

Sale Deed : Rs. 11,00,000/=

Stamp duty : Rs. 33,000/=

Corporation tax: Rs. 55,000/=

*V. Jaggi*  
Rs. 88,000/=

THIS DEED is made on this Twelfth day of January,

One thousand nine hundred and eighty one B E T W E E N

Shri S.S. Jaggia, son of late Dr. Tulsi Dass Jaggia,

resident of S-92, Greater Kailash-II, New Delhi-110048

(hereinafter called 'the Vendor') of the one Part

A N D

Smt. Chandra Kala Gaur, wife of Shri Jai Prakash Gaur,

resident of Baljit Kutir, Bulandshahr (hereinafter called

'the Vendee') of the other Part.

The expressions 'the Vendor' and 'the Vendee' herein used shall mean and include the parties, their heirs, successors, administrators, executors, representatives,

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devisees and assigns.

WHEREAS Shri S.S. Jaggia, the Vendor, has obtained a sub-lease of Plot No.A-9/27, Vasant Vihar, New Delhi-57 admeasuring 1,216 'Sq.' Yards from the Government Servants Co-operative House Building Society Ltd., New Delhi (hereinafter referred to as 'the said plot');

AND WHEREAS the said Government Servants Co-operative House Building Society Ltd. has obtained a perpetual Lease of the said Plot from the President of India by an Indenture of Lease dated the 28th May, 1968;

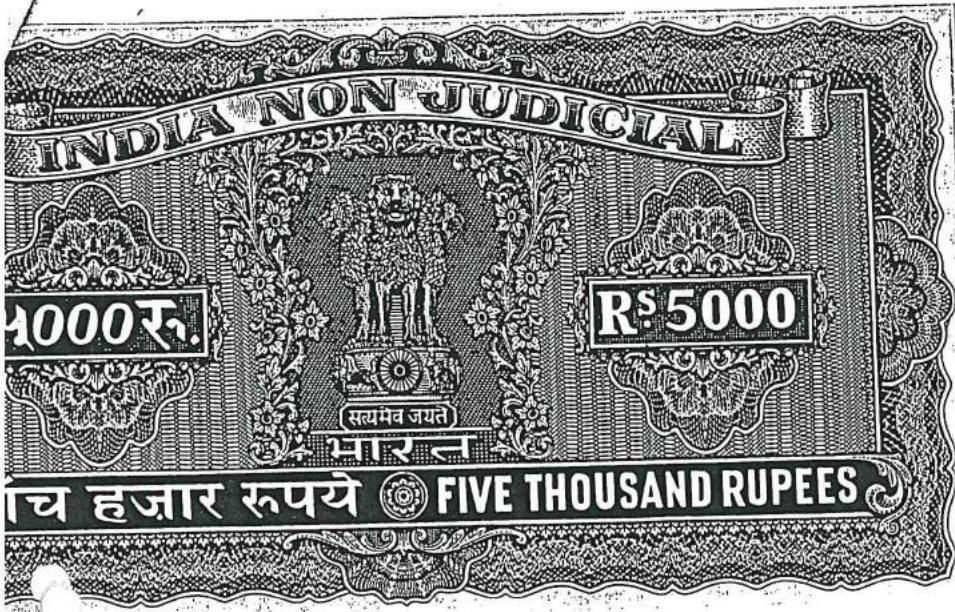
AND WHEREAS the said Govt. Servants Co-operative House Building Society Ltd. granted to the Vendor, Shri S.S. Jaggia, a perpetual sub-lease of the said plot, the said instrument of sub-lease having been registered as No.4423 in Addl. Book No.I Vol. 2676 on pages 164 to 170 on the 3rd July, 1971;

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AND WHEREAS the Vendor Shri S.S. Jaggia has constructed a residential single-storey building on the said plot No.A-9/27, Vasant Vihar, New Delhi-57, fully conforming to the terms and conditions of the perpetual sub-lease dated the 8th June, 1971 and in accordance with the plans and specifications approved and sanctioned by the Delhi Development Authority and has obtained a Completion Certificate No.F.31(27)/75/1405, dated the 29th August, 1977 in respect of the said building from the Delhi Development Authority (hereinafter referred to as 'the said property');

