

SALE DEED

Consideration...Rs. 50,000/-

Market value on which stamp duty paid...Rs. 60,000/-

No. of stamp sheets...17

Stamp duty.....Avas Vikas duty.....Total Stamp paid...Rs. 7250/-

Where as I/We...SHRI SAMULLJ S/O SHRI

JOHN R/o Panorama

Dak Road Mussoorie

am/are the sole/joint proprietors of the property detailed in the end and also in
the possession of the same, do hereby sell to.....

Shri K. R. Khayati S/O Shri

C. S. Khate R/o Gokul

Nivas Kurri Mussoorie

for consideration of Rs. 50,000/-

received as follows.....

As mentioned in the Main

Sale Deed.

The Property is free from all encumbrances.

Details of Property situated...As mentioned in
the Main Sale Deed



15/9/91

SALE DEED



THIS DEED OF SALE MADE AT MUSSOORIE THIS THE 2nd DAY OF March, ONE THOUSAND NINE HUNDRED NINETY FOUR.

[Signature]

[Signature]

BETWEEN

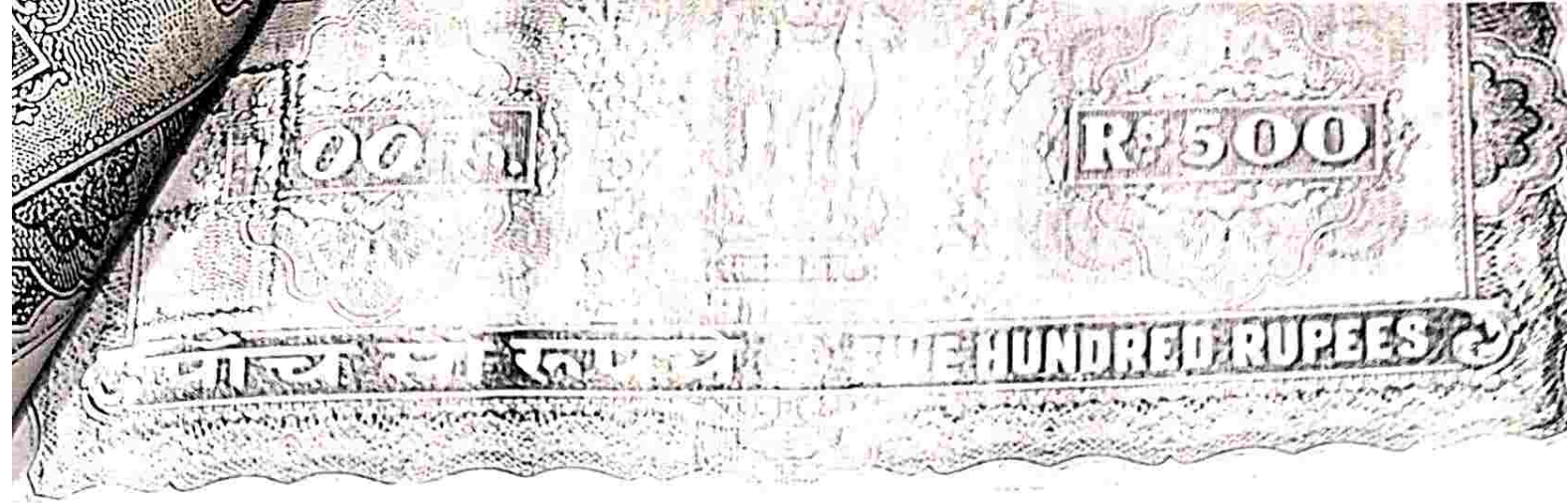
SHRI SAMUEL JOHN S/O SHRI JOHN WAZIR R/O PANORAMA, - OAK ROAD, BELEVERDER. ESTATE MUSSOORIE AND WORKING IN ALLAHABAD BANK, MUSSOORIE. (HEREINAFTER CALLED THE VENDOR) OF THE FIRST PART ;

AND

SHRI K.R.S.KHATI S/O SHRI C.S.KHATI R/O GOKUL NIWAS, KULRI, MUSSOORIE AND WORKING IN BANK OF BARODA, MORADABAD (HEREINAFTER CALLED THE VENDEE) OF THE OTHER PART ;

WHEREAS the vendor had purchased a plot of land measuring 10398 Sq. Feet or 964 Sq. Mts. in Belvedere Estate situated near Bla Hisar, Oak Road, Mussoorie from one St. Shashi Gupta W/O Shri Vinay Kumar Gupta R/O III Rajpur Road, Dehradun vide sale deed Dated 20-03-1978 and registered

[Signature]



as No-21/79 in Book No-1, Vol No-85 on page 353 to 356 on 21/03/1979 in the office of joint sub registrar, Mussoorie.

