

कार्यालय नगर निगम, देहरादून

प्रेषक,

कर अधीक्षक,
नगर निगम, देहरादून।

प्रेषित,

श्री महेन्द्र सिंह मुखीजा वी. स्क. श्री जगन्मोहन
श्रीमती/श्रीमती श्री न। बानी मुखीजा वी. स्क. श्री जगन्मोहन सिंह मुखीजा
35 किरागवाडी
देहरादून

पत्रांक: ~~1076~~ 1076/10-11

दिनांक: 6/04/11

विषय: सम्पत्ति सं० 72 स. 3/11 सम्पूर्ण/भाग का स्वामित्व परिवर्तन।

महोदय,

उक्त सम्पत्ति के सम्पूर्ण/भाग को अपने स्वामित्व में अंकित करवाने हेतु आप द्वारा प्रस्तुत आवेदन एवं ~~वकील~~ ~~महोदय~~ तथा मा० नगर प्रमुख के आदेश दिनांक ~~29/3/11~~ के अनुसार स्वामित्व परिवर्तन, अनापत्ति रजिस्टर ~~10~~ के पृष्ठ सं० ~~125~~ क्रम सं० ~~59~~ के आधार पर उक्त सम्पत्ति निगम अभिलेखों में आप के नाम अंकित कर दी गई है, जो निम्न प्रकार है।

स्वामित्व परिवर्तन केवल कर वसूली के लिए ही किया जाता है।

द्वारा ~~महोदय~~ ~~अधिसूचना~~ ~~के~~ ~~अनुसार~~ ~~स्वामित्व~~ ~~परिवर्तन~~ ~~कर~~ ~~वसूली~~ ~~के~~ ~~लिए~~ ~~ही~~ ~~किया~~ ~~जाता~~ ~~है~~।

भवदीय,



~~कर अधीक्षक,~~
~~नगर निगम, देहरादून।~~

TRUE COPY ATTESTED

(Smt. CHHABI KUNDU)
Advocate & NOTARY
Court Compound, Dehradun

(31)

(28)

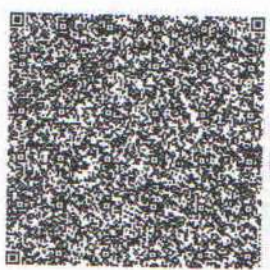


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK008942972698420
Certificate Issued Date	: 15-Jan-2016 02:59 PM
Account Reference	: NONACC (SV)/ uk1201704/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK1201704015127744709960
Purchased by	: MAHENDER SINGH
Description of Document	: Article 4 Affidavit
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MAHENDER SINGH
Second Party	: NA
Stamp Duty Paid By	: MAHENDER SINGH
Stamp Duty Amount(Rs.)	: 10 (Ten only)



राजेश्वर नाथ गुप्ता
स्वाम्यधिकारी, देहरादून

-----Please write or type below this line-----



Adv. Meeta Mehrotra
Mahender Singh
15/1/16

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(30)

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समझा- उत्तराखण्ड गृह आवास होम स्टे ।

शापथपत्र महेन्द्र सिंह मुखीजा एवं श्रीमती मीता मुखीजा पत्नी महेन्द्र सिंह मुखीजा निवासीगण 35 लिटन रोड बसुन्धारा एनक्लेव देहरादून।

हम शापथकर्ता शापथ बयान करते हैं..

1. यह कि हमारा नाम पता सही है ।
2. यह कि शापथकर्तागण संपत्ति संख्या 35 लिटन रोड {सुभाषा रोड} बसुन्धारा एनक्लेव देहरादून के स्टह स्वामी मालिक काबिज है ।
3. यह कि उक्त संपत्ति हम शापथ कर्तागण के नाम संयुक्त स्वामित्व दर्ज है ।
4. यह कि शापथकर्तागण अपनी उपरोक्त संपत्ति को होम स्टे के लिए देना चाहते है और इसमें हम शापथकर्तागण की पूर्ण सहमति है ।

