

Smt. Ritu Gupta wife of Shri Nitin Gupta all residents of AG-31, Shalimar Bagh, Delhi-110088, hereinafter called the VENDEES of the other part.

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

whereas the perpetual lease hold of a Commercial plot bearing No. 140, measuring 238.33sq.yds. (30'x71'-6"), situated at Garstin Bastion Road, presently known as NAYA BAZAR, Delhi and bounded as under:-

On the North by... Plot No. 139. On the South by... Plot No. 141. On the East by... Road. On the West by... Railway Land.

was acquired by Shri Jogi Dass son of Shri Bhagwan Dass, proprietor of M/s. Ram Gopal Bhagwan Dass, by virtue of Perpetual Lease Deed dated 15.9.1919 duly registered in the office of the Sub-Registrar, S.D.No. I, Delhi, document registered as No. 2964 entered in additional book No. I, Volume No. 5 on pages from 155 to 160 registered on 10.10.1919 executed by the Secretary of State for India in Council, through the then Deputy Commissioner, Delhi;

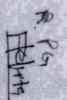
AND WHEREAS after acquiring the perpetual lease hold rights of the said plot, a commercial building was constructed on the said plot by said Shri Jogi Dass according to the plan, sanctioned by the Concerned Authority;

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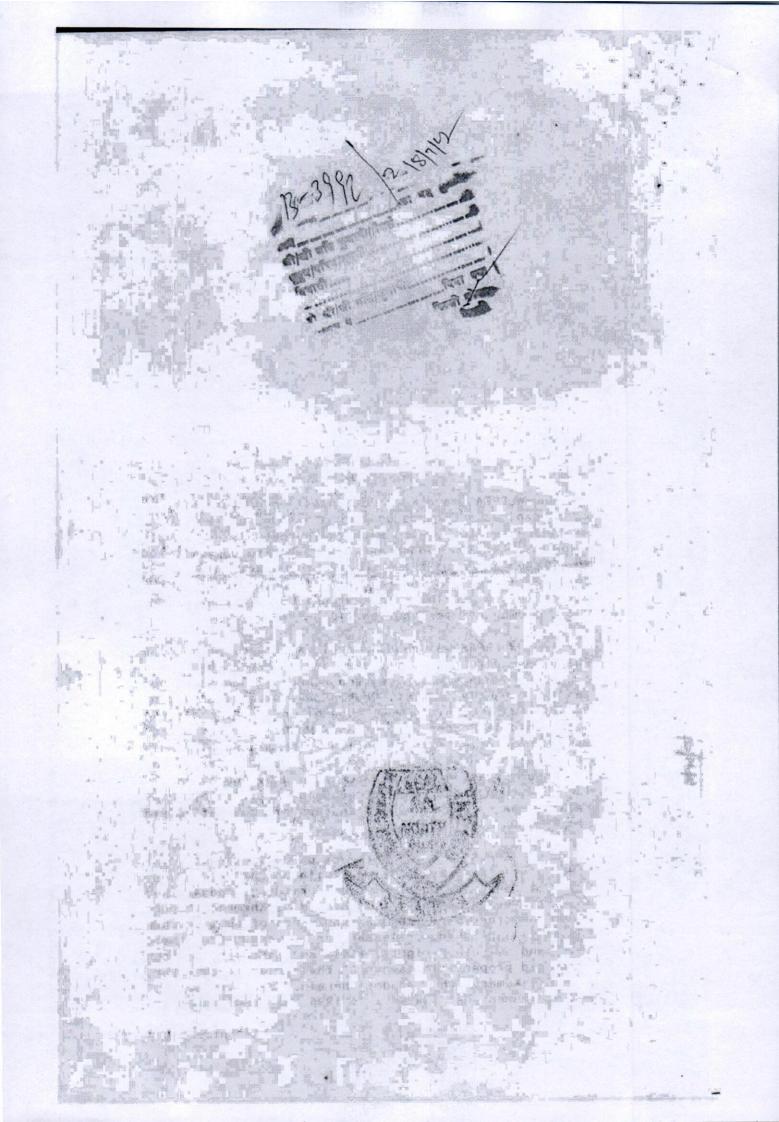
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AND WHEREAS said Shri Jogi Dass son of Shri Bhagwan Dass expired and consequent upon his death the above mentioned property alongwith the perpetual lease hold rights of the land underneath was substituted, mutated and transferred in the name of Shri Murari Lal son of Shri Gopi Ram in the records of Delhi Development Authority, New Delhi vide Khatouni No. 23 Khasra No. 216 in Jamabandi for the year 1969-70;

