartments, Sector-9, Rohini, (10)No. Baby Benu Ahluwalia (Minor), D/o Late Shri V.K. Singh R/o Flat No. 8, Kadambari Apartments, Sector-9, Rohini, Delhi, through her mother and Guardian Smt. Chander Mohini Ahluwalia, W/o Late V.K. Singh R/o Flat No.8, Kadambari Apartment, Sector-9, Delhi and (11) Smt. Neelam Ahluwalia, W/o Shri M.K. Ahluwalia D/o

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Late Smt. Prakash Devi R/o Dubai, U.A.E., presenting R/o B-68, Parshant Vihar, New Delhi, hereinafter called the VENDORS of the one part, represented through their constituted General Attorney SHRI JAYANT GHADIA S/O LATE SHRI BAIDHAR GHADIA, R/o K-1/130, Chittaranjan Park, New Delhi, appointed vide General Power of Attorney duly registered as document No.  $\underline{S471}$  in Book No. 4, Volume No.  $\underline{2166}$  on page  $\underline{168}$  to  $\underline{174}$ ; on  $\underline{01/05/2004}$ , in the office of the Sub-Registrar, New Delhi.

#### AND

Shri Jayant Ghadia, S/o Late Shri Baidhar Ghadia R/o K-1/130, Chittaranjan Park, New Delhi, hereinafter called the `CONFIRMING VENDOR' of the Second Part;

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### IN FAVOUR OF

SHRI VIJAY KUMAR YADAV S/O SHRI R.C. YADAV, R/O WZ-48/2, Khyala, New Delhi, hereinafter called the 'VENDEE' of the third part.

The expression of the terms the Vendors, Confirming Vendor and the Vendee, wherever they occur in the body of this Sale Deed, shall mean and include them, their respective heirs, successors, legal representatives, executors, nominees an assignees.

whereas by virtue of Perpetual Sub-Lease Deed, the President of India, through the Government Servant's Co-operative House Building Society Limited, granted unto Smt. Prakash Devi, W/o Shri Rattan Singh, Sub-Leasehold rights in perpetuity in respect

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of a residential plot of land bearing No. 8, in Street No. F-10, measuring 405 sq.yds., situated in the lay-out plan of the Said Society, in the colony known as 'Vasant Vihar', New Delhi, within the limits of Municipal Corporation of Delhi, (hereinafter referred to as 'THE SAID PLOT OF LAND') vide Perpetual Sub-Lease Deed dated 16.10.1968 duly registered as document No. 6810 in Addl. Book. I, Volume No. 2073, on pages 111 to 117, on 14.11.1968, in the office of the Sub-Registrar, New Delhi, and bounded as under :-

East Site/space for Toilet

West Plot No. 9

North : 15' wide Service Road

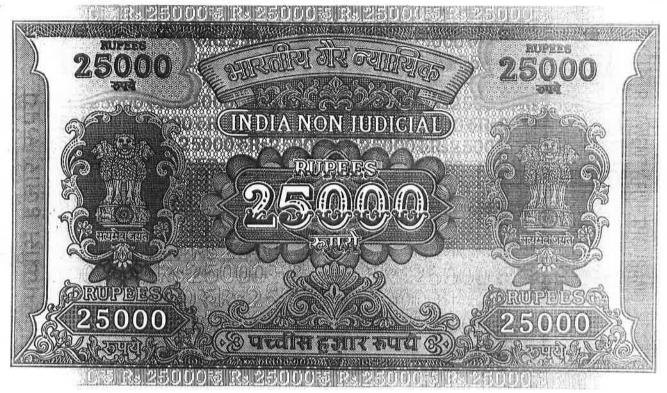
South : Street No. F-10.

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AND WHEREAS thereafter the said Smt. Prakash Devi, at her own cost and out of her personal marnings, after obtaining the necessary approvals and sanctions from D.D.A., constructed a building, fitted with all amenities such as water, electricity and sanitary connections on the Said Plot of Land, and also obtained Occupancy Certificate thereof from D.D.A. vide File No. F.31(47)71 Bldg. dated 07.10.1972. (The said plot of land alongwith super-structure standing thereon are hereinafter collectively referred to as "THE SAID ORIGINAL PROPERTY", which expression shall include all improvements, additions and alterations subsequently made therein or thereto as well as "all fixtures and fittings contained therein and the benefit of all water, electricity, power and sewerage connections therein deposits relative thereto).

