

44 17/11/2001



01CC 779768



SALE DEED FOR A SUM OF RS. 4,80,000.00.
 STAMP DUTY PAID @ 3 % RS. 14,400.00
 CORPN. TAX PAID @ 5 % RS. 24,000.00
 TOTAL DUTY PAID @ 8 % RS. 38,400.00

This Sale Deed is made and executed at Delhi, on this 17th day of
 January, 2001, by and between:--

1. Shri Ashok Kothari *Dh/05/059/018 204 dt. 29-3-1995*
 S/o. late Shri Bajrang Lal Kothari
 R/o. 5476, Basti Harphool Singh, Delhi - 6,
 hereinafter called the VENDOR of the one part,
AND / IN FAVOUR OF

1. Shri Sanjay Kumar Surana *PP.NO.M-089612 dt. 17.8.1992.*
 S/o. late Shri Dungar Mal Surana
 R/o. 3/4, Basti Harphool Singh, Delhi - 6,
 hereinafter called the VENDEE of the other part,

Amok Kumar Kothari

Sanjay Kumar Surana

39534

200001
150001
100003
100004

38400

11/1/01

Sony Sanyo
Durga Prasad
640 3/4 Busti
Harpool Singh
near Sadar Police
Station De

17/1/2001

47 @

Sh. Ashok Kothari
Late Sh. Bajrang Lal Kothari
5476, Busti Harpool Singh
Dehli-6
17/1/2001

12-1 @

17/1/2001





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Expressions the VENDOR and the VENDEE shall mean & include the parties themselves, their respective legal heirs, executors, successors, administrators, representatives & assigns.

WHEREAS Shri Dungar Mal Surana S/o. Shro Sohan Lal Surana R/o. 3/4, Basti Harphool Singh, Delhi -6, was the sole & absolute owner, occupier and in actual, physical possession of a free hold built up entire property No. 219, measuring 5 Bighas 15 Biswas out of Khasra No. 219, Khewat No. 14, Khatauni No. 35, situated in the area and revenue estate of Village - SADHORA KALAN, and now colony known as SANJAY NAGAR, GULABI BAGH, DELHI- 11 00 07, with electricity, water, sewage connections installed therein, having purchased the same vide Sale Deed duly Registered as document No. 4103 in Additional Book No. I Volume No. 338 on pages 197 to 204 on dated 8.10.1957, in the office of the Sub Registrar, Sub District No. I, Kashmiri Gate, Delhi -6, from its previous Landlord/ Bhumidhar Shri Om Parkash S/o. late Ch. Manik Chand Saini.

Shri Sohan Lal Surana

Signature



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AND WHEREAS lateron said land was under acquisition u/s. 4 and 6 of Land Acquisition Act, 1804, vide Notification No. F-15(HI)/59-LSB dated 13.11.1959 and F-4(83)/62-L & H dated 22.10.1962, respectively vide Award No. 1555 on 4.4.1963.

AND WHEREAS lateron said land was RELEASED FROM ACQUISITION as per the Order/Letter No. F-11(26)/79-L&B/LA/26853 dated 29.10.1993, issued by Shri G.S. Meena, Under Secretary, (LA), Govt. of N.C.T. OF DELHI, Vikas Bhawan, New Delhi -2, in view of the POrders of the Hon'ble Supreme Court of India, New Delhi, DATED 9.11.1990, in C.W.P.N. 453 OF 1971 titled as Dungarmal Suran....Vs.....Dy.Commissioner Delhi & OTHERS

AND WHEREAS said shri Dungar Mal Surana had executed a WILL duly registered in the office of the Sub Registrar, regarding his properties wherein he had bequeathed a portion measuring Appx. 460.00 Sq. Yards within the land of property No. 219, Khasra No. 219, now colony known as SANJAY NAGAR, GULABI BAGH, within the land of Khewat No. 14, Khatauni No. 35 in the area and revenue estate of VillageS ADHORA KALAN, DELHI - 7, and which is bounded as under:-

Approximate measurement

[Signature]



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EAST ~~21' WIDE COMMON PASSAGE~~
 WEST PROPERTY OF SHRI SURAJ MAL SURANA
 NORTH PROP. OF SH. ASHOK KUMAR &
 RAJENDER KUMAR DUGAR
 SOUTH 40' WIDE ROAD

in favour of the above named Vendor Shri Ashok Kumar Kothari, who is the Son-in-Law of said Shri Dugar Mal Surana, and the said WILL is duly registered also as document No., 24268 in additional Book No. III Volume No. 1347 on pages 100 to 108 on dated 22.5.2000 in the office of the Sub Registrar, Pitam Pura, Delhi --110 034.

