

APPENDIX XXIV

[Rule 91 (8)]

DEED OF CONVEYANCE TO BE EXECUTED IN THE CASE OF FREEHOLD PROPERTIES WHICH ARE SOLD OTHERWISE THAN BY PUBLIC AUCTIONS.

THIS INDENTURE made the 20th day of May one thousand nine hundred and fifty ~~five~~ four BETWEEN the President of India hereinafter called "the Vendor" (which expression shall unless repugnant to the context or meaning thereof include his successors and assigns) of the one part and Shri. Mukand Lal S/o Shri. Daulat Ram called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the other part :

WHEREAS the Vendor is seized and possessed of the land, hereditaments and premises more particularly described in Schedule I, hereunder written.

AND WHEREAS the Vendor has agreed with the Purchaser for the absolute sale to him of the said land, hereditaments and premises intended to be hereby granted at or for the price of Rs. 8268/- paid to the Vendor by the Purchaser (8268/- in cash and ~~by adjustment against the compensation payable under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 to the Purchaser and his associates whose names are given in Schedule II hereunder written~~ on or before the execution of these presents the receipt whereof the Vendor doth hereby admit and acknowledge, and from the same doth hereby release the Purchaser ~~and whereas the said associates have agreed to the property being granted, released, conveyed, and assigned unto the Purchaser~~ the Vendor doth in pursuance of rule 91(2) of the rules framed under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 hereby grant, release, convey and assure unto the Purchaser all that piece or parcel of land, hereditaments and premises known as III/102/129-90 more particularly described in Schedule I hereunder written TOGETHER WITH all buildings, commons, fences, hedges, ditches, ways, waters, watercourses, liberties, privileges, easements, and appurtenance 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 EXCEPTING AND RESERVING to the Vendor all mines and minerals of whatever nature lie to in or under the said premises together with full liberty at all times for the Vendor his agents and workmen to enter upon all or any part of the said premises, to search for, make merchantable and carry away the said mines and minerals under or upon the said premises or any adjoining lands of the Vendor and to let down the surface of all or any part of the said premises and any buildings standing thereon or hereafter to be erected thereon, making fair compensation to the purchaser for damage done thereby TO HAVE AND TO HOLD the said land, hereditaments and premises hereby granted, released, conveyed and assured, or expressed so to be, unto and to the use of the Purchaser subject nevertheless to the payment of such land revenue, cesses and taxes as are or may be assessed or imposed on the said premises and the Vendor doth hereby covenant with the Purchaser that he has not done anything or suffered anything to be done whereby the said premises are in any way encumbered or affected AND THAT the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land, hereditaments and premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever, from or by the Vendor or any person or persons lawfully or equitably claiming from, under, or in trust for him. AND FURTHER THAT, HE THE VENDOR and all persons having or lawfully or equitably claiming any estate or interest in the said land, hereditaments and premises, or any of them, 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 land, hereditaments and premises, and every part thereof, unto and to the use of the Purchaser, in manner aforesaid, as shall or may be reasonably required.

IN WITNESS WHEREOF the Vendor has caused M.O. on his behalf to set his hand hereunto the day and year first above written.

SCHEDULE I.

All that piece or parcel of land and/or building(s) situated at
Phatak Habash Khan, Delhi, by admeasurement 70 Sq. Yds. or thereabouts
I. Phatak Habash Khan, Delhi, by admeasurement 70 Sq. Yds. or thereabouts
and bounded Property No. III/102(Old)/189-190(new), Phatak Habash Khan,
on the North by Property No. III/179(new).
on the South by Street.
on the East by Property No. III/191(new).
on the West by Property No. III/183(New).

SCHEDULE II.

- Nil -

Name of the associates—

1.
2.
3.
4.
5.
6.

Signed by the said Managing Officer

(K. D. Natta)
Managing Officer/Assistant Custodian

for and on behalf of the President of India in the presence of two witnesses

1.
2.

