



सत्यमेव जयते

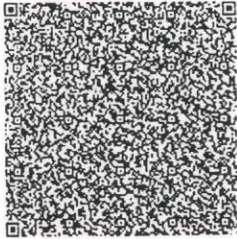
## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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21/08/08

Certificate No. : IN-DL00250738801985G  
Certificate Issued Date : 16-Aug-2008 01:10 PM  
Account Reference : NONACC (BK)/ dl-corpbk/ CORP LAJPAT/ DL-DLH  
Unique Doc. Reference : SUBIN-DLTL-CORPBK00390134636982G  
Purchased by : AKSHATA REALTORS PVT LTD  
Description of Document : Article 23 Sale  
Property Description : A - 2 /153, SAFDARJUNG ENCLAVE, NEW DELHI  
Consideration Price (Rs.) : 4,25,00,000  
(Four Crore Twenty Five Lakh only)  
First Party : ARVIND KUMAR KHURANA AND OTHERS  
Second Party : AKSHATA REALTORS PVT LTD  
Stamp Duty Paid By : AKSHATA REALTORS PVT LTD  
Stamp Duty Amount(Rs.) : 25,50,000  
(Twenty Five Lakh Fifty Thousand only)



LOCKED

Please write or type below this line

SALE DEED FOR RS. 4,25,00,000/-

*Amfar*  
*Dabhu*

For AKSHATA REALTORS PVT LTD.

*Dabhu*  
DIRECTOR



( Arvind Kumar )  
Kharak

PAN AAMPK 7073 R.



( Devinder Satwara )

PAN ABAPS 6142 D  
d/w. 80906202259708



( Arvind Kumar )  
PAN AAMPK 7073 R.  
e. PAN AA FCA 6449 K

PROPERTY NO.	:	A-2/153, SAFDARJUNG ENCLAVE, NEW DELHI
TYPE OF DEED	:	SALE DEED
CATEGORY OF LOCALITY	:	'B'
TOTAL PLOT AREA	:	200 SQUARE YARDS (167.22 SQUARE METERS)
TOTAL PLINTH AREA	:	5398.88 SQUARE FEET (501.56 SQUARE METERS)
SHARE IN LAND TRANSFERRED	:	100% SHARE
USE FACTOR	:	RESIDENTIAL
STRUCTURE TYPE	:	PUCCA
YEAR OF CONSTRUCTION	:	2007
AGE FACTOR	:	1.0
MINIMUM RATE OF LAND	:	34,100/- PER SQUARE METER
COST OF CONSTRUCTION	:	11,875/- PER SQUARE METER
TRANSACTION VALUE	:	4,25,00,000/-
STAMP DUTY	:	12,75,000/-
CORPORATION TAX	:	12,75,000/-
TOTAL STAMP	:	25,50,000/-

*Arvind Kumar*  
*Devinder Satwara*

For Registrar of Assurances, New Delhi  
*Arvind Kumar*  
DIRECTOR


Whereas by virtue of Perpetual Lease Deed dated 16.06.1967, the President of India, granted unto Mr. Anil Gupta, son of Mr. H. Gupta, leasehold rights in perpetuity in respect of a residential Plot of Land Bearing No. 153, in Block 'A-2', admeasuring 200 square yards, situated in residential colony known as Safdarjung Enclave, New Delhi, within the limits of Municipal Corporation of Delhi (hereinafter referred to as "THE SAID PLOT OF LAND"), vide Perpetual Lease Deed duly registered as Document No. 5024, in Additional Book No. I, Volume No. 1812, on Pages 9 to 14, on 09.08.1967, in the office of the Sub-Registrar, New Delhi.

And Whereas the said plot of land is bounded as under;

East : Plot No. 154  
West : Road 15' Wide  
North : Road 30' Wide  
South : Service Road 15' Wide

And Whereas after acquiring the said plot of land the said Mr. Anil Gupta, constructed a single storeyed residential building on the said plot of land, with his own funds and resources, after getting the building plan sanctioned from the Delhi Development Authority, vide their File No. 4(59)75, dated 15.01.1968 and also obtained the Occupancy Certificate thereof from the Delhi Development Authority, vide their Letter No. F.4(59)75 Bldg./766(52), dated 04.04.1986. (The said plot of land alongwith super-structure constructed thereon are hereinafter collectively referred to as "THE SAID PROPERTY", which expression shall include all improvements, additions and alterations subsequently made therein or thereto as well as all fixtures and fittings contained therein and the benefit of all water, electricity, power and sewerage connections therein and deposits relating thereto).