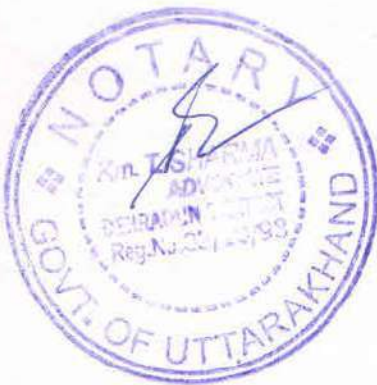
शापथकर्तागण

Adv. Meeta Muldy
Mahendrasiv
15/11/16

हम शापथकर्तागण आज दिनांक 15.11.2016 को देहरादून में पुरबिट करते है कि उक्त लेखा सही है ।

शापथकर्तागण

Adv. Meeta Muldy
Mahendrasiv
15/11/16



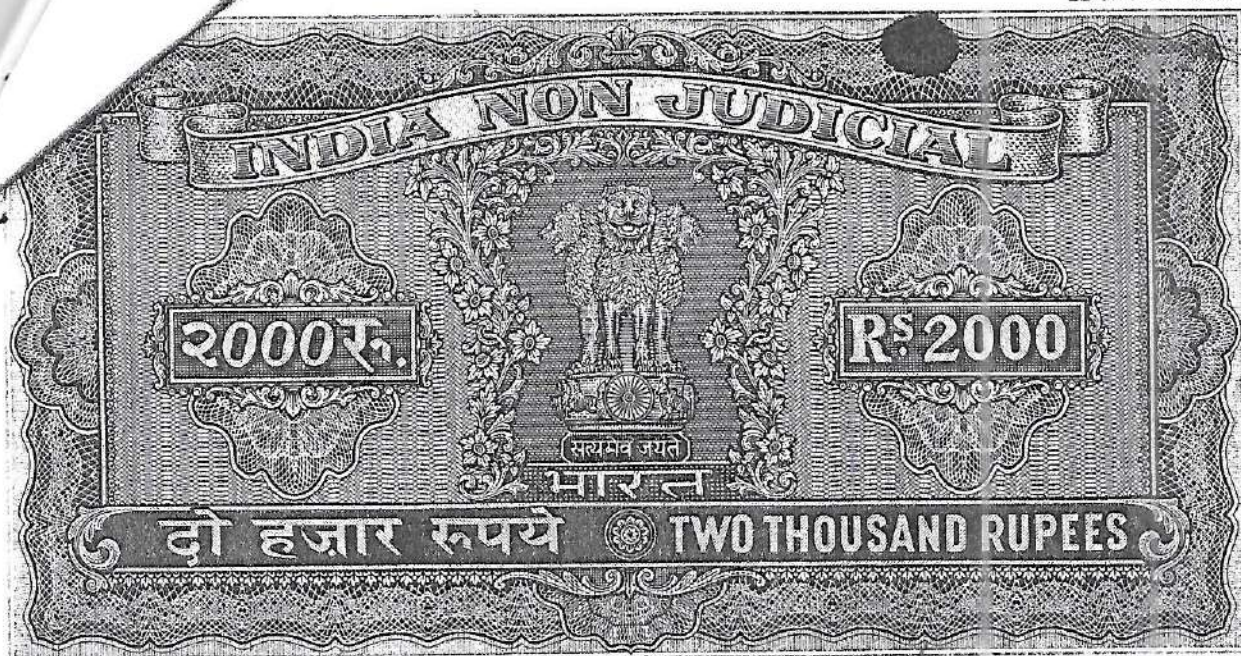
This affidavit is made by
Shri. Mahendrasiv Singh Muldy & Smt. Meeta Muldy
who is identified by me
at Dehradun on 15/11/2016

K. S. SHARMA
ADVOCATE & NOTARY
DEHRADUN



These registry copies are submitted for Home-Stay registration.

This Deed of sale is made this the 21st day of March, 1983, by (1) Smt. Saraswati Devi widow of late Shri Basheshwar Dayal, (2) Kumari Manju Dayal d/o late Shri Basheshwar Dayal, (3) Smt. Anju Mathur wife of Maj. U.P. Mathur (and d/o late Basheshwar Dayal), (4) Km. Indu Dayal d/o late Basheshwar Dayal, (5) Shri Vijay Dayal son of late Basheshwar Dayal, (6) Smt. Rajni Talwar, wife of Shri Deepak Talwar, (and daughter of late Shri Basheshwar Dayal), and (7) Shri Harishwar Dayal son of late Basheshwar Dayal, all care of Shri Harishwar Dayal son of late Basheshwar Dayal, residents of 35, Subhash Road, Dehradun, also the duly appointed General Attorney of Sellers nos. 1 to 6, vide, General Power-of-Attorney dated 13.2.80 duly registered in the office of the Sub Registrar, New Delhi, at Book no. IV, volume No. 862, at pages 38 to 42, as document no. ⁴⁶ 58, on 14.2.1980 (hereinafter called the Sellers) of the One part, in favour of Shri Mahender Singh Makhija son of Shri Gyan Chand Makhija, resident of Nehru Nagar Colony, Dehradun (hereinafter called the Purchaser) of the other part. Both the terms, the 'sellers' and the 'Purchaser', used hereinafter, shall be given the fullest scope and the widest meaning, and shall include the heirs, successors, legal representatives, administrators and assigns of the parties, as the parties themselves. *Harishwar Dayal*



