

Champrabuty = 150/-

Corp. Tax = 192/-
342/-

1581-
Subscribed
Sri Anand
15-1-66



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SALE DEED

This indenture made on the 5th day of August 1966 between the Rehabilitation Housing Corporation Ltd., having its registered office at H-24, Govind Mansion, Connaught Circus, New Delhi, hereinafter called the 'vendor' (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) through its attorney Shri V. K. Verma, Secretary, (vide power of attorney granted and registered in the Court of Sub-Registrar, New Delhi, dated 29th February, 1960 Vide Registered as No. 380 in Addl. Book No. 4, Volume No. 100, on Page No. 174) on the one part, and M. Jagan Mohan Reddy son of M. Jagan Mohan Reddy of 21, Kirti Nagar, New Delhi hereinafter called the 'purchaser' of the other part.

Whereas the vendor is seized and possessed of an otherwise well and sufficiently entitled to the land, hereditament and premises situate at Kirti Nagar, Najafgarh Road, New Delhi and more particularly described in the 1st schedule hereunder written (hereinafter called as the 'premises')

And whereas the vendor has agreed with the purchaser for the sale to him of the said hereditament premises intended to be hereby granted an inheritance thereof in free hold free from encumbrances at the price of Rs. 47,765.75 (Rupees Forty Seven Thousand Seven Hundred Sixty Five and 75/100)

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 47,765.75 (Rupees Forty Seven Thousand Seven Hundred Sixty Five and 75/100) paid by the purchaser on or before the execution of these presents (the receipt whereof the said vendor hereby doth acknowledge and from the sum hereby doth released by the purchaser) the vendor doth hereby grant unto the purchaser all that piece or parcel of land situated at Kirti Nagar, Najafgarh Road, Village Basai Darapur, New Delhi, measuring 300 square yards, and more particularly described in the said first schedule hereunder written and delineated and coloured Block E Plot No-53 in the plan annexed hereto

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together with all liberties, privileges, easements, and appurtenances whatsoever to the said piece or parcel of land belonging or in any way appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL THE estate, right, title, interest, claim and demand whatsoever of the vendor into and upon the said premises and every part thereof TO HAVE AND TO HOLD the said premises hereby granted or expressed so to be unto and to the use of the purchaser for ever, subject nevertheless to the covenants hereinafter mentioned and on the part of the purchaser to be observed.

2. THE VENDOR HEREBY COVENANTS WITH THE PURCHASER as follows :

- (a) Notwithstanding any act, deed or thing by the said vendor done or executed or knowingly suffered, he, the vendor, now hath got right, full power and absolute authority to grant the said premises in the manner aforesaid.
- (b) The purchaser shall and may at all times hereafter peaceably and quietly enjoy the premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the said vendor or any person or persons lawfully or equitably claiming from, under, or in trust for him.
- (c) The premises are free from all encumbrances whatever made or suffered by the vendor or any person or persons lawfully or equitably claiming as aforesaid.
- (d) The vendor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from, under, or in trust for him, the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do or execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises unto and to the use of the purchaser in the manner aforesaid or shall or may be reasonably required.
- (e) The vendor shall undertake the internal Development of the whole of Kirti Nagar of which the premises form part to the satisfaction of the Delhi Municipal Corporation, an Authority constituted under the Delhi Municipal Corporation Act, 1957 and the internal development of the premises shall include (1) levelling of the surface area (2) roads (3) storm water drains (4) street lightening (5) water supply (6) sewerage (7) making provisions for open space, for parks and big grounds and (8) making provision for sites for school, dispensary, community centres and other purposes. And the vendor hereby further

undertakes that he shall execute an agreement in favour of the Delhi Municipal Corporation incorporating all the obligations and the conditions which the Municipal Corporation of Delhi has already imposed or might hereinafter impose on the Corporation.

- (f) The vendor shall and will, unless prevented by fire or some other inevitable accident, from time to time and at all times hereafter, upon every reasonable request and at the cost of the purchaser produce or cause to be produced unto him or his or their solicitors or agents or at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the deeds in writing comprised in the second schedule thereto for the purpose of showing his title to the premises or any part thereof and also at the like request or cost, deliver or cause to be delivered unto the purchaser such attested or true copies or extracts, of or from the said deeds or writings or any of them as he or they may require and shall and will in the meantime, unless prevented as aforesaid keep the said deeds and writings safe, unobliterated and uncanceled.

3 The purchaser hereby covenants with the vendor as follows :

- (a) That the purchaser shall not do or permit anything to be done in or upon the premises or any part thereof which may become nuisance or cause annoyance, or cause damage to one or more occupiers of other property in the neighbourhood.

For Displaced Persons.