  
Anil Gupta  
i.e. Son of H. Gupta

  
Sub-Registrar



And Whereas the said Mr. Anil Gupta died intestate on 24.06.1990, leaving behind the following as his only Class-I legal heirs, as per the provisions of Hindu Succession Act, 1956;

- |    |                         |          |
|----|-------------------------|----------|
| 1) | Mrs. Ila Gupta          | Widow    |
| 2) | Mr. Abhijit Gupta       | Son      |
| 3) | Mrs. Mala Ray Chaudhuri | Daughter |

And Whereas the said Mr. Anil Gupta did not leave behind his any other legal heirs except the three mentioned above and consequently upon his death they became the joint owners of the said property.

And Whereas the said property was also duly mutated in the joint names of the said 1) Mrs. Ila Gupta, 2) Mr. Abhijit Gupta and 3) Mrs. Mala Ray Chaudhuri, in the records of Delhi Development Authority, as owners/lessees, vide their Letter No. F-4(25)/66/LAB(R)/DDA/7211, dated 09.11.1998.

And Whereas the said 1) Mrs. Ila Gupta, 2) Mr. Abhijit Gupta and 3) Mrs. Mala Ray Chaudhuri, also got the leasehold rights in respect of the said plot of land converted into freehold in their joint names, from the President of India, through Delhi Development Authority, vide Conveyance Deed dated 25.09.2000, duly registered as Document No. 14112, in Additional Book No. I, Volume No. 363, on Pages 21 to 22, on 29.09.2000, in the office of the Sub-Registrar, New Delhi.

And Whereas the said 1) Mrs. Ila Gupta, 2) Mr. Abhijit Gupta and 3) Mrs. Mala Ray Chaudhuri, jointly sold and conveyed the said property, to 1) Mr. Arvind Kumar Khurana and 2) Mr. Devinder Salwan (the VENDORS herein), vide Sale Deed duly registered as Document No. 470, in Additional Book No. I, Volume No. 3396, on Pages 86 to 149, on 22.01.2007, in the office of the Sub-Registrar, New Delhi.

*Arvind Kumar Khurana*  
*Devinder Salwan*

*Arvind Kumar Khurana*  
DIRECTOR

For AKSHATA REALTORS PVT. LTD.

And Whereas the VENDORS re-constructed and re-developed a new residential building, after dismantling the then existing structure, comprising of Basement, Ground Floor, First Floor and Second Floor with Terrace on the said plot of land, with their own funds and resources, after getting the building plan sanctioned from the Municipal Corporation of Delhi, vide their File No. 101/B/SZ/07/89/AE-1, dated 12.07.2007 and also obtained the Form 'B-1' thereof from Municipal Corporation of Delhi, vide their Office No. 101/B-1/B/SZ/07, dated 27.08.2007.

And Whereas in the manner aforesaid the VENDORS herein, became the absolute and exclusive joint owners of the said property, which is the self-acquired property of the VENDORS and the VENDORS have full right, absolute authority to sell, dispose off and transfer the same in whole or in parts and none else except the VENDORS have any right, title or interest in the same.

And Whereas the VENDORS have offered and agreed to sell the said property to the VENDEE, by further representing;

- a) That the said property is free from all liens, mortgages, charges and encumbrances and lis-pendens or any other restrictions and there is no notices of attachments, acquisition or requisition or notices thereto, relating to the said property.
- b) That the VENDORS are the absolute and exclusive joint owners of the said property and have good and marketable title thereto and none else other than the VENDORS have any interest, share, right, title thereto.
- c) That there are no outstanding Government dues or demand/dues or any local authority including MCD/BSES etc.

For and on behalf of the VENDORS,

*Handwritten signature of Anand*  
*Handwritten signature of V. D. Jaiswal*

*Handwritten signature of Anand*  
DIRECTOR

- d) That there is no notice or order of attachment by the Income Tax Authorities or any other department/authority or under any law in force, in respect of the said property.
- e) That the VENDORS have not entered into any Agreement with any other person(s) or with bank(s) or financial institution(s) for the sale of the said property or any part thereof.
- f) That there is no legal impediment or bar whereby the VENDORS can be prevented from selling, transferring and vesting the absolute title in the said property, in favour of the VENDEE.
- g) That there is no notice of default or breach on the part of the VENDORS or their pre-deceasors in interest of any provisions of law in respect of the said property.

That in case any of the representations/assurances made by the VENDORS is found to be untrue and/or if the whole or any portion of the said property (fully described above) is ever taken away or goes out from the possession of the VENDEE on account of any legal defect in the ownership and title of the VENDORS, then the VENDORS will be liable and responsible to make good the loss suffered by the VENDEE and shall keep the VENDEE saved harmless and indemnified against all such costs, damages, losses, suffered by the VENDEE.

For AKSHATA REALTORS PVT LTD.

