

Kamini Jaiswal

ADVOCATE

20/04/2011

Shri Digvijaya Singh,
General Secretary,
All India Congress Committee,
24, Akbar Road, New Delhi.

Subject : Legal Notice for defamation

Dear Sir,

I write on behalf of and under instructions of my client,
Shri Shanti Bhushan, Senior Advocate, Supreme Court of
India.

You gave an interview to Shri Karan Thapar on his
show "Devil's Advocate" telecast on CNN-IBN on 16th, 17th
and 18th of April, 2011. In this Show you cast an
aspersion on the integrity of my client and also suggested
that my client had under-valued the property which he had
purchased in Allahabad and also not paid adequate stamp
duty on it.

You also said that this raised serious question marks
about his not being a suitable person to be on the
committee for drafting the Lokpal Bill to fight corruption.
The relevant extract from the Show 'Devil's Advocate'
including both Mr. Karan Thapar's question and your
answers are set out hereinbelow for convenience :

Kamini Jaiswal

ADVOCATE

“Karan Thapar : What do you think of the people that he has actually appointed ? The Bhushans, Arvind Kejriwal, Justice Hegde, what do you think of the quality and caliber of the people that he has appointed?”

Digvijay Singh : Well, Arvind Kejriwal is the Chela of Aruna Roy. So if Aruna Roy had been taken, it would have been much better. As far as Justice Hegde is concerned, I am really not aware of his worth. Obviously he must be a good Judge. But at the same time keeping Shanti Bhushan and Prashant Bhushan both there, and I was really surprised, yesterday only they have been noticed for undervaluing their property, and also avoiding paying the right amount of stamp duty. I think they should be careful in choosing their friends.

Karan Thapar: Just to understand you properly, you are saying notices just yesterday were given to the two Bhushans, I presume you are saying court notices for undervaluing their property and not paying the proper amount to stamp duty ?

Digvijay Singh : Yes

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

[2]

Kamini Jaiswal

ADVOCATE

Karan Thapar : Are you saying that this of course suggests that they are not suitable to be on a body that determines a Lokpal to fight corruption ?

Digvijay Singh : Well, I'm not saying that. But it raise question marks.

Karan Thapar : Serious question marks ?

Digvijay Singh : Yes."

Further in an interview with NDTV on 15.4.2011 you stated that my client pressurized the owner to sell the property to him on a highly under-valued price and also did not pay adequate stamp duty on it and also cheated the revenue by not paying the correct stamp duty.

You have further said that the Government has sent a Notice to my client demanding stamp duty of more than one crore.

All your above statements are false and highly damaging to my client's reputation.

I am instructed to inform you that the Allahabad house purchased by my client is a house in which my client and his family had been tenants for the last about 70 years. My client had an Agreement in 1966 to Purchase the said

Kamini Jaiswal

ADVOCATE

house for a total sum of Rs. 1 lakh which was the market value at that point of time.

However, on account of the fact that the 99 years lease granted by the Government in favour of the owner had expired and was pending renewal, the sale deed could not be executed. Finally when the lease deed was renewed and the property was converted into free-hold my client demanded execution of the sale deed which was refused by the owner. My client instituted a suit for specific performance in the year 2000 in Civil Court at Allahabad which was pending.

Thereafter a compromise was arrived at between my client and the owner under which the owner agreed to sell a major portion of the property to my client for the consideration agreed to in the agreement to sell provided that the remaining portion of 4317.78 sq. yards be released from the agreement and be left with the owner to sell independently to other persons. The pending suit was decreed in terms of the agreement and it is in this background that the property was purchased for Rs. 1 lakh.

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 11001
TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

[4]

Kamini Jaiswal

ADVOCATE

Further prior to the execution of the sale deed the question arose as to what would be the proper stamp duty on the proposed sale deed. Under the Indian Stamp Act the stamp duty would be on the value of the transaction which would be Rs. 1 lakh. However, there is a U.P. amendment in the Stamp Act which provides that stamp duty payable is on the market value of the property.

Market value is calculated under Rule 341 of the U.P. Stamp Rules by multiplying the actual annual rental value or the assessed annual rental value by 20 times whichever is higher. The assessed annual rental value for this property was Rs. 33,360 per year. Therefore the market value of the house for the purpose of the stamp duty was Rs. 6,67,200/-.

