



AGREEMENT TO SELL AND PURCHASE

This Agreement To Sell and Purchase, is made here at New Delhi, on this 8th day of June, 2000;

B E T W E E N

Lt. Col. S.S. Chhibber son of Shri S.P. Chhibber resident of Flat No.1, R-10, Nehru Enclave, New Delhi-110019, hereinafter called the First Party on the one part;

A N D

Mrs. Pingla Singhal wife of Shri Rajender Singhal resident of 5C/70, New Rohtak Road, New Delhi-110005, hereinafter called the Second Party, of the other part. *Pingla Singhal*

The expression of the terms First Party and Second Party wherever they occur in the body of this agreement shall mean and include their respective heirs, executors, administrators and assignees unless and until it is repugnant to the context or meaning thereof.

AND WHEREAS First Party is the owner and in physical possession of First Floor Rear Flat No.5, consisting of three bedrooms, three bathrooms, one drawing-dining, one kitchen, including balconies, one servant room under overhead tank with common W.C. situated at R-10, Nehru Enclave, New Delhi-110019, formally known as A(C)/10, Kalkaji, New Delhi.

AND WHEREAS the First Party due to his legal needs and requirements has agreed to sell, transfer and convey his rights, interests, lines and titles of the First Floor Rear Flat No.5, consisting of three bedrooms, three bathrooms, one drawing-dining, one kitchen, including balconies, one servant room under overhead tank with common W.C. situated at R-10, Nehru Enclave, New Delhi-110019, formally known as A(C)/10, Kalkaji, New Delhi, unto the Second Party for a total sale consideration of Rs.20,00,000/- (Rupees twenty lacs only).

Pingla Singhal

S.S. Chhibber

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AND WHEREAS the Second Party has agreed to purchase the same from the First Party on the following agreed terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESS AS UNDER

1. That the entire consideration amount of the rights, interests, liens and titles of the First Party is fixed between the parties at Rs.20,00,000/- (Rupees twenty lacs only), out of which the first party has received a sum of Rs.2,00,000/- (Rupees two lacs only), in the following manner :-

CHEQUE NO.	DATE	AMOUNT	DRAWN ON
183112	8.6.2000	Rs.2,00,000/-	State Bank of India, Defence Colony, New Delhi-110024.

from the second party and the first party hereby confirm and acknowledges the same.

2. That the Balance sale consideration of Rs.18,00,000/- (Rupees eighteen lacs only), will be paid by the second party to the first party on or before 15th August, 2000 at the time of registration of Sale Deed in favour of the second party or her nominees.

3. That First Party shall handover the peaceful physical vacant possession of the said property to the second party or her nominee(s) alongwith the original/photocopy documents and papers in respect of the said property at the spot.

4. That the first party has assured to the second party that the said property is free from all sorts of encumbrances such as mortgage, sale, gift, exchange, court injunction etc. and if it is proved otherwise, the first party will be liable and responsible for all the damages sustained by the second party and will make good the same to be second party and he/she i.e. First Party is also liable to clear all taxes, including house tax, dues, concerning to DDA/L&DO/MCD/DVB or any other competent authority relating to this property upto date till the time of handing over the physical vacant peaceful possession of the said property to the Second Party or his/her nominee(s) and thereafter the same will be paid by the second party or his/her nominee(s).

5. That all the expenses for execution and registration of all the relevant documents and papers in favour of the second party or her nominee/s shall be borne by the second party or her nominee/s.

6. That if the second party desires to get all the relevant document registered/transferred in favour of the some other person/s at the time of final execution of the sale transfer, the first party shall execute, sign and deliver all documents which might be required for the smooth transfer of the said document/papers in respect of the said property in favour of the second party or his/her nominee/s.

7. That the First Party shall obtain permission of Income Tax Clearance Certificate, for the sale/transfer of the said property, from the Office of the Concerned Income Tax Officer, in Form 34-A, under the provisions of Section 230-A(1) of the Income Tax Act-1961, before the execution of the relevant documents in the office of the Sub-Registrar, New Delhi.

linga Singh

[Signature]

Contd..3/p.

