

112/2011

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

उत्तरांचल UTTARANCHAL

573474

SALE DEED

THIS DEED OF SALE IS MADE THIS the 29th day of August, 2011 (Two Thousand and Eleven) at Mussoorie

BETWEEN

Shri Sumit Garg, son of Shri Gyan Prakash, r/o 16, Gandhi Chowk, Mussoorie, Dist Dehradun, Uttarakhand, (hereinafter called the 'SELLER') of the ONE PART;

AND

Shri Anand Singh Dabola, s/o. Shri Bhagwan Singh Dabola, r/o. 513, Gali No.10, E-1, Block, Nehru Vihar, Dyalpur, Delhi-110094, presently at 37, Ganesh Housing Society, Landour Cantt., Mussoorie, Dist. Dehradun, Uttarakhand (hereinafter called the PURCHASER') of the SECOND PART;

AND

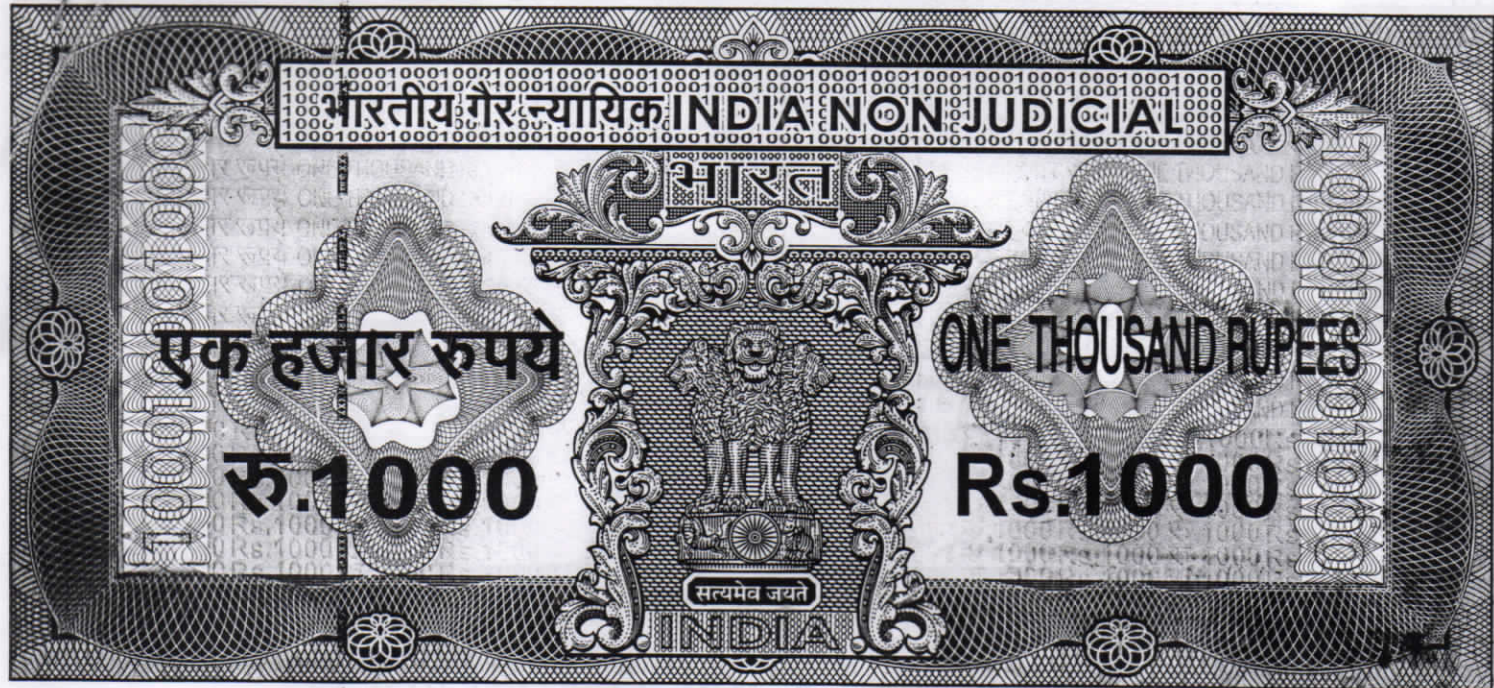
Shri Gyan Prakash, son of Late Shri Jagdish Prasad, r/o. 16, Gandhi Chowk, Mussoorie, District Dehradun, Uttarakhand (hereinafter called the 'CONFIRMING PARTY) of the THIRD PART;



