

45/2008  
SALE DEED

Consideration.....Rs. 3,94,500/-.....  
Market Value .....Rs. 3,94,500/-.....  
Number of stamp sheets..... 9 .....  
Stamp Duty.....Rs. 39,500/-.....

Whereas I ,

Sri S.S.Behl , son of Sri A.N.Behl , permanently residing at J-110 , Kirti Nagar New- Delhi -110 0-- ; (PAN NO. AALPB1938 R ))  
( hereinafter called the 'VENDOR /SELLOR ' ) of the ONE PART;

am the sole owner of the property mentioned in the schedule ,do hereby sell to :

Sri Soban Singh , son of Sri Teg Singh , resident of Village - Dhamadi, P.O.Mendkhal , Patti- Gosain , Dist. Tehri Garhwal (Uttrakhand ) ; (PAN NO. AXEPS4829A)

(hereinafter called the ' VENDEE/ PURCHASER ' ) of the OTHER PART;  
for a consideration of Rs.3,94,500 /- received before the execution of the sale deed as full and final sale consideration as mentioned in the deed.

This property is free from all encumbrances.

Details of the property:

All that immovable property known as ground floor & first floor of 'Outhouse Glen Gowen ' , situated below Motilal Nehru Road, Mussoorie , Dist. Dehradun (Uttrakhand) , having a total land area of 101 sq. metres; out of which the covered area of 41 sq. metres

S. S. Behl  
45/2008

48/2008



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उत्तरांचल UTTARANCHAL  
Dehra D.

SALE - DEED

This deed of sale is made at Mussoorie on this the 12<sup>th</sup> day of November, 2008

BETWEEN

Sri S.S.Behl, son of Late A.N.Behl, permanently residing at J-110, Kirti Nagar New-Delhi ; (PAN NO. AALPB1938 R )  
( hereinafter called the 'VENDOR /SELLOR ' ) of the ONE PART;

AND

Sri Soban Singh, son of Late Teg Singh, resident of Village - Dhamadi, P.O.Mendkhal, Patti- Gosain, Dist. Tehri Garhwal (Utrakhand);  
(PAN NO. AXEPS4829A)  
( hereinafter called the ' VENDEE/ PURCHASER ' ) of the OTHER PART;

IT IS HEREBY SPECIFICALLY DECLARED, that the terms 'VENDOR / SELLOR' and 'VENDEE / PURCHASER' used in this deed shall mean to include their respective legal heirs, successors, assigns, transferees, attorneys etc. as and when the context so requires for the best interpretation of these terms;