There is a provision in the Stamp Act namely Section 31 which provides that when any instrument whether executed or not and whether previously stamped or not is brought to the Collector and the person bringing it applies to have the opinion of that officer as to the stamp duty with which it is chargeable, the Collector shall determine the duty with which in his judgment the instrument is chargeable.

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001
TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134
E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

Accordingly, my client applied to the Collector under Section 31 for his opinion as to how much stamp duty should be paid on the proposed sale deed and pointed out the relevant provisions which according to him were applicable and the stamp duty which according to him was payable. My client also enclosed the copy of the proposed sale deed which had not yet been executed. This application was received in the office of the Collector on 29th September, 2010. A copy of this application enclosed.

Since the Collector did not proceed to determine the stamp duty payable, and the execution of the sale deed could not be withheld indefinitely, the sale deed was executed on 29th November 2010 by the owner and the vendees and was duly registered by the Office of the Sub Registrar on 29.11.2010 by paying the stamp duty which according to my client under the Rules was payable and which had been mentioned by him in the Section 31 application to the Collector. Thereafter a Notice dated 5.2.2011 was received by my client which mentioned that the sale deed had been executed and that the question relating to the proper stamp duty payable was pending before the authority. The Office of the Assistant

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001 [6]
TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134
E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

Commissioner of Stamps Allahabad fixed a date of 22.4.2011 on which date the case for determining the stamp duty was fixed. A copy of the Notice is also enclosed.

You will notice that it has not been stated in the Notice either that the property was under-valued or that adequate stamp duty had not been paid. Further it had not been suggested as to what the correct stamp duty payable was.

Thus your statements that

- a) my client under valued the property
- b) my client had not paid the correct stamp duty on it and
- c) that my client had been noticed by the U.P. Government for payment of stamp duty of more than 1 crore of rupees are all incorrect and false.

My client's conduct in the case of purchase of the house has been exemplary and strictly in accordance with law. All aspersions cast by you on my client's conduct which have been aired in public on national TV channels including the suggestion that there are serious questions about my client's suitability to be on a body that drafts Lokpal Bill to fight corruption are false and seriously damaging to my client's reputation. Your aforesaid

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001
TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

[7]

Kamini Jaiswal

ADVOCATE

statements amount to defamation both civil and criminal under Section 499 of the Indian Penal Code punishable under Section 500 of the Code with imprisonment which may extend to 2 years.

You are therefore called upon to immediately publicly apologize for the incorrect allegations made by you against my client failing which we will be constrained to take proceedings against you both civil and criminal in appropriate courts of law at your risk and cost.

Yours faithfully,

(Kamini Jaiswal)

Copy to:

Mrs. Sonia Gandhi,
President
All India Congress Committee,
24, Akbar Road, New Delhi.

Kamini Jaiswal

ADVOCATE

Before the ADM (Finance)/Collector Allahabad

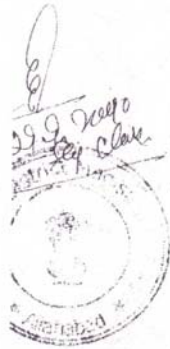
Application u/s 31/32 of Indian Stamp Act on behalf of Purchasers:

- (1) **Shri Shanti Bhushan**, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P.,
- (2) **Prashant Bhushan**, S/o Shri Shanti Bhushan, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. through his attorney Shri Shanti Bhushan, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. vide Registered Power of Attorney dated _____,
- (3) **Jayant Bhushan**, S/o Shri Shanti Bhushan, R/o C-67, Sector - 14 Noida, Distt. Ghaziabad, U.P. through his attorney Shri Shanti Bhushan, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. vide Registered Power of Attorney dated _____,
- (4) **Shefali Bhushan**, D/o Shri Shanti Bhushan, R/o 6/5, Jangpura B, New Delhi through her attorney Shri Shanti Bhushan, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. vide Registered Power of Attorney dated _____, hereinafter called the Purchasers - 2nd Party, which term unless excluded shall include his heirs, successors, assigns and representatives is as under:

WHEREAS among the Purchasers, the Purchaser No. 1, has been a tenant in the vended property only on a monthly rent of Rs. 184/- (Rupees One Hundred and Eighty Four Only) and as such the income from the vended property was much less than as against the expenses of taxes and repairing, which was more than the income. Hence, the Seller Shri Hari Mohan Das Tandon decided to dispose of the said property.

