



DELHI DELHI

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Perpetual Lease Deed was
 granted unto Shri B.D. Kataria
 (Shri B.D. Kataria, S/o Shri Motu Ram Kataria,
 leasehold rights in perpetuity in respect of a
 residential plot of land bearing No. 20, Block 'D',
 measuring 133.33 Sq. Yds., situated at Defence Colony,
 New Delhi within the limits of Municipal Corporation of
 Delhi. Hereinafter referred to as 'THE SAID PLOT OF
 LAND'. The Perpetual Lease Deed dated 05.05.1961, duly
 registered as Document No. 4625, in Addl. Book No. 1,
 of pages 117 to 120, on 25.06.1961, in
 the office of the Sub-Registrar, New Delhi and bounded
 as under:

Gurish Chanchay
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Gurish Chanchay
[Signature]



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AND WHEREAS the said Shri B.D. Kataria at his own cost and out of his personal earnings after obtaining the necessary approvals and sanctions from the concerned authorities constructed a residential building fitted with all amenities such as water, electricity and telephone connections on the said plot of land and obtained the Occupancy Certificate thereof on 04.07.1963. (The said plot of land

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Genesh Chavhaney
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super-structure standing thereon are
collectively referred to as THE SAID
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 and
thereon.

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WHEREAS the said Shri B.D. Kataria died on 04.07.1990, leaving behind his last Will and Testament dated 02.07.1990, duly registered as Document No. 2468, in Adjl. Book No. III, Volume No. 558, on pages 162 to 168, on 02.07.1990, in the office of the Sub-Registrar, New Delhi, whereby and whereunder he bequeathed the said property in favour of Shri Bisham Kumar Kataria (the Vendor) absolutely and forever.

AND WHEREAS the said property was duly mutated/substituted in the name of the Vendor herein, in the records of L&DO, New Delhi, vide their Letter No. L&DO/P.S.III/704, dated 17.10.1995.

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WHEREAS the Vendor also got the leasehold rights in respect of the said plot of land converted into freehold in his own name, from the President of India, vide Conveyance Deed dated 06.08.2000, duly registered as Document No. 10760, in Addl. Book No. 1, Volume No. 3005, on pages 167 to 170, on 09.09.2000, in the office of the Sub-Registrar-V, New Delhi.

WHEREAS the Vendor entered into Collaboration Agreement dated 20.01.2005 with Shri Girish Chanchay (the Confirming Party herein), for the re-development/re-construction of a residential building on the said plot of land.

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with effect pursuant to the said
 correspondence agreement dated 20.01.2005, the Confirming
 Party re-developed and re-constructed a residential
 building on the said plot of land, comprising of
 Basement, Ground Floor, First Floor, Second Floor and
 Third Floor with terrace, after getting the building
 sanctioned from M.C.D. vide their File No.
 dated 27.01.2005.

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WHEREAS as per the terms and conditions of the said Collaboration Agreement, the Confirming Party is fully entitled to hold, own, sell and to receive the sale proceeds in respect of the Entire First Floor with One Servant Quarter with common Toilet/Bath on the top terrace, alongwith proportionate undivided, and unpartible ownership rights in the said portion measuring 310.03 sq. Yds., in his own name, as owner thereof and is further entitled either to get the Sale Deed (s) in respect of the aforesaid portion registered either in his own name or in the name of his nominee(s).

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AND WHEREAS the Confirming Party has appointed the Vendees as its nominee in respect of the portion of the sale and therefore this Sale Deed is being executed accordingly.

AND WHEREAS the Vendor and the Confirming Party have agreed to sell, convey, transfer and assign the said plot of land measuring 333.33 Sq. Yds. and the Vendees have agreed to purchase the said plot of land with One Servant Quarter with common Toilet Room on the top terrace, alongwith proportionate undivided, indivisible and impartible ownership rights in the said plot of land measuring 333.33 Sq. Yds., bearing No. D-20, situated at Defence Colony, New Delhi, with all rights, title and interest, easements, covenants and the appurtenances thereto, with all fittings,

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connections, structure standing thereon, with
common driveway, lift, entrances,
passages, staircase and other common facilities and
amenities provided therein; hereinafter referred to as
THE SAID PORTION OF THE SAID PROPERTY for a total
consideration of Rs. 1,00,00,000/- (Rs. One Crore Only).

