

NATHURAM FRIENDS COLONY CO-OPERATIVE HOUSE BUILDING SOCIETY LIMITED?

THIS DEED OF SALE made on the 28th day of July One thousand nine hundred and fifty nine between the Nathuram Friends Colony Co-operative House Building Society Ltd., a body corporate under the Punjab Co-operative Societies Act (Act II of 1912 as extended to the Province of Delhi, hereinafter called "the Society" (which expression shall, unless the context requires another and different meaning, include its successors and assigns) of the One Part, and Mr. Tirath Ram Ahuja & Co. Engineers and Contractors of H. Nathuram Friends Colony, Mathura Road, New Delhi, hereinafter called "the Vendee" (which expression shall be taken to mean and to include the said Mr. Tirath Ram Ahuja & Co. Ltd.; his heirs, executors, administrators, representatives and assigns, except where the context requires another and different meaning) of the other Part;

WHEREAS by an agreement made on the 20th day of October in the year One thousand nine hundred and fifty four between the Society and the Vendee, the Society undertook to sell to the Vendee all that piece and parcel of land belonging to and owned by the Society, more particularly described in the First Schedule annexed to the said agreement, for the consideration and upon the terms and conditions set out therein;

AND WHEREAS the Vendee has complied with all the terms and conditions of the aforesaid agreement and has completed the building on the piece of land allotted to him on the terms and conditions on which the plan thereof was sanctioned by the Society and paid all costs and charges payable to the Society in respect hereof, and the Society has, on his request and being satisfied that the building has been completed, that the Vendee has complied with the terms and conditions of the said agreement and that it has been paid all sum(s) due to it, has agreed to execute this deed of sale upon the terms and conditions set out herein.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the Price of Rs. 13/04/1/- only only

(Rupees *thirteen thousand one hundred and four 1/- only*) which has been paid by the Vendee and the receipt of which the Society hereby acknowledges, the Society hereby transfers by way of sale to the Vendee who is a member of the Society, All that piece and parcel of land more particularly described in the Schedule hereto TO HOLD the same to the Vendee as absolute owner.

2. The Society hereby covenants with the Vendee as follows:-

- (a) That the premises shall be quietly held and enjoyed and the rents and profits received therefrom by the Vendee, without any interruption or disturbance by the Society or any person claiming through or under the Society.
- (b) The Society will, at the cost of the person requiring the same, execute and do every assurance or thing necessary for further or more perfectly assuring the said property to the Vendee as by him shall be reasonably required.
- (c) The Society has done no act whereby the property hereby sold is encumbered or whereby it is debarred from transferring it to the purchaser.
- (d) The Society hereby covenants that the interest which is hereby transferred to the Vendee subsists and that the Society has the power to transfer it.
- (e) The Society will support any application made by the Vendee for mutation of names for property hereby sold and will at the cost of the Vendee or person requiring same, do all that it may be required to do for obtaining mutation in favour of the Vendee.

3. The Vendee hereby covenants as follows:-

- (a) That he shall conform to all rules, regulations and bye-laws of the Society for the time being in force and in the event of the area sold being hereafter included within the limits of any municipal or

- other local body, with the rules and regulations thereof in any way relating to buildings to be erected or re-erected on the said land.
- (b) That the Vendee shall not use the said land for any purpose, except building erected and to be erected for purpose of residence, and that he shall maintain the said land and building thereon in a clean and sanitary condition, according to the rules of the Society and in accordance with such instructions as are issued by the Society from time to time.
- (c) That the Vendee shall, forthwith inform the Society in writing, by a letter separately sent by registered post acknowledgement due, to the address of the Secretary of the Society for the time being, of any change of address or of any devolution or transfer of the rights hereby acquired. Any notice or communication addressed by the Society to the Vendee shall be deemed to have been properly served and received by the Vendee if it is addressed to the last address so intimated by the Vendee.
- (d) All taxes, land revenue, rates and assessment, that are or may hereafter be imposed upon the said land or any building to be constructed on the said land, under any enactment for the time being in force shall be paid by the Vendee.
- (e) The Vendee shall at all times make payment for any service such as construction, repairing and maintenance of roads, bridges, common fences, playgrounds, water works, electric supply, drainage, sanitary constructions, etc.
- A certified copy of the Resolution passed by the Managing Committee of the Society shall be proof conclusive as between the Society and the Vendee of the amounts payable by him on this account, and the said Vendee shall pay the same without demur.

(f) The cost, if any, of execution, stamp or registration of this deed shall be borne by the Vendee.

IN WITNESS WHEREOF the parties hereunto have set their hands to these presents in the presence of witnesses signing hereunder and under the common seal of the Society.