WHEREAS vide 2 letters (1) dated 02-09-1966 written by the Purchaser No.1 to the Seller Shri Hari Mohan Das Tandon & (2) dated 10-09-1966 written by the Seller Shri Hari Mohan Das Tandon to the Purchaser No. 1, the Seller Shri Hari Mohan Das Tandon agreed to sell the Leasehold right of Site No. 49, Civil Station Allahabad measuring 2 Acre 4480 sq.yds. land alongwith Construction and Super Structure standing thereon (with two main bungalow besides other outhouses) to the Purchaser No. 1 for total Sale Consideration of Rs. 1,00,000/- (Rupees One Lac Only) and Rs. 5,000/- (Rupees Five Thousand Only) was paid by the Purchaser No. 1 to the Seller Shri Hari Mohan Das Tandon as an advance and part Sale Consideration, the receipt of which the Seller Shri Hari Mohan Das Tandon hereby acknowledges. The balance Sale Consideration of Rs. 95,000/- (Rupees Ninety Five Thousand Only) shall be paid by the Purchasers to the Seller Shri Hari Mohan Das Tandon at the time of execution and registration of the Sale Deed.

WHEREAS on 25-04-1970 a fresh contract took place between the Seller Shri Hari Mohan Das Tandon and Purchaser No. 1 which stipulated that if the lease was renewed for one acre of land with the main bungalow, the price payable by the Plaintiff would be Rs. 48,000/-



Kamini Jaiswal

ADVOCATE

(Rupees Forty Eight Thousand only) and in case the lease was renewed for a portion of land which was more than one acre, the rate of such extra land over one acre would be Rs. 30,000/- (Rupees Thirty Thousand Only) per acre. That the advance of Rs. 5,000/- (Rupees Five Thousand Only) as earnest money which had been given to the Seller Sri Hari Mohan Das Tandon in 1966 by the Purchaser No. 1, was retained by the Seller and is with the Seller upto this day. One of the terms of Agreement to Sell was that the Seller shall get the Leasehold rights renewed for the further period of 90 years and after the renewal of the Lease Deed the Seller shall execute the Sale Deed in favour of the Purchaser No. after taking the balance Sale Consideration. The State of U.P. started a scheme for the conversion of the Lease Hold rights into Free Hold and the Rajyapal, U.P. through Collector of Allahabad, after taking the Freehold Conversion amount from the Seller on 08-06-2000 executed a Free Hold Deed in favour of the Seller which is registered in Book No. 1, Volume No. 2175 on pages 231 - 272 at S.No. 4275 on 2006 in the office of Sub-Registrar, Allahabad and since then the Nazul Plot No. 49, Civil Station, Allahabad has become the Free Hold land.

WHEREAS after the conversion of the Lease Hold rights into Free Hold of Site No. 49 Civil Station, Allahabad. Due to some differences the Sale Deed has not been executed by the Seller in favour of the Purchaser No. 1 and three litigations were started three cases in three different courts were filed. (1) Suit No. 516 of 2000 by Shanti Bhushan against Hari Mohan Das Tandon for specific performance in the court of Civil Judge, Allahabad, filed by the Purchaser No. 1, (2) by the Seller against the Purchaser No. 1 for release of accommodation which was under the tenancy of the Purchasers u/s 21 of U.P. Act No. 13 of 1972 and (3) Suit No. 11 of 2001 by Hari Mohan Das Tandon against Shanti Bhushan for arrears of Rent & Ejectment.

WHEREAS a compromise arrived at between the parties and according to that the Seller agreed to sell 7818 sq.mts. of Land of Free Hold Site No. 49, Civil Station, Allahabad for a total Sale Consideration of Rs. 1,00,000/- (Rupees One Lac Only) and an application of compromise was moved in Suit No. 516 of 2000 in the court and on the basis of the compromise the Court decreed the Suit of the Purchasers in terms of the compromise and compromise was made part of the decree and as per decision of the Court the value of the property being sold comes to Rs. 1,00,000/- (Rupees One Lac Only) and the Stamp Duty shall be payable only on Rs. 1,00,000/- (Rupees One Lac Only).