8. That in case the second party fails to pay the balance sale consideration to the first party within the said stipulated period i.e. on or before 15th August, 2000, then the advance/earnest money paid by the second party shall be forfeited by the first party and in case the first party shall not execute all the relevant documents in the office of the Sub-Registrar, concerned i.e. Delhi/New Delhi or backs out of the deal then the first party shall refund the double of the advance/earnest money to the second party, in all respects.

9. That this Agreement is irrevocable and if any of the parties fails to complete the transaction, the aggrieved party shall get it enforced through court of law and the defaulting party shall be liable for all expenses, costs, incurred and damages suffered.

10. That if any infringes the terms and conditions of this agreement then the other party can get the same enforced through the court of law at the costs and expenses of the defaulting party.

11. That the Second Party has got a Housing Loan of Rs.15,00,000/- (Rupees fifteen lacs only) sanctioned from a commercial bank against security of the title said property as per their terms. The final documents shall be so prepared that they are acceptable to the Bank.

12. That the total sale consideration is Rs.20,00,000/- (Rupees twenty lacs only) out of which Rs.2,00,000/- (Rupees two lacs only) has been paid today as advance out of remaining Rs.18,00,000/- (Rupees eighteen lacs only). A sum of Rs.3,00,000/- (Rupees three lacs only) shall be paid by the Vendee to the vendor on or before 30th June, 2000 and the remaining Rs.15,00,000/- (Rupees fifteen lacs only) shall be paid by the Vendee to the Vendor on execution of the sale deed and not later than on or before 15th August, 2000. *At the time of Sale deed.*

IN WITNESS WHEREOF the parties, hereto have set their respective hands on these presents on the date, month and year herein above first mentioned in the presence of the following witnesses.

WITNESSES :-

1.

Manju

MYS MANJU CHHIBBER
D/o MAJOR SS SUKHI
FLAT 1, R-10, NEHRU ENCL NO 110019.

Sarita Kapoor

2. SARITA KAPOOR

D/o Late Sh. Lal Kapoor
Flat No-6
R-10 Nehru Enclave
New Delhi-110019

FIRST PARTY

8-6-2000

SECOND PARTY



DP No. 13/2001/622 Dec 2001
 2724
 270
 26
 2001
 Serial No.
 Stamp Duty paid Rs.
 Regn. Fee charged Rs.
 Date & Signature
 with full name and Designation.

Stamp Duty
 CORPORATION TAX
 TOTAL

Rs. 60,000/-
 Rs. 1,00,000/-
RS. 1,60,000/-

2000 063280

SALE DEED

THIS SALE DEED IS EXECUTED AT NEW DELHI ON THIS 27 day of March, 2001 by Shri Sirv Sangam Chhibber son of Sh. S.P. Chhibber resident of Flat No.1, R-10, Nehru Enclave, New Delhi 110 019, hereinafter referred to as "THE VENDOR" (which expression shall unless repugnant to the context or meaning thereof include his successors, executors, heirs, administrators and permitted assigns) of the FIRST PART.

[Signature]
[Signature]



02DD 063279

: 2 :

AND

Mrs. PINGLA SINGHAL wife of Shri Rajender Singhal resident of 5C/70, New Rohtak Road, New Delhi 110 005, hereinafter called "THE VENDEE" (which expression shall unless repugnant to the context or meaning thereof include her successors, executors, legal heirs administrators and assigns) of the SECOND PART. The Vendor and Vendee both are INDIAN CITIZENS.

[Handwritten signature]
[Handwritten signature]



02DD 063278

: 3 :

WHEREAS Shri Anil Kumar Tandon had purchased Plot No.A(C)/10, Kalkaji, New Delhi from Government on Lease-hold basis on 4-11-1955 admeasuring 1084.44 Square Yards.



02DD 063277

: 4 :

WHEREAS the vendor has acquired 50% of the ownership rights in plot No.A(C)/10, Kalkaji, New Delhi from Shri Anil Kumar Tandon through Hon'ble Registrar, Delhi High Court in compliance with the decree and judgement dated 29.4.1982 passed by Hon'ble High Court of Delhi in Suit No. 178/79 vide virtue of a Sale Deed dated 16.1.1989, registered as document Sl.No.890, Addl. Book No.1, Volume No.6312, on pages from 19 to 23 dated 30.1.1989 and registered in the Office of the Sub-Registrar, New Delhi.