  
DIRECTOR




And Whereas the VENDORS for their bonafide needs and requirements have agreed to irrevocably sell, convey, transfer and assign to the VENDEE and the VENDEE has agreed to purchase the said property, i.e. Entire Freehold Built-up Property Bearing No. 153, in Block 'A-2', situated at Safdarjung Enclave, New Delhi, alongwith the ownership rights in the freehold land underneath measuring 200 square yards, with all rights of easements, patent or latent, including rights of way and access enjoyed and reputed to be enjoyed in respect of the said property, together with all rights in electricity, water, sanitary, fittings, fixtures, connections etc., structure standing thereon, with all rights of ownership and possession, for a total sale consideration of Rs. 4,25,00,000/- (Rupees Four Crores Twenty Five Lacs Only).

**NOW THIS SALE DEED WITNESSETH AS UNDER:-**

1. That in consideration of the sum of Rs. 4,25,00,000/- (Rupees Four Crores Twenty Five Lacs Only), which has already been received by the VENDORS from the VENDEE, in the following manner:

Date	Mode	Amount
22.01.2008	Cheque no. 582763 drawn on Oriental Bank of Commerce	Rs. 2,00,00,000
25.2.2008	Through RTGS transfer	Rs. 1,00,00,000
25.02.2008	Through RTGS transfer	Rs. 1,00,00,000
20.08.2008	Cheque no. 129103 drawn on Oriental Bank of Commerce	Rs. 25,00,000

the separate receipt of which the VENDORS hereby admit and acknowledge, in full and final settlement, the aforesaid VENDORS do hereby sell, convey, transfer,

*Handwritten signature*  
*Handwritten signature*

For AKSHATA REALTORS PVT LTD

*Handwritten signature*  
**DIRECTOR**

assign the said property, (i.e. Entire Freehold Built-up Property Bearing No. 153, in Block 'A-2', situated at Safdarjung Enclave, New Delhi, alongwith the ownership rights in the freehold land underneath measuring 200 square yards), with all the rights of ownership, possession, easement, privileges and appurtenances, with all fittings, fixtures, connections, structure standing thereon, free from all encumbrances unto the VENDEE, TO HAVE AND TO HOLD the said property hereby sold to the VENDEE, absolutely and forever.

2. That the actual peaceful, physical vacant possession of the said property has been delivered by the VENDORS to the VENDEE, on the spot.
3. That the VENDORS hereby confirm, admit and acknowledge that they have been left with no right, title, interest, claim or lien of any nature whatsoever in the said property, hereby sold and the same has become the absolute and exclusive property of the VENDEE and VENDEE shall be at liberty to deal with the same in the manner the VENDEE likes and free to use, enjoy, sell, gift, mortgage, lease and transfer the same by whatever means the VENDEE likes, without any interference, hindrance, demand, objection, claim or interruption by the VENDORS or any person(s) claiming under or through them or in trust for them.
4. That the VENDORS hereby assure the VENDEE that they have neither done nor been party to any act whereby their rights and title to the said property, in any way be impaired or whereby they may be prevented from transferring the said property.

For AKSHATA REALTORS PVT LTD

  
DIRECTOR

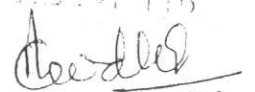
  




5. That the VENDORS hereby declare and represent that the said property was never a subject matter of any HUF and that no part of the said property is owned by any minor and nobody have any right, title or interest of any kind whatsoever in the said property and further none else other than the VENDORS have any right, title or interest of any kind whatsoever in the whole or any part of the said property and further there is no impediment in the VENDORS right to execute this Sale Deed.
6. That the VENDORS assure the VENDEE that the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever and if it is ever proved otherwise, or if the whole or any part of the said property is ever taken away or goes out from the possession of the VENDEE on account of any legal defect in the ownership and title of the VENDORS, then the VENDORS shall be liable and responsible to indemnify and to make good the loss suffered by the VENDEE and keep the VENDEE saved, harmless and indemnified against all such losses and damages suffered by the VENDEE.
7. That the VENDORS hereby further covenant with the VENDEE that, in case the said property hereby sold or any part thereof is lost to the VENDEE on account of any legal defect in the title of VENDORS right to transfer the same or the possession or quiet enjoyment of the said property by the VENDEE is in any manner disturbed on account of litigation started by anyone claiming title thereto or on account of some act or omission of the VENDORS or anyone else claiming title paramount to the VENDORS, then the VENDORS shall be liable and responsible for all the losses, damages, costs and expenses sustained by the VENDEE.