WHEREAS as per compromise of the Suit No. 516/2000, the Seller Sri Hari Mohan Das Tandon is going to execute the Sale Deed in favour of the applicants.

That as per Agreement which took place in 1966, the Sale Consideration was only Rs. 1,00,000/- (Rupees One Lac Only) for entire land of 2 Acre 3480 sq.yds. but the present Sale Deed is only for 7818

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001
TEL: 23385451 FAX: 23382582 & 23782595
OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134
RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134
E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

sq.mts. for a total Sale Consideration was only Rs. 1,00,000/- (Rupees One Lac Only).




That the entire property i.e. House No. 19 Old 29 New of which present No. is 77/29 Lal Bahadur Shastri Marg, Allahabad and 19 A Old 31 New, (Elgin Road) Lal Bahadur Shastri Marg, Allahabad of which present No. is 79/31 Lal Bahadur Shastri Marg, Allahabad, Allahabad is assessed at Rs. 33,360/- per year in the Nagar Nigam, Allahabad and according to the said assessment the value comes to Rs. 33,360/- X 20 = Rs. 6,67,200/- and this shall be treated as Market value of the property.

That the Purchasers are desirous to know what Stamp Duty is chargeable on the Proposed Sale Deed, a copy of which is attached with this application.

It is therefore prayed that your honour be pleased to determine the Stamp Duty which is chargeable on the proposed Sale Deed (a copy of Sale Deed is attached with the application) and as per decree of the court your honour be pleased to direct the Applicant that the Stamp Duty is payable at Rs. 1,00,000/- (Rupees One Lac Only).

- Encl.: 1) Proposed Sale Deed
2) Copy of the Compromise
3) Copy of Rules of U.P. Stamp Act, 1942
4) Copy of Nagar Mahaplaika Khasra

Applicants

- 1) 
2) PRASHANT BHUSHAN } 
3) JAYANT BHUSHAN } 
4) SHEFALI BHUSHAN } 2, 3 & 4

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

SALE DEED

This Sale Deed executed on this _____ day of _____, 2010 at Allahabad

BY

Shri Hari Mohan Das Tandon, S/o Late Lala Manmohan Das Tandon, R/o 28, Hastings Road, Allahabad hereinafter called the Seller - 1st Party, which term unless excluded shall include his heirs, successors, assigns and representatives.

Seller - 1st Party

IN FAVOUR OF

(1) **Shri Shanti Bhushan**, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P.,

(2) **Prashant Bhushan**, S/o Shri Shanti Bhushan, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. through his attorney Shri Shanti Bhushan, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. vide Registered Power of Attorney dated _____,

(3) **Jayant Bhushan**, S/o Shri Shanti Bhushan, R/o C-67, Sector - 14 Noida, Distt. Ghaziabad, U.P. through his attorney Shri Shanti Bhushan, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. vide Registered Power of Attorney dated _____,

(4) **Shefali Bhushan**, D/o Shri Shanti Bhushan, R/o 6/5, Jangpura B, New Delhi through her attorney Shri Shanti Bhushan, S/o Late Vishwa Mitra, R/o B-16, Sector - 14 Noida, Distt. Ghaziabad, U.P. vide Registered Power of Attorney dated _____, hereinafter called the Purchasers - 2nd Party, which term unless excluded shall include his heirs, successors, assigns and representatives.

Purchasers - 2nd Party

WHEREAS the Seller - 1st Party is the exclusive owner in possession of now Free Hold Site No. 49, Civil Station Allahabad measuring 2 Acre 4480 sq.yds. land alongwith Construction and Super Structure standing thereon (with two main bungalow besides other outhouses) of which Nagar Nigam No. is 19 Old 29 New of which present No. is 77/29 Lal Bahadur Shastri Marg, Allahabad and 19-A Old 31 New, (Elgin Road) Lal Bahadur Shastri Marg, Allahabad of which present No. is 79/31 Lal Bahadur Shastri Marg, Allahabad. Previously the said Site No. 49 Civil Station, Allahabad was Nazul Land.

