

6 ch



दि 29 नवंबर 2006
28735

PAN: A E 1059

SALE DEED

SALE DEED FOR A SUM OF	Rs. 83,25,000/-
STAMP DUTY @ 5 %	Rs. 4,16,250/-
CORPORATION DUTY @ 3 %	Rs. 2,49,750/-
TOTAL	Rs. 6,66,000/-

This Sale Deed is made and executed at Delhi on 29th day of November 2006

By and Between

Shri Vinod Mittal S/o Shri D.D. Mittal R/o 4, Battery Lane, Rajpur Road, Delhi (hereinafter called the **VENDOR**) which expression unless repugnant to the context shall mean and

(Signature)

(Signature)



दिल्ली DELHI

049058

include its assign, successors, nominees, attorneys, administrators, legal representatives etc.

IN FAVOUR OF

M/s Mohan Infracon Pvt. Ltd. having its registered office at 354, Tarun Enclave, Pitampura, Delhi through its authorised signatory Shri Adarsh Mohan, S/o Shri Jai Kishan, R/o KU-73, Pitampura, Delhi (hereinafter called the **VENDEE**), which expression unless repugnant to the context shall mean and include its assign, successors, nominees, attorneys, administrators, legal representatives etc. who is duly authorised vide Board Resolution dated 28/11/06 to sign and execute the Sale Deed.

AND

Master Pranav Mittal, S/o Shri Vinod Mittal through his guardian Shri Vinod Mittal and Master Vithal Mittal, S/o Shri Manoj Mittal through his Attorney of guardian Shri Vinod

[Handwritten signature]

[Handwritten signature]



दिल्ली DELHI

049057

Mittal, both residents of 4, Battery Lane, Rajpur Road, Civil Lines, Delhi, as Confirming Party.

WHEREAS Shri Ram Chand Lila Ram R/o 14-15F, Connaught Place, New Delhi purchased Bungalow No. 7, Court Road, Delhi from the Ministry of Rehabilitation, Government of India, New Delhi vide Certificate of sale issued on 22/5/1957 by the Court of Shri Sunder Lal, Competent Officer, Delhi in the case Custodian verses Gauri Shander etc., being Case No. 246, 440, 628 and Claim No. 293, 256 and Sale Poster Serial No. 500 for a sum of Rs. 1,91,000/- (Rs. One Lac Ninety One Thousand only) with an area measuring 17852 sq. yds. Approx.

AND WHEREAS Shri Ram Chand Lila Ram referred to above sold the entire property referred to above comprising the area measuring 17852 sq. yd. Approx. together with structure standing thereon as detailed in the Certificate of Sale referred to above, Property known as Bungalow No. 7, Court Road, Delhi for

Handwritten signature

Handwritten signature



दिल्ली DELHI

049056

Rs. 1,80,000/- (Rs. One Lac Eight Thousand only) in favour of Sh. Hari Singh Mehra, S/o Shri Radhey Mohan Mehra and Smt. Kamala Wati Mehra W/o Shri Hari Singh Mehra both R/o Bungalow No. 7, Court Road, Delhi in the ratio of 8/9 and 1/9 respectively vide Sale Deed dated 31/3/1959 registered as No. 2606, in Addl. Book No. I, Volume No. 3151, on pages 58 to 64, on dated 15/12/1959 in the office of the Sub Registrar Delhi.

AND WHEREAS said Shri Hari Singh Mehra and Smt. Kamla Wati Mehra became absolute owners of the property referred to above free from all encumbrances of any kind whatsoever, save as disclosed.

AND WHEREAS said Shri Hari Singh Mehra declared his share of property in his Hindu Undivided Family known as Hari Singh Mehra & Sons on 2-5/4/1969 consisting of and constituted by himself as Karta and his wife Smt. Kamla Wati & sons, namely S/Shri Ramesh Chander Mehra, Brijesh Chander Mehra, Dinesh

[Handwritten signature]

[Handwritten signature]



दिल्ली DELHI

049055

Chander Mehra and Rajesh Chander Mehra as members thereof and Kumari Aruna Mehra, daughter of Shri Hari Singh Mehra.

AND WHEREAS the said share of Shri Hari Singh Mehra referred to above became the property of his family as Hari Singh Mehra & sons as considered, recognized and accepted by the Department of Income Tax in the order of Assessment of Income Tax dated 23/3/1973.