- (b) The purchaser shall not transfer or assign his interest in the land to any person other than a Displaced Person within the meaning of the legislation in-force concerning "Displaced Persons" during the period of 5 years from the date of allotment i.e. without prior approval in writing of the vendor,

OR

For Non-Displaced Persons

The purchaser shall not transfer or assign his interest in the land to any other person during the period of 5 years from the date of allotment i.e. 31.12.1956 without the prior approval in writing of the vendor."

- (c) That the purchaser shall get the plans in respect of any building to be constructed on the said premises approved

(4)

by the said Delhi Municipal Corporation or any other local or competent authority within the limits of which the premises is situate or which has jurisdiction in the matter.

IN WITNESS WHEREOF the ^{Vendor} parties hereto ^{has} have executed this deed the day and the year hereinabove written.

First Schedule.

*Site Plan of Block E Plot no-53
attached.*

For Rehabilitation Housing Corporation Ltd.,

Second Schedule.

Common Seal of the vendor is hereto affixed pursuant to the resolution of the Board of Directors dated *2.2.1966*

In the presence of *V. K. Malik*

Signed and delivered to the within named purchaser.

Certified that the document is properly stamped under section 43 of the Indian Stamp Act, By stamp duty of Rs. *14/-* along with penalty of Rs. *14/-* total Rs. *28/-* (Rupees *28/-* only) has been paid by *the party* vide treasury challan No. *13466* D/ *3/10/66*

Collector of Stamps, Delhi
Dated *11/10/66*

SCHEDULE SECOND.

This Deed of sale made on 17th day of Oct. 1956 between the Chief Commissioner Delhi (hereinafter called the Vendor) of the one part and Rehabilitation Housing Corporation Limited, H/94 Govind Mansions, Connaught Circus New Delhi, through its Attorney Shri B. B. N. Sexena, (hereinafter called the purchaser) of the other part.

Whereas 150 acres of land situated towards the South of Delhi Najafgarh Road, Mile 5, Furlong 2 to 5, village Basai Darapur (More fully described in the Schedule 'A' hereto) had vested absolutely in the State Government, Delhi State meaning the Chief Commissioner Delhi as defined in Rule 2 (C) of the Resettlement of Displaced persons (Land Acquisition) Delhi State Rules 1951, published under the Notification No. F. 9 (18)/48-R & R dated the 23rd February 1952 issued by the Chief Commissioner Delhi.

And whereas the Chief Commissioner had acquired the said land for the resettlement of 'Displaced Persons' as defined in Section 2 (b) of Act. No. LX of 1948

And whereas the Chief Commissioner had placed the said land at the disposal of Rehabilitation Housing Corporation Limited, the purchaser, a Company sponsored by the Central Government holding 80% shares of the same, for the development of a colony known as 'KIRTI NAGAR' for displaced persons, subject to, amongst others, the condition that the purchaser shall pay to the vendor, as sale price the amount of compensation to be paid by the Vendor in respect to the said land which is yet pending for decision before the land Acquisition Collector and has not yet been determined by the 'Competent Authority'.

And whereas the purchaser with the consent of the Vendor had already agreed to sell plots of land in 'KIRTI NAGAR' in accordance with the scheme approved by the Vendor and since the land in question has not so far been formally transferred to the purchaser by a formal deed of sale, the latter is experiencing a difficulty in its work of resettlement of displaced persons in the said colony who could be granted formal deeds of sale in their favour by the purchaser.

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And whereas Vendor wants to convey the land by a formal Sale deed in favour of the purchaser which the latter is also anxious to obtain on payment of the said consideration as agreed subject to the terms and conditions detailed in Schedule IV attached to Chief Commissioner's notification No. F. 9 (18)/48-R & R dated 23rd February 1952, for further disposal of the land.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. That in pursuance of the aforesaid circumstances relating to the allotment of the land by the Vendor to the purchaser and in consideration of the sum of Rs. 1,05,000 having been paid by the purchaser to the Vendor (the receipt of which the Vendor hereby acknowledges) the Vendor as owner hereby transfers to the purchaser by way of sale all that area of 150 acres of land described above more fully described in Schedule (a) attached hereto and for greater clearness described on the plan hereto annexed and thereon shown within boundaries coloured red to Hold the same as owner subject to the reservations, terms and conditions hereinafter contained with regard to the further disposal of the land.

2. The Vendor and the Purchaser hereby covenant with each other as follows :

(a) That in case the Vendor is required to pay compensation to the previous owner/owners of the land, conveyed by this deed at an amount in excess of or less than the sum of Rs. 1,05,000/- which would be determined hereafter by the land Acquisition Collector or the 'competent authority' or arbitrator, or may be finally determined by the High Court in appeal as the case may be in accordance with the provisions of Section 7 of Act LX of 1948, the Vendor will realise from or refund to the purchaser the sum so found in excess or less than the amount of Rs. 1,05,000/- as the case may be.

(b) That the Vendor will support any application made by the purchaser for mutation of the land in question in its favour and will do all that may be required for obtaining mutation in favour of the purchaser.