FOR AND ON BEHALF OF THE NATHU RAM FRIENDS COLONY
CO-OPERATIVE HOUSE BUILDING SOCIETY LTD., BY ITS SECRETARY.

WITNESS.

Shri Chaman Singh
Honorary Secretary

PRESIDENT.

For me by
S. P. Marang

VENDEE.

Shri R. K.

ATTESTING WITNESS.

THE SCHEDULE ABOVE REFERRED TO.

Plot No. 11 in the Western Side of Nathu Ram Friends Colony Mathura Road
New Delhi. Area measuring about 4300 Sq. Yds. more or less.

Boundaries:-

East:- Society's main road and Central Green Lawn.

West:- Society's Service Road 25' wide and Railway Road.

North:- Boundary of Shri Kanwal Rajpuri & Co. Plot No. 12.

South:- Society's 15' wide Service Road and Plot No. 10 of
Shri P. Gupta.



Rs 13.04/1/- thirteen thousand
and hundred & four

1/1/59
RECEIVED
NEW DELHI

Shri Chetan Singh

M. K. R.

Shankar

Registered as no. 3423 in
Add. Book no. 1 Vol. no. 499
on pages 100 to 102 dated 29th
day of July, 1959.

1/1/59
RECEIVED
NEW DELHI
29.7.59

Compared
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Runar
Runar & Co.
The



FRIENDS COLONY CO-OPERATIVE SOCIETY LTD.

AGREEMENT TO SELL

Memorandum of agreement made this Twentieth day of October, ONE thousand nine hundred and Fifty-four between the Friends Colony Co-operative Society Ltd., a body corporate under the Punjab Co-operative Societies Act, (Act II of 1912), as extended to the Province of Delhi, hereinafter called 'the Society', (which expression shall, unless the context requires another and different meaning, include its successors and assigns) of the One Part, and Twank Ram Ahuja Ltd. son of a Private limited Company of B 6 27 Block D D.P.C. New Delhi hereinafter called the 'Intended Vendee', (which expression shall be taken to mean and to include the said Company his heirs, executors, administrators, representatives and duly permitted assigns, except when the context requires another and different meaning) of the Other Part :

WHEREAS the intended Vendee, being a member, has applied to 'the Society' to purchase land belonging to and owned by 'the Society', fully described in the I Schedule hereunder and the Society has agreed to sell the said land to the intended Vendee upon the terms and conditions hereinafter set forth.

AND WHEREAS the intended Vendee has deposited with the Society the sum of Rs. 11,44,111/- being the amount agreed to be paid by the said intended Vendee to the Society by way of sale price for the said land, which sum or sums when deposited by the intended Vendee, whether before or after the execution of these presents, on demand by the Society, is to be a security to the Society for the due performance by the intended Vendee of the terms of this agreement.

NOW THESE PRESENTS WITNESS that the parties hereunto agree with each other in the manner following, that is to say :—

- (1) That the intended Vendee may on and after the execution of these presents, at any time, for the purpose of building and executing works, only in the manner and to the extent hereinafter stated, enter upon the said land.
- (2) That the intended Vendee shall not erect or re-erect any building or buildings upon the said land without the permission in writing of the Society.
- (3) That the intended Vendee shall conform to all rules, regulations and bye-laws of the Society, and in the event of the area agreed to be sold to the intended Vendee, being hereafter included within the limits of the Delhi Municipal Committee, New Delhi Municipal Committee, or any other Committee, also with the rules and regulations of the said Committee in any way relating to building to be erected or re-erected on the said land.
- (4) That the intended Vendee shall not alienate, partition, sub-divide, or part with the possession of the said land in any manner whatsoever, save with the prior permission of the Society in writing.
- (5) That the intended Vendee shall not use the said land for any purpose, except the erection of a building to be constructed for the purpose of residence, and shall maintain the said land and the building thereon in a clean and sanitary condition, according to the rules of the Society, and in accordance with the instruction of an officer of the Society, duly authorised by it in this behalf.
- (6) That the intended Vendee shall, before commencing construction of any building on the land intended to be sold to him, submit to the Society

in triplicate such plans, sections, elevations and designs as may from time to time be prescribed by the Society or by Society's bye-laws, and the intended Vendee shall not start construction of the said building unless sanction to the aforesaid plans, sections, elevations and designs has been communicated in writing to the intended Vendee by the Society. After the approval of the said plans by the Society, the intended Vendee shall not make any alterations in or additions to the building, either externally or internally without previously obtaining the sanction of the Society, to plans, sections, elevations and designs of the proposed additions or alterations.