Shri Mukand Lal,
S/O
Shri Daulat Ram,
III/102/189-190(new),
Gali Siriswali, Phatak Habash Khan,
Delhi.

Copies to:-

- 1) F. & A.O.
- 11) Central Board of Revenues, New Delhi.
- 111) Municipal Corporation, Delhi.

Presented by Shri Mukand Lal S/O Daulat Ram retired Head
Master R/ 102/189-90 Gali Saras wali Phatak Habash
at the office of the Sub-Registrar of Delhi
this 5th day of June 1959
between the hours of 12.41 P.M.

Khan Delhi

S. R. Pandey
SUB-REGISTRAR, DELHI

The said Shri Mukand Lal Verma is identified
by Shri Jugal Kishore S/o Balkrishan, Book number
Ry 1346 Sale Eulyan Darika Kalam Deller &
Shri G. S. Tuli Advocate Deller who is
known to me

Having satisfied my self that this Sale deed
was executed by Shri R. D. Bhatia
in his own name and in his attendance and
signature is correct with and the
document is admitted to registration.

Corrections are initialled.

6.6.59

Sr. Panari
SUE REGISTRAR, DELHI.

G. S. Tuli
Advocate

Registered as No. 4639. vol. 1
Volume No. 403 on pages 82 to 86
this 8th day of June 1959. Left Thumb
impressions were taken in my presence.

Sr. Panari
SUE REGISTRAR, DELHI.

8-6-59.

C.No.87 Karol Bagh.

IN THE COURT OF SHRI MAHESH CHANDER SUB JUDGE 1ST CLASS DELHI.
SUIT NO.213 of 66.

Shri Mahinder Dev son of shri Mukand Lal, resident of
House No.190, Gali Soris Wali, Phatak Habash Khan,
Delhi.

....Plaintiff.

Versus.

1. Shrimati Sumitra Wig, widow of shri J.L. Wig.
resident of 6-A/25 W.E.A. Karol Bagh New Delhi.5.
2. Shrimati Pavitra Kumari wife of shri P.S. Shetty,
6, Alipore Road, Delhi.6.

...Defendants.

SUIT FOR DECLARATION.

The value of the suit for purposes of court fee
and jurisdiction is Rs.10,000/- being the market value of
the premises in suit and a fixed court fee of Rs.20/- is
affixed on the plaint.

Plaint presented on the 14.9.66.

....

ORDER.

In this suit for declaration that the plaintiff
is the sole proprietor of the house No.189-190 Gali Soris
Wali, Phatak Habash Khan, Delhi, the defendants were
served, but they did not appear and as such ex-parte

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St Permanent

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proceedings were ordered against the defendants. Ex.parte evidence has been recorded and it consists of statement of plaintiff. He has produced plan Ex.P.1 of the house in dispute. In view of the ex-parte evidence, I hold that the claim of the plaintiff is prima facie established and as such an ex-parte decree as prayed for is passed in favour of the plaintiff and against the defendant together with costs of this suit.

Announced in open court.

Dated 25.1.1968.

sd/- Mahesh Chander.

SUB JUDGE 1ST CLASS DELHI.

Jesu Santani

14/12/67

G.No.87 Karol Bagh.

EX PARTE DECREE IN SUITS FOR DECLARATION & C.

(Order XX, rule 7, of the Code of Civil Procedure)

In the Court of Shri Mahesh Chandra, PCS, Sub Judge 1st Class, Delhi.

Suit No.218 of 1966.

Shri Mahinder Dev son of Shri Mukand Lal resident of House No.190, Gali Saris Wali, Phatak Habash Khan, Delhi.

...Plaintiff.

Against.

(1) Smt. Sumitra Wig widow of Shri J. K. Wig. R/o 6-A/25, W.E.A. Karol Bagh, New Delhi (2) Smt. Pavitra Kumari w/o Shri P.S. Shetty, 6 Alipore Road, Delhi.