WHEREAS among the Purchasers - 2nd Party, the Purchaser No. 1, has been a tenant in the vended property only on a monthly rent of Rs. 184/- (Rupees One Hundred and Eighty Four Only) and as such the income from the vended property was much less than as against the expenses of taxes and repairing, which was more than the income. Hence, the Seller - 1st Party decided to dispose of the said property.

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

WHEREAS vide 2 letters (1) dated 02-09-1966 written by the Purchaser No.1 - 2nd party to the Seller - 1st Party & (2) dated 10-09-1966 written by the Seller - 1st Party to the Purchaser No. 1 - 2nd Party, the Seller - 1st Party agreed to sell the Leasehold right of Site No. 49, Civil Station Allahabad measuring 2 Acre 4480 sq.yds. land alongwith Construction and Super Structure standing thereon (with two main bungalow besides other outhouses) to the Purchaser No. 1 - 2nd Party for a total Sale Consideration of Rs. 1,00,000/- (Rupees One Lac Only) and Rs. 5,000/- (Rupees Five Thousand Only) was paid by the Purchaser No. 1 - 2nd Party to the Seller - 1st Party as an advance and part Sale Consideration, the receipt of which the Seller - 1st Party hereby acknowledges. The balance Sale Consideration of Rs. 95,000/- (Rupees Ninety Five Thousand Only) shall be paid by the Purchasers - 2nd Party to the Seller - 1st Party at the time of execution and registration of the Sale Deed.

WHEREAS on 25-04-1970 a fresh contract took place between the Seller - 1st Party and Purchaser No. 1 - 2nd Party which stipulated that if the lease was renewed for one acre of land with the main bungalow, the price payable by the Plaintiff would be Rs. 48,000/- (Rupees Forty Eight Thousand only) and in case the lease was renewed for a portion of land which was more than one acre, the rate of such extra land over one acre would be Rs. 30,000/- (Rupees Thirty Thousand Only) per acre. That the advance of Rs. 5,000/- (Rupees Five Thousand Only) as earnest money which had been given to the Seller - 1st Party in 1966 by the Purchaser No. 1 - 2nd Party, was retained by the Seller - 1st Party and is with the Seller - 1st Party upto this day. One of the terms of Agreement to Sell was that the Seller - 1st Party shall get the Leasehold rights renewed for the further period of 90 years and after the renewal of the Lease Deed the Seller - 1st Party shall execute the Sale Deed in favour of the Purchaser No. 1 - 2nd Party after taking the balance Sale Consideration. The State of U.P. started a scheme for the conversion of the Lease Hold rights into Free Hold and the Rajyapal, U.P. through Collector of Allahabad, after taking the Freehold Conversion amount from the Seller - 1st Party on 08-06-2000 executed a Free Hold Deed in favour of the Seller - 1st Party which is registered in Book No. 1, Volume No. 2175 on pages 231 - 272 at S.No. 4275 on 2006 in the office of Sub-Registrar, Allahabad and since then the Nazul Plot No. 49, Civil Station, Allahabad has become the Free Hold land

WHEREAS after the conversion of the Lease Hold rights into Free Hold of Site No. 49 Civil Station, Allahabad. Due to some differences the Sale Deed has not been executed by the Seller - 1st Party in favour of the Purchaser No. 1 - 2nd Party and three litigations were started three cases in three different courts were filed. (1) Suit No. 516 of 2000 by Shanti Bhushan against Hari Mohan Das Tandon for specific performance in the court of Civil Judge, Allahabad, filed by the Purchaser No. 1 - 2nd Party, (2) by the Seller - 1st Party against the Purchaser No. 1 - 2nd Party for release of accommodation which was under the tenancy of the

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

Purchasers - 2nd Party u/s 21 of U.P. Act No. 13 of 1972 and (3) Suit No. 11 of 2001 by Hari Mohan Das Tandon against Shanti Bhushan for arrears of Rent & Ejectment.