[Handwritten signature]



02DD 063276

: 5 :

WHEREAS the Vendor has subsequently acquired remaining 50% of the balance of the ownership rights in the the Land through a Deed of Relinquishment dated 14.9.1990 executed by Mr. Upkar Chander S/o. Shri Sri Ram by virtue of Relinquishment Deed registered as document Sl.No.5965 in Addl. Book No.1 Volume No.6811 on page No. 1 to 4, registered in the Office of the Sub-Registrar, New Delhi, dated 14.9.1990.

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02DD 063275

: 6 :

WHEREAS the Vendor has got the said plot mutated in his favour from the Land and Development Office, Ministry of Housing, Government of India, New Delhi, vide their letter No.L&DO/PSIII/1407 dated 29.6.1989.

[Signature] *[Signature]*



02AA 327520

: 7 :

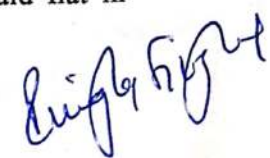
WHEREAS the Vendor has constructed various flats on the said plot after obtaining approval from Delhi Municipal Corporation vide their Letter No.88/CC/89 dated 8th May, 1991 and has also obtained a Completion Certificate from Delhi Municipal Corporation vide their Letter No.109/A/HQ/90/290/AE(B) HQI dated 2.6.1990.

WHEREAS the Vendor is now the sole and absolute owner and also in physical possession of first floor, rear flat No.5 consisting of Three bed rooms, Three bath rooms, one drawing-dining room, one kitchen including balconies, one servant room under overhead tank with common W.C. situated at the R-10, Nehru Enclave, New Delhi 110 019 formerly known as A(C)/10, Kalkaji, New Delhi 110 019.

WHEREAS the said property was converted from Lease Hold to Free Hold from the Office of Land & Development Officer, Nirman Bhawan, New Delhi vide Registered Conveyance Deed dated 5.12.2000 as Documents No.12210, in Addl. Book No.I, Volume No.2200, on pages 27 to 30, on 05.12.2000 registered with the Sub-Registrar-V, New Delhi.

AND WHEREAS NOW the Vendor due to his domestic legal needs and requirements has agreed to sell, transfer and convey his rights, interests, liens and titles of the aforesaid First Floor Rear Flat bearing No.5, area measuring 1700 Sq. Ft. consisting of Three bedrooms, three bathrooms, one drawing-dining, one kitchen, including balconies, one servantroom under overhead tank with common W.C. situated at R-10, Nehru Enclave, New Delhi 110 019, formally known as A(C)/10, Kalkaji, New Delhi, fitted with separate electric and water meters therein, along with common passage and staircase and all other common facilities in the said building and along with undivided proportionate indivisible, impartible rights in the land beneath the said building, for a sum of Rs.20,00,000/- (Rupees Twenty Lacs Only)

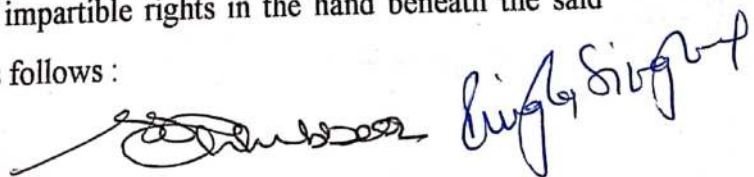
WHEREAS the Vendor has already obtained Income Tax Clearance Certificate in Form 34-A from the appropriate authority on 20.07.2000 under the provision of Section 230A(1) of the Income-Tax Act, 1961, for the sale of the said flat in favour of the Vendee.



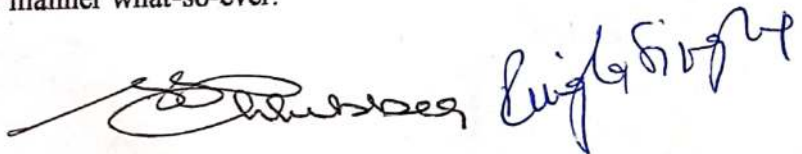
AND WHEREAS the Vendee has agreed to purchase the same from the Vendor on the following agreed terms and conditions of the Sale Deed.