*S.S. Behl*  
*Soban Singh*

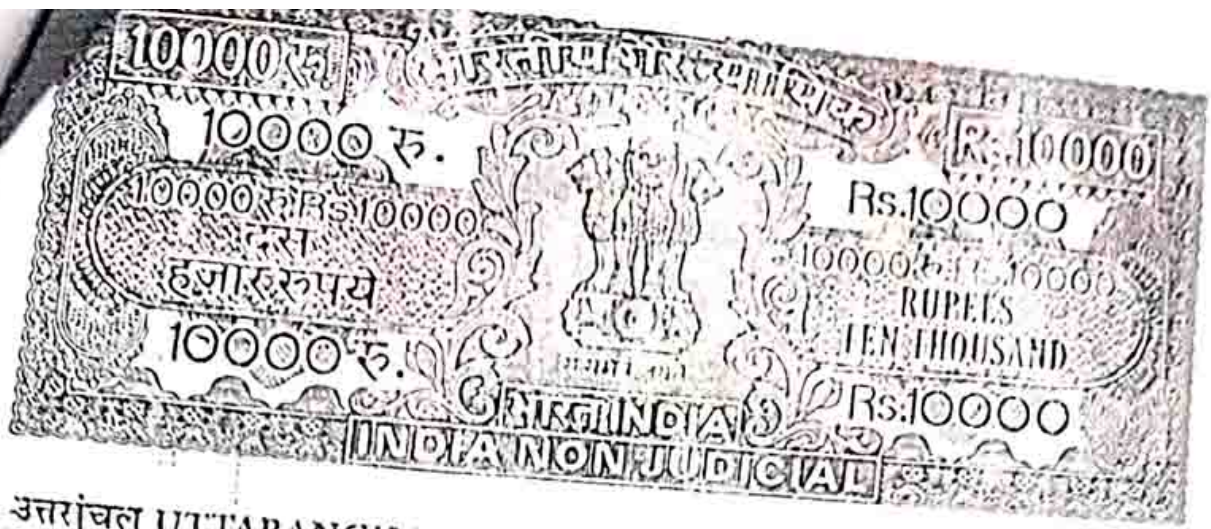


3108 उत्तरांचल UTTARANCHAL

WHEREAS one Dr. Arun Theraja, son of Sri B.L.Theraja, was the sole owner of the Immovable property known as 'Glen Gowen Estate', situated below Motilal Nehru Road, Mussoorie, Dist. Dehradun (Uttarakhand) which he had purchased from the Administrator General, Uttar Pradesh vide sale-deed dtd. 28.06.1974 duly registered in the office of Joint Sub-registrar, Mussoorie; AND

WHEREAS the said Dr. Arun Theraja, as sole and absolute owner of the said property sold and transferred a portion of the same known as outhouses in favour of the present Vendor vide sale-deed dtd. 24.11.1994. duly registered in Book No. I, Volume No. 1, on page 74 (Additional File Book No. I, Volume No. 37, on pages 31 to 58) on 01.12.1994 as document no. 165 /94 in the office of Sub-registrar, Mussoorie, Dist. Dehradun; AND

*Handwritten signature and text:*  
साधना लाल



h  
11/08/08 उत्तरांचल UTTARANCHAL.

WHEREAS by virtue of the said sale deed in his favour, the said Sri S.S.Behl (the present Vendor) became the sole and absolute owner of the said 'Glen Gowen Outhouses' together with appurtenant land, situated below Motilal Nehru Road Road, Mussoorie, Dist. Dehradun (Uttarakhand); AND

WHEREAS the name of Sri S.S.Behl is also recorded as sole owner of the said portion of 'Glen Gowen estate' in the records of City Board, Mussoorie; AND

WHEREAS the Vendor as the sole and absolute owner of the said outhouse portion of the property known as 'Glen Gowen Estate', Mussoorie is fully competent to sell and transfer the same or any portion thereof to any person whomsoever. The Vendor has agreed to sell to the Vendee/Purchaser the <sup>4.5</sup> First Floor & <sup>10.11</sup> ground floor, in the said the Immovable property known as 'Outhouse' Glen Gowen', situated below Motilal Nehru Road, Mussoorie, Dist. Dehradun (Uttarakhand) together with all constructions, fittings, fixtures, furniture, appurtenances, etc.; fully described in the schedule at the foot of this deed, for a sale price of Rs.3,94,500/- (Rupees Three Lacs, ninety four thousand & five hundred) only; and the Vendee/ Purchaser have agreed to purchase the same for the said amount, free from all encumbrances and on the terms and conditions mentioned hereinunder.