AND WHEREAS the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the land and premises (with all buildings and structures) comprising under Holding Number and being premises No.A-9/27, Vasant Vihar, in the town of New Delhi comprising a total area of 1,216 sq. yards (about 1,017 sq. metres)

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absolutely and free from all encumbrances, trusts, liens, attachments, easements, acquisition or requisition proceedings, actions and proceedings whatsoever subject nevertheless to the said perpetual sub-lease dated the 8th June, 1971;

AND WHEREAS by an agreement dated the 13th February, 1980 the Vendor has agreed to sell to the Vendee all his rights, titles and interests in the said property specified in the schedule hereto free from all encumbrances for a sum of Rs.11,00,000/= (Rupees eleven lakhs only);

AND WHEREAS the Vendor is permitted to sell the said property unto the Vendee aforesaid by virtue of letter No. F1(309)78/CS/DDA dated the 7th January, 1981 issued by the Delhi Development Authority for and on behalf of the Lessor and letter No. F1(309)78/CS/DDA dated 23-1-81

V. V. Jaggi *(Signature)* गीत

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issued by the Deputy Director (Coop), Delhi Development Authority, as Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976;

AND WHEREAS the Vendor for his legal needs has agreed to sell the said property for a sum of Rs.11,00,000/= (Rupees eleven lakhs only) unto the Vendee and the Vendee has agreed to purchase the same from the Vendor on the following terms and conditions :-

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER :-

I. That in pursuance of the said Agreement to sell and in consideration of Rs.11,00,000/= (Rupees eleven lakhs only) out of which the Vendor has received Rs.7,25,000/= (Rupees seven lakhs twentyfive thousands only) as earnest money vide New Bank of India Ltd., Mehrauli Road, Hauz Khas,

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New Delhi cheque No.120881 dated 13-2-1980 and Rs.3,01,779.69 (Rupees Three lakhs one thousand seven hundred seventy nine and paise sixty nine only) by payment of unearned increase to Delhi Development Authority as acknowledged by it vide receipt No.33137 dated the 9th January, 1981, and Rs.57,000/= (Rupees Fifty seven thousands only) on account of part cost of the stamp paper and Registration charges as part payment from the Vendee prior to the execution of this sale deed, the receipt of which the Vendor doth hereby expressly admits and acknowledges and on payment of the balance sum of Rs.16,220.31 (Rupees Sixteen thousands two hundred twenty and paise thirty one only) by New Bank of India Cheque No. 012395 dated 12-1-1981 by the Vendee to the Vendor at the time of registration of this sale deed with the simultaneous handing over by the Vendor the vacant possession of the said property to the Vendee, the Vendor doth hereby grant,

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7.

convey, transfer, assure and assign unto the Vendee  
ALL THAT the said property being the land, building,  
and premises comprised under Plot No.A-9/27, Vasant  
Vihar, New Delhi-57 and containing lands measuring 1,216  
sq.yards(about 1,017 sq.metres) and more fully described in  
the schedule hereto ALSO TOGETHER WITH all fixtures and  
fittings belonging to the Vendor and comprised under the  
said property and all houses and out-houses, structures and  
constructions whatsoever appurtenant thereto AND also trees,  
construtruacted yards, court-yards, grounds, ditches, hedges,  
fences, pathways, drains, water courses, sewers and all  
rights, lights, privileges, liberties, easements, advantages,  
benefits and all appurtenances appurtaing thereto belonging  
or in any way appurtaing thereto all rights, title, estate,

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interest, property, demand, claim whatsoever both at law and in equity of the Vendor in respect of and effecting the said property, lands, premises and buildings hereby conveyed or transferred or intended so to be unto the Vendee TO HAVE AND TO HOLD the same unto the Vendee absolutely and for ever free from all encumbrances, trusts, liens and attachments, SUBJECT NEVERTHELESS to the said perpetual sub-lease dated the 8th June, 1971, as aforesaid but TOGETHER WITH the benefits of all covenants and conditions contained therein.