NOW THIS SALE DEED WITNESSETH AS UNDER :

1. That the sale, subject to stipulations hereinafter of an area of 1700 Sq. feet (equivalent to 158 square metres) of First Floor Rear Flat No.5 of the flat which includes the whole of the area of the said flat No.5 clearly described as the said flat consisting of three bed rooms, three bath rooms, one drawing-dining room, one kitchen including balconies, one servant room under overhead tank with common W.C. situated at R-10, Nehru Enclave, New Delhi 110 019, formerly known as A(C)/10, Kalkaji, New Delhi with undivided Proportionate, indivisible, impartible rights in the Land beneath the said Building (hereinafter referred to as "THE SAID "FLAT") more and fully described and detailed out in Schedule I, given at the foot of this deed is made for a sum of Rs.20,00,000/- (Rupees Twenty Lacs only) and the entire amount of sale consideration has been paid by the Vendee to the Vendor and the receipt of which the Vendor hereby acknowledges and transfers to the Vendee of the said flat that the description of which has already been given above with all rights, interests, easements, enjoyments and privileges, which hitherto enjoyed by the Vendor immediately before this sale-deed as owner of the said flat.
2. That the Vendor hereby covenants with the Vendee for the sale of an Area of 1700 Square Feet (equivalent to 158 Sq. Mtrs.) of the flat No.5, situated at R-10, Nehru Enclave, New Delhi 110 019 with undivided Proportionate, indivisible, impartible rights in the hand beneath the said Building under this deed as follows :



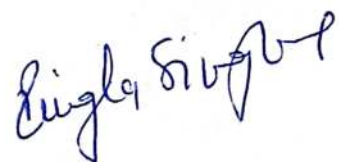
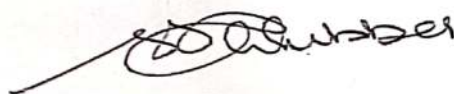
- i) That the Vendee shall have absolute unrestricted and uninterrupted ownership rights over the property hereby sold and detailed at the foot of this deed.
- (ii) That the absolute title, right and interest with all easements only in respect of the property hereby sold, shall vest upto the Vendee here-in-after and presently no right or easement of any kind is available to any other person or persons in respect of the use and enjoyment of the property hereby sold in any manner what-so-ever.
- (iii) That the Vendor assures the Vendee that the flat hereby sold is the flat of the Vendor and the same is exclusively owned and possessed by Vendor thus the Vendor has full power, good title and absolute authority to transfer the same in the manner hereby done.
- (iv) That the flat hereby sold is free from all sorts of encumbrances, liens, attachments, mortgages, transfers and charges etc., and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Vendor is pending in any Court of Law or with any statutory or arbitrating authority.
- (v) That the Vendor, vendee and other occupants shall not keep or store or cause to be stored any article, things, materials and goods in corridors, landing lobbies, approach road, open spaces, other as common passages of the complex and shall not obstruct the ingress of the other occupants of the said residential flat in any manner what-so-ever.



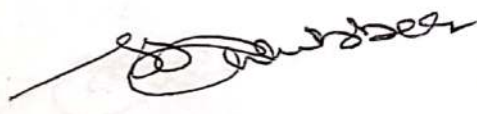
- (vi) That the "R-10, Resident Welfare Association" has agreed to maintain the water mains, sewer lines, common passages, stair-cases and other common facilities leading to ingress and egress of the flat which is hereby sold and the Vendor shall pay to the Vendor or any other maintenance agency engaged in the maintenance of water mains, sewer lines, common passages, stair cases and other common facilities such sum as may be agreed upon for the said maintenance of the common facilities.
- (vii) That the Vendee shall have a right to use the common passages, pathways, parking space, open space, water tanks (underground and overhead) and tube well for the purpose it is meant for.
- (viii) That the Vendee shall also have the following rights in the premises hereby agreed to be sold.
- (A) Full right and liberty for the Vendee and all person authorized or permitted by the Vendee in common with other persons interested or authorized to the like right at any time of the day and night and for all purposes to go pass and repass the common pathways, internal passages inside and out side the Building.
- (B) Free and uninterrupted passage and running of water and electricity from and to the said flat through the sewage, drain-ins, water courses, cable wires, and pipes which are now on may at any time hereinafter be in, under or passing through the building or any part thereof.