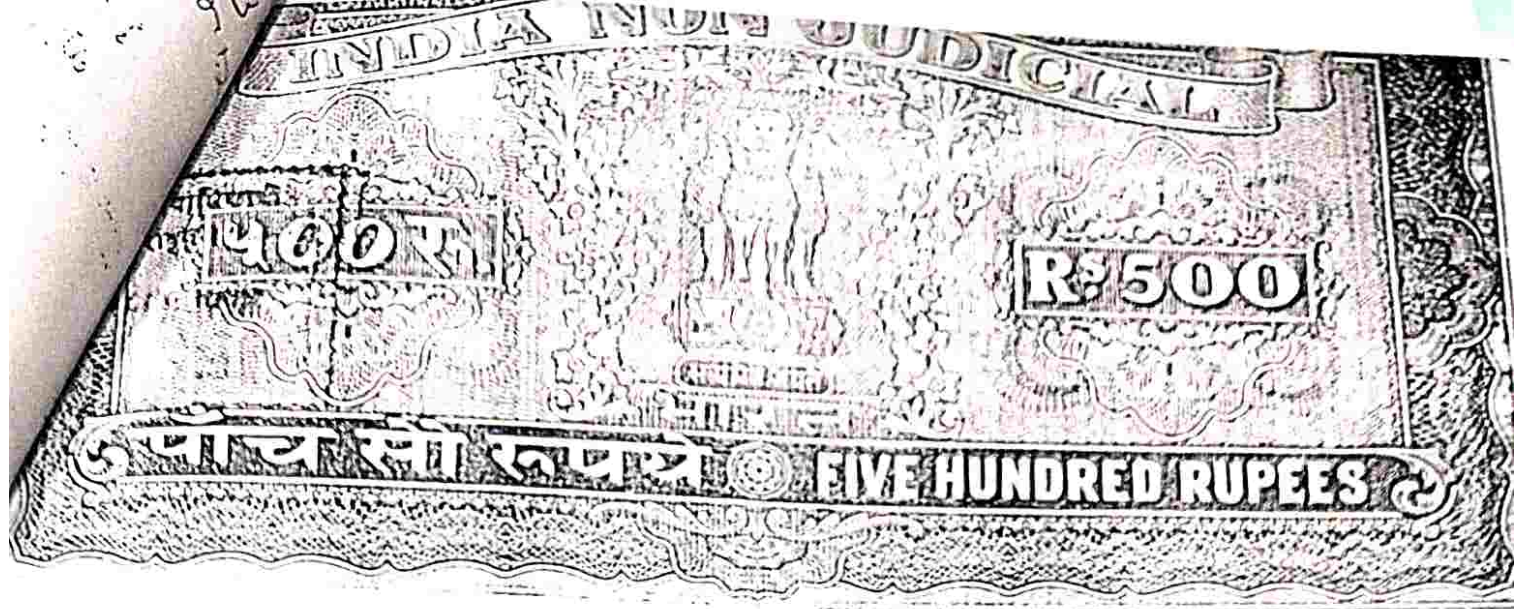
AND

WHEREAS by virtue of Sale Deed the present vendor became the sole and absolute owner of the said plot of land measuring 964 Sq. Mts. or 10398 Sq. Feet in Belvedere Estate, near Bala Hisar, Oak Road, Mussoorie and has full power and authority to transfer sell the said plot/part of land to any person in any manner AND

WHEREAS the Vendor has agreed with the vendee to sell and transfer 138 Sq. Meter or 1485 Sq. Feet out of his 964 Sq. Mts. or 10398 Sq. Feet plot, more specifically described in the schedule at the foot of this deed and delineated in RED RIBAND in the annexed site plan for a total SALE CONSIDERATION Rs. 50,000.00 (Rupees fifty thousand) only and VENDEE has agreed to purchase the same for the aforesaid price.
AND

WHEREAS the said property is free from all encumbrances or charges of any kind except Mortgage to Allahabad Bank and the present VENDOR has good title to sell the

JH 22



said property.

