

7052

SALE DEED

Consideration Rs 72875/-.....

Market value on which stamp duty paid Rs 88624/-.....

No of stamp sheets 15.....

Stamp duty Rs 12905/- = Avast Vikas duty..... Total Stamp paid Rs 12905/-

Where as I ~~we~~ Chander Prakash Sharma son of Shri Dharam Dutt Sharma, R/O Bhajan Garh, Muni-ki-Batti, District - Dehradun, Tehri Garhwal,

~~am~~ the sole/joint proprietors of the property detailed in the end and also in the possession of the same, do hereby sell to Shri Satish Kumar Singh Son of Shri Sukbir Singh R/O 25, Lajpat Rai Road, Rishikesh, Dehradun.

for consideration of Rs.....

received as follows.....

The Property is free from all encumbrances.

Details of Property situated

CD Sharma



This Deed of Sale is made this 22nd day of June 1989 BETWEEN Shri Chandra Prakash Sharma, S/O Shri Dharam Datt Sharma, R/O Bhajsa Garh, Muni-Ki-Reti, District - Tehri (hereinafter called as the Seller) of One Part A N D Shri Satish Kumar Singh, Son of Shri Sukbir Singh, R/O 25-Lajpat Rai Road, Rishikesh District-Dehradun, (hereinafter called the Purchaser) of Second Part;

contd...2..

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2000Rs.



-2-

PROVIDED ALWAYS and it is hereby agreed that the terms 'Seller' and 'Purchaser' wherever the context so requires shall include their respective heirs, legal representatives and assigns.

Contd...3...

CD Sharma



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1000Rs.



-3-

WHEREAS the Seller is the lessee of a Nazrul Plot of Land for purposes of house construction situated at Muni-ki-reti on Rishikesh Badrinath Road, Rishikesh, District Dehradun by virtue of a permanent lease deed duly registered in the Office of Sub-Registrar, Dehradun Tehri Garhwal in Book No.I, Vol.1 on page 267 and duplicate Book No.I, Grade No. 54, on pages 345 to 350 dated 14-8-1963 at registration No.11

Contd...4..

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2000Rs.



-4-

AND WHEREAS the said property has now been given
Municipal No.250, Hardwar Road, Rishikesh, Dist.
Dehradun.

AND WHEREAS the Seller is in exclusive use and
beneficial enjoyment of the said property bearing
Municipal No.250, Hardwar Road, Rishikesh.

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ATTESTED
9.3.90

1000Rs.



-5-

AND WHEREAS the Seller had entered into an agreement to sell the said property with the Purchaser vide agreement to Sell dated 8-12-87 duly registered in the Office of Sub-Registrar, Dehradun in Book No.1, Vol.2692, on Pages 95, and in addl. field Book No.1, Vol.2925, on pages 85 /92, at sl. no.11353, dated 9-12-87.

...6..

सत्यमेव जयते

CD Shaam

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ATTESTED

9.3.90

750Rs



-6-

AND WHEREAS the Seller has agreed to sell a portion
of property NO. 250-Hardwar Road, Rishikesh (more
fully described in the schedule given at the foot
of this deed) to the Purchaser for a sum of Rs. 72875/-
(Rupees Seventy two thousand eight hundred seventy
five only).

...7..

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ATTESTED
9340

500Rs.



-7-

AND WHEREAS the Purchaser has agreed to purchase
 the said property at the said agreed price of
 Rs.72,875/- (Rupees Seventy two thousand eight hundred
 seventy five only).

...8...

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CD Shoen



Original

390



-8-

NOW THIS DEED WITNESSETH AS UNDER

That in pursuance of the said agreement and in consideration of a sum of Rs.72,875/- (Rupees seventy two thousand eight hundred seventy five only) out of which a sum of Rs.45000/- (Forty five thousand only) was paid as earnest money at the time of the registration of the agreement to sell dated 8-12-37 and the balance amount of Rs.27,875/- (Twenty Seven thousand eight hundred seventy five only) is being paid in cash before the Sub-Registrar, Dehradun (receipt of which sum is hereby acknowledged by the Seller). The Seller hereby transferred, alienate and assign ALL THAT Portion of property bearing Municipal No.250 Hardwar Road, Rishikesh, measuring 221.56 Sq.mts. (more fully described in the schedule given at the foot of this deed). TO HOLD the same to the Purchaser

...9...

C.D. Sharma

200Rs.



-9-

alongwith all rights interests, title and easements appurtenants thereto as absolute owner forever.

The Seller further covenants as under with the Purchaser:-

- 1) That the Seller has delivered vacant possession of the portion of property bearing Municipal NO. 250-Hardwar Road, Rishikesh, Dehradun, measuring 221.56 Sq.mtrs. (more fully described in the schedule given at the foot of this deed) to the Purchaser which shall hereinafter be held and enjoyed and rent and profit receive thereafter by the Purchaser without any interruption or disturbance by the Seller or any other person

...10...

Cp Shyam

Attested as per original

ATTESTED

9-3-96

100Rs.



- 10 -

claiming through ~~under~~ or under him without any interruption or disturbance by any person whomsoever

2. That the Seller at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said property to the Purchaser, his heirs, or assigns as may be reasonably required.

Contd...ll...

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C.D. Sharma

[Signature]
ATTESTED
[Signature]

60 RS.



-11-

3. The property hereby sold is free from all charges, lien and encumbrances.
4. That the interest hereby transferred subsists and the Seller has power to sell the same.
5. That all taxes, land revenues, levied on the said plot of land up to the date of sale shall be paid by the Sellers.

Contd... 12...

C/S Sharma



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60 Rs.



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6. That the parties to this Deed do not belong to Schedule Caste or Schedule Tribe.
7. That the property sold does not form part of an Industrial Estate and is situated at a distance of about 2 Kms. from the Railway Station.
8. That if the Purchaser is dispossessed from the said property on account of defect in the title of the Seller, the latter shall be liable to indemnify the Purchasers to the extent of the loss suffered which shall also include the cost of improvements made thereon hereinafter.

Contd...14...

Handwritten notes and signatures:
C. P. Sharma
9/3/40
C. C.
C. P. Sharma



-13-

9. That the Prescribed circle rate fixed by the State Government and area is Rs.400/- per Sq.ft. according to which the value of the property hereby sold comes to Rs.88,624/- only which is more than the agreed sale price hence for purposes of Stamp Duty. The sale deed is valued at Rs.88,624/-only on which the requisite stamp duty is being paid.

10. That the worth of the property is less than Rs.2 lakh.

...15...

C. N. Sharma

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TESTED
4.3.90

10RS.



-14-

SCHEDULE OF THE PROPERTY

All That portion of property bearing Municipal
 NO. 260-Hardwar Road, Rishikesh, District Dehradun,
 measuring 221.56 Sq. mts. bounded and litted
 as under :-

North : Property of Seller.

South : Property of Shri Pt. Jagdish.

East : Nala.

West : Road. (Front to side)

IN WITNESS WHEREOF the Seller has put his

....16....

CD Sharma



Not from original



- 16 -

signatures on the day, month and year, first above written.

D Sharma

Witnesses:-

1. Seller _____

1. *Shri. Mangal Ram*
310 Shri Mangal Ram
H/o S. Jayant Rai Mang
Rushikesh

2. S.M. Joshi
Rushikesh

Shri. P.K. Dixit

Drafted by *Shri.* S.M. Joshi
Advocate.

Typed by (P.K. Dixit)

Note :- The Photographs of the Seller are attested by S.M. Joshi, Advocate.



Shri. Mangal Ram original

ATTESTED

96