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- (C) Right of passage to the Vendee or Vendee's agents, workmen or licensees at all time to enter into and upon other parts of the said building for the purposes of repairing, cleaning, or maintaining any sewerage, drains, water courses, cables, pipes and wires as aforesaid or making good the damages caused thereto including right to access to the back Courtyard or passage on the ground floor for construction, cleaning, repair etc. of Water Bore, Storage Tanks, Water and Electric Meters & Sewer main holes etc. also through the staircase and common area to overhead water tank on the terrace to get the overhead tank constructed, installed cleaned/or repaired etc. to ensure good quality of water at all times to the said Flat.
- (D) To pass cables or wires through common walls or passages for the telephone, internet, cables required for transmission of T.V. programme without any detriment to the rights of the other co-owners thereof including right to install Electric Meter at the common space in the Basement.
- (E) Right to create mortgage, charge lien etc; on the property in favour of third party without any permission from Vendor.
3. That the vacant physical possession of the flat hereby agreed to be sold and has already been delivered by the Vendor to the Vendee with all rights, privileges so far held and enjoyed by the Vendor, free from all sorts of encumbrances etc. Therefore, proprietary possession has been given by the Vendor to the Vendee through this agreement to sell.



4. That all previous taxes, dues, charges etc. including the House Tax, Water and Electricity Charges of the said flat shall be paid by the Vendor till the date of registration of the sale deed and thereafter by the Vendee for her share in the said flat to all the concerned authorities.
5. That the Photostat copies of all the previous deeds and documents relating to the said flat have also been handed over by the Vendor to the Vendee at the time of registration of this sale deed.
6. That the Vendor assures the Vendee that the said flat is free from all sorts of encumbrances such as prior sale, mortgage, gift, exchange, lease, decree, suits, cases, injunctions, disputes, litigation, attachment, notification, acquisitions, surety, security, liens etc. whatsoever and if it is proved otherwise then the vendor shall be liable and responsible for the same.
7. That the Vendor further assures the Vendee that if the said flat under sale or any part, portion thereof goes out of the possession of the Vendee, due to any defect in the title of ownership of the Vendor, then also the Vendor shall be liable and responsible for all such losses, damages, consequences so sustained by the Vendee.
8. That the Vendor has sold, transferred, conveyed, assigned, handed over all his rights, titles, powers, interests, authorities and ownership of the said flat under sale unto the Vendee by way of this sale deed.

9. That the Vendor admits that it has been left with no right, title and interest of any nature whatsoever in the said flat and the Vendee has become the absolute owner of the same. He will now enjoy and utilize the said flat in any manner without any interruption or disturbances by the Vendor or any person claiming title through or under it.
10. That the entire expenses for execution and agreement to sell including typing charges, and other miscellaneous expenses shall exclusively be borne by the Vendee and Vendor shall not responsible for the same in any manner whatsoever.
11. That the Vendee has become sole and absolute owner of the said flat under sale as mentioned hereinabove by way of this sale deed and shall be fully entitled, empowered, authorized to use, occupy, enjoy, hold sell, mortgage, gift, exchange, lease out or to dispose of or to transfer the same in any manner as also the Vendee deems fit and proper to do so as her own Property without any claim, demand, objection of the Vendor any of his legal heirs or any other person(s) claiming under the Vendor.
12. That the Vendee can use the Terrace of the said building for installation of T.V. Antenna and maintenance of Water Tank only.
13. That the Vendor has obtained the necessary Income Tax Clearance Certificate on Form No.34-A, from the Income Tax Department, U/S 230A(1) of Income Tax Act, 1961 on 20.7.2000.