  
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For AKSHAI REALTORS PVT LTD

  
DIRECTOR

8. That the VENDEE shall be at liberty to get the said property mutated and transferred in its own name in the records of MCD, DJB, BSES Rajdhani Power Limited, Revenue Records and other concerned authorities on the basis of this Sale Deed or its certified true copy.
9. That the sale consideration includes the consideration for electricity and water connections and the security deposits made with the said departments. The VENDEE shall be entitled to get the existing electricity and water connections transferred in its favour alongwith the security deposit with BSES Rajdhani Power Limited, water Department etc.
10. That the VENDORS agree and undertake to sign and execute any required documents for transfer of ownership, title of the said property in favour of the VENDEE in the records of Municipal Corporation of Delhi, Delhi Jal Board, BSES Rajdhani Power Limited, Revenue Records or any other concerned authorities.
11. That the house tax, water and electricity charges and other dues and demands of whatsoever nature if any payable in respect of the said property shall be borne and paid by the VENDORS upto the date of handing over the possession to the VENDEE and thereafter the VENDEE will be responsible for the payment of the same.
12. That all the relevant documents in original in respect of the said property have been handed over by the VENDORS to the VENDEE.

For AKSHATA REALTORS PVT. LTD.

  
DIRECTOR



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13. That all the expenses of the sale deed viz. registration charges etc. have been borne and paid by the VENDEE. The VENDEE shall have the right to collect the original Sale Deed from the office of the Sub-Registrar.
14. That this transaction has taken place at Delhi and as such Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this deed.

IN WITNESS WHEREOF, the VENDORS and the VENDEE have signed this SALE DEED at New Delhi on the date first mentioned above in the presence of the following witnesses.

WITNESSES:-

1.

~~Manasi Gupta~~  
 Manasi Gupta  
 D/o Atul Gupta  
 No B-502, Rishi Apts  
 Alaknanda New  
 Delhi  
 A/c No P0308 2006 50 9953

  
  
 VENDORS

2.

G.K. Sheetal  
 G.K. Sheetal  
 870 Darshan Lal  
 18, Satya Niketan  
 Mohi Bai L.P. Road  
 A/c No P0102 2005 350710

For AKSHATA REALTORS PVT. LTD.

  
 DIRECTOR

VENDEE



Deed Related Detail

Deed Name SALE	SALE WITHIN MC AREA
<b>Land Detail</b>	
Tehsil/Sub Tehsil Sub Registrar IX	Area of Building 0 वर्ग फुट
Village/City Safdarjung Enclave	Building Type
Place (Segment) Safdarjung Enclave	
Property Type Residential	
Area of Property 167.22 वर्ग मीटर	
<b>Money Related Detail</b>	
Consideration Amount 42,500,000.00 Rupees	Stamp Duty paid 2,550,000.00 Rupees
Value of Registration Fee 100.00 Rupees	Pasting Fee 1.00 Rupees

This document of SALE

SALE WITHIN MC AREA

Presented by : Sh/Smt

S/o W/o

R/o

Arvind Kumar Khurana

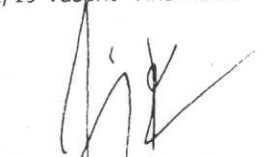
Lt. Sh. Nand Ram Khurana

C-5 Hauz Khas N.D.

Devinder Salwan

Lt. Sh. M.D.Salwan

E-1/19 Vasant Vihar N.D.

in the office of the Sub Registrar, Delhi this 21/08/2008 day Thursday  
between the hours of
  
 Registrar/Sub Registrar  
 Sub Registrar IX  
 Delhi/New Delhi

Signature of Presenter

Execution admitted by the said Shri/Ms Arvind Kumar Khurana, Devinder Salwan

and Shri/Ms M/s Akshata Realtors Pvt. Ltd. Through Shri Abhay Lodha

 who is/are identified by Shri/Smt/Km. Manasi Gupta S/o W/o D/o Shri Atul Gupta R/o B-502 Rishi Appt.  
 Alaknanda N.D.  
 and Shri/Smt./Km G.K.Sheetak S/o W/o D/o Darshan Lal R/o 19 Satya Niketan N.D.  
 (Marginal Witness). Witness No. II is known to me.

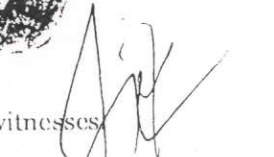
Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the said party has been affixed in my presence

 Vendor(s) Mortgagor(s) admit(s) prior to the entire consideration Rs.42,500,000.00 Rupees four crore, twenty five lakh  
 Only The Balance of entire consideration Rs. Rupees has been paid to the

 Vendor(s)/Mortgagor(s) by Shri/Ms Akshata Realtors Pvt. S/o W/o N.C.Lodha  
 R/o 4 Raheja Centre 214 Free Press Journal Marg Nariman Point Mumbai

vendee(s) /Mortgagee(s) in my presence. He/They /were also identified by the aforesaid witnesses

  
 Registrar/Sub Registrar  
 Sub Registrar IX  
 Delhi/New Delhi

Date 22/08/2008