S.S. Behl  
21/8/08

573  
भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

डिजिटल 2008  
अपारंशु

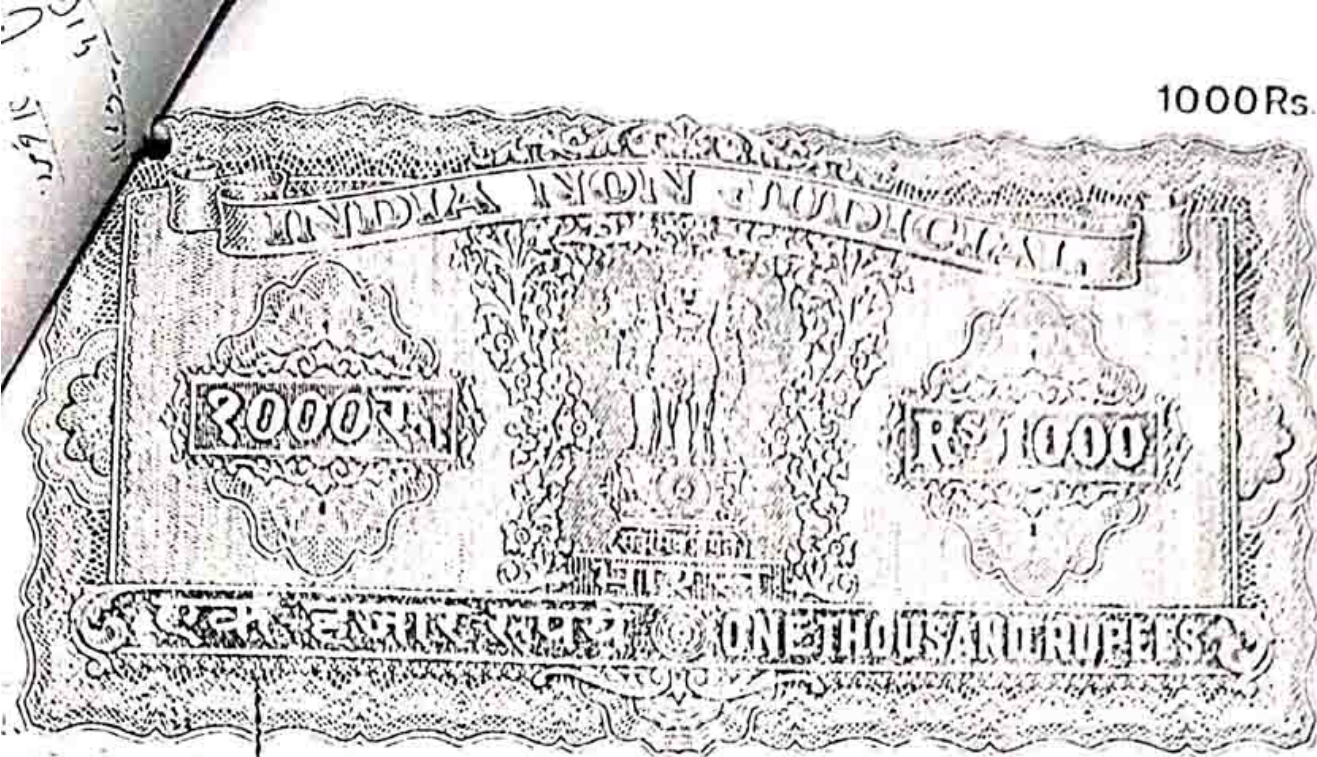
SO NOW THIS DEED WITNESSES AS FOLLOWS:-

- 1) That in pursuance of the said agreement and in consideration of the agreed sale price of Rs. 3,94,500/- (Rupees Three Lacs, ninety four thousand & five hundred ) only being paid in the following manner by the Vendee / Purchaser to the Vendor before the execution of this deed :-
- (i) Rs. 2,00,000/- vide DD no 001638 dtd 30.10.2007 , drawn on Union bank of India , Tehri Garhwal in favour of the Vendor and payable at New Delhi ;
  - (ii) Rs. 1,94,500/- vide DD no 005579 dtd.26.02.2008 , drawn on Axis Bank , Mussoorie in favour of the Vendor and payable at New Delhi ;

the receipt whereof is hereby admitted and acknowledged by the Vendor , in the aforesaid manner in full and final satisfaction of the agreed sale price , the vendor does hereby, transfer, convey, assign, and sell unto the Vendee by way of absolute sale the immovable property known as <sup>5/3</sup> ~~Flint Block~~ <sup>5/3</sup> & ground floor 'Outhouse Glen Gowen ' , situated below <sup>5/3</sup> ~~Motilal~~ <sup>5/3</sup> Nehru Road, Mussoorie , Dist. Dehradun (Uttarakhand ) together with all rights and fully described in the schedule at the foot of this deed and delineated in red riband in the site plan annexed to this deed TOGETHER with all constructions, structures ,electric , water , sanitary fittings, fixtures, furniture, right of passage from back & below the main house 'Glen Gowen '(as shown in yellow colour in the annexed plan ), support etc, and all the advantages and easementary rights etc. appertaining to the said property and every part thereof TO HAVE and TO HOLD the same absolutely and forever by the Vendee without any interference from the vendor or any persons claiming under or through him .

