

Eros Cinema Building
Jangpura Extension,
New Delhi - 110014

Dated 29.11.1984.

THE PUNJAB KASHMIR FINANCE (P) LTD..

19, G.T. ROAD,

JULLUNDER.

Subject:- RESERVATION OF COMMERCIAL SPACE IN THE
PROPOSED MULTI-STOREYED BUILDING TO BE KNOWN AS
ANUPUM BHAWAN AT PLOT NO.(s)
A-1/3, NANIWALA BAGH, AZADPUR, DELHI

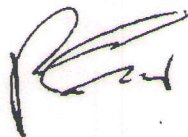
Dear Sir(s)/Madam,

Reference to your request for the reservation of space in the proposed multi-storeyed Building on the above mentioned Plot(s), we agree to reserve for you:-

SPACE NO.3 on an approximate covered area of
638 Sq.ft. on INTERMEDIATE (normal height) floor in the said Building at
Rs. 300/- (Rupees Three hundred only)
per Sq.ft., subject to your acceptance of the following terms and conditions:-

1. The reservation is "Provisional" and subject to the sanction of plans by the local sanctioning authorities. If for any reason any changes are required to be made by the sanctioning authorities or by the Architects or the Promoters at any time before or after the sanction of any such plans, resulting in reduction or increase in the above mentioned area, shape or its location, no claim, monetary or otherwise, will be raised or accepted, except that the price will be calculated on the changed area on the rate per Sq.ft. as agreed above.
2. If for any reason the whole project is abandoned, no claim will be preferred except that your money will be refunded, or you can appoint another nominee in your place subject to our acceptance.
3. The rate per Sq.ft. is for the covered area. Covered area includes the area under periphery walls upto the cupboard line and half the area under common walls between two flats. The areas under Common Lobbies, toilets and stair cases, passages, etc., etc. corridors of the Building and one half of the area under balconies and projections will also be charged extra in proportion to the area of the Shop/Flat/Storage space.
4. If the area differs at the time of possession, cost would be adjusted accordingly.
5. The drawings displayed in the office of the Builders are "Provisional" and subject to change during the course of construction at any time without any claim from you.

(Contd...p.2)



Balbir Singh

Balbir Singh

6. The price does not include the cost of individual service connection charges and the cost of fans and light fixtures, etc., etc. It is clarified that you will also have to share the cost and installation expenses of the Transformer, all main and vertical cables, switches, etc., etc. which would be installed for supplying electricity to the flats/building and also the proportionate value of the space utilised for such installations. The amount as apportioned by us will be paid to us as and when demanded by us.

7. The total price of the space agreed to be sold will be paid by you in instalments at intervals as laid down in the Annexure "A" attached to this Agreement, which is the essence of the sale agreement.

8. The mode of payment mentioned in the Annexure "A" is the essence of this agreement. If the payment is not received within the stipulated period given in the Instalment Call Notice, the reservation will be liable to be cancelled at the sole discretion of the Company and in that case the earnest monies will be forfeited and the balance of amount will be refunded without any interest. All payments shall be made at our office in New Delhi.

9. The rate mentioned in the agreement is worked out on the basis of cost of construction/building materials, wages, etc., prevailing on the date of initial reservation. The escalation in cost of construction, if any, from that date onward would be borne by the purchaser.

10. Flat Buyer's Agreement will be executed by you on the Company's standard form as and when required by us.

11. This agreement is non-transferable. Substitution of the name of the intending buyer by another intending buyer will need our prior approval in writing. We reserve our right to refuse any such substitution without assigning any reason whatsoever.

12. Common maintenance charges @ 25 paise per Sq.ft. of covered area per month or as may be fixed by us from time to time will have to be paid by all flat buyers except in the case of Basement storage accommodation which shall be 15 (fifteen) paise per Sq.ft. of covered area or as may be fixed from time to time. Such charges would be subject to periodical increase in proportion to the relative increases in the costs of the inputs and for that purpose the yard-stick of the living index as published by Delhi Administration from time to time may be applied as a guide line. Bill for this will be raised by the Company/Builders or our nominees or as the case may be. However, the flat buyers can recover the same from their tenants. Further 7 (seven) paise per Sq.ft. of the Flat area per month shall be payable by you towards a Sinking Fund to be established for replacement of capital goods like lifts, pumping sets, water mains, electric cables, etc., etc. The prescribed charges may be increased or decreased as may be required by circumstances. These charges have been fixed keeping in view the present prices of commodities and service official levies, fees, taxes, water and electricity rates. Bill for the same may also be similarly raised.

