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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA 742/2018 & CM APPL. 36107/2018, CM APPL. 23477/2025,
CM APPL. 76343/2025

COL (DR) PRITPAL SINGH GADHOKAppellant

Through: Mr. Vinay Sabharwal and Mr.
Karunesh Shah, Advocates
Mob: 9711986718
Email: shahkarunesh@gmail.com

versus

JATINDER KAUR NANDA & ORS.Respondents

Through: Mr. Rajat Bhalla, Adv. for R-1
Mob: 9811661193
Email: rajatbhalla@hotmail.com
Mr. Ravi Bassi, Mr. Sanyam Malik
and Mr. Akshat Dhawan, Advocates
for Respondent nos. 2 and 3.
Mob: 9810021293
Email: advocateravibassi@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
04.12.2025

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1. Application being CM APPL. 76343/2025 has been filed on behalf of the appellant, along with which, a copy of latest offer for purchase of the property bearing No. B-42, Malcha Marg, Chanakya Puri, New Delhi-110021, has been placed on record, which reads as under:



OFFER LETTER FOR PURCHASE OF PROPERTY

To,

Respective Shareholders/Co-Owners,

The purpose of this offer letter is inform to the Owners of B-42 Malcha Marg Chanakya Puri New Delhi -110021 that we are the potential purchaser of the property and this offer shows we are interested in purchasing the property as per the discussed requirements of the owners listed below :-

- This offer is being made to the recorded owners as per the records of the L & DO and in relation to the status of the property has to be a freehold property.
- Option 1: Each 20% share will be valued Rs 12 crore
Option 2 : Cost of Floors:Ground And Basement : 25 Crore
1st Floor : 20 crore
2nd Floor: 20 Crore
3rd with Terrace : 23 Crore
- Cost Of Construction :14 crore
- Time Duration of Construction :2 Years
- Except for the 40 percent share holder(Dr PP Singh) all the remaining owners shall be paid 100 percent amount of Sale consideration at the time of execution and registration of the Sale Deed etc .in the office of the Sub Registrar concerned .It is only at that point of time when the sale deed is to be executed and registered with the Sub Registrar,we shall ask the said sellers to sign the papers relating to and incidental to the execution and registration of the Sale Deed.And the entire amount of the Sale consideration shall be paid by Demand Drafts to each of the selling owners at that time I.e. at the time of registration and execution of the sale Deed
- 40 % Shareholder (Dr. PP Singh) wants to retain a share in the property and has option to retain any floor in the newly constructed property. Depending on the chosen, remaining equalization(s) will be paid by the builder to the shareholders as per the agreed terms.
- Remaining shareholders can either take the money or negotiate with the builder to purchase any of the floors in the newly constructed property. Depending on the chosen, difference in money will be paid by the shareholders to the builder as per the agreed terms .



- The responsibility to get the property mutated in the records of L&DO and As of Now the process of converting the Lease hold property to Free Hold is on hold whenever it get reopen it will be converting the property from Lease hold to free hold in the joint names of the owners will be facilitate by the builder and the cost must be borne by the co-owners or it can be deducted from the sale consideration.
- Royal Orchids is a well Known Construction Company in the Market we have completed Almost 65 projects all over Delhi some address are : F-134 Malcha Marg , F-162 Malcha Marg , D-58 Malcha Marg , C-19 Malcha Marg , 18-Rajdoot Marg , 12 -Rajdoot Marg and our future project is D-60B Malcha Marg.
- Royal Orchids is a sister concern of WOODLAND (Aero Club) Private Limited, our website is www.royalorchids.in

This offer letter outlines our interest to meet the co-owners of the property to discuss and finalize the terms and conditions and the payments structure that will serve as an outline on basis for preparation of the agreement agreeable to all parties which will be in the form of formal agreement.

We would be happy to get a reply as soon as possible.

Name :Gobindpreet Singh Bindra

Title : Partner

Company : Royal Orchids

Phone : 9811606477

2. In response, learned counsel appearing for the respondents submits that though an offer of Rupees 12 Crores each is acceptable to the respondents, but since the property is a lease hold property, execution of sale deed is not possible. However, the respondents are agreeable to sign the agreement to sell.

3. He further submits that the respondents also undertake that as and when the proposed purchaser takes any steps for getting the property converted from lease hold to free hold or for any other purpose, including, mutation of the property, execution of the sale deed, and for construction of



the property, the respondents or their legal heirs/authorized representatives, shall cooperate with the proposed buyer.

4. They further submit that the respondents shall not create any obstruction or hindrance to any action by the proposed purchaser after receipt of their share of money, i.e., Rupees 12 Crores each, which has been valued by the proposed purchaser.

5. Accordingly, the parties are directed to do the needful before the next date of hearing.

6. In case, the proposed purchaser signs any document with regard to purchase of the property in question, at the time of signing any document by the respondents, full amount of Rupees 12 Crores each shall be paid to the respondents.

7. The aforesaid amount of Rupees 12 Crores each shall be paid to the respondents by the proposed buyer in the form of demand draft.

8. The counsel for the appellant is at liberty to contact the respondents, through their counsels, on the telephone number and E-mail, which is reflected in today's order.

9. Accordingly, re-notify on 17th December, 2025.

MINI PUSHKARNA, J

DECEMBER 4, 2025

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