



59/2 : Sale Deed for Rs.7,00,000/-

Stamp duty Rs.21,000/-  
Corporation tax Rs.35,000/-  
Total stamp Rs.56,000/-

This sale deed is executed at New Delhi on this 31st day of March, 1987, between Sarvshri Inderjit Kapoor son of late Shri Dina Nath Kapoor r/o 110, The Vale, Golders Green London, N.W.II and Narinder Kumar Kapoor son of late Shri Dina Nath Kapoor r/o 123, Uppingham Avenue Stammeri(Modox) England, through their General Attorney Shri M.K.Vedi son of late Shri Inder Singh Vedi r/o N-51, Panch Sheel Park, New Delhi, vide General power of Attorney dated 6.10.1979 registered as document No.4305, in Addl. Book No.4, Volume No.834, on pages 15 to 17, on 8.10.1979, with the Sub-Registrar-New Delhi, hereinafter called "The Vendors" (which expression unless opposed or repugnant to the context hereof includes their heirs, executors, administrators, successors and assigns) of the one part; AND

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Bhagat Medical and Research Institute Private Limited, through its Directors (1) Dr.S.P.Singh s/o S.Bhagat Singh and (2) Smt.Narinder Kaur wife of Dr.S.P.Singh, both residents of R-17, Greater Kailash-I, New Delhi, hereinafter called the "Vendees" of the Second part which expression unless opposed or repugnant to the context hereof includes their heirs, executors, administrators, successors and assigns.

WITNESSETH AS FOLLOWS:

Whereas by a Conveyance Deed executed by M/s Urban Improvement Co.(P) Ltd. on the 28.10.1964 a plot of land being No.8, block A, admeasuring 655 square yards equal to 548 square meters or thereabout in the colony known as Green Park, New Delhi, situate on the Delhi Mehrauli Road, within the Union Territory of Delhi, was granted conveyed

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and transferred to the Vendors and Smt.Durgawati Kapoor their mother and the resultant conveyance deed was duly registered in the books and records of the Sub-Registrar of Assurances, New Delhi, as document No.771, in addl. Book No.1, volume No.1219, on pages 26 to 28, on the 1st day of December, 1964.

And <sup>ted</sup>whereas the Vendors and Smt.Durgawati Kapoor ~~constructed~~ a three storeyed dwelling house on the said plot of land according to building plans sanctioned by the Municipal Corporation of Delhi, being sanctioned by the Municipal Corporation of Delhi being numbered 147OB/42/66 dated 29.7.66.

And whereas Smt.Durgawati Kapoor mother of the Vendors the full and absolute owner of 1/3rd share of the total plot of land along with superstructure standing thereon transferred her 1/3rd admitted share in the ownership, right, title, interest of the said plot of land and the construction thereon in favour of her both sons in equal shares i.e. 1/6th to each vide gift deed (1) in favour of

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Shri Narinder Kumar Kapoor by virtue of Gift Deed dated 15.2.1968 registered as document No.1084, in Addl. Book No.1, volume No.1920, on pages 183 to 187, registered on 16.2.1968 and (2) in favour of Shri Inderjit Kapoor by virtue of Gift deed dated 15.2.1968 registered as document No.1464, volume No.1930, on pages 94 to 98, registered on 24.2.1968, in the office of the Sub.Registrar New Delhi.

And whereas after the execution and registration of the Gift Deeds the Gift tax has also been paid by Smt.Durgawati Kapoor and thus the vendors jointly became the full and absolute owners of the total plot of land No.A-8, Green Park and the super-structures standing thereon including all fittings and fixtures in equal shares.

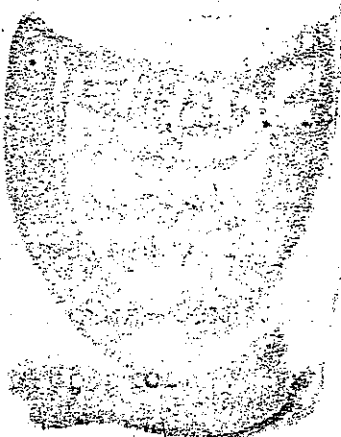
And whereas Smt.Durgawati Kapoor, mother of the Vendors had let out portions of the said property to the tenants, who are still in occupation of the said portions as per details hereunder:-

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- (i) Entire ground floor including the garrage to Dr. S.Inder Pal Singh at Rs.750/- per month;
- (ii) Two bed rooms and drawing cum dining and kitchen with front vernadah and use of passage, to Shri M.L.Trivedi (since deceased) now his widow and children Rs.300/-P.M.
- (iii) One bed room alongwith balcony and gallary towards west in Main building and one room alongwith kitchen, bath room. W.C. above the garrage on the first floor to Shri Surender Singh Chawla at Rs.350/- per month.
- (iv) One bed room and one drawing cum dinning room on the second floor to Mrs.Bimla Singha @ Rs.250/-P.M. The said Smt.Bimla Singha had temporarily taken one bed room from Mrs.Durgawati as a licence but has not so far vacated the same.She alleges to be a tenant in it @ Rs.100/-per month.