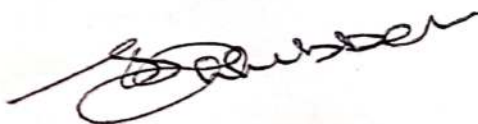
 

14. That the Vendee shall also be fully entitled, empowered, authorized to get the said flat under sale as mentioned hereinabove mutated and transferred in her own name in all the concerned Govt. Revenue Records/M.C.D. on the basis of this sale deed even in the absence of the Vendor also.
15. That the Vendee herein shall have absolute right to apply for and obtain separate electric connection, water connection and/or enhance the sanctioned load of the electricity/water for the said flat and the Vendor shall have no objection whatsoever.

SCHEDULE - I

DESCRIPTION OF THE PROPERTY HEREBY SOLD IN FAVOUR OF THE VENDEE BY THE VENDOR.

First floor rear flat No.5, consisting of three bed rooms, three bath rooms, one drawing-dining room, one kitchen including balconies, one servant room under overhead tank with common W.C. situated at R-10, Nehru Enclave, New Delhi 110 019 formerly known as A(C)/10, Kalkaji, New Delhi having an area of 1700 Square Feet, (equivalent to 158 Square Metre) and the same is bounded as below and explained diagrammatically in the layout map attached and signed by the respective parties with undivided Proportionate, indivisible, impartible rights in the Land beneath the said Building.



East	:	Plot No.11
West	:	Road
North	:	Road
South	:	Service Lane

IN WITNESS WHEREOF the Vendor and Vendee have put their signatures, and executed this Sale Deed in its sound disposition of mind without any coercion, undue influence, undue pressure, without any compulsion from any body whatsoever, on the date, month and year mentioned first above in presence of the following witnesses :

WITNESSES

1.

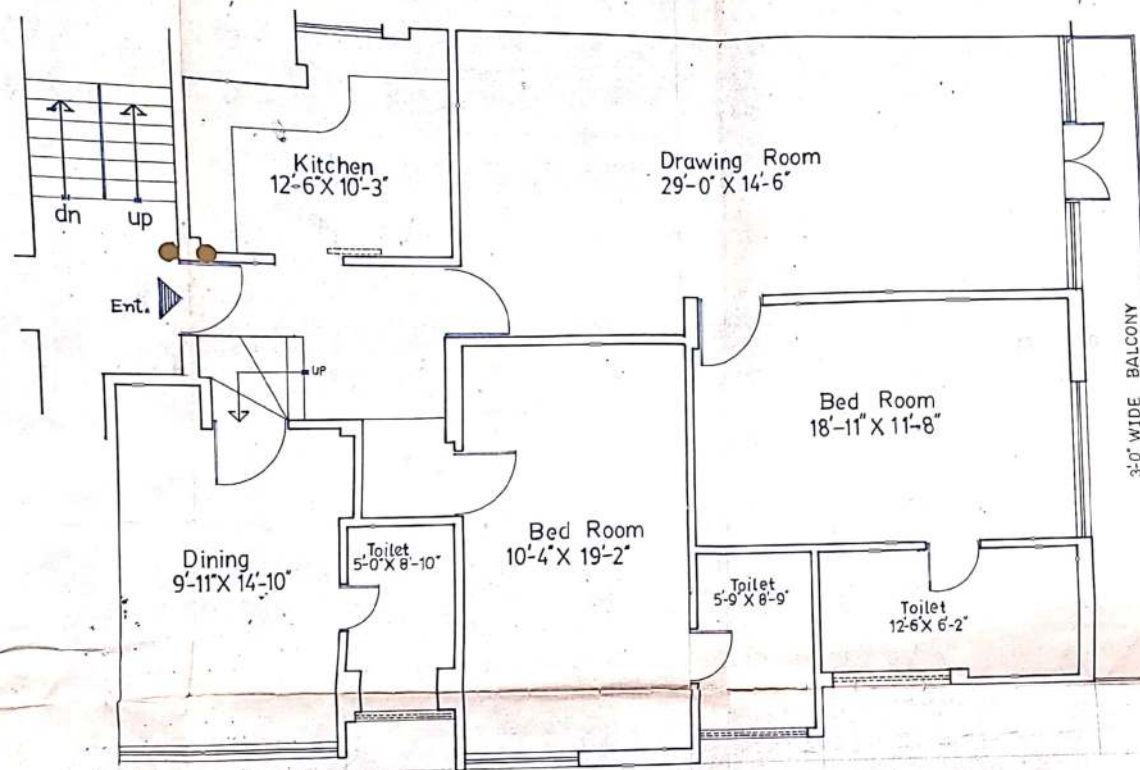
S. P. Singh
Sh. Neeoj Kumar
510 Sh. Ram Sharma
No D-175, Blegan Pn
ND
DL NO.
P-96046003/
LA(E2)