II. That the Vendor doth hereby covenant with the Vendee as follows :-

- a) That the Vendor has good right, full power and authority to grant, convey, transfer, assign and assure unto the Vendee ALL THAT the said property

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together with all lands, buildings, premises hereby granted, conveyed or transferred, assigned and assured or expresses so to be unto the Vendee subject to the perpetual sub-lease dated the 8th June, 1971, as aforesaid,

- b) That the said property is the self-acquired property of the Vendor and no part of it formed part of the joint family property and as such no other person has any claim whatsoever over the said property,
- c) That the rents and/or other sums payable by the Vendor to the President of India under the said sub-lease have been paid upto the date of execution of these presents and that the Vendor has complied with all other obligations or conditions reserved

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under the said sub-lease dated the 8th June, 1971,  
and on the part of the Vendor to be paid, performed  
and observed,

- d) That the Vendor has not done nor has been privy or  
party to any acts, deeds or things whereby the  
said sub-lease has been forfeited or cancelled  
and/or are or is likely to be so cancelled or  
forfeited,
- e) That the said sub-lease dated the 8th June, 1971,  
is still in full force and effect and it still  
validly subsists,
- f) That it shall be lawful for the Vendee and all  
persons deriving title thereunder for all times  
hereinafter to enter into and upon the said property,

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11.

lands and buildings, and premises hereby transferred, conveyed or assigned unto the Vendee or so intended to be and to hold and enjoy the same and every part thereof with every right whatsoever and to receive rents, issues and profits thereof without any interruption, disturbances, claim or demand whatsoever from the Vendor and all persons deriving titles thereunder,

- g) That the Vendor will and shall at his or his attorney's convenience from time to time and at all times hereinafter upon reasonable requests and cost of the Vendee make do and acknowledge, execute and perfect all such further acts and other deeds,

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conveyances, matters and things whatsoever for further, better or, more perfectly, assigning the said property, lands, buildings and premises TOGETHER WITH all rights, benefits and appurtenances as aforesaid unto the Vendee and in manner and subject as aforesaid,

- h) That the Vendee shall have an unfettered right to mutate, register or record her name as owner of the said property, lands, buildings and premises hereby transferred or conveyed and assigned or expressed so to be unto the Vendee with appropriate authority or authorities without any objection or interruption on the part of the Ven or who shall render all

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13.

assistance, if required, to the Vendee for effecting such mutation,

- 1) That the said property, lands and premises and every part thereof are being transferred, conveyed or sold unto the Vendee free and clear and absolutely acquitted, exonerated and for ever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of or from and against all former and other estates, titles, charges, claims, trusts, liens, encumbrances and attachments whatsoever.

III. That the Vendor doth hereby further covenant with the Vendee that he will keep the Vendee indemnified or, from and against all actions, claims, demands,

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proceedings, loss, injury, costs, charges and expenses to which the Vendee may be put to or to which she may be involved or which the Vendee will or may suffer, pay, sustain or incur as a result of any of the said representations made by the Vendor to the Vendee as aforesaid becoming untrue and/or as a result of all or any of the Vendor's covenants as aforesaid being found to be incorrect or untrue and/or as a result of any defects in title of the Vendor to the said property being found or detected afterwards.

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15.

IV. That the Vendee also doth hereby covenant with the Vendor that the Vendee will at all times hereafter pay rents and observe other terms and conditions payable or contained under the aforesaid perpetual sub-lease dated the 8th June, 1971, and on the part of the sub-lease thereunder to be paid and performed in so far as the same shall be applicable to the Vendee in respect of the said property hereby conveyed or transferred and assigned or assured unto the Vendee or expressed so to be from the date of execution of these presents.

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16.

V. That the expenses of this transaction including the duty on this deed shall be borne by the Vendor.

THE SCHEDULE above referred to :

ALL THOSE lands measuring 1,216 sq. yards

(about 1,017 sq. metres) comprised in Plot.

