

36/2008

SALE DEED

Consideration : Rs 16,50,000/-  
Market value : Rs 16,50,000/-  
Stamp Duty : Rs 1,45,000/-  
Avas Vikas Duty : Included  
Total Stamp Duty : Rs. 1,45,000/-  
No. of Stamp Sheets. : 10 (ten).  
Circle Rate and Serial No. : Rs. 7000/- per sqr. mtrs.  
Main Location : Bamni Cottage near Library Mussoorie.  
Schedule of property : ALL that property known as undivided half share in Bamni Cottage/George Head Cottage, Mussoorie admeasurings covered area of first floor 160 sq. mts. And covered area of 2<sup>nd</sup> floor 94 sqr. mtrs. total covered area 254 sq. intrs. and open land area 60 sqr. mtrs.,

Name of the Seller : Mr. Vivek Raj Bamni son of Sri Krishan Raj Bamni, R/o Lane No. 7, House No. 63-Turner Road, Clement Town, Dehradun, Uttarakhand, India

PAN No. of the Seller: AHPB6156B Vivek Bamni

Name of the Purchaser: Smt. Santosh Goel w/o Sri Kailash Chand, R/o 245-Lan Jaur Bazar, Mussoorie

PAN NO. of the Purchaser : AARPG 5908N सन्तोष गौराव

Vivek Bamni

सन्तोष गौराव

06/2008



Issued From  
 05 FEB 2008  
 Treasury, Mussoorie  
 Dehra Dun.

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उत्तरांचल UTTARANCHAL

SALE DEED

THIS DEED OF SALE is made at Mussoorie on this the 8<sup>th</sup> day of February 2008,

BETWEEN

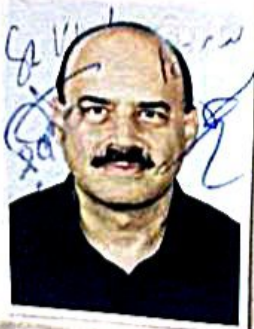
Mr. Vivek Raj Bammi son of Sri Krishan Raj Bammi, R/o Lane No. 7, House No. 63-Turner Road, Clement Town, Dehradun, Uttarakhand, India (hereinafter called the 'VENDOR') of the One Part;

A N D

Smt. Santosh Goel w/o Sri Kailash Chand, R/o 245-Landour Bazar, Mussoorie (hereinafter Called the 'VENDEE') of the Other Part.

WHEREAS one Kaushalya Rani Bammi w/o Sri D.K. Bammi, R/o Bammi Cottage, Mussoorie purchased the property known as George Head Cottage, Mussoorie from Managing Officer evacuee property in public auction on 18.09.54 and sale certificate was issued on 21.04.55. And then she became the sole owner of the property previously known as George Head Cottage, Mussoorie butted and bounded as under:-

Vivek Bammi सन्तोष गौयल





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Treasury, Mussoorie

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North-	Snow View Property.
South-	Property of Kashmir Hotel (now Silver Rock).
East-	Passage.
West-	Prince Hotel.

AND WHEREAS Smt. Kaushalya Rani Bammi expired on 25-04-19 leaving behind her two sons namely Sri Krishan Raj Bammi & Mr. Jagdish Raj Bammi. As per Section 15(1) (a) of Hindu Succession Act 1956, property devolved to the sons Krishan Raj Bammi & Jagdish Raj Bammi. Sri Krishan Raj Bammi & Sri Jagdish Raj Bammi gifted the said property registered gift deed dated 9.3.95 registered in book no. 1, vol iv, book no. 1, vol. 40 on pages 327 to 402 as document no. 24/95 in office Sub Registrar, Mussoorie to the present vendor and the vendor has and authority to sell his undivided half share in the said property and part thereof. The property is free from all encumbrances, liens, charge litigation etc.

WHEREAS the vendor has agreed with the vendee to sell and transfer that property known as undivided half share in Bammi Cottage/G Head Cottage, Mussoorie admeasurings covered area of first floor 1 mts. And covered area of 2<sup>nd</sup> floor 94 sqr. mtrs. total covered area 25

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Nirak Bammi

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sued From  
Treasurer  
Delhra Dun.