FOR THIS SALE DEED WITNESSETH AS UNDER:-

That in consideration of the sum of Rs.
(Rs. One Crore Only) which has been
received by the Confirming Party on behalf of the Vendor
from the Vendees, in the following manner:

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Rs. 19,00,000/- vide Cheque No. 059582 dated 17.11.2005
drawn on State Bank of India,
Pooch Bagan, Kanpur (U.P.)

Rs. 45,00,000/- vide Cheque No. 489266 dated 30.11.2005
Rs. 45,00,000/- vide Cheque No. 489268 dated 30.11.2005

both drawn on ABN AMRO Bank Limited,
payable at New Delhi,

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of which the Confirming Party hereby
 admits and acknowledges in full and final settlement.
 the Vendor and the Confirming Party do hereby grant,
 convey, sell, transfer and assign all their rights,
 titles and interests in the said portion of the said
 property, fully described above, together with
 undivided indivisible and impartible
 common rights of the said plot of land to the
 vendees, on the terms and conditions herein contained
 provided that nothing herein stated shall confer or

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... have conferred upon the Vendees exclusively
any right or title to the common driveway, lift,
overhead water tanks, sewers, water meters
and other common facilities to the exclusion of the
Vendor and the Confirming Party and on the Vendees or
owners or occupants of the other units of the said

... that the actual physical vacant possession of
the said portion of the said property has been delivered
by the Vendor and the Confirming Party to the Vendees on
the spot.

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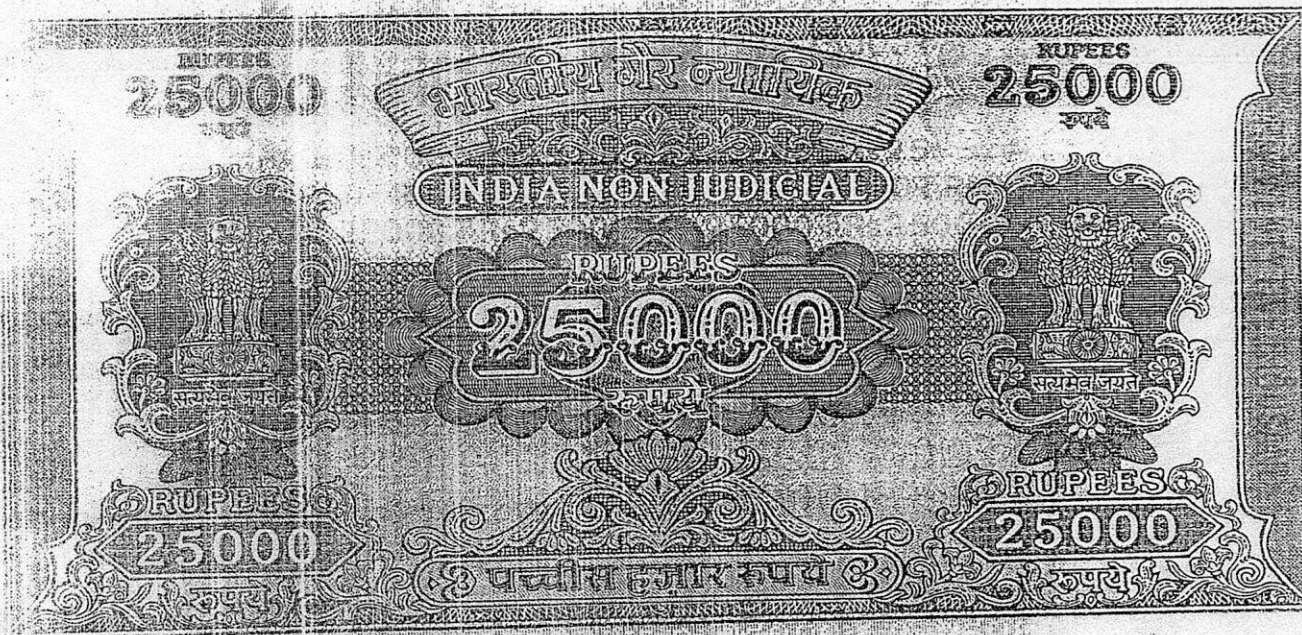
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Now the Vendor and the Confirming Party have been left with no right, title, interest, claim or concern of any nature with the said portion of the said property and the vendees have become the absolute owners of the said portion of the said property, with full right to use, enjoy, sell and transfer the same as absolute owners without any hindrance or objection by the Vendor and the Confirming Party or any other person claiming from them.