AND WHEREAS said Shri Murari Lal son of Shri Gopi Ram also expired on 26.11.1989 leaving behind his only son Shri Kishan Kumar, the Vendor herein, and his four daughters namely (1) Smt. Pushpa Devi wife of Shri Y.N. Bansal (2) Smt. Bimla Modi wife of Shri K.P. Modi (3) Smt. Sushila Poddar wife of Shri M. D. Poddar and (4) Smt. Meera Khemka wife of Shri N.M. Khemka as his only legal heirs and successors and there is no other legal heir and successor of the deceased and by operation of law according to Hindu Succession Act, 1956, they became the co-owners and co-sharers of the aforesaid property in equal shares;

AND WHEREAS said (1) Smt. Pushpa Devi wife of Shri Y.N. Bansal (2) Smt. Bimla Modi wife of Shri K.P. Modi (3) Smt. Sushila Poddar wife of Shri M. D. Poddar and (4) Smt. Meera Khemka wife of Shri N.M. Khemka through their Attorney Shri Praduman Kumar son of Shri Kishan Kumar relinquished, released and surrendered their share and all other rights, title and interests in the aforesaid property in favour of their real brother Shri Kishan Kumar, the Vendor herein, by virtue of Relinquishment Deed dated 22.5.1996 duly registered in





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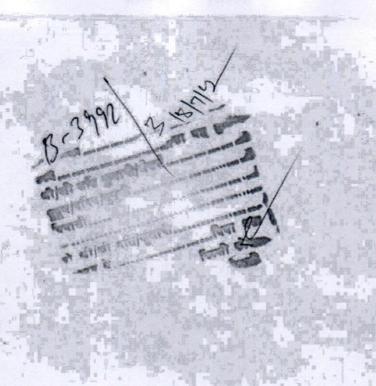
the office of the Sub-Registrar, S.D.No.I, Delhi, document registered as No. 4359 entered in additional book No. I, Volume No. 7227 on pages from 81 to 83 registered on 22.5.1996 and the same was substituted, mutated and transferred in his name in the records of Delhi Development Authority, New Delhi vide their Mutation No. 442 dated 19.8.1996 in File No. TN4(115)/96 dated 16.10.1997 issued by Assitt. Collector (IInd Class), Office of Tehsildar Nazul, Delhi Development Authority, New Delhi;

AND WHEREAS on the basis of the facts and documents aforesaid, the Vendor is the sole, absolute, exclusive and rightful owner and in possession of a three and half storeyed built-up property bearing Municipal Nos. 5181-5182, built on plot No. 140, measuring 238.33sq.yds., situated at Garstain Bastion presently known as NAYA BAZAR, Delhi and bounded as mentioned hereinabove alongwith the perpetual lease hold rights of the land underneath and all fittings and fixtures of electric, water and sanitary with its connections, hereinafter called the PROPERTY, and at present the same is free from all sorts of encumbrances such as sale, mortgage, gift, lien, decree, charges and there is no legal defect in the title of the Vendor, who is fully competent and has full power, absolute authority and unrestricted right to sell and transfer the same;

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AND WHEREAS the Vendor, for his bonafide needs and requirements, has agreed to sell One shop on Ground Floor (without its roof rights), having its carpet area 56.01sq. yds., forming part of property bearing Mpl. Nos. 5181-5182, situated at Naya Bazar, Delhi and bounded as under:-

On the North by... Property No. 5179-80.

On the South by... Common wall with remaining portion of the said property.

On the East by... Main Road Naya Bazar.