...Defendants.

Claim for Declaration.

Plaint presented on the 16th September, 1966.

This suit coming on this day for final disposal before me in the presence of Shri Krishan Lal Arya, Advocate for the plaintiff and none for the defendant, it is ordered that any ex parte decree for declaration is passed in favour of the plaintiff declaring that House No.189-90 Gali Saris-Wali, Phatak Habash Khan, Delhi belongs exclusively to the plaintiff and neither the defendants nor any body else has got any concern whatsoever with the same.

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Sh. Permenet

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And it is further ordered that the defendants shall also pay Rs. 22-00 ~~200~~ the costs of this suit.

COSTS OF SUIT.

Plaintiff.	Rs. M.	Defendant.
1. Stamp for plaint.	20-00	Stamp for and exhibit.
2. Power.	1-25	D. petition.
3. Do for exhibits.		Pleader's fees on Rs.
4. Pleader's fees on Rs. 10,000/- No certificate filed.		Subsistence for witnesses.
5. Subsistence for witnesses.		Commissioner's fee.
6. Commissioner's fee.		Miscellaneous.
7. Service of process.	0-75	
8. Miscellaneous.		
Total	22-00	Total Nil.

Given under my hand and the seal of court, this 25th day of November 1966.

(seal)

Sl/- Mahesh Chander.

Sub Judge Ist. Class,
Delhi.

Jetho Ramtani.

14/12/67

5	1. Annual No.
6	2. Monthly No.
Deend Lal A/o Doulat Ram.	3. Name of deceased.
Hindu.	4. Nationality or caste.
Male.	5. Sex.
Male.	6. Age.
28 years.	7. Social condition.
Married.	8. Occupation.
Business.	9. Usual residence.
190 Bali Sans, Tilek Bazar, Delhi.	10. Place of death.
Same.	11. Cause of death.
	12. Duration of illness.
2. 1. 1963	13. Date of death.
4. 1. 63.	14. Date of registration.
Signature.	15. Signature.
30/- written above, 177 Lajpat Rai Market, Delhi.	16. Signature of the Registrar.
Signature of the	17. Medical certificate and attendance at the last illness.
Signature of the	18. Remarks.

Municipal Corporation Delhi.

Municipal Corporation of Delhi.

Municipal Corporation Delhi.

THIS COPY ATTESTED
3-6-63
Municipal Corporation DELHI.

Father

M. P. 1-1971-10,000-4-1-44

M. P. 1-1971-10,000-4-1-44

MUNICIPAL CORPORATION OF DELHI
दिल्ली नगर निगम
Register of Deaths
मरण रजिस्टर

1	Annual Number वार्षिक संख्या	52
2	Monthly Number मासिक संख्या	2
3	Date of registration रजिस्ट्रेशन तिथि	7-4-66
4	Date of Death मृत्यु की तिथि	5-4-66
5	Name of Deceased alongwith father's/husband's name मृतक का नाम, पिता/पति के नाम सहित	Swaran Kaur W/o Sh. Master Mukand Lal
6	Nationality or Caste राष्ट्रियता व जाति	Hindus
7	Sex लिंग	Male पुरुष
8	Age वयस	68
9	Social Condition सामाजिक स्थिति	Widow
10	Occupation व्यवसाय	
11	Usual residence निवासी स्थान	190 B. B. S. Delhi
12	Place of Death मृतक के मरने का स्थान	at Home
13	Cause of Death मृत्यु का कारण	old Age
14	Duration of illness रोग की अवधि	
15	Name of burning or burial ground or Crematorium where the body was disposed of दहनस्थान या दफनस्थान का नाम जहाँ शरीर संस्कार हुआ	N. Yam Road Gh.
16	Medical attendant who attended at the last illness मृतक के निधन में मृत्यु विक्रम की	Name नाम Address पता
17	Signature or thumb impression हस्ताक्षर या अंगुष्ठ का चिह्न	Signature हस्ताक्षर
18	Signature of Incharge, Sub-office कार्यकारी उप-कार्यालय के हस्ताक्षर	Signature of the Registrar रजिस्ट्रार के हस्ताक्षर
19	Remarks टिप्पणियाँ	

TRUE COPY
CITY NORTH ZONE M.C.D.