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Gurash Chaudhary
Witness

Gurash Chaudhary
Witness



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That the vendor and the Confirming Party
 hereby assure the Vendees that they have neither done
 nor been party to any act whereby their rights and title
 to the said portion of the said property may in any way
 be impaired or whereby they may be prevented from
 transferring the said portion of the said property.

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That the Vendor and the Confirming Party, hereby declare and represent 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

That the Vendor and the Confirming Party assure the vendees that the said portion of the said property is free from all kinds of encumbrances such as sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, lien, court order, will, Trust, Exchange, Lease, legal flaws, Agreement to Sell etc. etc. and if it is

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the said portion of the said property is ever taken away from the possession of the vendees or should there be any defect in the ownership and title of the vendor and the confirming party, then the Vendor and the confirming party will be liable and responsible to make good the loss suffered by the vendees and shall keep the vendees indemnified, saved and harmless against all such losses, costs, damages and expenses accruing thereby to the vendees.

That the vendees can get the said portion of the said property mutated in their own names in the records of the Govt. and other concerned authorities on the basis of this deed or its certified true copy.

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that the house tax water and electricity
and gas and other charges demands if any payable in
respect of the building on of the said property shall
be paid by the vendee upto the date of handing
over of the property to the vendee and thereafter the
same shall be payable for the payment of the same

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That no common parts of the building will be
used by the vendees or other owners/ occupants of the
building for keeping/chaining pets, dogs, birds or
other animals, motor cycles nor in any common
manner.

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at the owners/occupants of the said
of address
at all necessary
repairs/ cleaned and
That similar condition
underground water tank and booster

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Gurash Khosla
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if the Confirming Party has provided
 a gas electric meter and a separate water
 for the exclusive use of the owner
 of the said portion of the said property.

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at the stairs, overhead water tank, passage
common services in the said property shall
and as shall use and enjoy them
shall also proportionately share the
expenses incurred from time to time for the maintenance
of the said common services with the other occupants of
the said building.

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that the sale consideration includes the
 amount for electricity and water connections and
 deposits made with the concerned
 authorities. The vendees shall be entitled to get the
 electricity and water connections transferred
 in their favour alongwith the security deposit with
 Electric and Water Departments etc.

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That the Confirming Party has provided Five
 Servant Quarters with Common toilet/bath, on the Top
 Terrace, and Servant Quarters each for the usage of the
 occupants of the Basement, Ground, First, Second
 Floors. However, it is agreed between the
 owner(s) of the Terrace shall have full
 right to raise further construction on the entire
 terrace, as and when permitted by the M.C.D. in future
 and in such event, the owner(s) of the Terrace shall re-
 build these Servant Quarters alongwith common
 toilet/bath (of the same size and same location) on the

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...also ensure that during the course of ...
...damage is caused to the existing ...
...the building, and the normal water supply is

...that the Vendor has provided a Lift, in the ...
...said building for the common use of the owners/occupants ...
...of the First Floor, Second Floor and Third Floor of the ...
...said property and the expenses for the running of the ...
...said lift, such as salary of the liftman, periodical ...
...maintenance charges, electricity consumption charges ...
...borne by them, proportionately.

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That the proportionate common maintenance charges shall be paid by all the occupants /owners of the said building in proportion of the area occupied by them.

That the vendees shall have, as a matter of right, right to use all entrances, passages, staircases and other common facilities as are available in the said building.

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