On the West by... Railway Land.

more particularly shown in RED COLOUR in the plan annexed hereto, alongwith undivided proportionate share of perpetual lease hold rights of the land underneath the same, hereinafter called the PROPERTY UNDER SALE, unto the Vendees, who have also agreed to purchase the same from the Vendor, for a total consideration amount of Rs. 6,00,000/- (Rupees six lac only) in the ratio 1/3rd, 1/3rd, 1/6th and 1/6th respectively. The entire consideration amount has been received by the Vendor from the Vendees

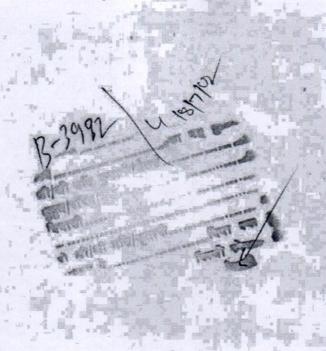
- a) Rs.2,00,000/- (Rupees two lac only) by Pay Order No.063885 dated 17.7.2002;
- b) Rs.2,00,000/- (Rupees two lac only) by Pay Order No. 063883 dated 17.7.2002;
- c) Rs. 1,00,000/- (Rupees one lac only) by Pay Order No. 063884 dated 17.7.2002;

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d) Rs.1,00,000/- (Rupees one lac only) by Pay Order No. 063886 dated 17.7.2002 all are issued by State Bank of Bikaner and Jaipur, Khari Baoli Branch, Delhi.

in full and final settlement of sale price, prior to the execution of this Sale Deed, the receipt whereof, the Vendor hereby again admits and acknowledges before the concerned Sub-Registrar, Delhi and nothing remains due out of the sale price.

## NOW THIS SALE DEED WITNESSETH AS UNDER:-

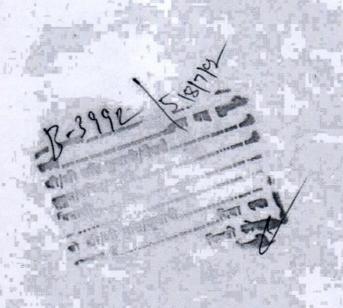
1. That in consideration of the said amount, the Vendor doth hereby absolutely sell, convey, transfer and assign One shop on Ground Floor (without its roof rights), having its carpet area 56.01sq. yds., forming part of property bearing Mpl. Nos. 5181-5182, situated at Naya Bazar, Delhi and bounded as mentioned hereinabove, more particularly shown in RED COLOUR in the plan annexed hereto, alongwith undivided proportionate share of perpetual lease hold rights of the land underneath the same unto the Vendees with all his rights, title, interests, appurtenances, easements, privileges and options thereto.

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- 2. That the Vendees are already in physical possession of the aforesaid property under sale, thus the Vendor has delivered the proprietary/symbolic and constructive possession of the same unto the Vendees at the time of registration of this Sale Deed.
- 3. That the Vendor and his legal heirs and successors have left with no right, title, interest, claim or concern of any nature whatsoever with the aforesaid property under sale and now the Vendees have become the sole, absolute, exclusive and rightful owners thereof and shall hereafter hold, use, enjoy and transfer the same in any manner, they like, as per terms, conditions and covenents laid down in the Perpetual Lease Deed dated 15.9.1919, without any hindrance, claim or demand whatsoever from the Vendor or any other person claiming under or through him.
- 4. That the Vendees shall have no right, title, interest, claim or concern of any nature whatsoever with the other portions of the aforesaid property except the property under sale. The terrace of the said property shall remain the sole and absolute property of the Vendor, who shall have unrestricted right to construct any structure/floors upon the same to which the Vendees shall have no objection.
- 5. That it is also hereby made clear that the southern wall of the aforesaid property under sale shall remain common in between the property under sale and the adjecent portion. The Vendees shall have no right to remove the load bearing walls. The Vendees shall have no right to make any structural changes in the existing structure of the aforesaid property under sale. However, the Vendees may make any internal changes including construction of Duchhatti and digging of basement upto 8' depth under the verandah only i.e. from main road to 22' length, which may not cause any damage to the existing other portions of the aforesaid property.
- 6. That the Vendees can get the above mentioned property under sale mutated, substituted and transferred in their own names on the basis of this Sale Deed in the records of Delhi Development Authority, New Delhi, Municipal Corporation of Delhi, Delhi Jal Board, Delhi Vidyut Board and all other relevant records in the absence of the Vendor.