13. The intending purchaser has satisfied himself/herself as to the title the Company has over the Plot(s) of land over which the multi-storeyed Building is going to be constructed by the Builders.

14. The Terrace at the top of the Building will always before or after the execution of transfer deeds remain with the Promoters/Builders or their nominees and they will be fully authorised to use the same in whatever manner they consider it proper.

Similarly, the Builders or their nominees only will have the sole rights to use any external portion of the Building or

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terrace of the Building for publicity purposes in any manner they think proper.

15. The space buyers will pay their share of ground rent, property taxes, water charges and any other cesses which may be levied on the property for the period of construction as well as thereafter (as also as owner buyer or occupier thereof) immediately on demand to the Company or their nominees regularly. Demand for property taxes will normally be expected to be direct to the space buyers by the Delhi Municipal Corporation. Share of Ground Rent will be worked out by this Company/Builders or our nominees, keeping in view the total ground rent payable plus some service charges and will depend on the area of each space and the amount so calculated by us will be binding on the space holders. Similarly, if the property taxes had to be paid jointly, the amount payable will be apportioned to each space buyer by us/promoters and the buyer will be required to pay the sum immediately, including some service charges. If for any reason such dues are not paid regularly, the promoters will not be responsible for any consequences arising therefrom and we/promoters will be entitled to take any other suitable action including discontinuation of services for the recovery of such dues plus surcharges besides any losses or damages which may become payable to us or to other buyers due to such non-payments.

We the Builders or our authorised representatives, firms or agencies as may be nominated or set up by us will continue to manage the services to manage the properties and recover all dues as payable by the space purchasers irrespective of the fact whether the plot(s)/property is transferred to any co-operative society or body corporate or individuals. The space buyer consents to it and binds himself/herself not to question it either singly or in association with other buyers.

16. Conveyance/transfer of the space/building will be executed in the name of a Limited Company or a Corporate Body/Co-operative Society or as may be decided by the Company/Promoters. Conveyance/transfer will be executed only after all the purchasers of space have paid their respective instalments of cost and other dues of the flats etc., etc. The Company may transfer earlier entirely at its discretion. The Company may decide to transfer the spaces in the name of each buyers separately. If any other mode of transfer of flats is considered desirable by the Company/Promoters, the same will be binding and acceptable to the space purchasers. The entire cost of transfers of the plot(s) and the Building by the M.C.D. and thereafter in favour of the purchasers respectively in all cases shall be borne by the purchasers of spaces.

The spaces agreed to be sold under this arrangement will be transferred only after obtaining all necessary permission which may be required to be obtained under the lease conditions and under any other law in force for such transfers. The costs for obtaining such permissions shall be borne by the intending purchaser.

17. On the execution of the transfer/conveyance deed in the manner as above mentioned, the rights of the purchaser shall be limited to the use and owner-ship of the space specifically sold to him/her under such transfer/conveyance deed.

18. We the Builders reserve our rights to further construct storeys or any structure/building or construction upon the Building, if such construction/storeys/structures is approved

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by the authorities and the allottees shall have no rights to question the same.

19. The space buyer will not make any additions/alterations in the space or building without written permission from the Builders and the concerned authorities.

20. The space buyer shall abide by all laws, bye-laws, rules and regulations of the New Delhi Municipal Committee/Local Bodies or of the proposed Body Corporate of the Flat buyers (as and when formed and till then as prescribed by the Builders) and shall be responsible for all deviations, violations or breach of any of the conditions of laws/bye-laws or rules and regulations. Running of Restaurants/Canteens and such other eating places within the premises will need the prior approval of the Builders who may reject any such request without assigning any reasons.

21. The space buyers shall abide by the terms and conditions of the Lease of the said Plot(s) in favour of the Company.


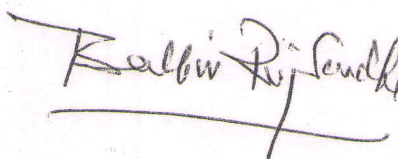
22. You will not be entitled to delay any payments due to us due to your having made any enquiries touching this arrangement or dues to any reasons whatsoever.