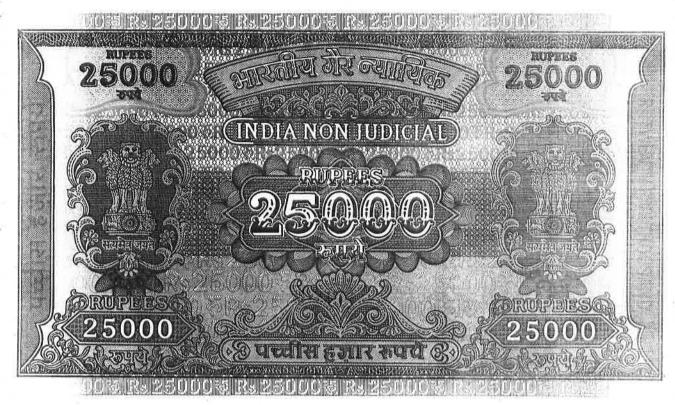
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AND WHEREAS the said Smt. Prakash Devi died intestate on 14.06.1978 (and her husband Shri Rattan Singh already predeceased her, having died on 12.01.1962), leaving behind her following legal heirs:-

1.	Smt.	Savita Anand		•••	Daughter
2	Smt.	Sukrita Ahluwalia		teriji	Daughter
3.	Smt.	Sushma Sharma	Ŧ	comp	Daughter
4	Smt.	Sunanda Sikand		_ <del>-</del> "	Daughter
5	Smt.	Neelam Ahluwalia		1000	Daughter
6	Śmt.	Meera Seth		name .	Daughter
7.	Shri	V.K. Singh		Ayran	Son.

AND WHEREAS the said Smt. Prakash Devi did not leave behind her any other legal heirs, except seven mentioned above and consequent upon her death the said property devolved upon them equally, to the extent of 1/7th undivided share each.

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and WHEREAS the said Smt. Savita Anand also died intestate on 17.06.1996, leaving behind the following legal heirs:-

1. Shri Ram Dayanand Anand

- Husband

2. Smt. Renu Dev

- Daughter

3. Smt. Ritu Mehan

Daughter

4. Shri Rajeev Anand

- Son.

AND WHEREAS the said Smt. Savita Anand did not leave behind her any other legal heirs, except four mentioned above and consequent upon her death all her rights, title, interest and share in the said property equally devolved upon them.

AND WHEREAS the said Shri V.K. Singh also died intestate on 15.10.1998, leaving behind his following legal heirs:

1. Smt. Chander Mohini Ahluwalia

- Widow

2. Baby Benu Ahluwalia

Adopted Daughter

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AND WHEREAS the said V.K. Singh did not leave behind his any other legal heirs, except two mentioned above and consequent upon his death all his rights, title, interest and share in the said property equally devolved upon them.

AND WHEREAS in the manner aforesaid, Smt. Sukrita Ahluwalia, Smt. Sushma, Smt. Sunanda Sikand, Smt. Neelam Ahluwalia, Smt. Meera Seth, Shri Ram Dayal Anand, Smt. Renu Dev, Smt. Ritu Mehan, Shri Rajeev Anand, Smt. Chander Mohini Ahluwalia and Baby Benu Ahluwalia, became the joint and absolute owners of the said property.

AND WHEREAS every since the date of death of Smt. Prakash Devi, there had been certain disputes and differences amongst her legal heirs which resulted in filing of a Suit for Partition and rendition of accounts by Smt. Savita Anand and others against V.K. Singh & Others, in the High Court of Delhi at New Delhi, vide Suit No. 980 to 1982.

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AND WHEREAS the aforesaid suit was transferred from Delhi High Court to the District Court, Delhi, due to change in the pecuniary jurisdiction. On transfer, the aforesaid suit was assigned to the Court of Dr. Naipal Singh Additional District Judge, Delhi and was registered as Suit No. 315/2002.

AND WHEREAS during the pendency of the aforesaid Suit, the parties amicably resolved and settled their disputes and differences outside the court and filed a compromise petition before the ADJ, Delhi wherein the shares of the respective parties were determined. Further, the Hon'ble Court passed a preliminary Decree on 01.07.2003 in terms of the compromise.

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AND WHEREAS the Hon ble Court of ADJ, Delhi vide Order dated 09.09.2003 came to the conclusion that it is not possible to divide the above property by meets and bounds, Accordingly, under the provisions of the Partition Act, directed the property to be partitioned by sale. The Confirming Vendor herein (Shri Jayant Ghadia) was also appointed as Receiver of the above property vide said Order dated 09.09.2003 with direction to take possession of the Said Property. The Confirming Party was accepted as the buyer of the Said Property pursuant to the mutual consent of all the parties to the suit.