AND WHEREAS later on said Shri Dugar Mal Surana expired on 9.7.2000, without cancellation, revocation of the above Registered WILL and also without Execution of any further fresh or new WILL.

done in presence of

Signature



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AND WHEREAS on the facts mentioned above the Vendor is the sole and absolute owner of said property measuring 460.00 Sq. Yards bearing part of Municipal Property No.219, situated at SANJAY NAGAR, GULABI BAGH, Khasra No.219, Khewat No.14, Khatauni No. 35, situated in the area and revenue estate of Village- SADHORA KALAN, DELHI -7, and is fully competent, entitled, empowered, authorised to sell, mortgage, gift, exchange, leaseout or to transfer or to dispose off said property in any manner as also the Vendor may deem fit and proper to do so as his own property without any claim, demand, objection, interference of any kind of any one else whosoever and that there is no defect in his title of ownership regarding said property and the Vendee is also in well knowledge regarding this fact of ownership of the vendor being his Brother-in-Law.

AND WHEREAS now the Vendor for his legal needs & bonafide requirements has wished, desired, agreed and decided to sell while the VENDEE also has agreed to purchase the Front Portion i.e. on SOUTHERN SIDE measuring 62'x 42'-5"= 2692 .00 sq. feets = 299.1 Sq. Yards out of

As per Memorandum

[Signature]



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total area 460 Sq. Yards of said property which is shown in RED COLOUR in the plan attached hereto with land and the roof terrace rights upto sky and which is bounded as under:-

EAST	COMMON PASSAGE 21' WIDE
WEST	PEOP. OF DR. SURAJ, MAL SURANA
NORTH	REMAINING PORTION 160.8 SQ. YARDS OF THE VENDOR
SOUTH	ROAD 40'

on the following terms & conditions of this Sale Deed.

NOW THIS SALE DEED WITNESSETH AS UNDER

1. That the total sale price of said portion measuring 299.1 Sq. Yards out of total area 460 Sq. Yards of said entire property No. 219, out of its entire land area 5 Bighas 15 Biswas situated at SANJAY NAGAR, GULABI BAGH, within the land of Kh.No.219, Khewat No. 14, Khatauni No. 35, in the area and revenue estate of Village- SADHORA KALAN, DELHI - 7, which is shown in RED COLOUR on SOUTHERN SIDE of said property is fixed/settled by and between the parties at a sum of Rs. 4,80,000/- (Rupees

For me and my heirs

[Signature]



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four lacs eighty thousand only) which the Vendor has received in full and final from the vendee vide Cheque No. 620439 dated 17.10.2000 drawn on Bank of Baroda, Sadar Bazar, Branch, Delhi - 6, for a sum of Rs. 5,00,000/- (Rs. five lacs only) out of which Rs. 4,80,000/- (Rs. four lacs eighty thousand only) have been received as the cost /sale price of said portion and Rs.20,000/- (Rupees Twenty thousand only) as the charges of one Water Cooler and 5000 Bricks installed/lying therein in full and final from the Vendee and the Vendor doth hereby admit & acknowledges the receipt thereof and now nothing sale price is due from the Vendee to the Vendor against the sale of said Portion of property fully detailed and described hereinabove.

2. That actual, physical possession of said property is already with the Vendee hence only ownership, proprietary, symbolic, possession, has been handed over by the Vendors to the Vendee by way of this Sale Deed.

Amun Kumar not H.

Signature



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3. That all up to date taxes, dues, charges of said property shall be paid by the Vendors and in future from the date execution of this sale deed shall be paid by the Vendee to all the concerned Govt. Depts. such as House Tax, electricity & water bills etc from their own funds.
4. Vendors have handed over the photocopy of previous Deed and documents relating to said property to the Vendee at the time of registration of his Sale Deed.
5. The Vendor has assured the Vendee that said property is free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, lease, suits cases, decree, injunctions, legal flaws, family dispute, equitable Mortgage, revocable/irrevocable. General as well as special power of attorney, Agreement to sell & purchase, earnest money, advance amount, part payment receipt etc. whatsoever & if it is proved otherwise then the Vendors shall be liable and responsible or the same.
6. Vendors have further assured the Vendee that if said property or any part, portion, share floor thereof goes out of the possession of the Vendee due to any defect in the title of ownership of the Vendors then also the Vendors and all their properties both moveable/ immoveable whatsoever and wheresoever shall always be liable and responsible to indemnify the vendee for all such losses, damages, consequences, which may be so caused to the vendee failing

for me muneer with

for me



- 9 -

which the vendee can recover the same from all said properties of the vendors through the court of law at the cost risk and expenses of the vendors under specific performance Act on the basis of this sale deed.

