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SAVITA SINGHA PAN-AUVPS6122J

R-8697

VENDOR



GAGAN SHARMA PAN-AWEPS4425P

ENDEE

SALE DEED

Sale Consideration of Rs. 17,30,000/: H-WEST DELY

Stamp Duty @ 3% Corpn. Tax @ 3% Total Rs. 51,900% 51,900/-Rs.1,03,800/-

Stamp Duty Paid

Rs.1,06,200/-

Stamp Duty Calculations

Property Under Sale

Name of locality

Portion of First Floor of Three

Stories Property

Tagore Park

South Sing

Category of locality Colony Serial No.

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Rs.9,41,542

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Property use : Residential

No. of Stories : Three

Area of plot : 129.58 sq. mtrs./3

Applicable Rate : Rs.21,800/-

Land Cost : 43.19 X Rs.21,800/-

Rate of Construction : / Rs.7,600/- per sq.mtr.

Year of Construction : After 2000

Plinth Area : 103 sq. mtrs.

Cost of Construction : 103 X Rs.7600/-=

Rs. 7,82,800/-

Total Cost : <u>Rs.17,24,342/-</u>

Amount of Transaction : Rs.17,30,000/-

Stamp Duty payable @6% : Rs.1,03;800/-/-

Stamp Duty Paid : Rs.1,06,200/-

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This "Sale Deed" is executed at Delhi on this day of July, 2008 by Smt. Savita Singhal wife of Shri Ashok Singhal resident of 88, Tagore Park, Delhi-110009, (hereinafter called the "Vendor").

*** IN FAVOUR OF****

Shri Gagan Sharma son of late Shri Ashok Sharma resident of Q-17, Model Town-I, Delhi (hereinafter called the "Vendee").

The expression of terms the Vendor and the Vendee shall mean and include the parties, their respective heirs, successors, legal representatives, administrators, executors and assigns.

Whereas the Plot bearing No.88, area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-operative House Building Society Ltd., colony presently known as Tagore Park, Delhi-110009, was allotted on lease hold basis to Shri Dharam Bir Vedi son of Shri Ram Labhaya, by the President of India, through the society, on the basis of Perpetual Sub-Lease Deed dated 21.12.1979, registered as document No.4608, in Additional Book No.I, Volume No.3796, on pages No.05 to 15, registered on 29.12.1979, duly registered in the office of Sub-Registrar-I, Delhi, which is bounded as under:-

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East

Road 30 ft.

West

Service Lane 15 ft.

North

Plot No.89.

South

Plot No.87.

And Whereas the said Shri Dharam Bir Vedi constructed the building on the said plot of land at his own costs, funds, income and resources etc. etc. after getting the plan sanctioned from the concerned authority.

And Whereas later on the said Shri Dharam Bir Vedi got the above said property converted into freehold from leasehold basis from the basis of the Lessor/Delhi Development Authority, New Delhi, vide Conveyance Deed dated 16.01.1995, executed by the President of India, through the Delhi Development Authority, New Delhi, registered as document No.473, in Additional Book No.I, Volume No.6701, on pages No.81 to 82, registered on 18.01.1995, in the office of Sub-Registrar-I, Delhi.

And Whereas the said Shri Dharam Bir Vedi son of Shri Ram Labhaya had sold and transferred the above said property to Smt. Suman Sethi wife of Shri S. Manjit Singh Sethi, vide Sale Deed registered as document No.12607, in Additional Book No.I, Volume No.2436, on pages No.92 to 103, dated 04.07.2002, in the office of the Sub-Registrar, Delhi.

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And Whereas the said Smt. Suman Sethi wife of Shri S. Manjit Singh Sethi has sold the Half portion of First Floor only, without roof/terrace rights, which is a part of above said freehold built up property bearing No.88, area measuring 155 sq. yards approximately (adjoing property No.87), out of total area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-Operative House Building Society Ltd., Colony presently known as Tagore Park, Delhi-110009 to Smt. Shalini Midha wife of Shri Devender Kumar, vide Sale Deed registered as document No.18885 in Addl. Book No.I, Volume No.749, at pages 179 to 188 on 28.12.2006 with the Sub-Registrar, Delhi.

And Whereas the said Smt. Shalini Midha wife of Shri Devender Kumar has sold the Half portion of First Floor only, without roof/terrace rights, which is a part of above said freehold built up property bearing No.88, area measuring 155 sq. yards approximately (adjoing property No.87), out of total area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-Operative House Building Society Ltd., Colony presently known as Tagore Park, Delhi-110009 to Smt. Savita Singhal wife of Shri Ashok Singhal (hereinabove referred to as the "Vendor"), vide Sale Deed registered as document No.8782 in Addl. Book No.I, Volume No.1342, at pages 63 to 68 on 18.07.2007 with the Sub-Registrar, Delhi.