AND WHEREAS said Shri Hari Singh Mehra S/o Late Shri Radhey Mohan Mehra R/o 7, Court Road, Delhi for self and as Karta of his H.U.F. known as Hari Singh Mehra & Sons, (2) Smt. Kamla Wati Mehra for self and member of the H.U.F., known as Hari Singh Mehra & Sons, (3) Shri Ramesh Chander Mehra, (4) Shri Brijesh Chander Mehra, (5) Shri Dinesh Chander Mehra and (6) Shri Rajesh Chander Mehra all sons of Shri Hari Singh Mehra R/o 7, Court Road, Delhi, members of joint Hindu Family known as Hari Singh Mehra & Sons as referred to above being the coparceners of the said H.U.F., and Kumari Aruna Mehra

(Signature)

(Signature)



दिल्ली DELHI

049054

daughter of Shri Hari Singh Mehra R/o 7, Court Road, Delhi being the consenting party **sold** the property referred to above, Bungalow No. 7, Court Road, Delhi as detailed in the Certificate of Sale by the Ministry of Rehabilitation, Govt. of India, New Delhi, with super structure standing thereon, with all fitting and fixtures, outhouses, garage, kitchen and well etc., entirely free from all encumbrances, charges, liens, attachments, litigations, demands, orders, injunctions of any notice whatsoever of any kind, in favour of

- (i) Shri R.K. Chhabra, S/o Late Shri D.D. Chhabra alongwith others vide Sale Deed registered as document no. 4669, in Addl. Book No. 1, Volume No. 3661 on pages 154 to 164, on dated 15/12/1978 with the Sub Registrar No. 1, Delhi, being purchaser of 7 of 1/20th undivided share of the property being Bungalow No.7, Court Road, Delhi.

AND thus in the aforesaid manner, Shri R.K. Chhabra, became the absolute owner of 1/20th undivided share of the entire

A handwritten signature in black ink is written over a circular, faded stamp. The signature appears to be 'R.K. Chhabra'. The stamp is mostly illegible due to fading.



दिल्ली DELHI

049053

property bearing Bungalow No. 7, Court Road, Delhi area admeasuring 15666 sq.yards approx. with super structure standing thereon, with all fittings and fixtures, outhouses, garage, kitchen and well etc.

AND WHEREAS in his lifetime Shri R.K. Chhabra executed a Will dated 02/06/1983 of his undivided share in the said property in favour of Shri Harpal Singh and Shri Yashpal Singh, both sons of Shri Maharaj Singh. The said will dated 02/06/1983 was duly registered in Bahi No.III, Jild No.4 on Page 43, registered as No.189 on 06/08/1983 with Sub-Registrar, NOIDA

AND WHEREAS Shri R.K. Chhabra died on 9/12/1997 and after his demise, his 1/20th undivided share in the said property was inherited by Shri Harpal Singh and Shri Yashpal Singh on the basis of the above-mentioned Will 02/06/1983.

Thus, Shri Harpal Singh became the absolute owner of 1/2 (one half) undivided share out of 1/20th undivided share i.e. 1/40th

(Signature)

(Signature)



दिल्ली DELHI

049052

undivided share in the said property. None else has any right, title and interest in the said 1/40th undivided share of the said property.

Thus in the aforesaid manner, VENDOR herein, sold his Undivided share of 1/40th undivided share in the aforesaid property vide Sale Deed dated 16/11/2001 registered as document no. 4503, in Book No. I, Volume No. 421 on pages 36 to 49, registered with the Sub Registrar-I on 17/11/2001 in favour of Shri Vinod Mittal (Vendee herein) for 1/40th undivided share (2.5%).

Thus, in the aforesaid manner, Mr. Vinod Mittal became the absolute owner of 1/40th undivided share of the entire property bearing Bungalow No. 7, Court Road, Delhi with super structure standing thereon, with all fittings and fixtures, outhouses, garage, kitchen and well etc.

The said property is bounded as mentioned hereunder :

[Handwritten signature] *[Handwritten signature]*

[Faint, illegible text]



दिल्ली DELHI

049051

NORTH BY : 16 QUARTERS AND 4 GARAGES OF
GOVERNMENT LAND AND ROAD ADJOINING TO LT.
GOVERNOR HOUSE

SOUTH BY : COURT ROAD

EAST BY : NO. 5, COURT ROAD, GOVERNMENT
PREMISES APARTMENTS WHERE PREVIOUSLY DELHI
DISTRICT & SESSION COURTS USED TO EXISTS.

WEST BY : COMMON COMPOUND WALL AND
BUNGALOW NO. 9, COURT ROAD, PROPERTY OF SH.
MADAN LAL JAIN AND OTHERS AND PROPERTY OF
7-A & 7, RAJPUR ROAD, DELHI.

Hereinafter called the said property.

Handwritten signature

Handwritten signature



दिल्ली DELHI

049050

Thus in the aforesaid manner the VENDOR have become the absolute owner of 1/40th undivided share of the said property. None else has any right, title and interest in this said 1/40th undivided share of the said property.

AND WHEREAS at present the VENDOR is the absolute owner and in possession of 1/40th undivided share of the said entire property bearing Bungalow No. 7, Court Road, Delhi as detailed and specified in the annexed schedule of the said property with super structure standing thereon, with all fittings and fixtures and well etc. having full powers, authority unrestricted rights to sell and transfer the same in any manner whatsoever.