For Home-stay registration use

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Whereas the sellers are the sole and absolute owners and in possession of the property described in the schedule hereunder and shown in the Plan annexed hereto; the said property was previously owned and possessed by one Kumari Madhuri Mangain d/o late Rai Bahadur Shri Keshwanand Mangain, r/o 70-Lytton Road, Dehradun, having acquired the same, vide, Gift Deed dated 1.1.1927 duly registered in the office of the Sub Registrar, Dehradun in Book no. I, volume 162, at pages 22/23, as Document no. 115, on 1.1.1927;

And whereas said Kumari Madhuri Mangain sold the said entire property to Shri Basheshwar Dayal, son of Lala Shambhu Dayal, resident of Yamuna Road, Delhi, vide, sale deed dated 30.5.1960 duly registered in the office of the Sub Registrar, Dehradun, at Book no. I, volume 599, pages 52/55, as no. 1202, on 7.6.1960, and as such the said Shri Basheshwar Dayal became the sole and exclusive owner in possession of the said property;

And whereas the said Shri Basheshwar Dayal died on 24.8.1962 leaving behind the sellers, as his only legal heirs and successors, to the said property; *Basheshwar Dayal*



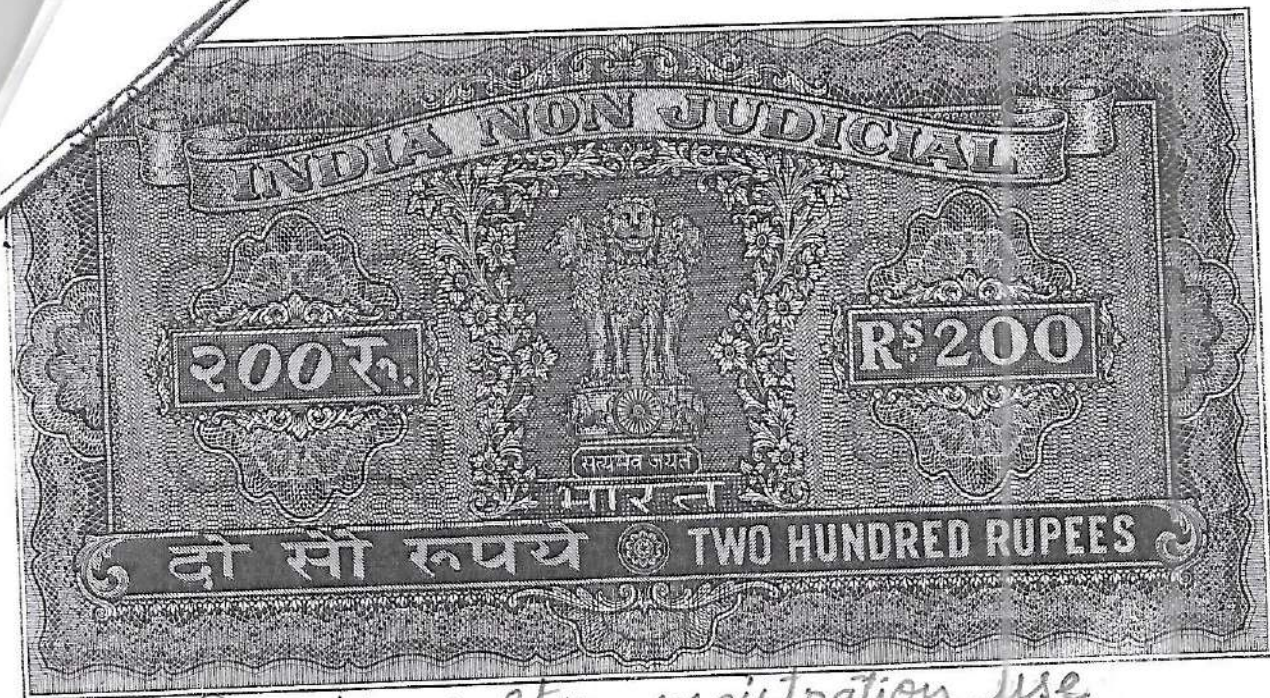
For Home-Stay registration use

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And whereas the Sellers intend to sell the said property;