AND WHEREAS in compliance of the order of the Hon'ble Court, the Confirming Vendor as Receiver and Purchaser of the Said Property took vacant, physical possession of the Said Property on 19.09.2003.

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AND WHEREAS on an application moved by the Confirming Vendor before the Hon ble Court of ADJ, Delhi, Baby Benu Ahluwalia, the adopted daughter of Smt. Chander Mohini, was impleded as a party in the aforesaid Suit, the preliminary decree dated 01.07.2003 was amended and Smt. Chander Mohini was appointed as guardian of her adopted daughter Baby Benu Ahluwalia and directed to deposit her 50% share in the fixed deposit of Minor, vide Orders dated 06.10.2003. Further, by virtue of the said Orders and compromise between the parties, the shares of the parties to the said Suit were finally determined as under:-

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	NAME	OF REGISTERED OWNER(S)	UNDIVIDED SHARE IN SAID PROPERTY
٦.	Smt.	Renu Dev	3.125%
2.	Shri	Rajiv Anand	3.125%
3.	Smt.	Ritu Mehan	3.125%
4.	Shri	Ram Dayal Anand	3.125%
5.	Smt.	Sushma Sharma	12.5%
6.	Smt.	Sukrita Ahluwalia	12.5%
7.	Smt.	Sunanda Sikand	12.5%
8.8	Smt.	Meera Seth	12.5%
9.	Smt.	Chander Mohini Ahluwalia	12.5%
10.	Baby	Benu Ahluwalia (Minor)	12.5%
11.	Smt.	Neelam Ahluwalia	12.5%

AND WHEREAS consequently all the disputes and differences between the parties to the said Suit came to an end and the suit has finally been compromised.

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AND WHEREAS the sub-leasehold rights in respect of the Said Plot of land were duly converted into freehold in the joint names of the Vendors by the President of India, vide Conveyance Deed dated 26.04.2004 duly registered as document No.962, in Addl. Book No. I, Volume No. 1130, on pages 188 to 190, on 26.04.2004, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS the Vendors and the Confirming Vendor had entered into an Agreement to Sell in respect of the sale and purchase, respectively, of the aforesaid Property bearing No. F-10/8, Vasant Vihar, New Delhi, measuring 405 sq.yds., on the terms and conditions contained therein.

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AND WHEREAS the Confirming Vendor got the aforesaid property constructed under collaboration from the Builders namely (1) M/s Sri Venkatesh Builders, havings its office at D-64, Defence Colony, New Delhi, through its Partners Shri Sanjeev Bhatia, tate Shri J.P. Bhatia R/o G-207, Lane W-13, Sainik Farms, Delhi, and Shri Ajay Bharti, S/o Late Shri O.P. Bharti, R/o D-28, New Delhi and (2) M/s Shield Homes Private Limited, Kalkaji, having its Registered Office at C-I/216, Lajpat Nagar, New Delhi, through its Director Shri S.S. Bhatia, vide Collaboration Agreement dated 8th May, 2004, whereby and where under the entire Second Floor, consisting of one Drawing-cum-Dining Hall, four bedroom with attached bedrooms, one kitchen, one lobby, front and rear balconies, with entire terrace over and above the entire second floor (except area of 🛲 Servant Quarters i.e. 🞞 for the owners of ground floor and one each for the owners of

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and Second Floor, and common w.c.) with Terrace Garden to be built on the said terrace, with one Servant Quarter with common w.c. on the terrace above the second floor, of the aforesaid property, alongwith 30% undivided, indivisible and impartible share of ownership rights in the land underneath, falls on the share of the Confirming Vendor, and the other Portions of the Property falls on the share of the above named builders.

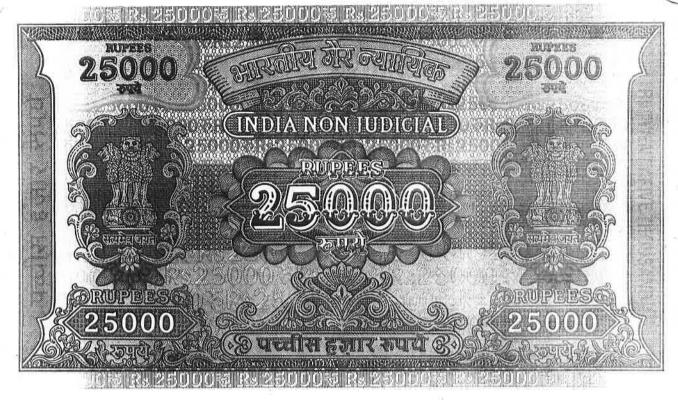
AND WHEREAS the Vendors/Confirming Vendor, for their bonafide needs and requirements, have agreed to sell the Entire Second Floor, consisting of one Drawing-cum-Dining Hall, four Bedrooms with attached Bathrooms, one Kitchen, one Lobby, Front and Rear Balconies, with entire Terrace over and above the entire Second Floor (except area of Three Servant Quarters i.e. one each for the owners of Ground Floor, First and Second Floor, and common w.c.) with terrace Garden to be built on the said Terrace with one Servant Quarter with common w.c. on the Terrace above