AND WHEREAS the VENDOR in sound and disposing mind, without undue influence, coercion of fraud, and for legal requirement and necessities has agreed to sell and transfer the above said property from front unto the VENDEE for a total sale consideration of Rs. 83,25,000/- (Rs. Eighty Three lakhs Twenty

[Handwritten signature]

[Handwritten signature]



दिल्ली DELHI

049049

Five thousand Only) for which the VENDEE have also agreed to purchase the same at the above said sale consideration.

NOW THIS SALE DEED WITNESSETH AS HEREUNDER :

1. That the entire sale consideration amount of the above said property of Rs. 83,25,000/- (Rs. Eighty Three lakhs Twenty Five thousand Only) has been received by the VENDOR from the VENDEE, in full and final settlement of the sale consideration of the abovesaid property, prior to execution of this Sale Deed, the receipt of which is hereby admitted and acknowledged by the VENDOR.
2. That the VENDOR do hereby sell, transfer, conveys and assigns all their rights, title and interests in the above said property as scheduled hereunder unto the VENDEE and

[Handwritten signature]

[Handwritten signature]



दिल्ली DELHI

049048

the actual physical vacant possession of the above said property has been handed over by the VENDOR unto the VENDEE.

3. That all the expenses of this Sale Deed such as stamp duty, registration fees and documentation charges have been paid and borne by the VENDEE.
4. That the VENDOR hereby assures the VENDEE that the said property is self acquired property of the VENDOR and is absolutely free from all sort of encumbrances, such as sale, mortgage, gift, lease, lien litigation, release, notification, charges and attachment etc. ^{save as those disclosed to vendee} and there is no legal defect in the title of the VENDOR and if it is proved otherwise the VENDOR shall have indemnity the VENDEE in full to the extent of loss thus sustained by the VENDEE.



दिल्ली DELHI

049047

5. That the VENDOR shall pay all kind of charges such as house tax, electric charges, water charges, and arrears of any or all kinds, in respect of the abovesaid property upto the date of registration of this Sale Deed and thereafter all such charges and taxes shall be paid by the VENDEE.
6. That after execution of this Sale Deed the VENDOR and their legal heirs, successors, legal representatives, executors and assigns, etc., have been left with no right, title, interest and / or claim in the abovesaid property and the VENDEE has become the sole and absolute owner of the above said property and shall enjoy all rights of ownership etc. and shall be at liberty to use, hold, enjoy, sell and transfer the said property or any portion thereof in favour of any person(s) in any manner whatsoever it may be.

[Handwritten signature]

[Handwritten signature]

[Faint circular stamp]



दिल्ली DELHI

049046

7. That as and when VENDOR will be required for any acts deeds and things necessary or more perfectly transferring of their title in the above said property in favour of the VENDEE, the VENDOR shall be present at required place and do all act, deeds and things as required by the VENDEE at the costs and expenses of the VENDEE.

8. That the VENDOR hereby agree and assure the VENDEE to help and assist the VENDEE in getting the abovesaid property mutated in all the relevant records of Local Self Govt., Revenue Department and any other statutory authority concerned, and shall be ready and willing to do and write any or all documents that may be required in this behalf from time to time and also to be present at a place where the VENDOR is called by the department/ authority concerned to give such statement as required by the Department/ Authority concerned to mutate the said property in favour of the VENDEE, alternatively, the



दिल्ली DELHI

049045

VENDEE can get the abovesaid property mutated on the basis of this sale deed even in the absence of the VENDOR.

9. That all the rights, privileges, appurtenances, electric and sanitary fittings fixtures and fittings and easements attached with the abovesaid property have also been conveyed and transferred with the said property by the VENDOR unto the VENDEE.
10. That the said property has not been acquired by the Govt. and there is no injunction or attachment order of any court and / or department.
11. That the VENDOR & VENDEE are the citizen of India.

[Handwritten signatures]





दिल्ली DELHI

049044

12. That all the previous title documents in respect of the abovesaid property have already been handed over by the VENDOR unto the VENDEE.
13. That the VENDOR hereby further undertakes to forward and redirect to the VENDEE all deeds, documents, agreements, correspondences and other papers in respect of the said property coming in possession of the VENDOR hereafter.

Schedule of the said Property

Pucca single story Bungalow with free hold land measuring 15666 sq. yards more or less at site in revenue being Khasra No. 468 known as 7, Court Road, Civil Lines, Delhi as per plan annexed together with all the super structures standing thereon and bounded as above.

[Handwritten signature]

[Handwritten signature]



दिल्ली DELHI

049043

IN WITNESS WHEREOF, this Sale Deed is executed and signed by the VENDOR and the VENDEE on the day, month & year, first above written, in the presence of the following witnesses.

Witnesses

1.

~~Ambuj Gupta
Sto Sh. P.C. Gupta
Flt C-67, Rohit
Kunj, Pitampura
Delhi~~


~~Dt/No. P96050913~~

~~Chopra
Nand Lal Chopra
Sto Sh. E.C. Chopra
P.O. B-3/157,
Reshmi Vihar
N.D.~~

~~Dt/No. P04082002318332~~


VENDOR


VENDEE


L.C.C. Gaur
Adv.
Ph. 9818536222