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2. That the vendess are already in a physical possession of the storess d property under sale. This lendor has delivered the properties risymbolic and openstructive possession of the same into the vendees at the time of registration of this Sale Deed.

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That the vendees shall have no right title, interest, claim or concern of any nature whatenever with the other portions of the discussed property with the property under sale. The terrace of the sale or openty shall remain the sole and absolute property of the vender, who shall have unrestricted right to construct any structure floors upon the same to shirt the vendees shall have no tipection.

That it is also hereby made clear that the southern wall of the storeasid acoparty under sale whall remain the property under sale and the of ingin on even flede sestimev evad line ventees shall have adpin on Profession on angel to the existing enulaunte Posta vawor which any internal changes to paragra una litardoud to h Order the versions of rebroad Sin MOST tending which may not cause any Knig partions of the storesaid A Pregard

That the verdees can get the above mentioned property under sale mutated, substituted and rametered in their own names on the basis of this sale beed in the records of pelbi Development Authority. New Jelni, Municipal Corporation of Delhi, Delhi Jelhi Jel Board, Delhi vidyut Board and all other records in the absence of the vector.

- 7. That all the dues, demands, taxes, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Vendor upto the date of registration of this Sale Deed relating to the aforesaid property and thereafter the same shall be paid and borne by the Vendor and the Vendees proportionately according to their respective portions.
- 8. That all the expenses of this Sale Deed such as stamp duty, registration charges, writing charges etc. whatsoever have been paid and borne by the Vendees.
- That the Vendor hereby further assures and declares that he is the sole, absolute, exclusive and rightful owner of the above mentioned property under sale and is fully competent and has full power, absolute authority and unrestricted right to sell, transfer or alienate the same and the same is free from all sorts of encumbrances, such as sale, mortgage, gift, lien, decree, charges, court-injunction, legal flaws, litigation, burden, attachment, surety, security, disputes, notices, notification, acquisition etc. etc. and there is no legal defect in the title of the Vendor, if it is proved, otherwise or if the whole or any part of the above mentioned property under sale is taken away or goes out from the possession of the Vendees on account of any defect in the ownership of the Vendor, the Vendor shall be liable to make good the loss thus suffered by the Vendees and keep the Vendees indemnified against all such losses, damages, costs and expenses etc. whatsoever thereby accruing to the Vendees and the Vendees shall have the right to recover the same alongwith all other costs and expenses of courts, profit/appearation market value, costs and expenses of renovation and modification etc. whatsoever from the Vendor through the court of law.
- 10. That the Vendor, from time to time and at all times hereafter at the costs and request of the Vendees, do, execute or cause to be done at such times, all such acts, deeds and things whatsoever for further and more perfectly assuring the sale of the above mentioned property under sale in favour of the Vendees, as shall or may reasonably be required.
- 11. That the Vendor has delivered the photostat copies of the Perpetual Lease Deed, Jamabandi, Relinquishment Deed and Mutation Letter aforesaid and all other relevant papers/documents relating to the above mentioned property under sale unto the Vendees.

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That all the dues demands taxes, charges, dutter liabilities and outgoing if any, chall be paid and borne by the Yandor upic the date of degratiation of this Sale Dead relating to the archeshid property and theresites the consistent on the condess proportionately according to their respective patterns.

8. That all the expenses of this Sale Deed such as stamp daty, registration charges, writing charges etc. what seever have been paid and borne by the yendess.