No.A-9/27, Vasant Vihar, New Delhi-57, with

all buildings and structures lying thereon

and all trees, paths, passages, walls, fences,

drains and sewers and all easements and

appurtenances whatsoever thereunto belonging

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17.

to OR HOWSOEVER OTHERWISE the said land,  
buildings and premises or any part thereof  
which at any time hereinbefore were or was  
now or is abutted and bounded, known,  
numbered, called and distinguished.

The aforesaid property is bounded as

under :-

On or towards East :- By Road No.A-9

On or towards West :- By Service Lane

On or towards North :- By Plot No.A-9/28

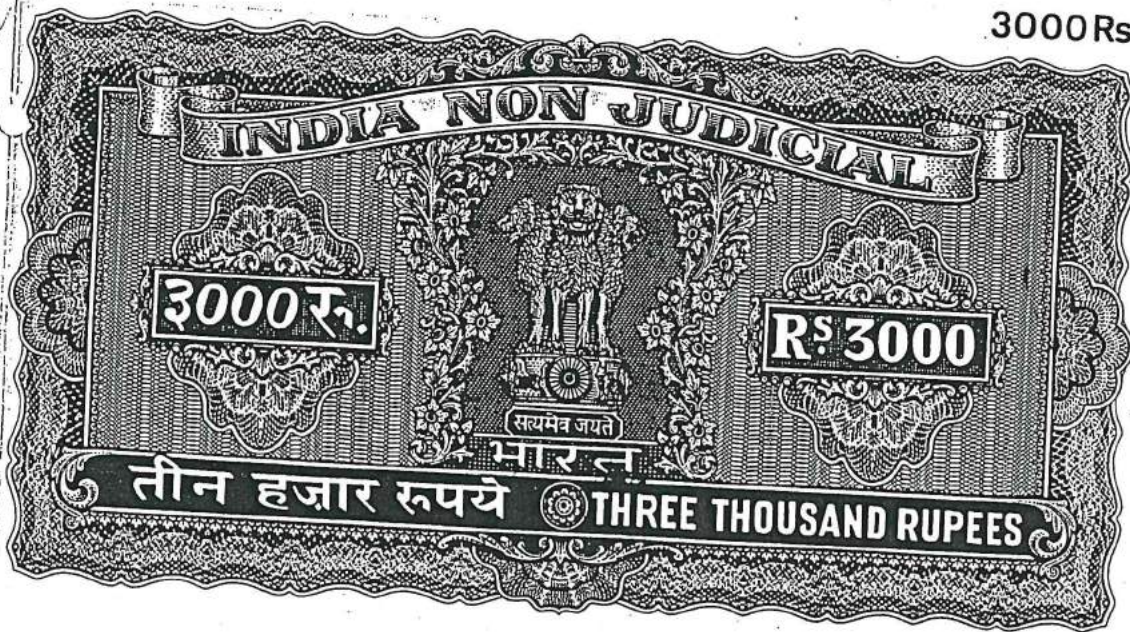
On or towards South :- By Plot No.A-9/26

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18.

IN WITNESS WHEREOF the parties hereto have executed  
these presents the day and year first above written.

SIGNED AND DELIVERED BY THE  
above-named Vendor, Shri S.S. Jaggia  
in the presence of :

WITNESSES :

1. Witness  
(08/8/1952)  
S/o Late Sri H.L. Sharma  
A/17 Vasant Vilas, New Delhi-57

2. Witness  
(K.L. RATHEE)  
S/o Shri Hem Raj  
A/10 A-9/52, Vasant Vilas, New Delhi-57

SIGNED AND DELIVERED BY THE चन्द्रा कला गौर  
above-named Vendee, Smt. Chandra Kala Gaur  
in the presence of :

WITNESSES:

1. Witness  
(08/8/1952)  
S/o Late Sri H.L. Sharma  
A/17 Vasant Vilas, New Delhi-57

2. Witness  
(K.L. RATHEE)  
S/o Shri Hem Raj  
A/10 A-9/52, Vasant Vilas, New Delhi-57