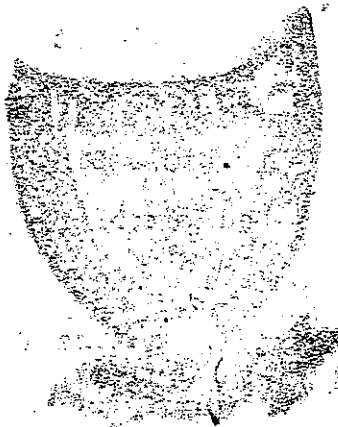
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v) Rest of the property detailed in para 6(i) herein was in possession of the vendors and the possession thereof had been delivered to the vendees at the time of the execution of the Agreement to sell dated 5.10.1981.

And whereas the said property is entirely unremunerative and the vendors were not in a position to look after and manage the same as they and their mother have been residing in London, the Vendors herein being desirous to sell and the Vendees being desirous to purchase all the right, title and interest of the vendors herein in the aforesaid plot of land and the dwelling house constructed thereon entered into an agreement to sell dated 5th October, 1981, on conditions there in appearing.

NOW THEREFORE BY this Sale Deed it is hereby agreed, declared, covenanted and recorded by and between the parties hereto as following:-

i. That the Vendors herein do hereby grant, convey and transfer all their rights, titles and interests in the plot of land No.8, Block No.A, comprised in the residential colony known as Green Park, New Delhi, situated on Delhi Mehrauli Road,

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within the Union Territory of Delhi admeasuring 655 square yards equal to 548 square meters or thereabout alongwith three storeyed dwelling house constructed thereon as also all rights of easement, latent or patent, enjoyed or reputed to be enjoyed in connection with the said property, as also all rights of easement, latent or patent, enjoyed or reputed to be enjoyed in connection with the said property, as also all rights in fixtures and fittings, electricity power domestic electricity, light and fans and potable water fittings as also sanitary fittings and fixtures as also all fixtures by way of built in furniture, shrubs, lawns and pathways including all right, whatsoever pertaining to the said property unto the vendees herein through this Sale deed for a consideration of Rs.7,00,000/- (Rs. seven Lacs only) out of which the vendors have already received a sum of Rs.3,00,000/- (Rs. three lacs only) from the Vendees, vide/by way of earnest money by cheque No.MC/1-979274/914/81 dated 21.7.1981, on the Punjab & Sind Bank and the balance

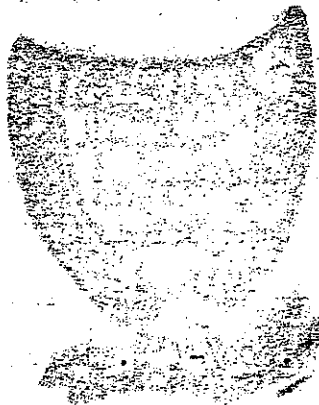
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sum of Rs.4,00,000/- (Rs. four Lacs) shall be paid by the Vendees to the Vendors at the time of Registration of Sale Deed before the Sub-Registrar, New Delhi,

2. That all rates, cesses and taxes due and payable in respect of the said property hereby conveyed, upto the date of the registration of the sale deed shall be the sole liability of the vendors and the liability in that behalf after the execution and registration of the sale deed shall be exclusively that of the Vendees. The parties hereto agree and undertake to keep each other of them harmless and indemnified against all claims and demands contrary to the above.

3. That the following original title deeds of the property hereby conveyed have been delivered to the Vendees by the Vendors at the time of the execution of the conveyance deed.

- a) Original gift deeds dated 15.2.1968 and 16.2.1968.
- b) Original conveyance deed dated 28.10.1964 referred to above.

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- c) Original sanctioned plan of the property hereby agreed to be conveyed.
- d) Original completion certificate of the property issued by the Municipal Corporation of Delhi.
- e) Final receipt of the payment of the house tax, allied taxes to the Municipal Corporation of Delhi for the period ending 31.3.1981.

4. That the Vendors have deposited the usual securities for the facility of electric connections and potable water connection. The Vendors would execute document for the transfer of the water and electricity meters in the name of the vendees alongwith security amount deposited by them.