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PROVIDED ALWAYS AND IT IS AGREED AND UNDERSTOOD THAT THE expressions 'Seller', 'Purchaser' and 'Confirming Party' shall mean and include their respective heirs, legal representatives, administrators, executors, assigns and nominees etc. unless repugnant to the context hereunder;

WHEREAS one Smt. Usha Gupta, wife of Shri Gyan Prakash, r/o 16, Gandhi Chowk, Mussoorie, Dist Dehradun, had purchased the property, admeasuring more or less 34,000 sq.ft or 3158.60 sq.mtrs, known as part of Radha Bhawan Estate, New Circular Road, Mussoorie, Dist Dehradun, by virtue of Sale Deed dated 05.10.1985, duly registered in Book No.1, Volume No.110, at pages 47 to 50 at Number 150/85 in the Office of the Joint-Sub-Registrar, at Mussoorie on 07.10.1985;

WHEREAS the said Smt. Usha Gupta, wife of Shri Gyan Prakash, r/o 16, Gandhi Chowk Mussoorie, Dist Dehradun, unfortunately expired on 05-04-2008 having left a will in favor of her son Shri Sumit Garg s/o Shri Gyan Prakash, r/o 16, Gandhi Chowk, Mussoorie, Dist Dehradun, Uttarakhand, whereafter the said property has been duly mutated in favour of Shri Sumit Garg in the records of the Nagar Palika Parishad Mussoorie as the owner there of; and

WHEREAS Shri Gyan Prakash, s/o. Late Shri Jagdish Prasad, r/o.16, Gandhi Chowk, Mussoorie, Distt. Dehradun, Uttarakhand has agreed to be the Confirming Party, herein;

AND WHEREAS the Seller had agreed to sell and the Purchaser has agreed to purchase all that property/plot of land admeasuring more or less, 924 sq.ft. or 85.87 sq.mtrs. situated in and forming part of Radha Bhawan Estate, New Circular Road, Mussoorie, more clearly described in the Schedule to this deed and delineated and

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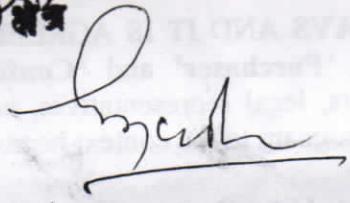
श. नं.
 अजित कुमार मिश्रा
 स्याम, विहार कचहरी
 देहरादून

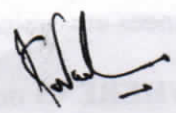
हयन श्री केवासिंह चौधम
श्री इन्दुसिंह चौधम
नेवासी चौधम निवास सैंगरोड मधुप
श्री मनमोहन सिंह
श्री श्यामसिंह मंड
नेवासी उग्र-गणेश होटल लखौ कौन्ट मधुप
की । स्व सद्यमतिकर्ता श्री बानु प्रकाश पुत्र स्व श्री जगदीश
पसाद नि० 16-गांधी चौक मधुप निवासी।