- (7) The intended Vendee shall complete construction of the house, according to the plan sanctioned by the Society within a period of ~~three~~ ^{three} years of the date of allotment of plot, and shall under no circumstances be entitled to sell or alienate in any manner whatsoever, the plot of land intended to be sold to him, before such building has been completed. *W.H. D.*

It shall be lawful for the intended Vendee to apply to the Society for granting an extension in the period of three years hereby reserved, and the Society shall, at its discretion, grant or refuse an extension. Refusal to grant an extension shall be final and binding on the parties and the same shall not be questioned in any proceedings.

If the intended Vendee fails to complete the building as aforesaid, he shall lose the right to obtain a sale of the plot agreed to be sold, and in that event the provisions of Clause (9) hereunder shall, so far as practicable, apply.

- (7) (a) The intended Vendee shall, forthwith inform the Society in writing, of any change in his address and or any devolution or transfer of the rights hereby created.
- (8) All taxes, land revenue, rates and assessments, that now are or may hereafter be imposed upon the said land, or any building to be constructed on the said land, under any enactment for the time being in force, shall be paid in respect of the said land and building by the intended Vendee, with effect from the date of the execution of these presents or from the date from which they are imposed.
- (9) In the event of the intended Vendee desiring to dispose of the land, in whole or in part, or any building or construction erected thereon, he shall give notice of his intention, to the Secretary of the Society, by a letter sent by registered post, acknowledgement due. The Society shall have the right to purchase the right, title and interest of the intended Vendee on payment of a sum or sums assessed in the manner following :—
- (i) The Society shall be entitled to purchase the rights of the intended Vendee in the land, on payment of the price and development charges actually paid by the intended Vendee to the Society.
- (ii) In respect of any structures, buildings, plants, trees, etc., the Society shall pay such sums as may be determined, having regard to the reasonable market price of the material used, the same not being in excess of the controlled price, if any.
- (10) Any sum deposited with the Society or any portion thereof which the Society may decide, shall be liable to be forfeited to the Society, for failure to comply with any of the conditions herein contained, including the building specifications prescribed, in addition to any other action under the terms of this agreement.
- (11) In case the intended Vendee shall commit any breach of or make any default in the performance of all or any one of the covenants on his part herein contained, it shall be lawful for the Society or for any officer in its employ or on its behalf, to enter into and upon and take possession of the said land, of all such buildings, erections and material as may then be found thereon and in addition the Society shall be entitled to forfeit the security deposit as aforesaid or any part thereof. Upon such forfeiture the amount of security deposit shall belong to the Society absolutely, but this shall be without prejudice to all other legal rights and remedies against the intended Vendee.
- (12) The intended Vendee shall at all times make payment for any services, such as the construction, repairing and maintenance of roads, bridges, common fences, playgrounds, canals, water-works, electric supply, drainage, sanitary constructions, etc. A certified copy of the resolution by the Managing Committee of the Society shall be proof conclusive as between

the Society and the intended Vendee, of the amounts payable by him as such and the said intended Vendee shall pay the same without demur.

- (13) Upon completion of the buildings and upon compliance by the intended Vendee of the terms and conditions hereof, the Society shall execute and register in favour of the intended Vendee a sale deed of the land hereby sold, but at his cost.
- (14) Nothing in these presents contained, shall be considered as a sale in law of the piece of land described in the Schedule hereunder or any part thereof, so as to give the intended Vendee any right, title or interest therein, other than as may be inferred from these presents, until such time as the aforesaid sale deed shall have been executed and registered. It shall not be lawful for the intended Vendee to transfer or alienate his rights under this agreement, before obtaining a sale deed of the land under and in accordance with Clause 13 hereof.
- (15) In the event of any question or dispute, arising as to the sum to be payable to the intended Vendee, on acquisition of land by the Society, the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the President of the Society, at the time the intended Vendee or the Society makes a demand for such reference. The award of the Arbitrator so appointed shall be final and binding on the parties and to such reference the provisions of Indian Arbitration Act, 1940 and of the rules framed thereunder and any statutory modification thereof shall apply.

IN WITNESS WHEREOF the parties hereunto have set their hands to these presents and in the presence of witnesses signing hereunder and under the common seal of the Society.

FOR AND ON BEHALF OF THE FRIENDS COLONY CO-OPERATIVE SOCIETY LTD., BY ITS SECRETARY.

ATTESTING WITNESS.

27/4 *Han Nagan Poo Lian*
Adv Secy.

INTENDED VENDEE.

For Tirath Ram Ahuja *Ind*
Chairman & Managing Director.

ATTESTING WITNESS

M. R. Ahuja
31/15 West Patel Nagar,
New Delhi-12

THE SCHEDULE ABOVE REFERRED TO SCHEDULE I.

Plot No. 11 (Eleven), measuring about 4000 sq. yds (four thousand square yards), lying on the western side of Delhi-Mathura road, in Friends Colony.