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mtrs. and open land area 60 sq. mtrs. for a total sale consideration of Rs. 16,50,000/- (Rs. Sixteen lakhs fifty thousand) only and the vendee has agreed to purchase the same for the said consideration and on the terms and conditions agreed to by both the parties as mentioned hereinbelow.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. That in pursuance of the said agreement and on the sale consideration of Rs. 16,50,000/- (Rs. Sixteen lakhs fifty thousand) only paid by the vendee to the vendor in the following manners:-
  - (a) Rupees 7,00,000/- (Rs. Seven lakhs) only vide D.D. no. 22845 dt. 15.12.2007 of Bank of Baroda, Mussoorie.
  - (b) Rupees. 9,50,000/- (Rs. Nine lakhs fifty thousand) only vide D.D. No. 23015 dt. 30.01.2008 of Bank of Baroda, Bangalore.and receipt whereof is hereby admitted and acknowledged by the vendor from the vendee in full and final satisfaction of the agreed price; the vendor does hereby transfer and convey by way of absolute sale, the said property known as undivided half share in Bammi Cottage/George Head Cottage, Mussoorie admeasurings covered area of first floor 160 sq. mts. and covered area of 2<sup>nd</sup> floor

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94 sqr. mtrs. total covered area 254 sqr. mtrs. and open land area 60 sqr. mtrs. more particularly shown in red riband in the site plan annexed hereto and more fully described in the schedule at the foot of this deed, together with all rights, ways, paths, passages, approach roads, easements, advantages appurtenant to the said property TO HAVE and TO HOLD the said property and every part thereof conveyed or expressed to be conveyed, UNTO the vendee without any let or hindrance, interruption or disturbance, whatsoever from the vendor or any other person claiming through him.

2. That the vendor has a good marketable title, power and authority to sell the said property and if any portion thereof is lost to the vendee or the vendee suffers any loss on this account, the vendor shall fully indemnify the vendee, including cost of improvement/s made on the said property, if any.
3. That the vendor shall at the cost of the person or persons so requiring reasonably, do all acts, deeds and things in order to ensure the said property to the vendee more fully.
4. That the said property shall be continued to be used and its usufruct enjoyed in any manner by the vendee without any interference from

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- any other person whatsoever. The vendor has withdrawn his possession from the said property and has placed the same in the hands of the vendee of the said property and the vendor is left with no connection with the demised property.
5. That the liability to pay all taxes, cesses, charges, etc. as levied by the local authorities concerned, in respect of the said property till the execution of the sale deed will be that of the vendor and thereafter shall fall upon and be borne by the vendee.
  6. That the vendee shall be entitled to get her name mutated in the records of the local authority concerned and the vendors shall offer all assistance and co-operate with the vendee in this respect.
  7. The Seller agree and accept that the Purchaser is entering into this Deed in reliance on the warranties and representations stated herein, notwithstanding any investigations which the Purchaser, its agents or advisors may have made and the seller hereby undertake to indemnify the Purchaser against any costs, expenses, other liabilities incurred by the Purchaser in asserting, perfecting or defending any right, title and interest under this Deed.

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8. That the property concerned is situate within the limits of the Municipal Board, Mussoorie, Distt. Dehradun, Uttarakhand. The sale consideration of the property under sale is Rs. 16, 50,000/- only. However stamp duty is being paid on the amount of sale consideration at Rs. 16,50,000/-. Which is higher than calculated in accordance with the rules laid down by the District Collector, Dehradun. The collector has fixed Rs 7000/- circle rate for the said area and stamp duty of Rs. 1,45000/- is being paid.
9. That all expenses pertaining to the Registration of the sale deed, including registration charges and stamp duty thereon have been incurred and borne by the vendee herein.
10. That it is also expressly declared that wherever the context allows or requires, the expressions 'Vendor' and 'Vendee' shall mean and include their respective legal heirs, representatives, administrators, executors, successors and assigns, unless repugnant to the context there under.

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SCHEDULE OF THE PROPERTY HEREBY SOLD

ALL that property known as undivided half share in Bammi Cottage/George Head Cottage, Mussoorie admeasurements covered area of first floor 160 sq. mts. And covered area of 2<sup>nd</sup> floor 94 sq. mtrs. total covered area 254 sq. mtrs. and open land area 60 sq. mtrs., shown in red riband in site plan annexed hereto, bounded and butted as under.