AND

WHEREAS the VENDOR AND VANDEE have agreed on the terms and conditions mentioned hereinafter.

NOW THIS DEED WITNESSETH AS UNDER :

- (1) That in pursuance of the said agreement for the consideration of Rs. 50,000.00 (Rupees fifty thousand) only already paid by the vendee to the vendor in the following manner:
- (a) Rs. 2,000.00 (Two thousand) only paid cash on 30/12/1993.
- (b) Rs. 48,000.00 (Forty eight thousand) only by way of bank Draft No. 622177

Handwritten signature Dated 22-2-94 *Handwritten signature* favouring Allahabad Bank A/C Mr. S. John issued by the bank of Baroda, Moradabad (Main), and payable at Bank of Baroda, Mussoorie.

AND

The receipt whereof entire amount is hereby admitted and acknowledged by

Handwritten signature



the Vendor from the Vendee in full and final Consideration and satisfaction of the agreed Sale price, the Vendor doth hereby transfers and conveys by way of absolute Sale of the said property known as a plot of land of panorama, Belveder Estate, near Bala Hisar, Oak Road, Mussoorie District Dehradun more particularly described in the annexed plan and schedule at the foot of this deed and delineated in the RED RIBAND in the site plan together with all rights, all ways, paths, passages, approach road, easement, advantages, appertaining to the said property TO HAVE AND HOLD THE SAID PROPERTY AND EVERY PART THEREOF CONVEYED OR EXPRESSED SO TO BE UNTO THE VENDEE WITHOUT INTERRUPTION or disturbances whatsoever from or by the said vendor or from by any other person or persons claiming through or in trust for him.

- (2) The Vendor is transferring this plot of land free from all encumbrances, charges, claims, lien except mortgage to Allahabad Bank (from where housing loan has taken by the vendor) and Allahabad Bank has permitted for sale



of part of the land. That the Vendor has good marketable title and the power and authority to sell the said property. If for any defect in the title of the Vendor or its power to sell the said property or any portion thereof is lost to the vendee or the vendee suffers any loss on this account, the Vendor fully indemnify the vendee and the same shall also include the cost of improvements 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 morefully.
- (4) That the said property shall be quietly entered into and upon and used and its usufruct enjoyed in any manner by the Vendee without any interference from any other person whatsoever.
- (5) That the Vendor has withdrawn his possession from the said property and has placed the Vendee in actual vacant physical possession of the said property, which the Vendee



acknowledges and the Vendor is left with no connection with the demised property in any way. The vendee shall be free to enjoy the usufruct of the land hereby sold from today as Owner.

- (6) The Vendor will provide a 6 (six) feet wide pathway/approach upto the piece of land specifically delineated in YELLOW COLOUR in the site plan with 'to have' and to hold together all rights and easements with vendor from Oak Road and same will be maintained by the vendor and vendee jointly.
- (7) That the said property is situated within the Municipal limits of Mussoorie. There is no building in the said property, and same has not been assessed by the Municipal Board, Mussoorie. There is no tenant in the said property. The property is being sold for a sum of Rs. 50,000.00 (Rupees fifty thousand) only and such the stamp duty is being paid on the amount of sale consideration of Rs. 50,000.00 only. The circle rate of the area is fixed Rs. 300.00 to Rs. 400.00



per Sq. Mts. and the said property is far from the motor road and same is not approachable by motor car. The property is uneven and slopy.

- (8) That the total area of the property 138 Sq. Mts. or 1485 Sq. Feet. The total area is uncovered and there is no covered area.
- (9) That it is also expressly declared that where the context allows the expression Vendor and Vendee used in these presents shall include legal heirs, representatives, administrators, executors, successors and assigns etc. whenever and wherever text so requires.