And whereas the Sellers Nos. 1 to 6 are residing out of Dehradun, they have jointly executed a General Power of Attorney in favour of the Seller no.7, Shri Harishwar Dayal, vide, General Power of Attorney dated 13.2.1980, duly registered in the office of the Sub Registrar, New Delhi, at Book no.IV, volume no. 862, at pages 38/42, as document no. 58, on 14.2.1980; the genuineness and validity of this Power of Attorney is accepted by the Sellers;

And whereas the Sellers had filed an application for the release Under section 16(1)(b) of the U.P. Act no.XIII of 1972, in the Court of the Rent Control and Eviction Officer, Dehradun, which was rejected by the said Court; the Sellers, thereafter, filed a Revision No. 143/1979-Smt. Saraswati Devi...v/s...Carman Residential Day School, in the court of the learned District Judge, Dehradun, which was allowed and the learned District Judge, Dehradun, vide, Judgement and order dated 17.8.1980, released the said property, fully described in the schedule hereunder, in favour of the Sellers, for their use and occupation; and as such, the Sellers, are having unrestricted and transferable rights in the said property; *Harishwar Dayal*



For Home-Stay registration use

And whereas the Competent Authority, Urban Land Ceiling, Dehradun had declared 6213.48 sq mts. land in property no. 35, Subhash Road, Dehradun, and 40-E.C.Road, Dehradun, as excess vacant land, under section 8(4) of the Urban Land (Ceiling and Regulation) Act 33 of 1976; and the Sellers, thereafter, filed Appeal nos. 58/1979, 59/1979, 60/1979, 61/1979, 62/1979 and 63/1979, and 64/1979, in the Court of the learned District Judge, Dehradun which were allowed by order dated 18.7.1979, against the Competent Authority/U.P.State and another, and declared 3196.25 sq.mts. land as excess, further ordering that the said excess land shall be taken out of the Sellers' property no. 40, E.C.Road, Dehradun, and also giving the Sellers the opportunity that the Sellers shall have option to surrender the said excess land from either of their aforesaid properties. In this manner, the property no. 35, Subhash Road, Dehradun is free from all encumbrances, charges, liens, demands, claims, attachments etc. whatsoever, and the Sellers have full transferable rights therein;

And whereas the Competent Authority, Urban Land Ceiling, Dehradun, also in his final statement dated: 20/4/1979, under section 9 of the Urban Land (Ceiling and Regulation) Act, 1976, wholly exempted the

10Rs.



For Home-Stay registration use
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property no. 35, Subhash Road, Dehradun from the purview of the Urban Land Ceiling Act, by declaring property no. 40, E.C. Road, Dehradun also owned by the Sellers, as having surplus vacant land, Thereby the property no. 35, Subhash Road, Dehradun does not fall within the purview of the Urban Land Ceiling Act.

And whereas in view of the above, the Sellers have become the sole and exclusive owners free from all encumbrances, liens, demands, claims, mortgages, disputes, litigations, attachments etc. whatsoever, and they are entitled to transfer and sell the same.

And whereas the Sellers have agreed to sell and the purchaser has agreed to purchase 1/3rd undivided portion of the said property for the sale consideration of Rs. 60,000/- (Rs. sixty thousand) only.