S. S. Chhibber
Shri S.S. Chhibber
Son of Sh. S.P. Chibber
Resident of Flat No.1,
R-10, Nehru Enclave,
New Delhi 110 019
(VENDOR)

2.

S. P. Singh
S. P. SINGH Advocate
PUBLIC NOTARY
H. No. 228/1/A, Gali No. 9,
Bagh Kare Khan, Kishan Garh,
DELHI-110007

Pingla Singh
Mrs. PINGLA SINGHAL
Wife of Sh. Rajender Singhal
5C/70, New Rohtak Road
NEW DELHI 110 005
New Delhi 110 019
(VENDEE)



AS MEASURE PLAN OF FLAT NO:- 5
R-10 NEHRU ENCLAVE, NEW DELHI - 110019.

AREA OF THE FLAT = 1472.5 sq. Ft.

ARCHITECT

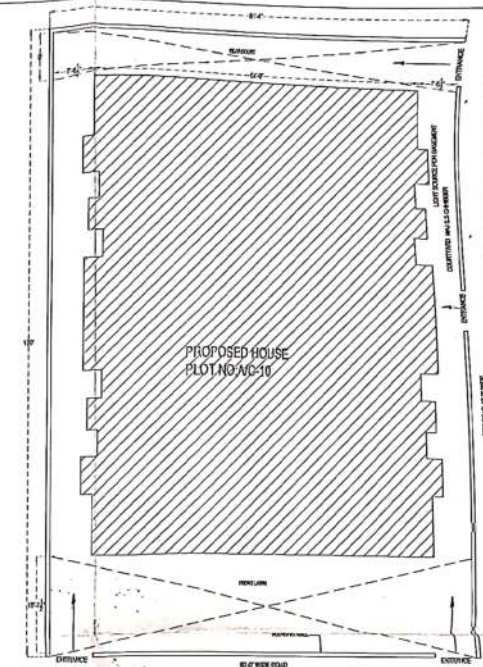
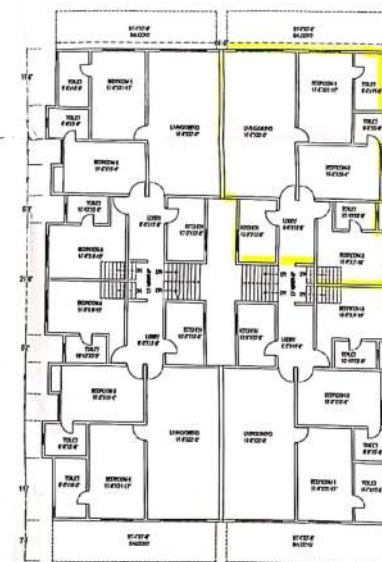
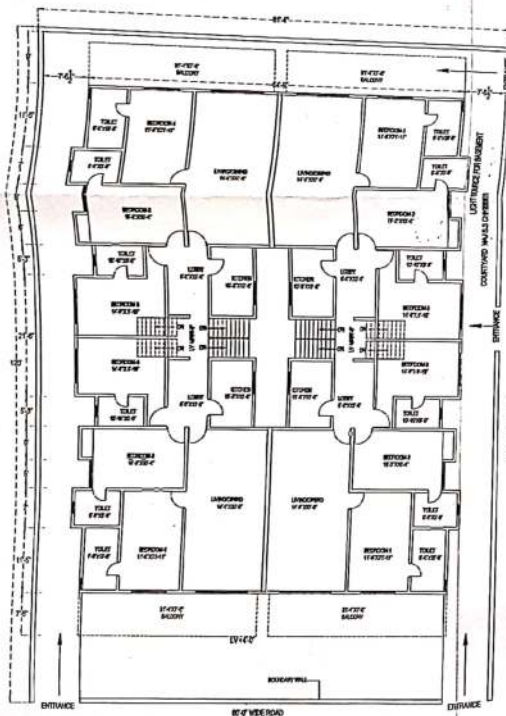
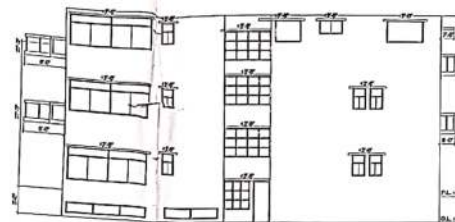
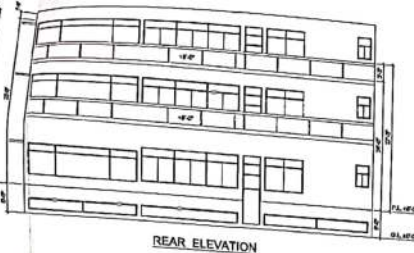
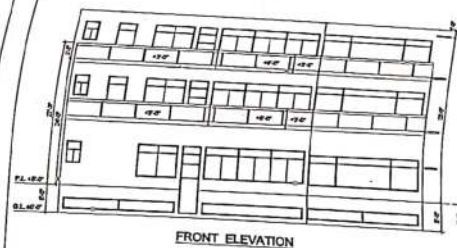
K. K. CHADHA.