7. That now the vendor has left with him no rights, titles, interests, authorities, shares powers of ownership in said property and have sold, conveyed assigned, handed over, released, delivered, transferred the same to the vendee and the same have gone, devolved upon & vested in the vendee exclusively and for ever by way of this Sale Deed.

8. That all expenses of this Sale Deed are paid by the vendee.

9. That the vendee has become the sole & absolute owner, occupier & in actual, physical possession of said property under sale and shall be fully entitled, empowered, authorised to use, occupy, enjoy, hold, sale, mortgage, gift, exchange, leaseout or to transfer or to dispose off the same or to construct the same in any manner as also the vendee may deem fit and proper to do so as his own property/floor without any claim, demand, objection, interference of the vendors, any of his legal heirs or any other person claiming under the vendor whosoever on the basis of this Sale Deed.

10. That all parties to this sale Deed are Indian Citizens.

As per number with -

Signature

11. That the vendee can apply & get installed new, fresh, separate electric, water, power, telephone connections in said property in his own name from the concerned Govt. Departments at his own costs, expenses, under his own signature on the basis of this Sale Deed.

12. That the vendee shall not make any such additions, alterations, changes, renovations, modifications in said portion/property which may cause any break-ages, damages to the adjoining properties in any manner.

13. That the vendee shall have besment etc. under and the roof/terrace. rights. up to sky there above.

14. That the vendee can apply and get mutated/transferred said property under sale of said property in his own name in all the concerned Govt. Departments at his own costs, expenses, under own signatures and even in the absence of the vendor also on the basis of this Sale Deed if the vendor fails to do so.

IN WITNESSES WHEREOF the parties have signed this sale Deed at Delhi, in the presence of the following witnesses on the date, month and year first written above.

WITNESSES

1. (ASHOK KUMAR CHORARIA)

S/O. SHRI MAL CHAND CHORARIA

R/O. 5462, BASTI HARPHOOL SINGH

DELHI-6. DL/05/059/018758 dt.

27.5.1997.

V E N D O R S

(HANUMAN MAL JAIN)

S/O. SH. MAGAN LAL JAIN

R/O. 5750, BASTI HARPHOOL SINGH : DELHI-6.

DL/05/059/024378 dt. 28.6.1995.

V E N D E E

OF PROPERTY BEARING NO. 219. SITUATED

GULABI BAGH DELHI-

IED BY:- SH. ASHOK KUMAR KOTHARI S/O LATE SH.
BAJRANG LAL KOTHARI

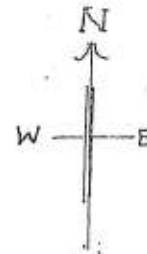
LD TO:- SH. SANJAY SURANA S/O LATE SH. DUNGAR
MAL SURANA

SOLD PORTION SHOWN IN RED COLOUR

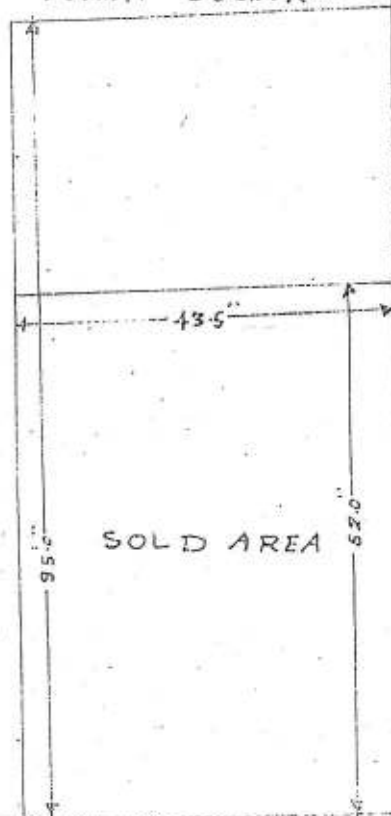
SOLD AREA :- $62'0" \times 43'5" = 2692 \text{ sq. feet} / 299.1 \text{ SQYDS}$

SCALE:- $20' = 1"$

PROPERTY OF SH.
ASHOK KUMAR/RAJINDER
KUMAR DUGAR



PROPERTY OF SH. SURAJ MAL SURANA



21'0\"/>

GATE
No. 2

ROAD 40'0\"/>

18-15

18-15

DR. SINGH & ASSOCIATES
ARCHITECTS
REGD. BUILDING
M.C.D. LICENSE NO. 1000
CH. NO. 67, T-1151 BLOCK,
PINK SIDE, TISHAZARI COLONY
DELHI-110054