Now, This Deed witnesseth as under :-

1. That in pursuance of the said agreement and in consideration of the sum of Rs. 60,000/- (Rs. Sixty thousand) only, paid by the Purchaser to the Sellers, through Shri Harishwar Dayal, in the manner following :- *Harishwar Dayal*



For Home-stay registration use
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Rs.10,000/- already paid as advance, by Bank Draft no. 112263, dated 25.2.83, on State Bank of India, Dehradun, payable at Karnal, (the receipt of which the Sellers do hereby acknowledge),

and

Rs.35,000/- by Bank Draft no. 112272 dtd. 21.3.83, on State Bank of India, Dehradun, payable at Karnal,

Rs.15,000/- paid in cash,

before the Sub Registrar, at the time of presentation of this deed for registration, the receipt of which the Sellers do hereby acknowledge, and

the Sellers do hereby convey, transfer and assign ALL THAT 1/3rd (One Third) undivided portion of property no. 35, Subhash Road, Dehradun, morefully described in the Schedule hereunder, Unto and To the use of the Purchaser, with all rights, title, interests, claims, easements, appurtenances, privileges, advantages etc. whatsoever of the Sellers in or upon the said property and the Purchaser has come into occupation of ~~his~~ his share as aforesaid in the said property.

2. That all the taxes, cesses, etc. Municipal or otherwise, upto the date of this deed shall be the responsibility of the sellers and thereafter the same shall be the responsibility of the Purchaser.

Harishwar Singh



3RS

For Home-Stay registration use

3. That the Sellers had actual possession of the said property, and the Sellers this day delivered the physical actual possession over the said property to the Purchaser and to Shrimati Veera Wali wife of ShriGyan Chand Makhija, purchaser of the other 2/3rd part of the said property.
4. That the property hereby sold is free from all charges, mortgages etc. and the sellers do hereby handover the original old sale deed to the said Smt.Veera Wali(purchaser of the other 2/3rd part).
5. That in case the said property or any part thereof is lost or goes out of the hands of the Purchaser, due to any defect in the title of the Sellers, or due to any defect in the competency to transfer thereof, the purchaser suffers any loss, in that event the sellers shall fully compensate the Purchaser upto the extent of the loss thus suffered.
6. That the sellers, hereafter all times, at the cost of the purchaser and upon the request of the purchaser, shall execute any further document or documents, as may be necessary for completing and more perfectly assuring the title of the said property, unto the Purchaser.
7. That all the fittings, fixtures etc. in the said property are included inthe said sale, and the Purchaser shall be entitled to

get the same transferred in his favour

For Home stay registration use

8. That the said property is free from the provisions of the Urban Land (Ceiling and Regulation) Act no.33 of 1976 as per the final Statement dated 20.4.1979 of the Competent Authority, Urban Land Ceiling, Dehradun, and the order dated 18.7.1979 of the learned Distt. Judge, Dehradun, as fully explained hereinbefore.

9. That the Municipal Assessment of the entire property no. 35, Subhash Road, Dehradun is Rs.7200/-per annum, and the proportionate assessment of the property hereby sold (1/3rd) comes to Rs.2400/-, the 25 times whereof comes to Rs.60,000/- on which value the stamp duty has been paid. The property is about 80 years old and its marketable value is only Rs. 60,000/-(Rs.sixty thousand)only. The portion of the building is very old and tin shed. The Income Tax Clearance certificate, has been applied for, and ~~shall be submitted on receipt.~~ *has been submitted.*

Schedule of the Property:

All that 1/3rd (One third) undivided portion of property no. 35, Subash Road, Dehradun, clearly shown in the Plan annexed hereto, with letters A.B.C.D.E.F.I. and J, therein, with all fittings, fixtures etc. whatsoever, bounded and butted as under :- *Harishwar Doyal*

For Home-Stay registration use

On the North: Partly by 2, Convent Road, and partly by 33, Subhash Road, Dehradun.

On the South: by 25-ft. wide common private road.

On the East : by Property of Mr. M.K. Nagalia, Advocate, Dehradun

On the West : by Property of Mansa Ram Building.

In witness whereof the Sellers, through Shri Harishwar Dayal, have executed this Deed on the day, month and the year first above written.

Sellers: Harishwar Dayal

(Harishwar Dayal) seller no.7, for self and as Attorney for sellers Nos. 1 to 6.

Witnesses:-

- 1. Badr Nath
41 - Patel Market
D.D.
- 2. L. S. S. (R.D. SETHI)
C/559 B. K. S. S. S. S.

3. Ambar Singh
(A.K. Gandhi)
179 N.N. Colony
D.D.

Drafted by: (S.C. VIRMANT) Advocate, Dehradun.

Typed by: (P.KGOYAL) Typist, Dehradun.