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(Charan Jit Singh) Asstt. Treasurer



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the Second Floor, with super-structure standing therein, fittings & fixtures, water and electric connections therein, of the Property bearing No. F-10/8, Vasant Vihar, New Delhi, measuring 405 sq.yds, on AS IT IS WHERE IT IS basis, together with 30% undivided, indivisible and impartible share of ownership rights in the land underneath (hereinafter collectively referred to as "The Said Portion"), unto the Vendee, for a total sum of Rs.65,00,000/- (Rupees Sixty Five Lac only) and Vendee has agreed to purchase the same from the Vendor/Confirming Vendor, for the same amount.

# NOW THIS SALE DEED WITNESSETH AS UNDER :

1. That in pursuance of this Sale Deed and in consideration of a total sum of Rs.65,00,000/- (Rupees Sixty Five Lac only) which has been received by the Vendors/Confirming Vendor from the Vendee, in the following manner:-

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For

Delhi Treasury

(Charan Jit Singh) Asstt. Treasurer



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a) Chq. No. 880730 at. 16/9/03 for Rs. 5,00,000/drawn on Standard Chartered Benk, Crungan Hangana

b) Chq. No. 2 32654 at. 2 1/10/03 for Cr. 30,00,000/= drawn on ICICI Bende Jandepeni N.D.

c) Chq. N° 232666 df. 15/3/04 for Rs. 20,00,000/drawn on ICICI Benk Jamkpeni ND

d) Chq. No. 0.29783 dt. 8/9/04 for Rr. 10,00,000/drown on ICICI Bende Jankepuisi, ND.

in full and final settlement, the receipt of which the Vendor/Confirming Vendor admit and acknowledge hereby. Nothing is left due to be paid by the Vendee to the Vendors or the Confirming Vendor against the Said Portion.

2. That the Vendors/Confirming Vendor have handed over the vacant, lawful and physical possession of Said Portion, hereby sold, to the Vendee on the spot.

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- 3. That now the Vendors and Confirming Vendor doth hereby sell, convey, transfer and assign all their rights in the Said Portion with super-structure standing therein, alongwith 30% undivided, indivisible and impartible share of ownership rights in the land beneath the same, including easements and appurtenances, whatsoever, pertaining to the said Portion TO HAVE AND TO HOLD THE SAME unto the Vendee, ABSOLUTELY & FOREVER.
- 4. That the Vendors and Confirming Vendor admit that they have been left with no right, title, interest or lien of any nature whatsoever in the Said Portion, hereby sold, and the same has become the absolute property of the Vendee, for all intents and purposes, with the right to use, enjoy, sell and transfer the same by whatever mean the likes, without any demand, objection, claim or interruption by the Vendors/Confirming Vendor or any person(s) claiming under or in trust for them.

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- That the Vendors and the Confirming Vendor have assured the Vendee that the aforesaid property it freehold in nature and the said Portion is free from all kinds of encumbrances, such prior sale, mortgage, gift, will, lien, litigations, disputes, loan, surety, security, Income Tax or Tax attachments, disputes, injunction, family or religious other registered unregistered hypothecation, or or any and if it is proved otherwise then encumbrances, etc., Vendors and the Confirming Vendor shall be liable and responsible to indemnify all the losses/damages, thus suffered by the Vendee.
- 6. That the Vendors/Confirming Vendor shall pay the House Tax, Water and Electricity charges and other dues & demands of the concerned authorities in respect of the Said Portion, upto the date of handing over the vacant and physical possession of the said Portion to the Vendee, and thereafter the same shall be paid by the Vendee.

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- 7. That a separate electric meter and a separate water meter has been provided to the Vendee exclusively for said Portion. The said electric meter and water meter shall be the property of the Vendee, who can get the same transferred in his name in the records of Electric Company and Delhi Jal Board, at his own costs and expenses.
- 8. That the Vendee can get the said Portion assessed individually in his own name in the records of M.C.D. for the payment of individual house tax.
- 9. That the common services, facilities and amenities in the said property such as stairs, passage, entrances, and other common services in the said property shall remain common for all the occupants of the building.

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