(c) That the right, title and interest of the Vendor in respect of the land sold subsists and the Vendor has power to convey the same to the purchaser.

(d) That the property hereby sold is free from all encumbrances.

- (e) That the purchaser and its successors will at all times hereafter observe and comply with the terms and conditions or regulations in relation to the land or property hereby sold as contained in Schedule IV of The Resettlement of displaced persons (Land Acquisition) Delhi State Rules 1951, published under the Notification No. F. 9(18)/48-R&R date 23rd February 1952 issued by the Chief Commissioner Delhi in exercise of the powers conferred by Section 14 of the Resettlement of Displaced persons (Land Acquisition) Act. 1948 (LX of 1948). The said Schedule IV is attached as part of this deed and marked Schedule 'B'

3. Provided always and it is hereby agreed that in each of the covenants herein contained the expression 'The Vendor' hereinbefore used includes the successors, assigns of the Vendor and similarly the expression 'The Purchaser' hereinbefore used includes the successors and assigns of the Purchaser.

In witness whereof the parties hereto have signed this Deed on the 17th day of October 1956 at Delhi in the presence of witnesses :

Sd/Surinder Swrup
Vendor

1. Witness :

Sd.
L. S. G. Dept.,
Delhi State Secretariat,
Delhi.

Secretary, Local Self Department
Delhi State Government, Delhi.
for & on Behalf of the Chief
Commissioner, Delhi.

Sd/- B. B. N. Saxena
Secretary,

PURCHASER

for & on Behalf of the Rehab.
Housing Corporation Limited,
New Delhi.

2. Witness :

Sd.
Land Acquisition Asstt.
L.A.C. Office, Delhi.

TRUE-COPY
ATTESTED

For Rehabilitation Housing Corporation Ltd.,

[Signature]
General Attorney/Secretary.

SCHEDULE B.

1. Where land acquired under the Act is sold by Government to a non-displaced person (hereinafter called the first transferee which expression shall include his heirs, legal representatives, executors and administrators) such first transferee shall not transfer or assign his interest in such land in any manner whatsoever to any person except a displaced person as defined in Rule 9 (1) of these Rules.

Provided that the first transferee may transfer land to a non-displaced person for the construction of Schools, Hospitals, Libraries or other public utility buildings including places of worship.

Provided further that the first transferee may with the previous consent in writing of the Govt. or an officer appointed by the Government in this behalf transfer upto one fifth of the developed area out of the land sold to him to a non-displaced person or persons for purposes other than those mentioned in the foregoing proviso.

2. The person or persons to whom any land is transferred as aforesaid shall not, without the prior approval in writing of the first transferee, transfer his or their interest in the said land during a period of five years from the date of the acquisition of the said land by him or them from the first transferee. Provided that the first transferee shall not give his consent if as a result of the transfer more than one-fifth of the area developed by the first transferee out of the land initially transferred to him by the Government will pass into the ownership or control or dominion of non-displaced persons.

3. The first transferee prior to transferring land pursuant to the provisions of paragraph 1 of this Schedule shall:—

- (i) Obtain the approval of the Government or of an officer appointed by the Government in this behalf to lay out plans of the land transferred to him by the Government and
- (ii) Provide roads and drainage and other items of development in accordance with the layout plans sanctioned by the Government as aforesaid.

✓ 4. Every transferee of land who is governed by this Schedule shall have his building plans approved by the local authority within the limits of which the land is situated. In the case of land not situated within the limits of any local authority such transferee shall have his building plans approved by the Government or an officer appointed by Govt. in his behalf.

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 18/2/66
 14/5/67
 1710
 102-106

Presented by Shri V. P. Mehra for L. Chuni Lal:
 Rehabilitation Housing Corporation Ltd., H194 Govind
 Mansarovar, Connaught Circus New Delhi as General Attorney
 for Shri P. K. Verma, Secretary and General Attorney of
 Rehabilitation Housing Corporation Ltd., New Delhi and
 G. P. A. No. 1860 dated 10.10.60 authenticated by the sub
 Registrar New Delhi authorising him to present and admit
 the Execution of the documents on behalf of the said corpora-
 tion at the Office of Joint Sub Registrar Delhi.

[Signature]
 18/2/66
 102-106

V. P. Mehra
 Mehra
 Singh

Witnessed by the said Shri P. K. Verma admitted by the
 said Shri V. P. Mehra who is identified by *[Signature]*
[Signature]
 The entire consideration money of Rs. 4,776.57
 Rs. Four thousand Seven hundred and Seventy Six
 P. Fifty Rupees acknowledged to have been received
 previously by the said Corporation, Contents of the
 documents explained to the Executants who understand
 the conditions and admit them as correct.

[Signature]
 Sub Registrar

V. P. Mehra
 Mehra

[Signature]
 M.

Regd. as no. 14107 in

Adel B. No. I

v. no. 1710 appears

102 to 106

with other 106

ref 10/66