Form B
शरीर

5000Rs.



7/19

Consideration Rs 1,50,000/-

Stamp

Rs. 4,500.00

Corporation
Tax.

Rs. 7,500.00

Total:

Rs. 12,000.00
=====

SALE DEED

THIS SALE DEED executed at Delhi on 27th day of December, 1989 (One thousand nine hundred eighty nine) by Shri Mahinder Dev Soin S/o Late Shri Mukand Lal, Shop No. 177, Lajpat Rai Market, Delhi-110006 (hereinafter called the "Vendor") (which expression

Contd.....p/2.



--:2:-

unless repugnant to the context shall mean and include his heirs, successors, assignees, administrators, executors etc.) in favour of Smt. Alka Devi Goenka W/o Shri Ashok Kumar R/o 188, Tilak Bazar, Delhi-110006 and Smt. Sandhya Devi Goenka W/o Shri Ajay Kumar R/o 188, Tilak Bazar, Delhi-110006 (hereinafter called the "Vendees") (which expression unless repugnant to the context shall mean and include their heirs, successors, assignees, administrators and executors etc.).

WHEREAS Shri Mukand Lal was the absolute owner

Contd.....p/3.



--:3:-

of free hold property bearing Municipal No. 189-190, Ward No. III, Tilak Bazar, Delhi-110006 (Measuring about 70 Sq. Yards) vide Deed of Conveyance dated 30th May, 1959 executed by the President of India in favour of Shri Mukand Lal and duly registered with the Sub-Registrar, Delhi and registered as No. 4639, Additional Book No. 1, Volume No. 473 on pages 83 to 86 on 8th June, 1959.

AND WHEREAS the aforesaid Shri Mukand Lal

Contd.....p/4.

Mukand Lal

-:4:-

has expired on 2nd January, 1963 leaving behind his widow Smt. Swarn Kaur, one son Shri Mahinder Dev and two daughters Smt. Pavitra Kumari and Smt. Sumitra Wig. Smt. Swarn Kaur also expired on 5th April, 1966 leaving behind her said son Shri Mahinder Dev and two daughters Smt. Pavitra Kumari and Smt. Sumitra Wig having 1/3 share each by succession.

WHEREAS the aforesaid Shri Mahinder Dev had filed suit for declaration against his two sisters Smt. Sumitra Wig and Smt. Pavitra Kumari being Suit No. 218 of 1966 Re: Mahinder Dev Vs. Smt. Sumitra Wig and another. The learned Court of Shri Mahesh Chandra, the then Sub Judge 1st Class, Delhi passed decree for Declaration declaring said Shri Mahinder Dev as the exclusive owner of property No. 189-190, Gali Saras Wali, Phatak Habash Khan, Delhi. The said learned Court also declared that the said Shrimati Pavitra Kumari & Smt. Sumitra Wig have got no concern whatsoever with the said property.

AND WHEREAS the aforesaid property is not giving sufficient return, as the rental income is very low and the vendees have approached the vendor

Contd.....p/5.