23. The Company and their nominees will be entitled to charge interest at the rate of two per cent per mensum in the event of late payments in respect of the cost of the space agreed to be sold and other current or recurring dues payable to us or our nominees. It is clearly understood and agreed that the provisions of interest does not in any way prejudice the rights of the Company for forfeiture of earnest monies and cancellation of the transactions as provided in terms of this agreement.

24. In the event the common toilet facilities are provided in the floors/building, the space buyers will be liable to pay the value of such facilities proportionately to their space to the overall space of the floor/building. It will be calculated at the same rate as the sale of this space.


25. The Company may at its absolute discretion receive payments of its dues after the due date(s). This will, however, be without prejudice to the rights the Company derives under the terms of the agreement. Any late acceptance of the dues shall under no circumstances be construed to mean any general relaxation in the payment of past or future dues of the Company or would mean amendment in the terms of payment under the agreement, as timely payment is the absolute essence of this contract.

26. All letters posted to you on the address mentioned in the agreement (or on the changed address intimated by you in writing by Registered Post) shall be deemed to have been delivered to you whether the same are refused delivery by you or returned undelivered due to your absence on the given address.

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If the above terms and conditions are acceptable to you, please sign one copy of the same in token of your acceptance.

Yours faithfully,
for R.C.Sood & Company Ltd.

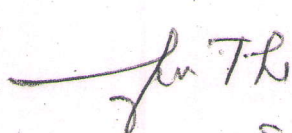
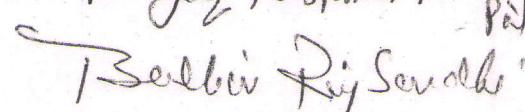

Director.

I/We have fully satisfied myself/ourselves in all respects and hereby accept the terms and conditions mentioned above in toto and accordingly I/we make the following payments:-

1. Rs.1,70,000/- (Rupees One lakh seventy thousand only) vide Cheque No.387365 dated 28.11.1984 drawn on Canara Bank, Lajpat Nagar, New Delhi.

A special discount of 10% (ten per cent) has been allowed.

2. Balance to be paid by December, 28, 1984.

 T.L. Punja / Kashmin Finance
Pat. 4/84
 Belbir Raj Sen
Applicant(s)
Managing Director

MUNICIPAL CORPORATION OF DELHI

ASSESSMENT AND CG DEPARTMENT

(SPECIAL ASSESSMENT UNIT)

Minto Road Complex, Viveka Nand Marg, New Delhi

No. Tax/SAU (A&C)/86.....657.B.

Dated...30.6.86

To

Sh./Smt. The Punjab Kashmir Finance (P) Ltd.,

19 G.T. Road.

Jullandhar (Punjab)

KUNDAN LAL
Dy. Assessor & Collector
Special Assessment Unit

Sub. :- Assessment/Mutation in respect of Flat No. M-3/A-1/3 at Nanowala Bagh.

Dear Sir/Madam,

Reference this office/your letter No.....dated....., you are requested to attend the office in Room No. 10 on 9.7.86 at 2.16 alongwith the following documents :-

1. A copy of Purchase Agreement.
2. A copy of Possession letter.
3. A copy of Rent Agreement, if the flat is on rent.
4. If the flat is in self use or lying vacant, an affidavit to this effect, sworn on Rs. 2/- non-judicial stamp paper duly verified by a Notary Public.
5. Deposit Transfer Duty @ 5% of the purchase price of the flat through a Bank Draft in favour of "Municipal Corporation of Delhi".

If you fail to attend this office in person or through your authorised representative, the case will be decided ex-parte on the basis of the information available at site, which please note.

Yours faithfully,

26. Rajiv Kumar Officer
Secretary attended this office.
He says that the owner is
out of station. Adjourned
on request
Next date
30.7.86

Dy./Asstt. Assessor & Collector (SAU)

(Minto Road Complex)
Vivekanand Marg
NEW DELHI-2

Minto Road Complex,
Vivaka Nand Marg,
New Delhi.

No. Tax/SAU/86;

Dated: 25/7/84

Sh/Smt. The Punjab Kashmir Finance Pvt Ltd.

19, E.T. Rd. Jalandhar 144001

Sub: Flat No. M-3/A1/3 Hauz Khas Bypass
Delhi

Dear Sir/Madam,

It is to inform you that the above noted flat has been assessed/
mutated in your name on the basis of the documents submitted by you and
the Rateable Value has been fixed at Rs. 11,860/- p.a. w.e.f. 7/11/84
Rs. p.a. w.e.f. & Rs.
p.a. w.e.f. The liability for payment of property tax
now lies with you for which a bill will be sent to you in due course.