अपारंशु

1000Rs



108

- 2) That the vendor does hereby declare and undertake that he and all persons claiming under or through him shall at all times and at the cost of the person so requiring, do and execute or cause to be done or executed all such lawful acts, deeds and things whatsoever necessary for further and more perfectly conveying and assuring the said property to the Vendee and placing them in possession of the same according to the true intent and meaning of this deed. The Vendor is handing over the original sale-deed and photocopies of all the other documents pertaining to the property sold to the Vendee which are in his possession. If at any future time any testimony is required before any Court or Authority, the Vendor undertakes to give his statements and produce the documents in his possession at the request and cost of the Vendee.
  
- 3) That the Vendor does hereby further agree that the said property shall be peacefully entered into and upon and the usufruct / benefits enjoyed by the Vendee without any interference from the Vendor. The vacant physical possession of the portion sold has been handed over by the Vendor to the Vendee. From this day, the Vendor is left with no connection whatsoever with the property sold or any part thereof.
  
- 4) That all the expenses for the stamp duty, registration charges etc. are being paid by the Vendee as agreed.

*Handwritten signature/initials*

1000Rs



Issued

10/10/08  
Date

- 5) That it is hereby made clear that the Vendor has a good marketable title and authority to sell the said property which is being sold free from all encumbrances, liens, charges, demands, attachments, bank loans, family disputes and litigations etc. If for any defect in the title of the Vendor or his power to sell his said property, any part thereof is lost by the Vendee or the Vendee suffer any loss on this account, the Vendor shall indemnify the Vendee fully.
- 6) That it is hereby agreed between the parties that only the ground floor & first floor of the old construction is being sold by the Vendor. The Vendor has not sold the roof and roof rights over the first floor. He has retained the right to construct over and above the RCC roof of the first floor for which the Vendee shall have no objection. The Vendee shall have right of passage through the old passages passing towards south and north of the Glen Gowen Main as shown in yellow colour in the annexed site plan. It is hereby made clear that the Vendee shall have no right of passage through the property of M/s Sun Raj Hotels towards north of the out-house sold.
- 7) That it is hereby further made clear that the Vendee shall have right to get his name entered as owner of the <sup>5/22</sup> ~~First Floor~~ & ground floor of the property in the records of Municipal Board, Mussoorie for which the Vendor shall render all possible help.

5/22  
Date

1000Rs.



- 1/31 MAR 2008  
11/03/08  
Treasurer  
Deo
- 8) That the Vendor has paid all the taxes and dues in his knowledge pertaining to the property hereby sold. Thereafter the same shall be the liability of the Vendee / Purchaser. But if any dues are discovered at a later date, the Vendor undertakes to pay the same.
- 9) That the construction hereby being sold is a more than 70 years old; situated within the Municipal Limits of Mussoorie. The stamp duty of Rs. 39,500/- is being paid by the Vendee on the value of Rs. 3,94,500/- calculated as per the rates fixed for the area by the Collector, and after making deductions for the age of the building as permitted.

**SCHEDULE OF THE PROPERTY HEREBY SOLD :**

All that immovable property known as ground & first floor of 'Outhouse Glen Gowen', situated below Motilal Nehru Road, Mussoorie, Dist. Dehradun (Uttarakhand), having a total land area of 101 sq. metres out of which the covered area of 41 sq. metres; as detailed and delineated in red line in the site plan annexed to this deed. The passage leading to the portion sold is shown in yellow colour. The property hereby sold is butted and bounded as under :-

NORTH	:	Property of Sun Raj Hotels.
SOUTH	:	Property of Smt. Tarawati;
EAST	:	Glen Gowen, Main ;
WEST	:	Nalah & thereafter Kahkashan Estate

3/31/08



1000Rs.