North- Snow View Property.  
South- Property of Kashmir Hotel (now Silver Rock).  
East- Passage.  
West- Prince Hotel.

IN WITNESS WHEREOF both the vendor and vendee have signed and executed this deed of sale on the day, month and year first above mentioned.

प्रथम पक्ष / विक्रेता का नाम एवं पता Mr. Vivek Raj Bammi son of Sri Krishan Raj Bammi, R/o Lane No. 7, House No. 63-Turner Road, Clement Town, Dehradun, Uttarakhand, India

सन्दीप गीयल Vivek Bammi





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Left Hand Fingers Impressions

Angusth

Tarjani

Madhyama

Anamika

Kanishthika



Right Hand Fingers Impressions

Angusth

Tarjani

Madhyama

Anamik

Kanishthika



*Vivek Singh*

VENDOR.

सन्दीप गौतम

*Vivek Singh*

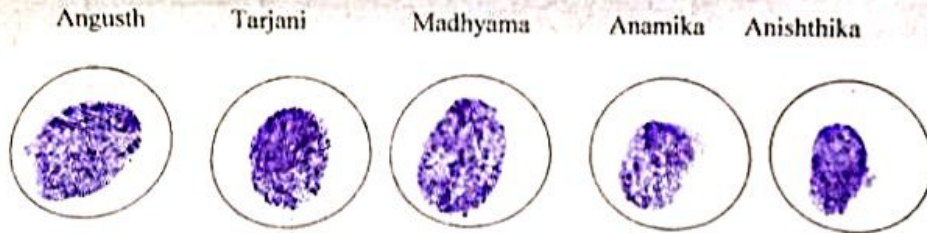


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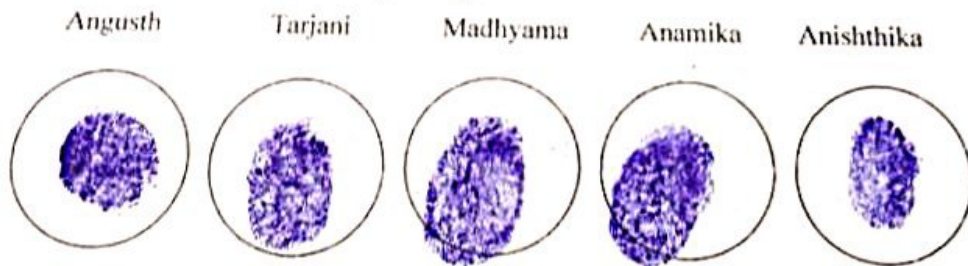
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द्वितीय पक्ष / केता का नाम एवं पता Smt. Santosh Goel w/o Sri Kailash Chand,  
R/o 245-Landour Bazar, Mussoorie

Left Hand Fingers Impressions



Right Hand Fingers Impressions



सन्तोष गौयल

Vishal Singh



Dehra Dun.

उत्तरांचल UTTARANCHAL

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सन्तोष

Vendee.

WITNESSES

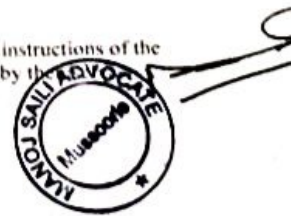
1. [Signature]

2. Mohendra Kumar Sto Lal, Sri Om Pr  
Hotel Krishna Palace Mussoorie.

[Signature]

Pishwani Gool Sto Sri Mahendra Kumar  
Hotel Krishna Palace Mussoorie

Drafted and typed on the basis of Documents produced and as per instructions of the vendor and the vendee & photographs of the parties has been identified by the



[Signature]

(संभवतः यमुना, प्रयाग)  
कमल प्रसाद मुखर्जी  
का नाम  
की सेवा।  
FEB 2008 का निबन्धक

श्री ११५१० ७०२ के साथ २००७

कृषि सं. १ निम्न १२६ ७५५  
कृषि सं. १ निम्न १२६ ७५५ सं. सं. ३६/२००८  
कमल प्रसाद २३१ के संख्या की सं.  
१२/२००८

कमल निबन्धक  
यमुना क्षेत्र