11,860/-
7-11-84

Yours faithfully,

KUNDAN EAL
Dy. Assessor & Collector (SAU)
Special Assessment Unit

प्रति-बाब 642-999 अन्तर्गत प्रत्येक रु 100 एक डिमीट-27/9/85

(यह हाउस मालिक के नाम पर है)

जिस से, यदि कोई मालिक
है तो उसके नाम की जाँच
दिल्ली नगर निगम विकास
नगर/भारत सरकार के विनि-
पर प्रतिकूल प्रभाव नहीं होगा।

दिल्ली नगर निगम
सम्पत्ति कर की राशि

निम्नलिखित सम्पत्ति का एक चूक मात्र
को The Punjab Kashmir Finance (Pvt) Ltd.
पता 19/E.T. Rd. Jalandhar

दिल्ली नगर निगम के लिए बसूले पाया, जिसकी राशि मुझे की दशा में उसके/उसके खातों में जमा कर दी जायेगी।

मांग सं०/कोड नं०

सम्पत्ति का विवरण

चैक का विवरण

सम्पत्ति नम्बर M-3/A1/3
हलाका/वस्ती Hauz Khas Bypass
नम्बर 440820
तिथि 25-7-86
बैंक का नाम P.B.I. Agency Ltd.

समाप्त कर	मालिक कर	बसुले कर	सफाई कर	विशेष उपकर	कुल	नोटिस का ब अन्य प्रसार
रु० प०	रु० प०	रु० प०	रु० प०	रु० प०	रु० प०	रु० प०
5/	Twenty	Shed	Shed	Shed		
बातू वर्ष	का	का	का	का		
के लिए	का	का	का	का		

अब मैं P.B.I. Agency Ltd. के नाम पर 11,860/- रु० का चेक काट रहा हूँ।

आपकी तिथि 25/7/84
आपके दफ्तर के अधिकारी के हस्ताक्षर
आपके दफ्तर के अधिकारी के हस्ताक्षर

FORM No. 37EE

[Under Rule 48DD]

Statement to be Registered with the competent authority under section 269AB (2) of the Income-Tax Act, 1961

1. Name and address of the transferor
M/S. R.C. SOOD & COMPANY LIMITED
8808 CINEMA BUILDING, JANGPURA EXT.,
NEW DELHI-14.
2. Name and address of the transferee
THE PUNJAB KASHMIR FINANCE (P) LTD.
19, G.T. ROAD, JULLUNDER.
3. *Detailed description, location and other particulars of the property transferred
Space No.3 on Intermediate Floor(normal height) in the Building at Plot No.A-1/3, Naniwala Bagh, Azadpur, Delhi.Approx. area 638 sq.ft.
Lease-hold
4. Whether land is freehold or leasehold
Lease-hold
5. In the case of building :—
 - (a) floorwise plinth area
Space No.3, on INTERMEDIATE FLOOR (normal height) Approx.area.638 sq.ft.
 - (b) year or years in which the building was constructed
30.4.1984.
6. Where the transfer of property involves transaction of the nature referred to in section 269AB (1) (a)—
 - (a) date of transfer
NOT APPLICABLE.
 - (b) date on which possession of the property was taken by the transferee
NOT APPLICABLE.
if the date at (b) above is prior to the date at (a) above and the transferee retains the possession of the property in part performance of the contract and does some other act in furtherance of the contract :—
 - (i) the nature of the act performed by the transfers in furtherance of the contract
NOT APPLICABLE.
 - (ii) the date on which such act was performed by the transferee
NOT APPLICABLE.

(Also attach copy of the contract)
7. Where the transfer of property involves transaction of the nature referred to in section 269 AB (1) (b)—

YES.

 - (a) name and address of the co-operative society, company or other association of persons
NOT APPLICABLE
 - (b) date of becoming a member of and/or acquiring shares in co-operative society company or other association of persons
NOT APPLICABLE
 - (c) number and face value of the shares
NOT APPLICABLE
 - (d) if the transfer is otherwise than by way of transfer of shares in a co-operative society, a company or other association of persons—

YES

 - (i) the nature of act having the effect of transferring or enabling the enjoyment, of property
Agreement for reservation of space at Building No.A-1/3, Naniwala Bagh, Azadpur, Delhi.
29.11.1984.
 - (ii) the date on which such act was performed
Photostat copy of agreement attached.