WHEREAS a compromise was arrived at between the parties and according to that the Seller - 1st Party agreed to sell 7818 sq.mts. of Land of Free Hold Site No. 49, Civil Station, Allahabad for a total Sale Consideration of Rs. 1,00,000/- (Rupees One Lac Only) and an application of compromise was moved in Suit No. 516 of 2000 in the court and on the basis of the compromise the Court decreed the Suit of the Purchasers - 2nd Party in terms of the compromise and compromise was made part of the decree.

WHEREAS as per compromise in Suit No. 516 of 2000 the Purchaser No.1 - 2nd Party requested the Seller - 1st Party to execute the Sale Deed of the compromise property in the names of Parties No. 2-4 also for which the Seller - 1st Party has agreed and is executing the Sale Deed for 7818 sq.mts. alongwith Construction and Super Structure thereon in favour of the Purchasers - 2nd Party.

Now the Seller - 1st Party with his own free will and without any coercion and undue influence executes this Sale Deed in favour of the Purchasers - 2nd Party which showeth as under:-

1. That the Seller - 1st Party hereby sells, transfers, alienates and assigns all his rights, title, interest and ownership in part portion of Free Hold Site No. 49, Civil Station, Allahabad of which Nagar Nigam No. is 19 Old 29 New of which present No. is 77/29 Lal Bahadur Shastri Marg, Allahabad and 19-A Old 31 New, (Elgin Road) Lal Bahadur Shastri Marg, Allahabad of which present No. is 79/31 Lal Bahadur Shastri Marg, Allahabad measuring 7818 sq.mts land alongwith Construction and Super Structure standing thereon morefully detailed and described below and shown in Red Colour in the annexed map for a total Sale Consideration of Rs. 1,00,000/- (Rupees One Lac Only).
2. That out of the total Sale Consideration of Rs. 1,00,000/ (Rupees One Lac Only) the Seller - 1st Party has already received Rs. 5,000/- (Rupees Five Thousand Only) as an advance and Part Sale Consideration in 1966 and the balance Sale Consideration of Rs. 95,000/- (Rupees Ninety Five Thousand Only) has been paid by the Purchasers - 2nd Party to the Seller - 1st Party vide _____, the receipt of which the Seller - 1st Party hereby acknowledges, and thus the Seller - 1st Party has received the entire Sale Consideration of Rs. 1,00,000/- and now nothing is due of the Seller - 1st Party against the Purchasers - 2nd Party.
3. That as the Purchasers - 2nd Party is already in possession of the vended property as tenant, the symbolic possession has been given by the Seller - 1st Party to the Purchasers - 2nd Party of the Vended

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

Property morefully detailed and described below and shown in red colour in the annexed map.

4. That from today the Purchasers - 2nd Party has become the absolute owner in possession of the vended property.
5. That till today whatever right, title, interest and ownership, the Seller - 1st Party possessed in the vended property, will have automatically been transferred to the Purchasers - 2nd Party and from today the Seller - 1st Party ceases to have any right, title, interest and ownership in the vended property.
6. That the Purchasers - 2nd Party is also entitled to get their names mutated in records of Nagar Nigam and in the Govt. Dept. on the vended property.
7. That Purchasers - 2nd Party is also entitled to use and utilise the vended property in any manner they like subject to the by laws of A.D.A. and other departments.
8. That from today the Purchasers - 2nd Party shall be responsible to pay the House Tax, Water Tax, Sewer Tax, etc. of the vended property.
9. That the Seller - 1st Party hereby assures the Purchasers - 2nd Party that the Vended Properties is free from all encumbrances and charges and there is no charge or encumbrances on the Vended Property. If in future the entire or part of the Vended Property goes away from the possession of the Purchasers - 2nd Party and their heirs, successors, assigns and representatives due to the defective title of the Seller - 1st Party, then in that case the Seller - 1st Party his heirs, successors and representatives shall be responsible for the same.

In witness thereof we both the parties have signed this sale deed on the date, month and year.