Issued

MAR 2008

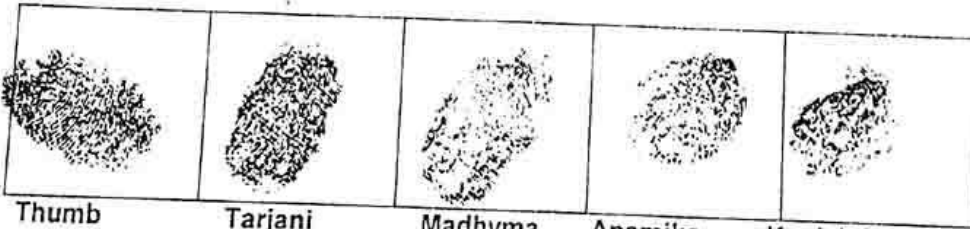
*h*  
*sup*

Finger prints as required u/s 32 A of Registration Act-1908

Name & Address of Seller :-

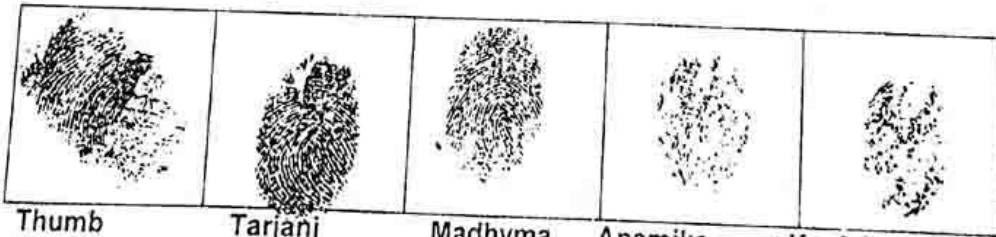
Sri S.S.Behl, son of Sri A.N.Behl, permanently residing at J-110, Kirti Nagar New-Delhi

Finger prints of Left Hand



Thumb      Tarjani      Madhyma      Anamika      Kanishtika

Finger prints of Right Hand



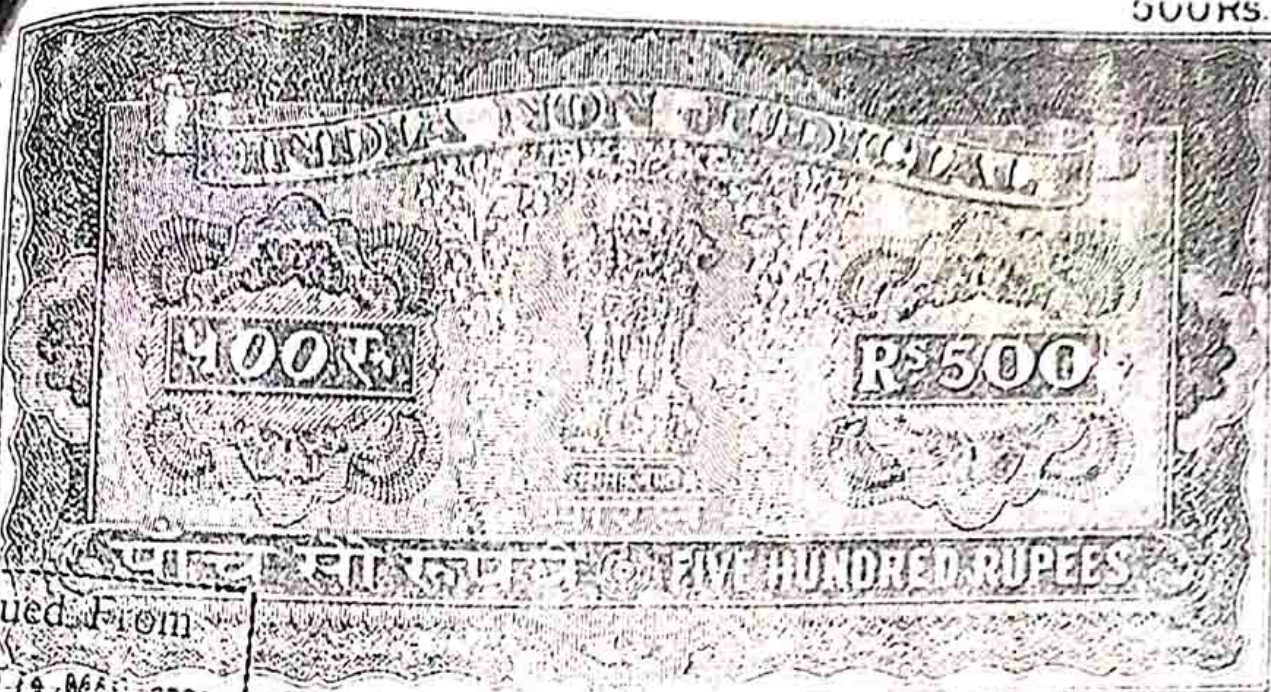
Thumb      Tarjani      Madhyma      Anamika      Kanishtika