B-7165 REAR BASEMENT

SAPDARJUN ENCLAVE.

NEW DELHI - 110029





SITE PLAN

AREA CHART-

1. TOTAL AREA OF THE PLOT= $[81'-4" \times 120'-0"] = 9759.6 \text{ SQ.FT}$
OR 100.4 SQ.YRD.
2. PERMISSIBLE COVERED AREA ON THE GROUND FLOOR/
FIRST FLOOR/SECOND FLOOR@ 80% OF 9759.00 SQ.FT
= 6855.78 SQ.FT ON EACH FLOOR.
3. THE OPEN AREA IS 40% OF THE PLOT AREA = 3903.84 SQ.FT

SCHEDULE OF DOORS & WINDOW

DOORS
D. = 2'

D = 34

D1 = 3.4
D2 = 3.4

D2 - 2-4
VENTILATION

 $V = 19$

V1 = 17
V2 = 12

V2 = 13

0.

31

29

Ex 1

1

54

Y

...CINCHONA...

AS

Certified True
and Copy
Signature
(PINALSINGH)

ARCHITECT'S SIGN.

A.K.GANJU & ASSOCIATES

**ARCHITECTS, TOWN PLANNERS,
INTERIOR DESIGNERS ENGINEERS**

**S-149, GREATER KAILASH - II
NEW DELHI - 110048**

PROPOSED DESIGN OF GROUP HOUSING FLATS
ON PLOT NO : NC - 10 T KALKAJI, NEW DELHI
FOR MAJOR SIRV SANAM CHIBBER
& SHUPKAR CHANDEI

NOTE

- (1) DEPTH OF FOUNDATION ACCORDING TO SOIL CONDITION.
- (2) D.P.C. SHOULD BE PROVIDED LARGER ALL BRICK WALLS.
- (3) PLY. PROOF SHUTTER SHOULD BE PROVIDED IN KITCHEN & DINING.
- (4) 7" FISH BARR SHOULD BE PROVIDED IN KITCHEN & TOILET.
- (5) FLOOR COLLARS SHOULD BE FROM BARRIEMENT TO TOP & FLOOR.
- (6) ROOFER SHOULD BE PROVIDED UNDER EARTH BR. WALLS.

STRUCTURAL STABILITY CERTIFICATE
THE STRUCTURAL PARTS OF THE EXISTING CURB AND GUTTER HAVE BEEN
DESIGNED ON THE BASIS OF CALCULATION & AFTER CONSIDERED BAL
WITH RESPECT TO PERMISSIBLE STRESS ON A BLACK TOP ROAD PAVEMENT