DETAILS OF THE VENDED PROPERTY

Part Portion of Free Hold Site No. 49, Civil Station, Allahabad which is also Part Portion of Bungalow No. 19 Old 29 New of which present No. is 77/29 Lal Bahadur Shastri Marg, Allahabad and 19-A Old 31 New, (Elgin Road) Lal Bahadur Shastri Marg, Allahabad of which present No. is 79/31 Lal Bahadur Shastri Marg, Allahabad measuring 7818 sq.mts. alongwith constructions and Super Structures standing thereon shown in red colour in the annexed map and bounded as under. -

East -
West -
North -
South -

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

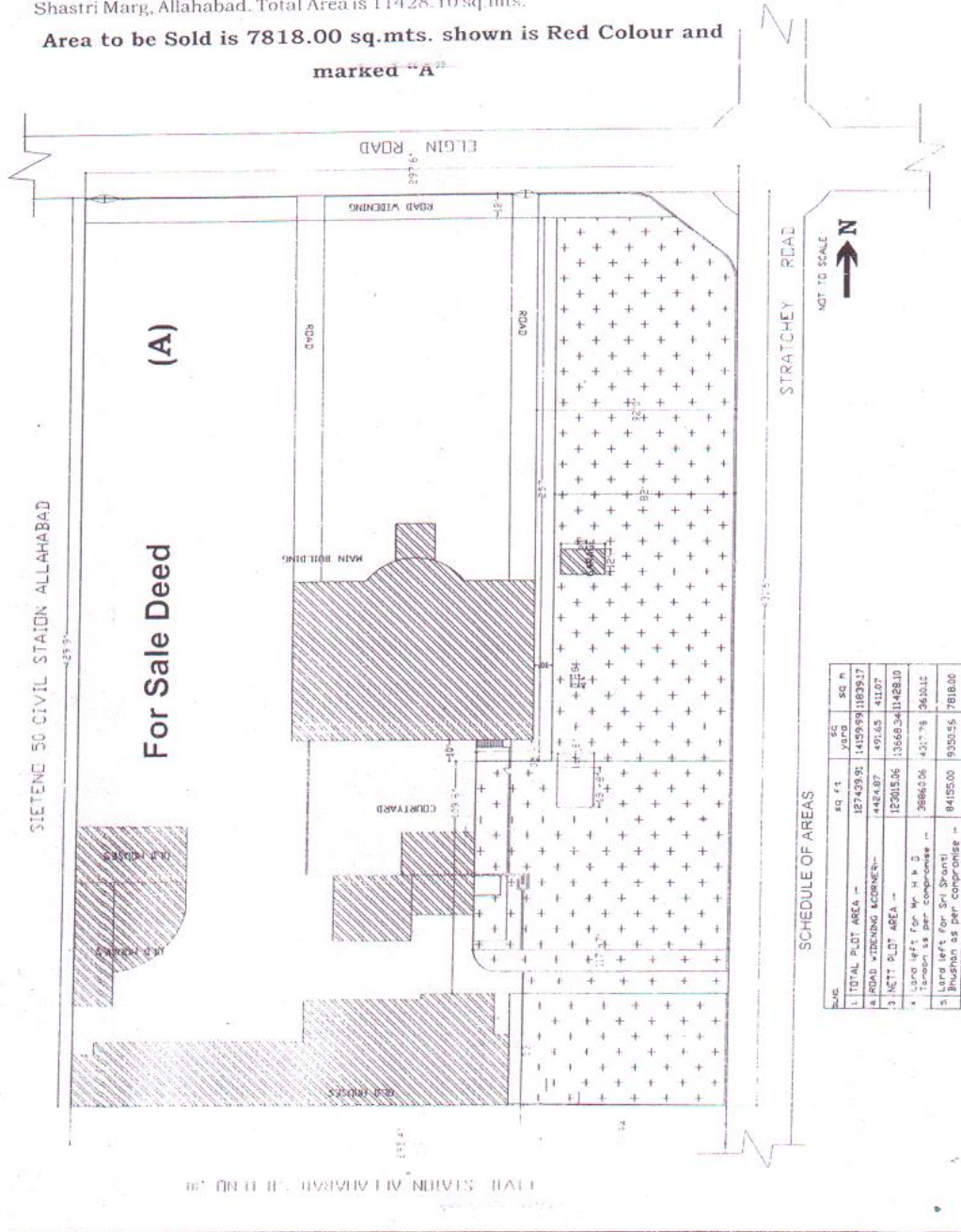
E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

Site Plan of Freehold Site No 49 Civil Station, Allahabad whose Nagar Nigam No. is 19 Old, 77/29 New and 19-A Old, 79/31 New, (Elgin Road) Lal Bahadru Shastri Marg, Allahabad. Total Area is 11428.10 sq.mts.