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And Whereas the said Smt. Suman Sethi wife of Shri S. Manjit Singh Sethi has sold the Half portion of First Floor only, without roof/terrace rights, which is a part of above said freehold built up property bearing No.88, area measuring 155 sq. yards approximately (adjoing property No.87), out of total area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-Operative House Building Society Ltd., Colony presently known as Tagore Park, Delhi-110009 to Smt. Shalini Midha wife of Shri Devender Kumar, vide Sale Deed registered as document No.18885 in Addl. Book No.I, Volume No.749, at pages 179 to 188 on 28.12.2006 with the Sub-Registrar, Delhi.

And Whereas the said Smt. Shalini Midha wife of Shri Devender Kumar has sold the Half portion of First Floor only, without roof/terrace rights, which is a part of above said freehold built up property bearing No.88, area measuring 155 sq. yards approximately (adjoing property No.87), out of total area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-Operative House Building Society Ltd., Colony presently known as Tagore Park, Delhi-110009 to Smt. Savita Singhal wife of Shri Ashok Singhal (hereinabove referred to as the "Vendor"), vide Sale Deed registered as document No.8782 in Addl. Book No.I, Volume No.1342, at pages 63 to 68 on 18.07.2007 with the Sub-Registrar, Delhi.

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And Now the Vendor is the sole and absolute owner and in possession of Half portion of First Floor only, without roof/terrace rights, which is a part of above said freehold built up property bearing No.88, area measuring 155 sq. yards approximately (adjoing property No.87), out of total area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-Operative House Building Society Ltd., Colony presently known as Tagore Park, Delhi-110009, with the proportionate share of free hold rights of the land under the said property, which is bounded as hereunder:-

East West Road 30 ft. Below Service Lane Below

North

Remaining Half Portion of said property.

South

: Plot No.87.

And whereas the Vendor for her bonafide needs and requirements has agreed to sell the Half portion of First Floor only, without roof/terrace rights, which is a part of above said freehold built up property bearing No.88, area measuring 155 sq. yards approximately (adjoing property No.87), out of total area measuring 309.5 square yards, situated in the layout plan of The Delhi Bengali Hindu Co-Operative House Building Society Ltd., Colony presently known as Tagore Park, Delhi-110009, along with right to use common passage leading from the main gate to the stair case and the right to use common stair case with the proportionate share of freehold rights of the land underneath (hereinafter called the "Portion of Property under Sale") for a total sale consideration of Rs.17,30,000/- (Rupees Seventeen lakhs thirty thousand only) and the Vendee has agreed to purchase the same from the Vendor for the same amount.

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NOW, THIS DEED OF SALE WITNESSETH AS UNDER:

1. That the total sale consideration of the Portion of property under sale with proportionate share of freehold land underneath with fittings and fixtures of electric, water and sanitary with its connections fixed between the Vendor and the Vendee at Rs.17,30,000/- (Rupees Seventeen lakhs thirty thousand only) which sum have been received by the Vendor from the Vendee as per details given below:-

S.No.	Ch. No.	Dated	Bank	Amount
1.	384677	30.06.2008 Mod	Canara Bank del Town, Delhi-110009.	Rs.5,00,000/-
				**
2.	384678	01.07.2008 Mod	Canara Bank del Town, Delhi-110009.	Rs.2,30,000/-
3.	384673.	21.06.2008 Mod	Canara Bank del Town, Delhi-110009.	Rs.5,00,000/-
4.	384671	19,06.2008 Mod	Canara Bank del Town, Delhi-110009.	Rs.5,00,000/-
(Rupe	es Sevent	een lakhs thirt	Total y thousand only)	Rs.17,30,000/-

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in full and final settlement as mentioned above, the receipt where of, the Vendor hereby again admits and acknowledges before the Sub-Registrar, Sub-District-VI (A), Delhi.

- 2. That the Vendor hereby sells, grants, transfers, conveys, assigns and alienates absolutely by way of sale unto the Vendee all her/his rights, tittles, interests, privileges, easements and appurtenances attached to the Portion of property under sale.
- 3. That the Vendor hereby further assures, represents and covenants with the Vendee as follows:
 - a) That the Portion of property under sale is free from all liens, mortgages, charges and encumbrances and lis-pendens and there is no notice of attachment, acquisition or requisition or notices thereto, relating to the Portion of property under sale.
 - b) That the Vendor has good and marketable title to the Portion of property under sale and none other than the Vendor has any interest, rights, title thereto.

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- c) That there are no outstanding government dues of whatsoever nature including the attachment by the Income Tax Authorities or under any law in force, in respect of the Portion of property under sale.
- d) That the Vendor has not entered into any Agreement with any other person (s) for the sale of the Portion of property under sale.
- e) That there is no legal impediment or bar whereby the Vendor can be prevented from selling, transferring and vesting the absolute title in the Portion of property under sale, in favour of the Vendee.
- f) That there is no notice of default or breach on the part of the Vendor or their pre-deceasors in interest of any provisions of law in respect of the Portion of property under sale.