-:5:-

for purchase of the said property for consideration of Rs.1,50,000/- (Rupees one lac fifty thousand only) and the vendor has agreed to sell the same for the said consideration on the following terms and conditions :-

NOW THIS SALE DEED WITNESSETH AS FOLLOWS :-

- (1) That for the consideration of Rs.1,50,000/- (Rupees one lac fifty thousand only) the vendor hereby transfers property No. 189-190, Gali Saras Wali, Tilak Bazar, Delhi-110006 more ~~to~~ the fully described in red colour in the Site Plan attached herewith, to the vendees and the said amount of Rs.1,50,000/- (Rupees one lac fifty thousand only) being the sale consideration shall be received by the vendor from the vendee before the Sub-Registrar, Delhi at the time of Registration of Sale Deed by Pay Order No. 351719/6952 dated 26.12.1989 for Rs.75,000/- (Rupees seventy five thousand only) and Pay Order No. 351720/6953 dated 26.12.1989 for Rs.75,000/- (Rupees seventy five thousand only) issued by

Contd.....p/6.

--:6:--

Canara Bank Chandni Chowk, Delhi-110006 in
favour of Shri Mahinder Dev Soin.

- (2) That the vendor hereby sells, transfers, conveys and assigns by way of absolute sale of his property bearing Municipal No. 189-190, Gali Saras Wali, Tilak Bazar, Delhi-110006 alongwith land underneath the said property to the vendees with all rights, title, interest and privileges hereby unto the vendees, who shall become the joint owners of the aforesaid property and shall have right to own the same in any manner whatsoever.
- (3) That the land on which the house is located is free hold land measuring 70 sq.yards.
- (4) That in case the title of the vendor is proved defective, the vendees shall be entitled to get refund of the sale consideration together with all damages, costs and expenses etc.
- (5) That the property No. 189-190, Ward No. III, Gali Saras Wali, Tilak Bazar, Phatak Habash Kahan

Contd.....p/7.

Mahinder Dev Soin

-:7:-

Delhi-110006 is under the tenancy of the following tenants :-

Sl. No.	Name of the Tenant:	Accommodation:	Monthly Rent: RS.P.
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(i)	M/s.Prem Chemicals.	Entire Ground Floor except store case leading to First Floor.	22.00
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(ii)	Smt. Durga Devi.	Entire F.F. 2nd Floor.	200.00
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(6) That the vendor shall inform the aforesaid two tenants for attornment of the vendees and to pay rent to the vendees and even otherwise the vendees can claim rent from the tenant on the basis of the present Sale Deed from the date of registration of the Sale Deed.

(7) That all the rights of ownership enjoyed by the vendor now shall also stand transferred to the vendees. The vendor shall deliver the constructive possession of the aforesaid property to the vendees and the same shall be deemed to have been delivered to the vendees with the completion of the registration of the Sale Deed.

Contd.....p/8.

-:8:-

- (8) That the property in question is about hundred years old and is in a dilapidated condition. The said property is also situated in Slum Area. The property in question is not yielding adequate income to maintain it. The vendor has decided to sell the same due to the above reasons.
- (9) That the vendor is fully competent to sell the property bearing M.No. 189-190, Ward No.III, Gali Saras Wali, Tilak Bazar, Phatak Habash Khan, Delhi-110006.
- (10) That the vendor has assured the vendees that the property is free from all encumbrances, lien, charges, etc.
- (11) That all the expenses for getting the Sale Deed registered such as stamps duty etc. have been borne by the vendees.
- (12) That all the original documents shall be delivered to the vendees at the time of registration of the Sale Deed.

IN WITNESSES WHEREOF the vendor has

Contd.....p/9.

M. Chander Prasad

ADDITIONAL PAGE
of the above document

--9--

put his own hand on the date month and year first mentioned above.

Mahinder Dev Sain

(MAHINDER DEV SOIN)
Vendor

Witnesses:

P. Shetty

1. (Smt. P. Shetty),
Manager,
Canara Bank,
B-105, Gulmohar Park,
New Delhi.

Jagdish Singh

2. (Jagdish Singh),
S/o Late Shri Somar Singh,
R/o 188, Tilak Bazar,
Delhi-110006.

Drafted by:

S.R. Khandelwal

(S.R. KHANDELWAL)
Advocate
Supreme Court.