Area to be Sold is 7818.00 sq.mts. shown is Red Colour and marked "A"



SCHEDULE OF AREAS

S.No.	Sq. Ft.	Sq. M.	V.P.C.	Sq. M.
1. TOTAL PLOT AREA	127459.91	14159.99	1163517	
2. ROAD WIDENING ACQUIRED	4824.87	491.63	4107	
3. NETT PLOT AREA	125015.06	13666.34	11428.10	
* Land left for M. H. D.	26662.06	427.76	2600.11	
* Land left for Sri Shanti Bhawan as per compromise	84155.00	9330.58	7818.00	

CHAMBER: 43, LAWYERS CHAMBER, SUPREME COURT OF INDIA, NEW DELHI - 110001

TEL: 23385451 FAX: 23382582 & 23782595

OFFICE: A-46, (BASEMENT) HANG KHAS, NEW DELHI - 110016 TEL: 41764137 FAX 26561134

RESIDENCE: E-77, (FIRST FLOOR) SAKET, NEW DELHI - 110017 TEL: 26562738 & 41051134

E-mail: kaminijaiswal@hotmail.com

Kamini Jaiswal

ADVOCATE

5/2/11

न्यायालय सहायक स्टाम्प आयुक्त,
कमरा नं० 47 कलेक्टर गोरख (नवका के बगल)
इलाहाबाद।

नाम संख्या 1629/10-11 नोटिस अर्जित स्टाम्प अधिनियम धारा 47ए/33
सरकार बनाम श्री शक्ति मधन शर्मा

श्री शक्ति मधन शर्मा 5/0 किरवा गीवा/0
5/0-16 5/0-22-14-5/1
जिला- गोरख बुधनगर 2/0/11

एतद्वारा आपको नोटिस दी जाती है कि आपने एक दरतावेज नैनामा / श्री हरि मोहन 5/0-22-14-5/1 श्री शक्ति मधन शर्मा को दिनांक 22/11/10 को अपने हक में तहसीर व कार्यालय उपनिष्पन्न में रजिस्ट्री कराया था। जिरा पर इस न्यायालय में वाद संस्थित है एवं यथोचित स्टाम्प अदायगी का प्रश्न विचाराधीन है। इगित कमी स्टाम्प शुल्क रु०..... है।

आप द्वारा दिनांक 22/10/11 को समय 10.30 बजे पूर्वाह्न मेरे न्यायालय में उपस्थित होकर मूल दरतावेज प्रस्तुत करें तथा दरतावेज पर यथोचित स्टाम्प अदा किये जाने के समर्थन में अपना जवाब/आपत्ति पत्र तथा साक्ष्य प्रस्तुत करें। विदित हो यदि आप उक्त दिनांक/समय पर न्यायालय में उपस्थित न हुए तो आपकी अनुपस्थिति में पत्रावली पर उपलब्ध अगिलेखों के आधार पर आदेश पारित कर कमी स्टाम्प तथा अर्थदण्ड, जो कमी स्टाम्प का चार गुना तक हो सकता है, आरोपित कर दिया जायेगा। आरोपित कमी स्टाम्प शुल्क की राशि पर प्रलेख निष्पादन की तिथि से बसूली/जमा करने की तिथि तक की अवधि हेतु 1.5% प्रति माह की दर से व्याज भी देय होता है।

आज दिनांक 5/02/11 को मेरे हस्ताक्षर तथा न्यायालय की गंधर अंकित कर जारी किया गया।



न्यायालय सहायक स्टाम्प आयुक्त, इलाहाबाद।

संख्या 5/2/11
तहसीलदार
जिला-इलाहाबाद।

दिनांक 05/02/11

उपरोक्त नोटिस एक अतिरिक्त प्रति के साथ इस आशय से प्रेषित कि उसे नागित व्यक्ति पर तामील करवा कर वाद में निर्धारित तिथि के पूर्व इस प्रति को वापस भेजवाना सुनिश्चित करें।

सहायक स्टाम्प आयुक्त,
इलाहाबाद।