SCHEDULE OF THE PROPERTY

All that plot of Hilly land in Panorama, Belvedere Estate, near Bala Hisar Oak Road, Mussoorie situated on west of plot of Vendor measuring about 138.0 Sq. Mts. or 1485 Sq. Feet, whose dimensions are mentioned in the annexed site plan and the boundary is delineated in RED RIBAND in

[Handwritten signature]



the same having right of way of six feet as delineated in RED RIBAND - bounded and butted as follows:

NORTH PROPERTY OF THE VENDOR


SOUTH PROPERTY OF THE VENDOR

EAST PROPERTY OF THE VENDOR


WEST WAY TO KISKANDA ESTATE

In witness whereof the vendor has signed and executed this Deed of sale on the day, month, and year first above mentioned.

WITNESSES

 VENDOR

1. SH. GULAB SINGH PANWAR S/o SH. HIRA SINGH


2. SH. RAM PRASAD KAVI S/o SH. RAM SARAN

DRAFTED BY HONOJ SAGI ADVOCATE, KOSLOORIE.
TYPED IN THE OFFICE OF N/S COMPUTERCENTRE.

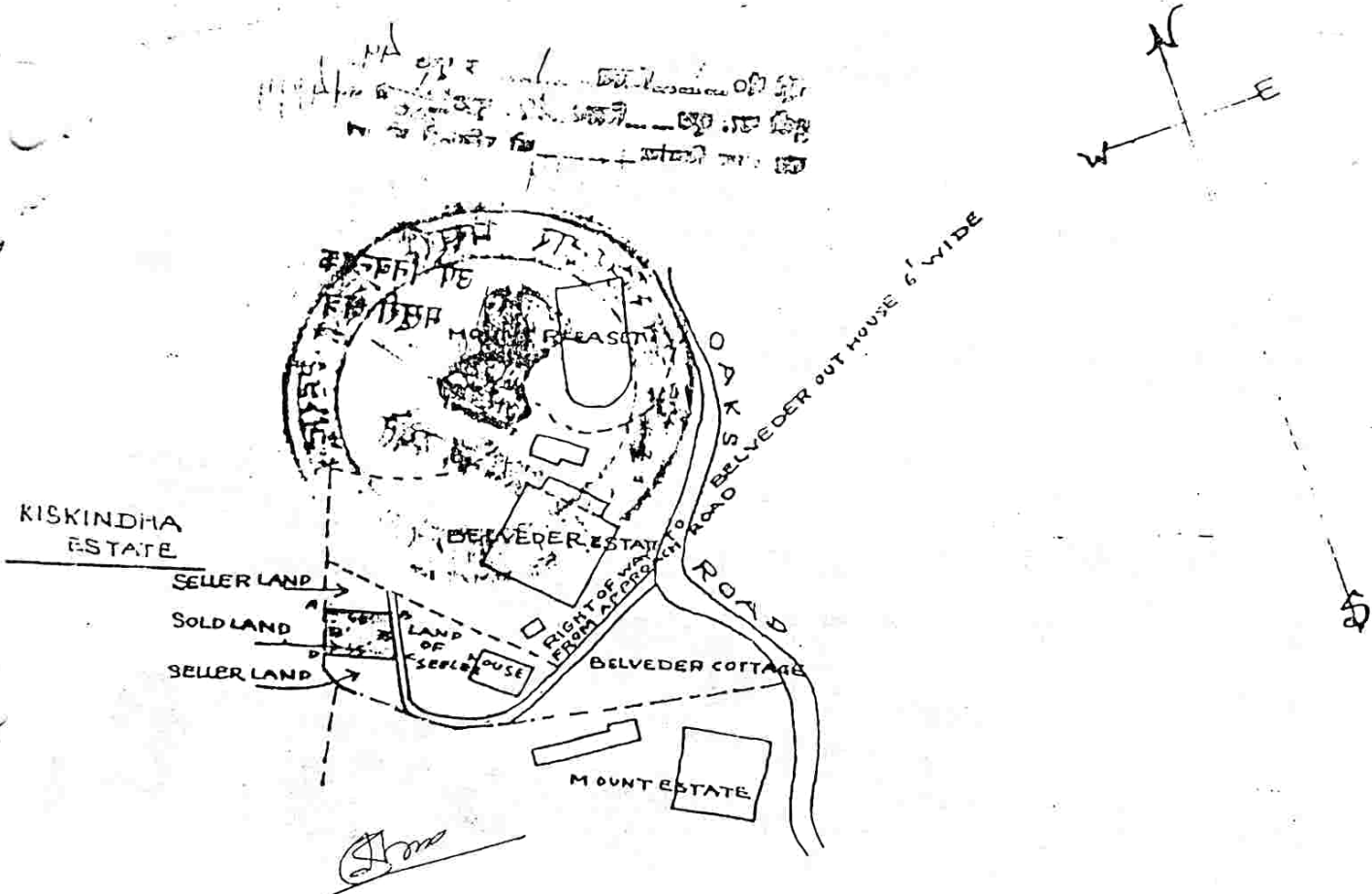