*S.S. Behl*

Signature of Seller

*S.S. Behl*

*सोवनी*

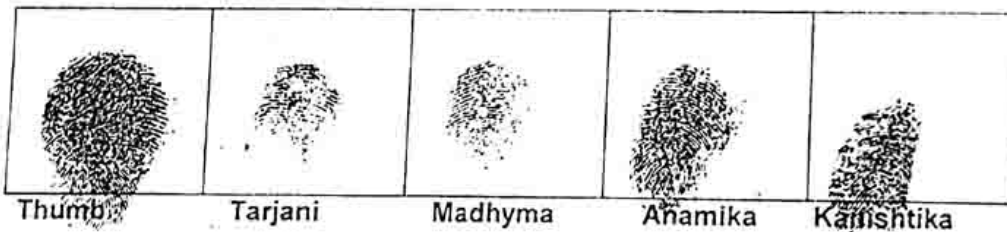


Issued From  
4 19/11/2011  
S. H. M. S.  
L. S. S.

Name & Address of Purchaser :-

Sri Soban Singh, son of Sri Teg Singh, resident of Village - Dhamadi,  
P.O. Mendkhal, Patti- Gosain, Dist. Tehri Garhwal (Uttarakhand);

Finger prints of Left Hand



Thumb Tarjani Madhyma Anamika Kanishtika

Finger prints of Right Hand



Thumb Tarjani Madhyma Anamika Kanishtika

*सोबन सिंह*  
Signature of Purchaser

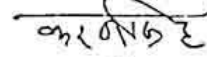
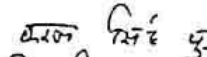
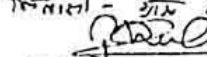
*ब. म. म. म.*  
*सोबन सिंह*

IN WITNESS WHEREOF, the VENDOR and the VENDEE have signed and executed this deed on the date, month and year first above mentioned in presence of the following witnesses.

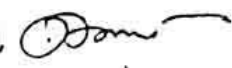
  
VENDOR

  
VENDEE

WITNESSES:-

- 
1.   
विक्रम सिंह पुत्र राज सिंह जी  
निवासी - ग्राम बमोड़ी 4221 - जिला पी. टी. मेरठ, दि. ग.
  2.   
महाराज प्रसाद लाल पुत्र जग. श्री. लाल  
निवासी - ग्राम बमोड़ी 4221 - जिला पी. टी. मेरठ, दि. ग.

DRAFT APPROVED BY THE PARTIES AND TYPED IN MY OFFICE ON THEIR INSTRUCTIONS . PHOTOGRAPHS ATTESTED BY ME ON THE BASIS OF THE DOCUMENTS IN THEIR POSSESSION.

(Aalok Mehrotra),   
Advocate, Mussoorie