श्री विनयकुमार
पसरी क्षेत्र





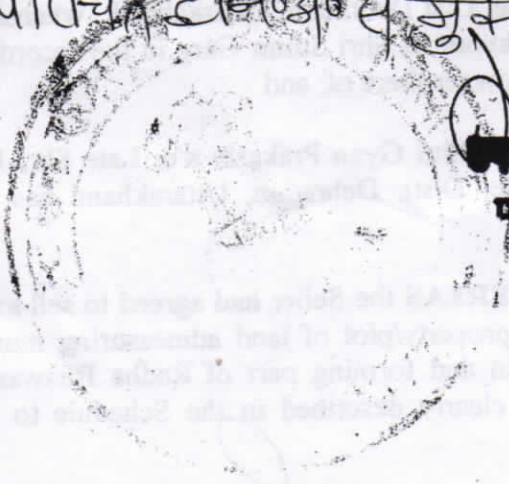






Maharashtra

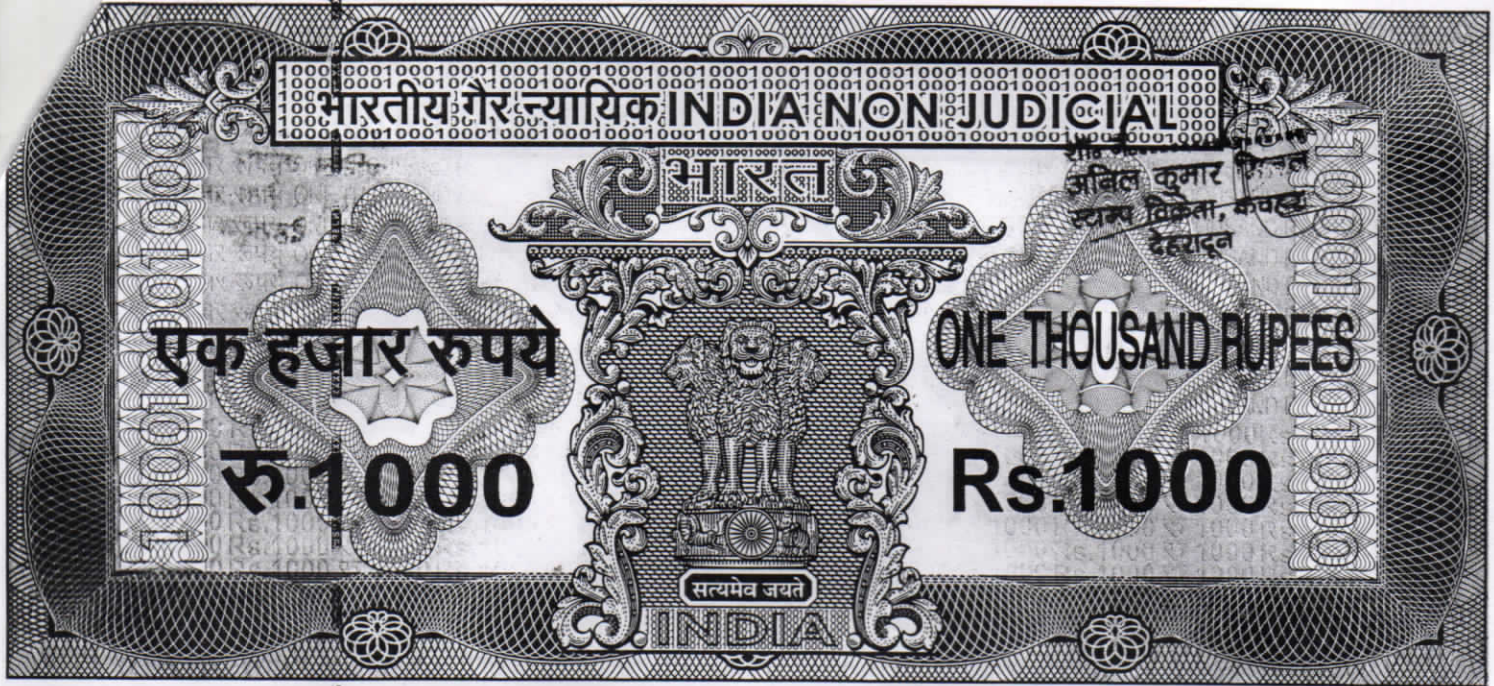
निष्पादनकर्ताओं तथा सद्यमतिकर्ता का निष्पठ
लिखा गया साक्षी परिचित है निष्पठ है मुक्त किया।