PLAN OF SHRI S. JOHN LAND PART OF BELVEDERE
SITUATED AT OAKS ROAD MUSSOORIE U.P

SCALE: 100' = 1"

AREA OF SOLD PORTION OF LAND IS: - 1485.00 S.S.E OR 130.00
AREA OF SOLD PORTION OF LAND IS SHOWN IN RED
RIBBAND AND ENCLOSED WITH LETTER'S A.B.C.D
SELLER:- SHRI S. JOHN R/O BELVEDER MUSSOORIE U.P

PURCHASER:- SHRI K.R.S KHATI R/O GOKUL NIWAS KULRI MUSSOORIE
AREA OF COMMON APPROACH WIDE 6' AND SHOWN IN YELLOW
COLOUR.

NOTE:- THIS SALE DEED PLAN TRACED FROM THE SALE DEED OF SHRI S. JOHN



SIG OF SELLER:-

Shah Planners
SHAH PLANNERS
U.P.
MUSSOORIE
21-2-74



**मसूरी देहरादून
विकास प्राधिकरण
देहरादून**

मानचित्र संख्या 214/1/93-94
दिनांक 25/8/94

M 1468

श्री/श्रीमती/श्री/श्री
20 उत्तर 0 एन 0 रवाहा
गांधी नगर मसूरी

आपके प्रार्थना-पत्र दिनांक..... के सन्दर्भ में आपको प्रस्तावित आपका
मौहल्ला/ग्राम/कालोनी में..... स्थित निर्माण का संगलन मानचित्र
निम्नांकित प्रतिबन्धों के साथ स्वीकृत किया जाता है:-