5. That the Vendor hereby further assures and declares that he is the sole absolute exclusive and rightful owner of the above mentioned property under sale and is fully comparent and has full power, absulute suthersty and uprestricted right to sell timester or alienate the same and the same is tree from all sorts of encomprances, such as sale, mortisgs, offt. Hen decree, charges, court-injunction, legal News, illigation, burden, attachment, surety, security, disputes, notices, confined ion, acquisition atc. etc. and there is no lagal defect in the title of ent to service to bevore that another et while of any part of the above mentioned property ant boot two seep to yewe meant of elec table nt losteb year to incoon account of the norther of the embership of the vendor, the Vehdor side of liable to make good the loss thus suffered by the ila janiega beilinmebni saabney and expenses detuing to the Vengees and the the right to recover the same ofthe cours and expenses of court . of washing to value, costs and expenses of Wind firstion atc. whatsoever, from the WEST

tings heredites at the costs and request of the costs and request of the codes described or cause to be done at such times. I had a teller whatsoever for further and more perfectly assuring the sale of the above mentioned property woder as a to recour of the vendees, as shall or may resconding the repuring

That he vendor has delivered the photostat copies of the Perbelosi (see Deed Jamaband). Relinquishment cast and suration (atter aforesaid and all other servent paper (document relating to the shove neutroned (reperty under safe unto the vandees,

IN WITNESS WHEREOF the Vendor and the Vendees have signed this Sale Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses.

WITNESSES:

1. Harmon Madwiff

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ON-16.7.2002

VENDOR (KISHAN KUMAR )

Kilian Kumay

VENDEES
(SMT. URMIL GUPTA)

(PRADEEP KUMAR GUPTA)

(ASHISH GUPTA)

(SMT. RITU GUPTA)

2. Priv Kumar 90 8n. k. k. Goy Al Ho S181-82 Naya Bangar bahoni Gate Sollis' I Tan No. C-010 62000 144 072 balia upto. 4.6.2003

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IN WITHESS WHEREOF the vendor and the vendees Trave signed this Gala Deed after understanding the contents of the same on the day, month and year first above stiften in the presence of the following witnesses. 1 much myself lang Han B VENDOR ? (KISHAN KUMAR ) selenculus. VENDEES rote. le (SMT. URMIL CUPTA) PH FIFTOX 23 5002 F 01 -110 (FRABLEP KUMAR GUPTA) (ATRUO COMT. BITU GUPTAL. STENNIO de titles. de ouration Book No ..

Dist. North)

SITE PLAN OF SHOP BEARING PVT. No. 5181-A FORMING PART OF PROPERTY BEARING MPL. No. 5181-82 SITUATED AT NAVA BAZAK, DELHI-110006. SOLD BY : - SH. KRISHAN KUMAR 3/0 LATE SH. MURARI LAL SOLD TO : - (1) SMT. URMIL GUPTA W/O SH. SUSHIL GUPTA (11) SH. PARDEEP GUPTA S/O SH B.L. GUPTA (III) SH ASHISH GUPTA SO SH. RAJENDER KUMAR \$(IV) SMT. RITU GUPTA WO SH. NITTIN GUPTA . SCALE: -10 0 = 1 Inch. SOLD PORTION SHOWN IN RED COMMON WALL SHOWN IN YELLOW -RAILWAY LAND SOLD CARPET AREA 56.01 SQ. YOS. PORTION OF PROPERTY NO.5181-82 HALL OTHER ROAD GROUND FLOOR PLAN



9.1.2004

To

The Deputy Assessor & Collector, Assessment & Collection Deptt., Municipal Corporation of Delhi,

Delhi .

Mutation of Premises bearing No. 5181-A, Part, Garstain Subject: Bastion Road, Naya Bazar, Delhi-6

Sir,

It is requested that I/We have purchased/acquired the above mentioned property/portion from Sh. Kishan Kumar son of late Sh. Murari Lal

Sale Deed No. vide

Dated

And now hereby apply for mutation of the aforesaid property/ Portion and I/We am/are enclosing herewith the documents.

- Affidavit duly attested. Indemnity duly attested.
- 2.
- Photocopy of Sale Deed 3.

Kindly carryout the mutation in my/our name(s) and issue mutation letter and oblige. I/We am/are prepared to pay all admitted amount of property taxes and any other charges of MCD byelaws.

Thanking you

13, Jawahar Lal Webru Yours faithully

(Urmil Gupta)

(Pradeep Kumar Gupta)

tu Gupta)

of AG-31, Shailmar Bagh, Deilli-1100000 (18. 2111)