श्री विनयकुमार
पसरी क्षेत्र

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उत्तराखण्ड UTTARAKHAND

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28 JUL 2011
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demarcated in Red Riband in the Site Plan annexed hereto, which site plan shall form an integral part of this Deed, for the consideration amount of Rs. 1,89,000/- (Rupees One Lakhs and Eighty Nine Thousand only), on the terms and conditions mentioned herein below:-

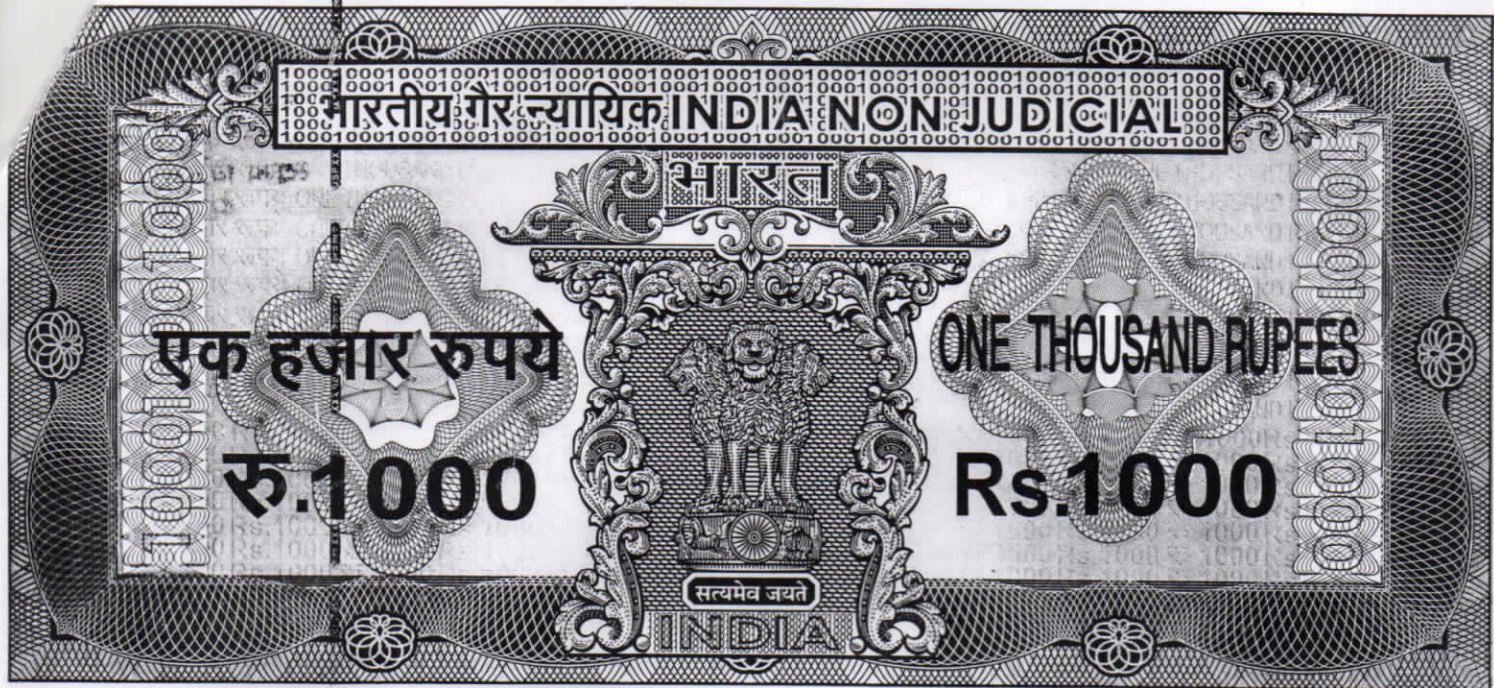
NOW THIS DEED WITNESSETH AS UNDER: -

That in pursuance of the agreement between both the parties and in consideration for the amount of Rs. 1,89,000/- (Rupees One Lakhs and Eighty Nine Thousand only), paid to the Seller by the Purchaser, in the following manner:-