दिल्ली DELHI

X 476659

SURRENDER DEED

THIS DEED OF SURRENDER executed on 05.05.2011 by Sanjay Sarvaria son of Late sh. Vinod Sarvaria, proprietor of the firm M/s PREM CHEMICALS having its office at 2119, Tilak Bazar, Delhi -110006, legal tenant of **godown** bearing No.189, ground floor, Gali Siraswali, Tilak Bazar, Delhi -110006 .

I, Sanjay Sarvaria, legal tenant of **godown** bearing No.189, ground floor, Gali Siraswali, Tilak Bazar, Delhi -110006 hereby surrender the vacant possession of said tenanted godown on 06.05.2011 to **Smt. Alka Devi** resident of House No. 188, Gali Siraswali, Tilak Bazar, Delhi -110006 and also surrendering all the rights of the property with my own consent and without any force and coercion with full and final settlement.

NOW I/We have no objection, title, claim, interest etc. regarding the said godown and onward my other legal heirs and representatives shall not be entitled to have any connection, claim and dispute in the said godown.

Contd..p/2

Proprietor
Sanjay Sarvaria

Now Smt. Alka Devi is free to use and utilise the said godown in any manner/manners. I/we have handover over/ given vacant peaceful possession to Smt. Alka Devi.

The contents of this Surrender Deed have been read over and explained to me and having admitted the same as correct, have signed and executed this deed in the presence of the following witnesses at Delhi on this date mentioned above.

WITNESSES

1. *[Signature]*
To: Smt. Alka Devi
Delhi. 50

2. *[Signature]*
B-135 and Nos
20th Floor (BTS) Direct

FOR THE EXECUTANT

[Signature]

[Signature]

EXECUTANT

FOR THE
FOR

MUNICIPAL CORPORATION OF DELHI
ASSESSMENT AND COLLECTION DEPARTMENT
CITY ZONE

No. TAX/CZ/89/N/ 2765.

Dated: 7-3-90.

Shri/smt. Alka Devi Goenka & Smt. Sandhya Devi
Goenka 188 Tilak Bajar
Dillu B

Sub: Mutation of Property No. 188/90 Ward No. 114
situated at Tilak Bajar

Dear Sir/Madam,

With reference to your application dated 14/2/90
on the subject cited above, it is to inform you that property No. 188-190
Ward No. 114 located at Tilak Bajar
is mutated in your name subject to the condition that in case there is
any claimant to the property in question or if any dispute regarding the
legality of the ownership, title or any other matter relating to the
mutation of this property arises, the property will automatically be
reverted to in the name of the previous owner without any notice. The
new assessee shall also remain liable for any increase in the rateable
value and payment of taxes thereon. This mutation is for the purposes of
payment of property taxes only.

Yours faithfully,

Munir
Asstt. Assessor & Collector
City Zone

For DURGA TRADERS
21/1/1990
Partner

MUNICIPAL CORPORATION OF DELHI
ASSESSMENT AND COLLECTION DEPARTMENT
CITY ZONE

NO. TAX/CZ/89/M/ 2765.

Dated: 7-3-90.

Sbri/Smt. Alka Devi Goenka & Smt. Sanalgy Dams
Goenka 188 Tilak Bajar
Delhi 6

Sub: Mutation of Property No. 188/90 Ward No. 111
situated at Tilak Bajar

Dear Sir/Madam,

With reference to your application dated 14/2/90
on the subject cited above, it is to inform you that property No. 188-190
Ward No. 111 located at Tilak Bajar
is mutated in your name subject to the condition that in case there is
any claimant to the property in question or if any dispute regarding the
legality of the ownership, title or any other matter relating to the
mutation of this property arises, the property will automatically be
reverted to in the name of the previous owner without any notice. The
new assessee shall also remain liable for any increase in the rateable
value and payment of taxes thereon. This mutation is for the purposes of
payment of property taxes only.

Yours faithfully,

Munir
Asstt. Assessor & Collector
City Zone