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- 4. That the Vendor has assured the Vendee that the aforesaid Portion of property under sale is free from all kinds of encumbrances, such as prior sale, mortgage, pledge, gift, Will, lien, litigations, disputes, lease, loan, notices, stay order, acquisition, family or religious disputes, Income-tax attachments or any other registered or unregistered encumbrances, etc., and if it is proved otherwise, the Vendor shall be liable and responsible for the same.
- 5. That the Vendor hereby assures the Vendee that the Vendor is the absolute, sole, exclusive and rightful owner and in possession of the said Portion of property under sale and is fully competent and has full power and right to sell and transfer the same to the Vendee and the said property is free from all sorts of encumbrances such as sale, mortgage, gift, lien, decree, charges, court injunction, burden, litigation, family disputes, attachment, mortgage, surety, security, notice, acquisition, pledge, demands, trust, exchange, Bank loan, private loan, or any other legal flaw etc.

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- 6. The Vendor hereby further covenants with the Vendee that in case the said Portion of property under sale or any part thereof is lost by the Vendee on account of any legal defects in the Vendor's right to transfer the same or on account of any claim or title of any one else paramount to the Vendor, then the Vendor shall be liable and responsible for all the losses, damages, costs and expenses sustained by the Vendee.
- 7. That the Vendor has handed over to the Vendee the peaceful and vacant physical possession of the said Portion of property under sale.
- 8. That the Vendee shall be entitled to make additions and alterations to the said Portion of property under sale without any objection from the Vendor.

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- 9. That the Vendor shall hereafter have no right, title, interest or claim of any nature whatsoever in the said Portion of property under sale.
- 10. That the Vendor has delivered to the Vendee all the photocopies of original documents relating to the said property like Sub-lease-deed Building Plan and Conveyance Deed, Sale Deeds of relating to previous sales, and original document of Half Portion of First Floor of the said property etc.

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- 11. That the Vendee shall hereafter hold, use, enjoy the said Portion of property under sale as absolute owner and be competent to transfer the above mentioned portion of the property without any hindrance, claim or demand whatsoever from the Vendor or any other person claiming under or through her.
- 12. That the expenses towards stamp duty and registration fee etc. have been borne by the Vendee.
- 13. That the house -tax, electric and water charges, any other dues, demands, liabilities, in respect of the said Portion of property under sale upto the date of this Sale Deed shall be borne by the Vendor and thereafter these shall be borne by the Vendee. If any demand for payment is received after the execution of this Deed but pertains to the period prior to execution of this Deed, the same shall be payable by Vendor.

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That the Vendor has agreed to get the Electricity connection and Water connection installed in the name of the Vendee in the Portion of Property under sale.

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- 15. That the Vendee can get the additional Electricity and Water Connection in his/her name installed in the Portion of property under sale. .
- That the Vendee can get the said Portion of property under sale mutated, substituted and transferred in his/her name on the basis of this Sale Deed in the records of the M.C.D. or any other concerned authorities in the absence of the Vendor.

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- 17. That the separate overhead water tank installed on the terrace of the said property for the Portion of property under sale will be maintained by the Vendee and the charges for maintenance and repair shall be paid and borne by the Vendee. The Vendee shall have the right of access at all reasonable times through staircase to the overhead water tank, T.V./Dish Antenna, Cable connection etc.
- 18. That the Vendor declares and represents that the said Portion of property under sale is not subject matter of any HUF and that no part of the said Portion of property under sale is owned by any minor and/or no minor has any rights, title, interest and claim or concern of any nature with the said Portion of property under sale and further none else other than the Vendor has any right, title or interest of any kind whatsoever in the whole or any part of the said Portion of property under sale and further there is no impediment in the Vendor's right to transfer the same.

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19. That the sale consideration includes the consideration for electricity and water connections and the security deposits made with the said departments. The Vendee shall be entitled to get the existing electricity and water connections installed in the said Portion of property under sale transferred in his favour alongwith the security deposit with the Electricity and Water Department.

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

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That the parties to this Sale Deed are Indian nationals.

IN WITNESS WHEREOF, this Sale Deed is made and executed at Delhi on the date, month and year first written above.

WITNESSES:-

DAULAT RAM BHARDWAJ S/o late Shri Parmanand R/o B-3/53, Ashok Vihar,

Phase-II, Delhi-110052.

PAN-AAGPB0140E

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(SAVITA SINGHAL)

VENDOR

VINOD PARKASH

S/o Shri Sal Kishan R/o 18/5, Azad Nagar Bagh Kare Khan, Delhi-110007. D.L.NO.P01091983101782

Validity: 08.09.2018.

GAGAN SHARMA)

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Reg. Year Reg. No. Through Shit 2008-2009 8697 -110006 क्रेता Witness गवाह **IInd Party** विक्रेता Ist Party

Ist Party

IInd Party

विक्रेता:-Ist Party

Smt Savita Singhal

IInd Party क्रेता :-

Gagan Sharma

गवाह . Witness

Daulat Ram Bhardwai, Vinod Parkash

Certificate (Section 60)

Registration No.8,697

in additional Book No.1 Vol No 1,903

on page 132 to 149 on this date

and left thumb impressions has/have been taken in my presence.

Sub Registrar

Date 18/07/2008

Sub Registrar VI A

New Delhi/Delhi

VINCO KUMAR GAUTAM Administrative Civil Judge Cum-A.R.C. (North) Room No. 229, Tis Hazari Courts Delhi 7