- १- यह मानचित्र स्वीकृति के दिनांक से तीन वर्ष तक वैध है उसके बाद कोई भी निर्माण कार्य नहीं किया जायेगा।
- २- मानचित्र की इस स्वीकृति से किसी भी शासकीय विभाग या स्थानीय निकाय या किसी अन्य व्यक्ति के अधिकार तथा स्वामित्व किसी प्रकार प्रभावित नहीं होते है।
- ३- मानचित्र जिस प्रयोजन हेतु स्वीकृत कराया गया है केवल उसी प्रयोग में लाया जायेगा। प्रयोजन में परिवर्तन होने पर पूरा निर्माण अनधिकृत माना जायेगा।
- ४- यदि भविष्य में किसी विकास कार्य हेतु विकास व्यय मांगा जायेगा तो वह बिना किसी आपत्ति के देय होगा तथा उक्त क्षेत्र के विकास से सम्बन्धित किसी परियोजना विकास कार्य हेतु अतिरिक्त विकास शुल्क बिना किसी आपत्ति के जमा करना होगा ताकि उक्त क्षेत्र से प्राप्त विकास शुल्क से ही उक्त क्षेत्र का विकास कार्य सम्पादित किया जा सके।
- ५- जो क्षेत्र विकास कार्य के उपयुक्त नहीं होगा वहां शासन अथवा किसी स्थानीय निकाय की विकास कार्य करने की जिम्मेदारी नहीं होगी।
- ६- दरवाजे तथा खिड़कियां इस तरह से लगाई जायेगी कि जब वह खुले तो उसके पल्ले किसी सरकारी भूमि या सड़क की ओर बंद न हो व किसी अन्य मकान की रोशनी व हवा को प्रभावित न करते हो।
- ७- बिजली की लाइन से ५ फुट के अन्दर कोई निर्माण कार्य नहीं किया जायेगा।
- ८- स्वीकृति मानचित्र की एक प्रति सदैव निर्माण स्थल पर ही रखनी होगी ताकि मौके पर कर्मा भी जांच की जा सके तथा निर्माण कार्य स्वीकृत मानचित्र स्पेसिफिकेशन नियमों के अनुसार ही कराया जायेगा तथा भवन के स्वामित्व की जिम्मेदारी आवेदक की होगी।
- ९- सड़क सर्वेसलेन अथवा सरकारी भूमि पर कोई निर्माण सामग्री, बिल्डिंग मैटिरियल नहीं रखा जायेगा तथा गन्दे पानी की निकासी का समुचित प्रबन्ध स्वयं करना होगा।
- १०- निर्माण कार्य समाप्त होने के एक माह के अन्दर आप निर्माण स्वीकृत मानचित्र के अनुसार पूरा होने का प्रमाण पत्र प्राधिकरण से प्राप्त करें तदोपरान्त ही भवन को प्रयोग में लायेंगे।
- ११- निर्माण के अन्दर यदि कोई वृक्ष आता है तो उसके काटने से पूर्व अनुमति प्राप्त करनी होगी।
- १२- पानी की निकासी के लिये बैड छोड़ना होगा।
- १३- यदि अनुमति प्राप्त करने के बाद किसी भी समय उपाध्यक्ष अथवा उनके द्वारा अधिकृत अधिकारी इस बात से सन्तुष्ट है कि उक्त अनुमति तथ्यों को हूपा कर अथवा फर्जी एवं जाली तथ्य प्रस्तुत करके प्राप्त की गई है तो उक्त अधिकारी को यह अधिकार होगा कि उक्त अनुमति को निरस्त कर सकते है व उक्त मानचित्र के अन्तर्गत किया गया निर्माण अवैध माना जायेगा।
- १४- इस मानचित्र की स्वीकृति को भूमि के स्वामित्व का प्रमाण नहीं माना जायेगा और किसी न्यायालय में केवल मानचित्र को भूस्वामित्व के साक्ष्य का आधार नहीं माना जायेगा।
- १५- सीलिंग से विवादित भूमि, नजूल भूमि अथवा अन्य सार्वजनिक भूमि पर अतिक्रमण पाये जाने पर यह स्वीकृति स्वतः निरस्त मान ली जायेगी।
- १६- रोड वाइडनिंग के क्षेत्र में वाऊन्डीवाल गेट अथवा अन्य किसी भी प्रकार का निर्माण नहीं किया जायेगा।
- १७- ग्रीष्म ऋतु में पेयजल की कमी को देखते हुये १५ अप्रैल से ३० जून तक निर्माण नहीं किया जायेगा।
- १८- पर्वतीय भू भाग में कोई हिल कर्टिंग नहीं की जायेगी।
- १९- भवन निर्माण केवल स्लैब और पट ही करना होगा और किसी प्रकार का जमा भूमि खुदान तथा पहाड बनान नहीं किया जायेगा।
- २०- निर्माण के दौरान जो गल्ला निकलेगा, उसका उपयोग या तो स्थल पर मसूरी-देहरादून विकास प्राधिकरण, देहरादून ही किया जायेगा अथवा केवल सुरक्षित स्थान पर गल्ला डाला जायेगा, कोई गल्ला जंगल में जालों में या सड़क के किनारे नहीं फेंका जायेगा, जिससे कि
२- संरक्षण न होने पावे।

सचिव/उपाध्यक्ष
देहरादून

- २१ - आनेदक को अपने काम पर जुलाई १९९५ में हजारों के हजारों भाग में १० इस वन प्रजाति के फोंको का रक्षण करना होगा और जाने काम पर ही परवर्तिता भी करना होगा ।
- २२ - उपरोक्त शर्तों के पालन हेतु आवेदक से १,०००-०० की जमानत लक्ष शपथ पत्र भी जमा करा लिया गया है शर्तों के उल्लंघन होने की निमित्त उक्त जमानत विभाग के पक्ष में जब्त की जा सकती है ।

उपाध्यक्ष
भारतीय-वैज्ञानिक विकास परिषद
भारतीय ।