- (1) In cash the amount of Rs. 40,000/- to the Seller on 24.6.2011;
- (2) In cash, the amount of Rs. 1,00,000/- paid to the Seller by the Purchaser, on various dates at Mussoorie and the amount of Rs. 49,000/- received in cash at the time of the execution of the sale deed

the receipt of which amount the Seller hereby acknowledges as having received, in full and final payment of the consideration amount for **ALL THAT PROPERTY** known a plot of land measuring more or less 924 sq. ft. or 85.87 sq. mtrs. situated in and forming part of Radha Bhawan Estate, New Circular Road, Mussoorie, District Dehradun, Uttarakhand, the Seller hereby conveys, transfers and assigns by way of absolute sale **UNTO** the Purchaser to **HAVE AND TO HOLD** all that said property, with all the rights, privileges, appurtenances, right in sewerage, drainage, right of ways, paths, passages, common areas, advantages and interests whatsoever attached or belonging otherwise thereto or annexed therewith, to be part thereof and all the rights, title, interests, claims, demands whatsoever of the Seller, unto the Purchaser, absolutely and forever.

[Handwritten signatures and initials]



उत्तराखण्ड **UTTARAKHAND**

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28 JUL 2011

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कोड सं. 001

5. That the Seller does hereby give assurance and declare that he has a good marketable title, power and authority to sell the said property/Plot and the same is free from all encumbrances, liens, charges, demands, attachments, court injunctions, etc. If for any defect in the title of the Seller or his power to sell the said property, the said property or any part of the same is lost to the Purchaser and he suffers any loss on this account, the Seller shall indemnify the Purchaser fully for the same;
6. That the said property shall be quietly entered into and upon and used and its usufruct enjoyed in any manner by the Purchaser without any interference from any person claiming through the Seller, or from any other person/s whatsoever.
7. That the Purchaser shall have the right to get his name mutated in the Municipal Records and the Seller shall help and assist the Purchaser in doing the same. The Purchaser shall be liable to pay taxes, etc. on the said property, accordingly.
8. That neither the Seller, nor the Purchaser belong to the Scheduled Caste category.
9. That it is hereby clarified that the Purchaser shall have the right of way ;
10. That it is hereby declared that the provisions of the Uttarakhand Act No.29 of 2001 are not applicable to the property under sale as the same is situated in an urban area/municipal area;
11. That there are no trees standing on the said property under sale.

WITNESSES:

1. (Keder Singh Chauhan)
S/o Shri Jinder Singh Chauhan
R/o Chauhan Niwas,
Spring Road, Library Chok,
Muzone

IDENTIFICATION: Document:

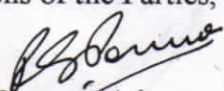
PAN No. ARGFC3776N

2. (Man Mohan Stryhn)
S/o Shri Shyam Singh Mehar
R/o 37, Ganesh Hotel
Landour Cantt. Muzone
Distt. Dehradun


IDENTIFICATION: Document:

Voter ID No. FYJ 2106995

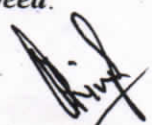
Photos attested by, drafted and typed by,
under the instructions of the Parties,
in the Office of:


(R.S. Panwar, Advocate)

Certified that this is the true and exact copy of the Original Deed:


(SELLER)


(CONFIRMING PARTY)


(PURCHASER)

Handwritten notes in Hindi, including dates and numbers: 12/12/2011, 30/2011, 219, 376, 12/13/11.



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