5. That the Vendors have obtained the income tax clearance certificate from the concerned income tax officer and have obtained the permission under section 27 Urban Land & Ceiling Act, 1976 from the Competent Authority.

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6. That the Vendors have (1) delivered to the Vendees the physical vacant possession of one bed room alongwith Dressing room and bath room towards the East with balcony and Gallery and a room above the garrage on the 2nd floor and (ii) have delivered the symbolocal possession of the remaining property occupied by the tenants to the purchasers. The Vendees would also be entitled to deal directly with the said occupants in any manner they like to which they have agreed.

7. That all costs like stamp papers, execution and registration charges of Sale deed have been borne by the Purchasers.

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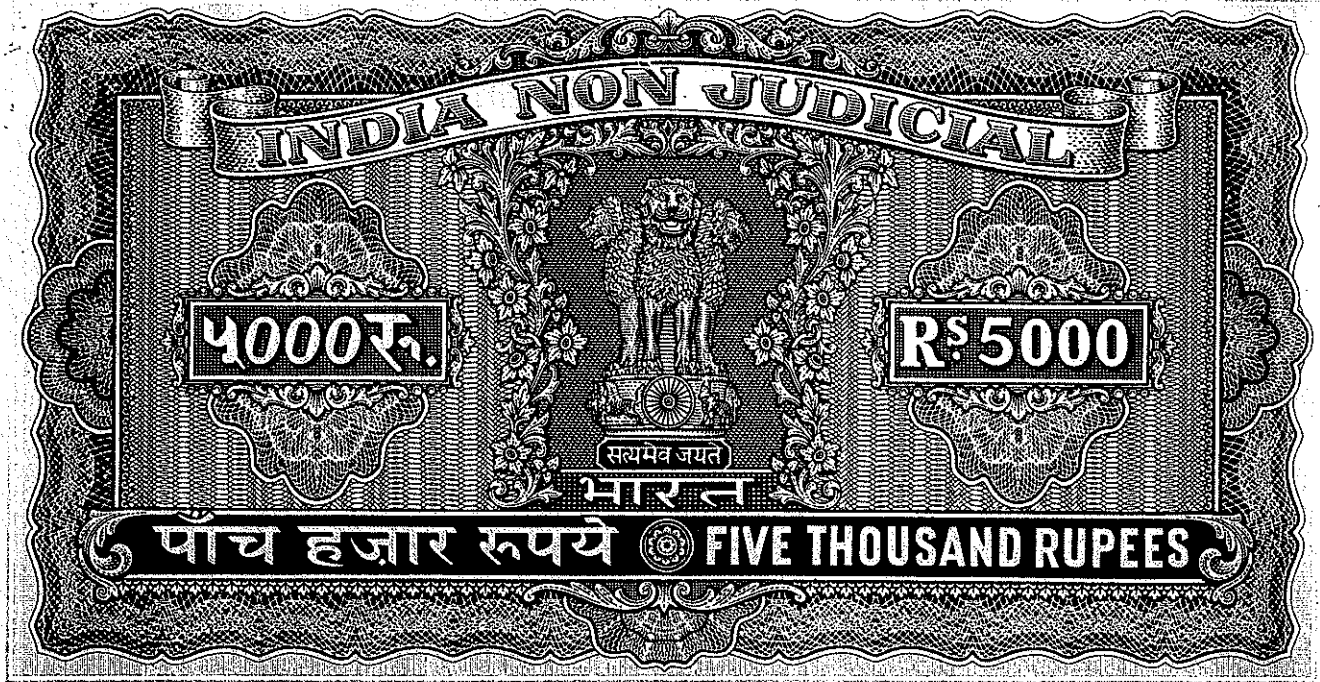
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Boundaries of the property in question i.e. A-8,  
Green Park, New Delhi.

East ; Main Mehrauli Road

West ; Service Lane

North ; plot No.A-7

South ; Plot No.A-9.

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In faith and testimony, the parties have set their hands to this Sale Deed at New Delhi on the day, month and year first above written in the presence of witnesses;.

Witnesses;

1. R. S. Chhabra &  
1. Kamran Raad  
New Delhi

N.K.Vedi  
General attorney of Inderjit  
Kapoor and Narinder Kumar Kapoor.  
Vendors.

Dr. S.P. Singh

*S.P. Singh*

2. M. L. Passi  
S/o Late Mela Ram Passi  
22 A, Janpath  
New Delhi

Smt. Narinder Kaur  
Director of M/s Bhagat Medical and  
Research Institute Private Limited.

vendees.

2. *Janpath*

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Vol: No. 5817 on pages 58-74  
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16/7/81  
Sub Registrar  
M. S. S.